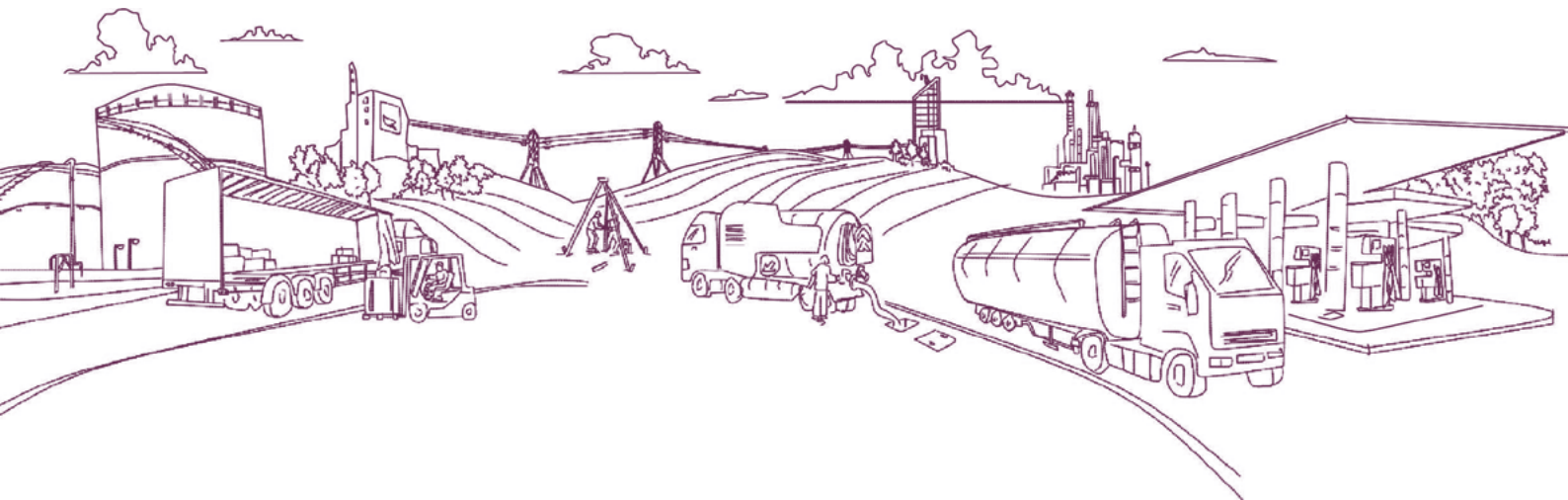




POLICY DOCUMENT

COMMERCIAL COMBINED (PETROCHEMICAL)



1. CONTENTS

2. About Your Policy	01
3. Notification of Claims	06
4. General Definitions	07
5. Property Damage	17
6. Business Interruption Section	24
7. Extensions to the Property and Business Interruption Sections	31
8. Goods in Transit	32
9. Money	34
10. Exclusions to the Property, Business Interruption, Goods in Transit and Money Sections	36
11. Other terms and conditions for the Property, Business Interruption, Goods in Transit and Money Sections	40
12. Employers' Liability	49
13. Public, Products and Pollution General Liability	52
14. Extensions to the Employers' Liability and General Public, Products and Pollution Liability Sections	62
15. General Exclusions	63
16. General Claims Conditions and Requirements	66
17. General Terms and Conditions	69

2. ABOUT YOUR POLICY

2.1. Your policy

- a) The **policy** is made up of this document and the **schedule** (including any substitution schedule) appendices and endorsements.
- b) Together these documents form the **policy** and set out the scope of this insurance.
- c) An endorsement forms an addition to the **policy** and may vary the insurance provided by a particular **section** or the entire **policy**.
- d) The **schedule** or appendix and any endorsement should be read together for precise details of **your** insurance protection.
- e) **Your policy** is a legally binding insurance contract.
- f) This **policy** is a contract between **you** and the **insurer**.
- g) Please take care to review all documentation carefully to ensure that the information provided accurately reflects **your** circumstances and that the cover provided suits **your** requirements.
- h) **You** should pay particular attention to any terms conditions limits and exclusions including endorsements which may require **you** to take action.
- i) All headings in the **policy** are included in bold. Other than in the headings, words in bold carry specific meanings which are set out in the 'General Definitions' or within any definitions specific to and contained within any **section** or **sub-section** of this **policy**.
- j) Words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed to include any individual, company, partnership or other legal entity.
- k) Any reference to legislation or regulations or industry guidance or standards in the **policy** extends to apply to any, or any subsequent, amending or replacement legislation or regulations, guidance or standards and to other legislation or regulation, guidance or standards of similar intent if applicable.
- l) Any reference to the United States of America includes its territories and possessions.
- m) **You** must take reasonable care to provide honest, complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your policy**. When **we**

ask **you** questions, the responses are material to the risk or calculation of premium.

- n) **We** have relied on **your** responses to questions **we** have asked and the information **you** have provided to **us** in deciding to enter into this **policy** on the terms provided.

Please tell **your** broker if **you** are aware of any changes to the information you provided when applying for this insurance or change to **your** circumstances. **If your** circumstances have materially changed and the new risk is something which **we** did not agree to cover, then **your** coverage may be affected and **your** claim may not be covered.

Please contact **your** broker if **you** require a copy of **your** Quote Summary, declaration or **your** **schedule**.

- o) When **we** are notified of a change, **we** will tell **you** whether this affects **your policy**. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your policy**. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the **policy**.
- p) Please read the whole document carefully. It is arranged in different **sections**. It is important that:
 - i. **you** are clear which **sections you** have requested and want to be included;
 - ii. **you** understand what each **section** covers and does not cover;
 - iii. **you** understand **your** own duties under each **section** and under the insurance as a whole.

Please contact **your** broker immediately if this document is not correct or if **you** would like to ask any questions.

2.2. Your Providers

- a) QBE Europe SA/NV, trading as QBE Insurance, QBE European Operations, QBE Re, QBE Ireland, British Marine, QBE International and QBE France is authorised/licensed or registered by the National Bank of Belgium in Belgium and is regulated by the Central Bank of Ireland for conduct of business rules.

QBE Europe SA/NV is an insurance company, which will provide the insurance cover relating to **your policy**.

- b) Pen Underwriting Ireland Limited is regulated by the Central Bank of Ireland. Registered

Office: Ardcavan Business Park, Ardcavan, Wexford, Y35 FPBA, Ireland. Registered in Ireland No. 293846. Pen Underwriting Ireland Limited ('Pen Underwriting') is an insurance intermediary, which has been appointed as a managing general agent of QBE Europe SA/ NV to administer **your policy** on behalf of QBE Europe SA/NV.

2.3. Navigation

- a) Each **section** sets out the extent of cover, how the indemnity under this **policy** may be limited or excluded and other relevant terms and conditions applicable to that **section**. Cover is subject to the terms, conditions, limitations and exclusions of the **policy**.
- b) Each **section** may include terms, definitions, conditions and exclusions unique to the **section** which should be read in conjunction with the 'General Definitions', 'General Exclusions', 'Claims Conditions and Requirements', 'General Terms and Conditions' and the 'Complaints' clause **sections**.
- c) Certain terms that may apply to a **section** or may apply to the whole **policy** are also set out in:
 - i. General Definitions;
 - ii. General Exclusions;
 - iii. Claims Conditions and Requirements;
 - iv. General Terms and Conditions; and
 - v. the Complaints clause below.
- d) Unless expressly stated otherwise elsewhere in the **policy**, **limits of indemnity**, **accumulation limit**, **sub-limits** and **benefits** are set out in the **schedule** and operate in accordance with the relevant provisions in the relevant specific **sections**, the 'General Definitions' **section** and/or the 'General Terms and Conditions' **section** of the **policy**.

2.4. Duty of disclosure

You must take reasonable care to provide honest, complete and accurate answers to the questions **we** ask in proposing for, or proposing to vary, this insurance.

2.5. Duty of disclosure – remedies for breach – proposing for this insurance

You or anyone acting on **your** behalf breaches its duty of disclosure and any answer given by **you** involves a fraudulent misrepresentation, or where **your** conduct (relative to the **policy** or its formation) involves fraud of any other kind, **we** may regard the **policy** as void and is not required to return any paid premium to **you**.

If the breach of the duty of disclosure involves a

negligent misrepresentation, **our** remedy shall depend upon what **we** would have done if it was aware of the full facts:

- a) **we** may regard the **policy** as void if **we** would not have entered into the **policy** on any terms in the absence of the breach. In this case, **we** will return the premium paid.
- b) if **we** would have entered into the **policy**, but on different terms (other than terms relating to premium) the **policy** will be treated as if those different terms applied from the outset, if **we** so require.
- c) If **we** would have entered into the **policy** but would have charged a higher premium **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, **we** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
- d) Where there is not any outstanding claim, **we** may give notice that in the event of a claim **we** will exercise **our** rights under (a) to (c) above, or **we** may at our discretion terminate the **policy** on reasonable notice to **you**.

2.6. Duty of disclosure – remedies for breach – variation

You or anyone acting on **your** behalf breaches its duty of disclosure and any answer given by **you** involves a fraudulent misrepresentation, or where **your** conduct (relative to the **policy** or its formation) involves fraud of any other kind, in relation to a variation of this **policy**, **we** may regard the **policy** as void from the time the variation was concluded and retain the premium.

If the breach of duty of disclosure involves negligent misrepresentation and **we** would have entered into the variation but for the breach, **we** will treat this **policy** as if the variation was never made, in which case **we** shall return any additional premium relating to the variation.

In all other cases if, but for the said breach, **we** would have entered into the variation but:

- a) on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms;
- b) would have increased the premium by more than it did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced premium}) \times 100$; or
- c) would not have reduced the premium by

as much as it did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{reduced premium}) \times 100$

2.7. Fraudulent claims

If **you** or anyone acting on **your** behalf knowingly makes a claim under this **policy** that is false or misleading in any material respect, **we**:

- a) are not liable to pay the claim;
- b) may recover any part of the claim already paid from the relevant insured; and
- c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case **we** are not liable to that insured in respect of a relevant event occurring after that time and may retain any premium.
- d) These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

2.8. Conditions precedent

- a) The **policy** contains a number of terms which are conditions precedent to **our** obligation to indemnify **you** under the **policy**. These terms are specifically identified where they appear in the **policy** by the words "CONDITIONS PRECEDENT" which appear in capitals next to the title of the term.
- b) The consequences for breach of conditions precedent are serious. At the most serious, breach of these terms may mean that **you** lose **your** entitlement to claim under this **policy**. Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered. **We** would advise **you** to obtain full details from **your** broker.
- c) The 'Legal Expenses' **section** includes its own claim terms and conditions which take precedence in the event of any conflict.
- d) Additional terms may also be included in any endorsements to the **policy**, and **you** should check these carefully as they may also be conditions precedent to **our** obligation to indemnify **you** under the **policy**.

2.9. Sum insured, limit(s) of indemnity, sub-limits and benefits

- a) The **sums insured, limits of indemnity, accumulation limit**, and any **sub-limits, and benefits** (as applicable) act as a cap on the

amount for which **we** will indemnify **you** under this **policy**. The way these provisions operate is set out in the relevant specific **sections**, the 'General definitions **section** and/or the 'General Terms and Conditions' **section** of the **policy**.

- b) It is essential that the **limits of indemnity** and, **accumulation limit** as applicable for each **section** and all **sub-limits** or **benefits** (where applicable) are adequate for **your** needs.

If a claim against **you** exceeds the **limit of indemnity**, or the applicable **sub-limit**, **you** will face uninsured liability and costs.

- c) It is **your** responsibility to request appropriate **limits of indemnity, accumulation limit, maximum benefit limit sub-limits** or **benefits**. If **you** are in any doubt as to the adequacy of any **limit of indemnity, sub-limit** or **benefit** contained in the **policy**, **you** should contact **your** broker and seek advice.

2.10. Setting your sums insured

In relation to the 'Property' 'Business Interruption', 'Goods in Transit' and 'Money' **sections**:

- a) For all items of **property insured** for which a **sum insured** is stated in the **schedule** under Insured Sections – 'Property', 'Goods in Transit' and 'Money', the **sum insured** should be set at the maximum amount for which **we** could indemnify **you** under the 'Basis of settlement' conditions in the 'Other terms and conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **section** were that item of **property insured** to be entirely destroyed. The **sum insured** needs to remain adequate throughout the **period of insurance** (unless it is stated in the **schedule** that the item is covered on the Day One (1) Basis). That means **you** should make allowance for any potential increases that may occur during the **period of insurance**.
- b) For cover under the 'Property', 'Goods in Transit' and 'Money' **sections** it is important that **you** check that all **sums insured** and **declared values** stated in the **schedule** are correct. If **you** are in any doubt **you** should ask **your** broker for advice. All **sums insured** and **declared values** are subject to the provisions of the 'Underinsurance conditions' in the 'Other terms and conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **section**, unless expressly stated otherwise. This means that if, when making a claim, a **sum insured** or **declared value** (as applicable) is found not to be adequate, the amount **you** are able to claim under this **policy** will be reduced. For example, if the **sum insured** or **declared value** for **property insured** is EUR500,000, but the **sum insured** or **declared value** ought to have been EUR1,000,000, **we** will only pay fifty

percent (50%) of the valid claim. The way that this works is explained in the 'Underinsurance' conditions in 'Other terms and conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **section**.

2.11. Premium payment

- a) **We** will indemnify **you** in accordance with and subject to the terms of the **policy**, in consideration of the payment to **us** of the premium set out in the **schedule** for the **period of insurance**.
- b) Unless expressly stated otherwise in a separate written agreement, if **you** do not pay any premium or premium instalment plus applicable taxes/levies to **your** broker or **us**, **we** may give **you** written notice cancelling the **policy** with effect from the seventh (7th) day after the notice has been served on **you**.
- c) The **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect.
- d) Notice of cancellation is deemed to be served on the third (3rd) day after being posted by pre-paid letter to the correspondence address set out in the **schedule**.
- e) In the event of cancellation, premium is due to **us** on a pro rata basis for the period that **we** are on risk. However, the full contract premium shall be payable to **us** in the event of a loss or occurrence prior to the date of termination, which gives rise to a valid claim under this contract.
- f) **We** may, at **our** discretion, deduct overdue unpaid premium from claims settlements but shall not set off or deduct premium that is not overdue. Pursuant to **your** and **our** obligations under any relevant compulsory insurance legislation, **we** shall not set off or deduct premium from any amounts payable under the 'Employers' Liability' **section**.

2.12. Complaints Procedure

We are dedicated to providing high quality service and **we** want to ensure that **we** maintain this at all times. If **you** have any concerns about the **policy** or the handling of a claim, please contact:

Address:
Pen Underwriting Ireland Limited
Ardcavan Business Park
Ardcavan
Co. Wexford
Y35FP8A

Telephone: +353 (0) 53 916 7100
Email: customersupport.ie@penunderwriting.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being

made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within 40 (forty) business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

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

Telephone: 01 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

You can also contact **your** insurer, through their Customer Relations Department by telephoning 020 7105 5988 or email customerrelations@uk.qbe.co.uk

QBE Europe is covered by the Insurance Compensation Fund (ICF). If QBE Europe cannot meet its obligations under the **policy**, **you** may be entitled to compensation under the ICF depending on the type of insurance and the circumstances of the claim.

Further information is available from www.stateclaims.ie or **you** can write to the liquidator or administrator of QBE Europe.

2.13. How to make a Claim

At Pen Underwriting, **we** understand that claims form a critical component of **our** offering the moment the **policy** becomes tangible and **we** are relied upon to deliver upon our commitment to **you**. For details on how to notify **your** claim, please refer to **your** **schedule**.

2.14. Data privacy notice

Pen Underwriting are the data controller of any personal data **you** provide to **us**. **We** collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to

comply with **our** legal and regulatory obligations. This may involve sharing information with, and obtaining information from, **our** group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help **us** to monitor and improve the service **we** provide as well as for regulatory purposes.

Please see **our** Privacy Notice for further information on how **your** personal data is used, shared, disclosed and retained, **your** rights in relation to **your** personal data and how to contact **our** Data Protection Officer. Our Privacy Notice can be found at www.penunderwriting.ie/privacy-notice.

From time to time **we** may make important updates to **our** Privacy Notice and these may in turn affect the way **we** use and handle **your** data. Please ensure **you** review **our** Privacy Notice periodically to ensure **you** are aware of any changes.

If **you** are providing **us** with personal data of another individual that would be covered under the insurance **policy we** may be placing or services **we** may provide to **you**, **you** shall ensure that **you** have obtained all appropriate consents, where required, tell them **you** are providing their information to **us** and show them a copy of this notice. **You** must not share personal data with **us** that is not necessary for **us** to offer, provide or administer services to **you**.

If **you** are entering into this agreement in the course of **your** business, or as a charity, for charitable purposes and providing information on other individuals to **us**, for example **your employees** and/or any other party that would be covered under the **policy we** may be placing or services **we** may provide to **you**, **you** shall ensure that individuals whose personal data **you** are providing to **us** have been provided with fair processing notices that are sufficient in scope and purpose, and that **you** have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to **us** and enable **us** to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. **You** must not share personal data with **us** that is not necessary for **us** to offer, provide or administer our services to **you**.

3. NOTIFICATION OF CLAIMS

The claim notification procedures are explained in this wording booklet at the 'General Claims Conditions and Requirements' **section**. Please ensure that **you** are familiar with those procedures, as **we** may not pay **your** claim if **you** do not comply.

Claim notification contact details are set out in the **schedule**.

4. GENERAL DEFINITIONS

The following definitions, when used as a bolded term, apply to the **sections** of the **policy** in which they are used, unless specified to apply to a particular **section** or **sections** only, or unless an alternative definition for any of the terms below is provided for within a specific **section**, in which case that definition shall apply. Where terms are used in the **policy** undefined (i.e. not in bold type) they are to be given their ordinary meaning.

Where a term with more than one definition is used within another general definition, the term shall have the meaning given regarding the **section** to which it relates.

4.1. Accident and Dangerous Occurrence

An accident or dangerous occurrence which is reportable under the Safety, Health and Welfare at Work (Reporting of Accidents and Dangerous Occurrences) Regulations 2016 or any legislation equivalent to the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013.

4.2. Actual value

Means whichever of the following amounts is lower:

- a) the actual reduction in the market value of the **property insured** as a result of the **damage** from its value immediately prior to any **damage**; or
- b) the amount it would cost to repair or replace the **property insured** on the date of **damage** with similar material less a deduction for wear and tear, depreciation and, if applicable, obsolescence.

4.3. Act of terrorism

means any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a) endangers life other than that of the person committing the action;
- b) involves violence against one or more persons;
- c) involves **damage** to property;
- d) creates a risk to health or safety of the public or a section of the public; or
- e) is designed to interfere with or to disrupt an electronic system.

4.4. Asbestos

Means asbestos, asbestos fibres, asbestos dust or asbestos-containing materials.

4.5. Bodily injury

Means death, disease, illness, physical or mental injury of or to an individual.

4.6. Breakdown

Means the actual failure, distortion, breaking or burning out of any part of a machine or computer whilst in use caused solely by either mechanical or electrical defects in the internal components or failure or fluctuation of the electricity supply,

in either case resulting in sudden stoppage of the functions of the machine or computer and necessitating repair or replacement of components before it can resume working.

4.7. Buildings

For the 'Property', 'Business Interruption', 'Goods in Transit', 'Money', 'Exclusions to the Property, Business Interruption, Goods in Transit and Money Sections', and 'Other Terms and Conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **sections** means the fixed permanent structures within the boundaries of the **premises** belonging to **you** or for which **you** are responsible, including:

- a) walls, gates, fences, signage, yards, roadways, pavements, car parks, barriers, forecourts, artificial surfaces constructed of concrete or asphalt around and pertaining thereto, drains and sewers;
- b) landlords' fixtures and fittings, annexes and outbuildings, extensions, canopies;
- c) foundations, hardstandings, interceptors, landscaping, ponds/pools/ water features, canals, reservoirs, fixed glass (including frames, mountings and fixtures and fittings used for the supporting and retaining of glass;), solar panels, wind turbines or other electricity generating equipment;
- d) security, fire or monitoring devices;
- e) affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings, fixed poles or fixed pylons at the **premises**;
- f) washroom and sanitary fittings;
- g) telephone, gas, water and electricity meters, ducting, trunking, pipes, cables and wires and associated control gear, instruments and accessories including any part of any such

telephone, gas, water and electricity meters, ducting, trunking, pipes, cables or wires and associated control gear, instruments and accessories extending beyond the boundary of the **premises** but only to the lesser of either:

- i. the public mains and which partly or wholly serves to supply the **premises**; or
 - ii. up to fifty (50) metres beyond the perimeter of the premises; and
- f) underground storage tanks.

4.8. Bulk storage tanks

Means bulk storage tanks, bund walls, gantry, hardstandings/interceptors, piping and equipment at the **premises** which are the property of the **insured** or held by them in trust for which they are responsible.

4.9. Business

For the purposes of the 'Property', 'Business Interruption', 'Goods in Transit', 'Money', 'Exclusions to the Property, Business Interruption, Goods in Transit and Money Sections', and 'Other Terms and Conditions for the Property, Business Interruption, Goods in Transit and Money' **sections** means **your** activities set out in the **schedule** at the **premises** including:

- a) maintenance of **property insured** and the **premises**;
- b) the provision and management of catering, social, sports and welfare organisations for the benefit of **employees** or volunteers;
- c) **your** first aid, security, fire and ambulance services;
- d) participation in exhibitions trade fairs conferences and the like; or
- e) provision of gifts and promotional material incidental to the business;

but not including receipt of rent unless this activity is specifically included in the **schedule** as part of **your** business;

- f) private work carried out within the **territorial limits** by an **employee** for any of **your** directors or senior executives;
- g) the organisation of charitable events or similar fund raising activities;
- h) sponsorship of events, organisations, entities and individuals;
- i) employment of sub-contractors for performance of work on **your** behalf.

For the purposes of the 'Employers' Liability', 'Public, Products and Pollution Liability' and 'Extensions to the Employers' Liability and Public, Products and Pollution Liability Sections' **sections** means **your** activities set out in the **schedule** including:

- a) maintenance of property and premises owned or occupied by **you**;
- b) the provision and management of catering, social, sports and welfare organisations for the benefit of **employees** or volunteers;
- c) **your** first aid, security, fire and ambulance services;
- d) private work carried out within the territorial limits by an **employee** for **your** directors or senior executives;
- e) participation in exhibitions, trade fairs, conferences and the like; or
- f) provision of gifts and promotional material incidental to the **business**.

4.10. Business services

Means those services provided for a client as specified in the **schedule** in the conduct of **your** business.

4.11. Claim

For the purpose of the 'Employers' Liability', 'General Liability' and 'Extensions to the Employers' Liability and General Liability' **sections**, means:

- a) the receipt by **you** of any written notice of demand for compensation made by a third party against **you**;
- b) any writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon **you**;
- c) any notice of intention in writing to commence legal proceedings against **you**.

Where the word 'claim' is used as an undefined term (i.e. not in bold type) it refers to a claim by **you** under the **policy**, unless the context otherwise requires.

4.12. (to) Cause/ caused by

For the purpose of the 'Employers' Liability', 'Public, Products and Pollution Liability', and 'Extensions to the Employers' Liability and Public, Products and Pollution Liability' **sections** means to result directly and solely in an **occurrence**, event or liability which would otherwise not have taken place.

4.13. Communicable disease

Means 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;
- 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, loss of marketability or loss of use of **property insured** by the **policy**.

4.14. Computer equipment

Means all desktops, laptops, tablets, servers, **data** storage devices, networking equipment or on-site back up facilities, and manufacturer installed software.

4.15. Computer system

For all **sections** other than the 'War, Cyber War and Cyber operation' exclusion within the 'General Exclusions' **section**, means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or any other party at the **premises** or elsewhere.

For the 'War, Cyber War and Cyber operation' exclusion within the 'General Exclusions' **section**, means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, or wearable device), server, cloud infrastructure 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.

4.16. (to) Contribute to/contributed to by

For the purpose of the 'Employers' Liability', 'Public, Products and Pollution Liability', and 'Extensions to the Employers' Liability and Public, Products and Pollution Liability' **sections** means to:

- a) result directly or indirectly in an **occurrence**, event or liability;

- b) contribute wholly or partly to an **occurrence**, event or liability; and/or
- c) increase the risk of an **occurrence**, event or liability.

4.17. Cyber act

Means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

4.18. Cyber event

Means any programming or operator error whether by **you** or any other person or persons, or any unintentional or unplanned whole or partial outage of **your** computer system not directly caused by physical loss or damage; affecting access to, processing of, use of or operation of any computer system.

Where a **cyber event** is caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**, the **cyber event** will be considered to be a **cyber act**.

4.19. 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**.

4.20. Cyber loss

Means any loss, **damage**, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of or in connection with:

- a) **cyber incident**; or
- b) any **cyber act**.

4.21. Cyber operation

Means the use of a **computer system** by, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate or destroy information in a **computer system** or in another sovereign state.

4.22. Damage/damaged

Means:

- a) For the 'Property', 'Business Interruption', 'Goods in Transit', 'Money', 'Exclusions to the Property, Business Interruption, Goods in Transit and Money Sections', and 'Other Terms and Conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **sections**, physical loss of, physical destruction of or physical damage to tangible property;
- b) for the 'Employers' Liability', 'Public, Products and Pollution Liability', and 'Extensions to the Employers' Liability and Public, Products and Pollution Liability' **sections**, physical loss of, physical destruction of or physical damage to tangible property which is **caused** by an **occurrence**.

4.23. 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**.

4.24. Data processing media

Means any **property insured** on which **data** can be stored but not the **data** itself.

4.25. Data Protection Law

Means all applicable data protection and privacy legislation, regulations and guidance in any country, province, state, territory or jurisdiction which govern the use, confidentiality, security and protection of **personally identifiable information** and any guidance or codes of practice issued by any applicable **data protection regulator** or governmental entity from time to time including Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "**GDPR**") and the Data Protection Act 2018 (Ireland), the Data Protection Act 2018 (UK), the **GDPR** as it forms part of the laws of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018, all legislation enacted in the UK in respect of the protection of personal data, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011; and any guidance or codes of practice issued by any **data protection regulator** from time to time (all as amended, updated or re-enacted from time to time).

4.26. Data Protection Regulator

Means the Data Protection Commission and the European Data Protection Board and any other supervisory authority with jurisdiction over **you**, and in each case any successor body from time to time.

4.27. Deductible

Means the first amount payable by **you**, or the first continuous period of time that is uninsured, which shall apply in respect of any one **occurrence** unless stated otherwise in the **schedule**, as ascertained after the application of all other terms and conditions of this **policy**.

The deductible forms part of the **sum insured**, **limit of liability** or any **sub-limit** as applicable.

4.28. Defence costs

For the 'Employers' Liability', 'Public, Products and Pollution Liability' and 'Extensions to the Employers' Liability and Public, Products and Pollution Liability' **sections**, means the reasonable and necessary costs and expenses which **you** incur for:

- a) the investigation, adjustment, defence or settlement of a **claim** which is insured by these **sections** of the **policy**;
- b) legal representation at a coroner's court or fatal accident inquiry in respect of death which could give rise to a claim under the **policy**; and
- c) attendance at court as a witness at **our** request, payable at the following rates per day on which attendance is required:
 - i. for the 'Employers' Liability', 'Public, Products and Pollution Liability', 'Extensions to the Employers' Liability and Public, Products and Pollution Liability' **sections**:
 - A. a director or partner – EUR500;
 - B. **other insured party** (other than a director or partner) – EUR250; or
 - C. any other relevant party – EUR200 (subject to **our** prior agreement);

excluding costs and expenses which:

- a) are recoverable from **you** by any claimant or investigating or prosecuting authority;
- b) are **contributed to by** the deliberate act or omission of **you** or an **employee**;
- c) relate to improvement or prohibition notices, remedial or publicity orders or steps required to be taken by such orders;
- d) relate to attendance or representation at a public inquiry; or
- e) are covered wholly or partly by another insurance policy.

If **you** appoint a firm of solicitors other than a **panel firm**, **our** liability for **defence costs** will not exceed the **legal costs sub-limit(s)** of EUR250,000.

Defence costs do not include and there is no indemnity for **your** own internal costs and expenses, management time or employee time or any adjusters' fees.

4.29. Director or Officer

Means any natural person who was, is or during the **period of insurance** becomes **your** director or officer (as determined by the applicable law of the jurisdiction in which **you** are domiciled) including the functional equivalents such as members of the executive or supervisory board of directors.

4.30. Documents

Means **your** deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and documents of any nature whatsoever, whether written, printed or reproduced by any method, including computer records and electronic data material, but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

4.31. Domicile

Means the country where the person is liable to pay income tax or social security fund payments (or similar such tax or payments).

4.32. DPA

Means the Data Protection Act 2018 (Ireland) and the Data Protection Act 2018 (UK).

4.33. Earthquake

Means earth movement, including landslide, mudflow, tsunami, volcanic eruption, earth sinking, earth rising or shifting, including collapse, cracking or shifting of buildings, structures or their parts, as a direct and immediate result of a sudden release of energy in the earth's crust creating seismic waves and including **damage** resulting directly from earthquake.

4.34. 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 programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

4.35. Employee

Means a person:

- a) engaged under a contract of service or apprenticeship with **you**;
- b) acting in the capacity of **your** non-executive director; or

c) who works for **you** in the course of **your business** including but not limited to:

- i. persons on secondment from another company who are not an insured under the **policy**;
- ii. labour masters or persons supplied by them;
- iii. labour-only subcontractors;
- iv. self-employed persons;
- v. drivers or hired-in plant operators;
- vi. persons engaged under work experience, training, study, exchange or similar schemes;
- vii. any officer, member or voluntary helper of the organisations or services stated in the **business**;
- viii. voluntary workers, helpers and instructors;
- ix. persons working under the Sentencing Act 2020, or the Criminal Procedure (Scotland) Act 1995;
- x. outworkers or homeworkers;
- xi. any other person defined under Sections 32(3), 35(2) and 54(3)(b) of the National Minimum Wage Act 1998 and the National Minimum Wage Act 2000;
- xii. prospective **employees** who are being assessed by **you** as to their suitability for employment; or
- xiii. persons a court in the United Kingdom, Channel Islands or Isle of Man, Ireland or the Court of Justice of the European Union deems to be an **employee**, provided that **you** can always request that any such person is not treated as an employee.

4.36. Essential service

Means a service that is essential for the maintenance of vital functions of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, health services or utility services.

4.37. Excess

Means the first amount payable by **you**, or the first continuous period of time that is not insured, which shall apply in respect of any one **occurrence** unless stated otherwise in the **schedule**, as ascertained after the application of all other terms and conditions of this **policy**.

4.38. Extended reporting period

Means an additional period of thirty (30) days commencing on the date of expiry of the **policy** within which **you** are entitled to notify **us** of a claim or claims **caused by an occurrence** that commenced before the end of the **period of insurance**.

This definition will not increase the **limit(s) of indemnity** or extend the **period of insurance** and any claim(s) notified to **us** during this period will be deemed to have been notified on the last day of the **period of insurance**.

4.39. Flood

Means the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including run-off of water or flash flooding during or after a **storm**; rising water, surface water or waves; tidal waves or tidal water (but not tsunami); overflow of streams, rivers lakes, ponds, or other bodies of water; spray from any of the foregoing; all whether driven by wind or not but excluding **storm** and **earthquake**.

4.40. GDPR

Means the General Data Protection Regulation 2016/679. .

4.41. Group Company

Means any corporate body which is **your** holding company, associated company, joint venture or **subsidiary company** and any other corporate body which is a subsidiary of that holding company.

4.42. Incident

For the purpose of the 'Property', 'Business Interruption', 'Goods in Transit' and 'Money' **sections** only means:

- a) accidental **damage** occurring during the **period of insurance** to property used by **you** at the **premises** for the purpose of the **business** within the **territorial limits**; or
- b) damage to other property, or any other contingency not involving **damage**, but in both cases only if expressly covered under an extension to the 'Business Interruption' **section** and occurring during the **period of insurance**.

However, definition b) will not apply to the cover provided under the 'Rent Receivable' or 'Outstanding Debit Balances' **sub-sections** of the 'Business Interruption' **section**.

4.43. Impacted state

Means a sovereign state where a **cyber operation** has had a major detrimental impact on:

- a) the functioning of that sovereign state due to disruption to the availability, integrity or delivery of an **essential service** in that sovereign state; and/or
- b) the security or defence of that **state**.

4.44. Insured

Means for all **sections** the company or other organisation shown as insured in the **schedule** including its **subsidiary companies** which are in existence at the inception date of this **policy** and have been declared to **us** until such time as they may be sold or otherwise disposed of (but not excluding any liabilities incurred prior to disposal).

4.45. Insured person

For the Personal Accident **section**:

- a) means the individuals and/or categories of persons at or over the age of 16 and up to the age of 75 stated as insured persons in the Personal Accident section of the **schedule**;
- b) cover applies from the date the **insured person** attains the age of 16 if this occurs during the **period of insurance**. If an **insured person** attains the age of 75 during the **period of insurance**, cover will nonetheless apply to them until the end of the **period of insurance** or until the date upon which **insured person** ceases employment with **you**, whichever occurs first.

4.46. Insurer

Means the party specified as the insurer whose identity is stated within the 'Identity of Insurer' section of the **schedule** and any other subscribing insurers, including **us**.

4.47. Jurisdiction

Means the jurisdiction (if any) specified in the **schedule** as applying to a **section**.

4.48. Legal costs

Means legal costs, charges, fees, expenses and advances in respect of the same (other than salaries, commissions, expenses or other benefits of **insureds**).

4.49. Legionella

Means any discharge release or escape of legionella bacteria from water tanks, water systems, air-conditioning plants, cooling towers and the like.

4.50. Limit of indemnity

Means **our** maximum liability as specified in the **schedule**.

4.51. Machinery, plant and all other contents

Means machinery and plant and other contents, including:

- a) fixtures and fittings, office equipment and **computer equipment**;
- b) any tenants' improvements and alterations;
- c) other contents or equipment;
- d) **documents**, except that cover on **documents** shall not exceed the **sub-limit** stated in the **schedule**;
- e) so far as the same are not otherwise insured, personal property of **your** principals, **employees**, partners or directors or visitors except that cover on such property shall not exceed the **sub-limit** stated in the **schedule**;

at the **premises** which are owned by **you** or held by **you** on trust or for which **you** have otherwise accepted responsibility but excluding:

- i. landlord's fixtures and fittings therein and thereon;
- ii. **stock and materials in trade**;
- iii. **money**;
- iv. property more specifically insured.

4.52. Money

Means both **negotiable money** and non-**negotiable money**.

4.53. Negotiable money

Means cash, bank and currency notes, uncrossed cheques or orders, or cash/sales/debit vouchers for use by **you** or any of **your** partners, **directors** or **employees** in connection with **your business**, all belonging to **you** or for which **you** have accepted responsibility.

4.54. Non-negotiable money

Means crossed warrants or cheques or other money orders/drafts/bonds or invoices, all belonging to **you** or for which **you** have accepted responsibility.

4.55. Nuclear hazards

Means:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c) any weapon or device employing nuclear fission or fusion or other similar reaction or radioactive force or matter, or any combination of these; and
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

4.56. Occurrence

For the purpose of the 'Employers' Liability', 'Public, Products and Pollution Liability' and 'Extensions to the Employers' Liability and Public, Products and Pollution Liability' **sections**:

- a) means an accident. With the exception of **pollution** incidents, this includes continuous and repeated exposure to substantially the same general harmful conditions, which gives rise to liability insured by a **section** of the **policy**;
- b) all accidents attributable to one original source or cause will be considered as a single **occurrence**.

For the purpose of the 'Property', 'Business Interruption', 'Goods in Transit' and 'Money', 'Extension to the Property and Business Interruptions sections', 'Exclusions to the Property, Business Interruption Sections Goods in Transit, Money', and 'Other Terms and Conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **sections**, means a single loss or series of losses directly or indirectly caused by, arising out of or in connection with a single event or a single original cause.

4.57. Offshore

Means:

- a) work in or on any offshore rig or platform or support or accommodation vessel for any offshore rig or platform; and
- b) transiting to, from or between any offshore rig or platform or support or accommodation vessel.

Offshore activity commences at the moment of embarkation onto a conveyance at the point of departure from land and continues until disembarkation at the point of return to land.

4.58. Other insured party(ies)

For the purpose of the 'Employers' Liability', 'Public, Products and Pollution Liability', 'Extensions to the Employers' Liability and Public, Products and Pollution Liability' **sections** means any of the following:

- a) **your** directors, partners, **employees** or former **employees**;
- b) officers, members' committee and/or **employees** and voluntary helpers of **your** welfare and social organisations;
- c) officers and members of **your** security and emergency services or medical organisations (other than any qualified medical practitioner working in their professional capacities);
- d) **your** directors or partners or executives in respect of private work undertaken by any **employee** for **your** directors, partners or executives; and
- e) officers or trustees of **your** pension scheme(s), in their respective capacities as such.

4.59. Panel firm

means any law firm that is formally appointed to **our** claims panel. Where there is no panel firm formally appointed to service the jurisdiction in which the claim is being pursued, any law firm appointed with **our** written consent. Such consent shall not unreasonably be withheld.

4.60. Period of insurance

Means the time period as shown in the **schedule** which will refer to GMT unless otherwise specified.

4.61. Personal injury

For the purpose of the 'Employers' Liability', 'Public, Products and Pollution Liability', 'Extensions to the Employers' Liability and Public, Products and Pollution Liability' **sections** means:

- a) bodily injury;
- b) death and resulting losses which become payable under the Civil Liabilities Act 1961;
- c) physical illness and disease; and
- d) medically diagnosed psychiatric condition, which is **caused by** an **occurrence**.

4.62. Policy

Means this document, the **schedule** (including any substitution **schedules**) and any endorsements.

4.63. Pollution

Means:

- a) the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) at any time and the escape of any solid or liquid due

to a sudden and unforeseen event but not including any discharge release or escape of airborne or waterborne pathogens from water tanks, water systems, air conditioning plants, cooling towers or similar except in respect of **legionella**; and

- b) any **cost**, expense, claim or suit arising out of any request, demand or order arising from actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed) at any time that **you** or any **other insured party** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of such pollutants.

4.64. Powered transporter

Means any novel personal transport devices which are mechanically propelled as well as or instead of being manually propelled. It includes e-scooters, Segways, hoverboards, go-peds (combustion engine-power kick scooters), powered unicycles and u-wheels.

An electric bike will be classed as a powered transporter provided that it meets the criteria in the Road Traffic and Roads Act 2023.

4.65. Premises

Means the location specified on the **schedule** up to the boundaries legally occupied or owned by **you**.

4.66. Property insured

Means any tangible property described in the **schedule** to this **policy** and relating only to that **section** of the **policy** under which it is described.

4.67. Property in the open

Means **machinery, plant and all other contents** and **stock and materials in trade** which are **your** property or held by **you** in trust for which **you** are responsible, not contained in a locked building or **bulk storage tanks** at the **premises**, but excluding:

- a) **valuables** as described in the 'valuables' extension to the 'Property' **section**; and
- b) portable hand tools.

4.68. Proposal

Means any information supplied by or on behalf of the **insured** in written or electronic format, deemed to be a completed proposal form, application form, medical questionnaire including in each case attachments thereto and other relevant information that the **insurer** may require.

4.69. Retroactive date

Means:

- a) the date of the first date of this **period of insurance**;
- b) if earlier, the date or proven continuous unbroken insurance cover held and for the relative cover or extension; or
- c) the date specified in the **schedule** for any **section**.

The **policy** does not respond to any claims **caused by an occurrence** commencing prior to this date.

4.70. State

Means sovereign state.

4.71. Schedule

Means the document which details **your** insurance, the limits of cover and any endorsements that apply.

4.72. Section, sub-section

Means a section of the **policy** or sub-section of a section (including extensions) that forms part of the **policy** but only if included in the **schedule**.

4.73. Specified states

Means China, France, Germany, Japan, Russia, UK or USA.

4.74. Stock and materials in trade

Means stock and materials in trade including work in progress and contents of **bulk storage tanks** at the **premises** for which **you** are responsible.

4.75. Storm

Means rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon (including **damage** caused by water that backs up from a sewer or drain as a direct result thereof), but not including **flood** and **earthquake**.

4.76. Subsidiary company

Means any company being subsidiary to **you** within the meaning of the Companies Act 2014.

4.77. Sub-contractor

Means a business **you** do not own, operate or control, but that **you** hire for a fee under a written contract to perform **business services** on **your** behalf.

4.78. Sub-limit

Means the sum stated on the **schedule** as the maximum amount for which **we** will indemnify **you** under an extension of the **policy**.

The operation of the **sub-limits** are set out in the 'General Terms and Conditions'.

4.79. Sum insured

Means the maximum for which **we** will indemnify **you** under this **policy** in respect of all claims during the **period of insurance** for the item of **property insured** or **section** of the **policy** against which the **sum insured** is stated in the **schedule** regardless of the number of **premises** or other locations or departments to which the claims relate or the number of territories or divisions or subdivisions of territories to which the claims relate or the number of entities, persons or interested parties making the claim or claims under this **policy**.

Where **property insured** has a **declared value** then the **sum insured** will be the **declared value** plus the additional uplift as provided in the **schedule**.

The operation of the **sums insured** is set out in the 'General Terms and Conditions'.

4.80. Territorial limits

Means the territorial limits described in the **schedule**.

4.81. Transit

Means being carried to its destination (other than by sea or air), by any transport vehicle including during loading and unloading, and whilst in temporary storage in the course of being carried to its destination.

This includes conveyance of the vehicle on sea going vessels where such conveyance does not exceed twelve (12) hours.

4.82. United Kingdom

Means Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

4.83. Unoccupied

Means any **building** that is owned or used by **you** in the course of the **business** and has become vacant, disused or unfurnished and empty for a period in excess of thirty (30) days.

4.84. Valuables

Mean gold, silver, jewellery, watches, curiosities/curios, furs, precious metals, precious stones, rare books, sculptures and works of art, or other individual items with an aesthetic quality.

For the Property **section** this means those valuables within the **machinery, plant and all other contents** item in the **schedule**.

4.85. War

For all **sections** other than the 'War, Cyber War and Cyber operation' exclusion within the 'General Exclusions' **section** means:

the use of physical force by a **state** against another **state** or as part of a civil war, rebellion, revolution, insurrection; and/or

military or usurped power or confiscation or expropriation nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

whether war be declared or not, but not including an **act of terrorism**.

For the 'War, Cyber War and Cyber operation' exclusion within the 'General Exclusions' **section** means the use of physical force by a sovereign state against another sovereign state, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether war be declared or not.

4.86. We/our/us

Means the party specified as the insurer whose identity is stated within the IDENTITY OF INSURERS in the **schedule** and any other subscribing **insurers**, including the **insurer**.

4.87. Wines and spirits

Means wines, spirits, beer and other alcoholic liquids.

4.88. You/your

Means for all **sections** the person or entity (including any **subsidiary company**) stated in the **schedule** as **insured**, including the **insured**.

5. PROPERTY DAMAGE

5.1. Property Definitions

In addition to the defined terms contained in the 'General Definitions', the following definitions apply to this **section** and the 'Extensions to the Property and Business Interruption Sections', the 'Exclusions to Property, Business Interruption, Goods in Transit and Money Sections' and the 'Other terms and conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **sections**.

These definitions replace any equivalent definition contained in the 'General Definitions' **section** or elsewhere in the **policy**.

5.1.1. Actual value

Means whichever of the following amounts is lower:

- a) the actual reduction in the market value of the **property insured** as a result of the **damage** from its value immediately prior to any **damage**; or
- b) the amount it would cost to repair or replace the **property insured** on the date of **damage** with similar material less a deduction for wear and tear, depreciation and, if applicable, obsolescence.

5.1.2. Contract works

Means:

- a) property forming part of the permanent or temporary works completed or in the course of completion in the performance of the contract with the **your** principal, and materials; and
- b) materials or other good supplied for incorporation into the works but not including property more specifically insured.

5.1.3. Declared value

Means **your** assessment of the cost of **reinstatement** of the **property insured** that would have been incurred at inception of the **period of insurance** if the **property insured** had been completely destroyed, ignoring inflationary factors which may operate subsequently.

5.1.4. Defined Peril

Fire, lightning, explosion, **earthquake**, aircraft or other aerial device or satellite or missile or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, **flood, storm**, escape of water from any tank or pipe, sprinkler leakage, escape of any solid or liquid due to a sudden and unforeseen event, theft or

impact by any vehicle or animal provided that such perils are insured under the 'Property' **section**.

5.1.5. Hired-in plant and equipment

Means:

- a) temporary buildings and caravans; and
- b) constructional plant, tools and equipment;

supplied to **you** and for which **you** are responsible under the terms of a hiring agreement while anywhere within the **territorial limits** including while in **transit**.

5.1.6. Electronic equipment

electronic office equipment located at **your** premises including but not limited to printers, photocopiers, facsimile machines, telecommunications systems, television screens and projectors, computer equipment, personal computers, word processing equipment, computer aided design equipment, keyboards, visual display units, desk top publishing equipment, graphic design equipment, and electronic imaging equipment.

5.1.7. Reinstate/Reinstatement

Means the repair or replacement of the **property insured** that has sustained **damage**, to a condition substantially the same as but not better or more extensive than its condition when new, including, in the case of **damage** to **buildings** or to **machinery, plant and all other contents**, any reasonable and necessary costs and fees covered under the 'Additional costs and expenses' **sub-section**.

5.1.8. Personal Property

means so far as the same are not otherwise insured, personal property of **your** principals, **employees**, partners or directors or visitors.

5.2. Property Cover

We will indemnify **you** in accordance with the 'Basis of settlement' conditions in the 'Other terms and Conditions Sections' **section** for accidental **damage** to the **property insured** provided that:

- a) the **damage** occurs during the **period of insurance**;
- b) unless stated otherwise, the **property insured** is located at the **premises** within the **territorial limits**; and
- c) the amount for which **we** will indemnify **you** will not exceed the **limit of indemnity** or in respect of any item its **sum insured** or any applicable **sub-limit** stated in the **policy**.

5.3. Additional costs and expenses

Where **damage** has occurred to **property insured** which are covered under this **section**, and where the cost of **reinstatement** is payable under the 'Basis of settlement' provisions in the 'Other terms and Conditions sections' **section**, **we** will indemnify **you**, as part of the cost of **reinstatement**, subject to the 'Additional costs and expenses' falling within the respective **sums insured** for the **property insured**, for the following additional costs and expenses that **you** may incur in consequence of the **damage**:

5.3.1. Architects', surveyors', consulting engineers' and other fees

The reasonable and necessary fees of architects, surveyors, consulting engineers and other fees incurred with **our** prior written consent, that **you** are reasonably obliged to incur in order to **reinstatement** the **buildings** or the **machinery, plant and all other contents**.

5.3.2. Criminal acts reward costs

The reasonable and necessary costs that **you** incur in paying rewards for information leading to a successful conviction, or information the police believe will lead to a conviction, following **damage** caused by arson, theft or other criminal acts.

5.3.3. Debris removal

The reasonable and necessary costs incurred by **you** in:

- a) removing debris of the **buildings** or the **machinery, plant and all other contents** from the **damaged** property site and the adjacent area within two hundred and fifty meters (250m) of the perimeter of the **damaged** property site;
- b) disposal of electronic **property insured** which has suffered **damage** in accordance with the Waste Management (Waste Electrical and Electronic Equipment) Regulations 2005;
- c) cleaning or clearing the drains, the sewers and/or the gutters of the **damaged** property site and the adjacent area within two hundred and fifty meters (250m) of the perimeter of the **damaged** property site;
- d) removing stock debris or extraneous materials from **buildings** or the **machinery, plant and all other contents**; and
- e) dismantling or demolishing, shoring up or propping or fencing of the **damaged** property insured that is covered by this **section**.

We will not indemnify **you** under this extension for any costs and expenses:

- i) arising from **pollution** or contamination insured by this **policy** other than sudden and

accidental **pollution** requiring clean-up of **your** own land;

- ii) of temporary boarding up of windows as part of a claim for breakage of glass; and/or
- iii) incurred in the re-erecting, fitting and fixing plant and machinery.

5.3.4. Energy performance and sustainable buildings

The reasonable and necessary additional costs of **reinstatement** of the **damaged building**, and resulting interruption of or interference with the **business**, that **you** incur with **our** prior written consent to:

- a) conform with the recommendation report contained in the current Energy Performance Certificate issued by an accredited assessor; and
- b) **reinstatement** the **damaged buildings** to a standard above the minimum required under any laws, rules or regulations set by national or local government which govern the construction or alteration of **buildings** with which **you** must comply in the country where **you**, or **your** assets, are based,

arising from the use of alternative materials or sources of materials in accordance with the principles of the Building Research Establishment Environmental Assessment Method and rating system for buildings (BREEAM) core standards.

We will not indemnify **you** for alterations to any undamaged portions of the **buildings**.

In the event that the amount for which **we** will indemnify **you** in respect of any **buildings** is reduced by the application of the 'Underinsurance conditions' (which are set out in the 'Other terms and conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **section**), then the amount for which **we** will indemnify **you** under this extension in respect of such **buildings** will be reduced in like proportion.

5.3.5. European Union and public authorities

The additional cost of **reinstatement** of the **buildings** or the **machinery, plant and all other contents** which may be incurred by **you** to comply with any laws, rules or regulations set by national or local government which govern the construction or alteration of buildings or the design or specification of machinery or equipment with which **you** must comply in the country where **you**, or **your** assets, are based, provided that:

- a) the amount recoverable by **you** under this clause will not include any cost incurred (including the cost to comply with any such law, rule or regulation), or which **you** were obliged to incur, prior to the happening of the **damage**;

- b) the amount for which **we** will indemnify **you** under this clause in respect of any such **property insured** will be reduced where the terms and conditions of the **policy** elsewhere or this clause provide for a reduction;
- c) **we** will not indemnify **you** under this clause where **you** fail to mitigate losses or unreasonably delay **reinstatement**;
- d) the total amount for which **we** will indemnify **you** under this clause in respect of undamaged portions of **buildings** other than foundations, will not exceed fifteen percent (15%) of the total amount for which **we** would have indemnified **you** had the **buildings** that have suffered **damage** been destroyed; and
- e) **we** will not indemnify **you** under this clause in respect of undamaged items of **machinery, plant and all other contents**.

5.3.6. Fire extinguishment expenses and emergency services damage

The reasonable and necessary:

- a) extinguishment expenses necessarily incurred by **you** in order to minimise **damage**;
- b) expenses incurred by **you** in recharging or repairing **damage** to any gas or sprinkler fire extinguishment system;
- c) fire brigade charges which **you** are legally obliged to pay;
- d) the reasonable and necessary costs incurred by **you** to restore **damage** to lawns, gardens, playing surfaces and landscaped areas, car parks, private roads and pathways at the **premises** caused by emergency service vehicles attending to **damage** at the **premises** for which **you** are covered by this **section**; and
- e) the reasonable and necessary costs and expenses incurred by **you** to upgrade or improve any gas or sprinkler fire extinguishment rendered necessary to comply with any regulations introduced after the installation of the existing system following an **incident** involving **damage** for which **we** have accepted a claim under this **section**, provided that:
 - i. the existing system installed prior to the **damage** complies with regulations in force at the time of installation;
 - ii. **we** will not indemnify **you** in respect of upgrading or improving any gas or sprinkler fire extinguishment in **property insured** that has not sustained **damage** for which **we** have accepted a claim under this **section**;

- iii. **we** will not indemnify **you** for upgrading or improving undamaged portions of any existing gas or sprinkler fire extinguishment system if it is not required by any regulations.

5.3.7. Flood resilience

The reasonable and necessary costs incurred by **you** with **our** prior written consent in:

- a) the utilisation of materials with improved water resilience in the repair or **reinstatement** of the **buildings**; and
- b) the relocation within the same **building** of replacement fixtures and fittings to an area less exposed to **damage** by water arising from **flood**.

5.3.8. Machinery re-erection

The reasonable and necessary costs of dismantling, re-erecting and resetting machinery that has not sustained **damage**, but only where such dismantling is necessary in order to gain access to and repair or reinstate **damaged property insured**.

Provided that:

- a) such machinery is deemed to be undamaged and in working order prior to such dismantling, re-erecting and resetting;
- b) **we** shall not provide indemnity for any **damage** to the machinery caused during such dismantling, re-erection and resetting; and
- c) such costs shall be in addition to the **sum(s) insured** but within the **limit of indemnity**.

5.3.9. Rent payable

where there is **damage** to **buildings** not owned by **you** of a kind not excluded by this **section**, for either:

- a) the rent paid or payable by **you** for the lease of the **buildings** in the course of the **business** for the unexpired term of the lease or, if sooner, until the **buildings** are repaired to a condition fit for habitation; or
- b) the proportion of the rent paid or payable for the untenable or unusable part of the **building** that would otherwise be occupied by **you**;

provided that in either case:

- i. any **building** which is leased or rented by **you** becomes untenable or unusable in consequence of **damage**;
- ii. the lease or rental agreement requires continuation of the rent to be paid; and
- iii. **we** shall not be liable for rent payable beyond a **maximum indemnity period** of twelve (12) months from the date of the **damage** to the **building**.

5.3.10. Temporary protection and expediting expenses

The reasonable and necessary costs incurred by **you** to:

- a) temporarily protect or preserve **property insured** in order to avoid or prevent immediately impending **damage** covered under this **section**, provided that the;
 - i. impending **damage** was not previously foreseeable and would have been the natural outcome if such costs were not incurred; and
 - ii. costs incurred do not exceed the indemnity that would have been available under this **policy** for the **damage** avoided; and
- b) board up windows and doors following breakage of glass; and
- c) expedite permanent or temporary repairs to or replacement of **property insured** following accidental **damage** covered under this **section**.

Temporary protection and expediting expenses do not include:

- i. expense payable elsewhere in the **policy**; or
- ii. the cost of permanent repair or replacement.

5.3.11. Trace and access

The reasonable and necessary costs incurred by **you**, in locating the source of any escape of water or fuel oil from any fixed water services or heating installation, including any subsequent repairs to **damage to repair walls, floors or ceilings** unavoidably caused directly during the work taken to locate the source of the escape, except **we** will not indemnify **you** for the cost of repairs to any fixed water services or heating installation.

5.4. Property Standard Extensions

We will indemnify **you** for:

5.4.1. Buildings in the course of construction or alteration

damage to:

- a) materials in connection with such work from the time they are delivered to the site at the **premises**;
- b) existing building or structure at the **premises** specified in the contract as affected by the works;

where works carried out at the **premises** are subject to clause 22(c) of the Joint Contracts Tribunal (JCT), clause 26(a) RIAI Blue Form or any similar contract conditions,

but only to the extent and for the perils for which **you** have accepted responsibility under such contract provided that such perils are not excluded by this **policy**.

We shall be entitled to charge an appropriate additional premium pro rata for the period of the contract and **you** shall pay such additional premium on demand from **us**.

For the purposes of this extension, all parties named in the contract for works are deemed to be joint insureds.

5.4.2. Capital Additions

damage of a kind not excluded by any other provision of this **policy** within the **territorial limits** to any:

- a) newly acquired property automatically upon acquisition (other than stock and materials in trade); and
- b) alterations, additions and improvements to **buildings**;

during the **period of insurance** provided that:

- i. **you** undertake to give particulars of such newly acquired property at the expiry date of the **period of insurance** or, if longer than twelve (12) months, at each twelve (12) month anniversary of the commencement of the **period of insurance** and to retrospectively insure the newly acquired **property** to the date of acquisition;
- ii. **we** will be entitled to charge, and **you** will pay, an appropriate additional premium pro rata from the date of acquisition of the newly acquired **property**;
- iii. **we** may vary the terms of the **policy** in respect of such newly acquired property;
- iv. **we** will not indemnify **you** for any appreciation in value that may accrue to any **buildings** following any alterations, additions and improvements; and
- v. in the event that **you** acquire property of a value that exceeds the **sub-limit** shown in the **schedule** for 'Capital Additions', then **you** should provide details to **us** in accordance with the 'Material changes during the policy period' clause set out in the 'General Terms and Conditions' **section**. This is a material change which alters the subject matter of the **policy**.

This extension is subject to the EU Coverage provision within the 'General Terms and Conditions' **section**.

5.4.3. Deterioration of stock

damage by deterioration or putrefaction to **stock and materials in trade** whilst contained within refrigerating units or any other temperature-controlled environment caused by:

- a) change of temperature: the rise or fall in temperatures as a result of:
 - i. the breaking, distortion or burning out of any part of the unit (excluding its own wiring termination including the plug and fuse) arising from mechanical or electrical defects in the unit occurring while the unit is being used under normal working conditions;
 - ii. non-operation of the thermostatic or automatic controlling devices forming part of the unit; or
 - iii. accidental failure of the public electricity supply not occasioned by the deliberate act of any utility undertaking; or
- b) contamination caused by sudden and unforeseen leakage of refrigerant or refrigerant fumes from the unit;

provided that for both a) and b):

- i. the event giving rise to such deterioration, putrefaction or contamination occurs during the **period of insurance**;
- ii. there is in force a planned maintenance programme for the servicing of the refrigerating machine or temperature control apparatus at regular intervals by the manufacturer or a competent engineer; and
- iii. the relevant refrigerating units or any temperature-controlled environment are less than fifteen (15) years old.

Provided that **we** shall not be liable for:

- I. the failure of the electricity utility undertaking arising from **your** deliberate act, unless performed for the sole purpose of safeguarding life or protecting any part of the utility undertaking systems;
- II. the failure of the electricity utility undertaking arising from any scheme of rationing not necessitated solely by **damage** to the utility undertaking's generating or supply equipment;
- III. wear and tear, deterioration or gradually developing flaws or defects in the unit or incorrect setting of thermostats and automatic controls;
- IV. the use of a refrigerating unit or temperature control systems over fifteen (15) years old unless specifically agreed by **us** in writing; or deterioration of stock due to failure of the

electricity supply services which does not exceed the time excess of twenty-four (24) hours.

5.4.4. Electronic equipment

the reasonable and necessary costs of **reinstatement of electronic equipment**. However if the **electronic equipment** is deemed to be obsolete and beyond economic repair at the time of loss as a result of **damage to property insured, we** agree to the replacement of **damaged electronic equipment** with items that fulfils the same function and have the same cost as that **damaged** when new.

5.4.5. Errors and omissions

damage to any **buildings, machinery, plant and all other contents**, and **stock and materials in trade** for which **you** are responsible and which are not otherwise insured under this **policy**, due to **your** inadvertent omission or error or an incorrect description of the **property insured**, provided that:

- a) notice is given to **us** as soon as practical upon discovery of any such error or omission;
- b) **you** pay any extra premium on all such property as from the inception of the **policy** or from the date **your** interest in such property is acquired; and
- c) this clause will not be construed to cover any property or cause that would otherwise be excluded by the **policy**.

This extension will be subject to a **sub-limit** of EUR5,000 per **occurrence** and in the aggregate.

5.4.6. Leased premises difference in conditions / difference in limits (DIC/DIL)

damage to buildings at the **premises**, for which **you** are legally liable as tenant (but not as owner/freeholder) in accordance with the requirements of a lease and which are not **property insured** under this **policy** but are insured under another more specific insurance policy. The extent of the indemnity provided under this extension is set out below.

We will indemnify **you** under this extension for the difference between the amount recoverable under the other more specific policy and the amount that would have been recoverable under this **policy** had the buildings been insured under this **policy**, provided that **we** will not indemnify **you**:

- a) unless the sum insured under the other more specific policy represents the full amount that would be required to reinstate the buildings in accordance with the basis of cover provided in the other more specific policy;
- b) unless a claim for the **damage** has first been submitted to the insurer of the other more specific policy;

- c) if **you** had become aware, prior to the **damage**, that the landlord had not insured the buildings either at all or to the full extent required by the lease and failed to take prompt action to arrange alternative insurance;
- d) if **you** were required under the lease to insure the buildings;
- e) if the other more specific policy has been cancelled, has lapsed, or been avoided, or cover has been declined as a result of a breach of the policy's terms or conditions, as a result of an act or omission for which **you** are responsible;
- f) for any deductible or excess applicable to the other more specific policy;
- g) for the **deductible** or **excess** that would have been payable had the buildings been insured under this **policy**;
- h) for loss or **damage** directly or indirectly caused by or resulting from, or in connection with, an **act of terrorism**;
- i) for losses arising from underinsurance; or
- j) for any amount recoverable under **your** public or general liability policy.

References in this extension to "buildings" will include fixtures and fittings.

5.4.7. Lock replacement

the reasonable and necessary costs incurred by **you** or:

- a) replacing external locks or safe or strong room locks at the **premises** in consequence of **damage** to the keys occurring at the **premises**, or at the home of **your** principals, directors or partners, or in consequence of a hold-up while the keys are in **your** personal custody or that of any authorised **employee**;
- b) reprogramming electronic locks following **damage** to electronic swipe or pass cards.

5.4.8. Metered water or gas

any charges for which **you** are legally responsible and unable to recover from any other party, in respect of loss of metered water or gas, provided that the:

- a) loss of water or gas is due to **damage** at the **premises** which is covered under this **section**;
- b) lost water or gas is measured by the utility meter;
- c) **building** to which this extension applies remains occupied and in use; and
- d) amount for which **we** will indemnify **you** in respect of any one **occurrence** is limited to

such excess water or gas charges incurred in consequence of **damage**;

- e) amount payable by **us** shall be ascertained by comparing the **trend adjusted** usage on the suppliers account for the ninety (90) days immediately after the **damage** with the same ninety (90) day period in the previous year;
- f) the insurance provided by this extension shall not apply to **unoccupied buildings**.

5.4.9. Personal Property

damage to **personal property** at the **premises** which are owned by **you** or held by **you** on trust or for which **you** have otherwise accepted responsibility.

5.4.10. Property at other locations

- I. **damage** to **machinery, plant and all other contents** or **stock and materials in trade** while temporarily removed away from the **premises** including whilst at all other locations (including third party storage locations) and the direct **transit** to and from, provided that:
 - a) the items temporarily removed are covered under this **section** while at the **premises**; and
 - b) **we** will not indemnify **you** for **damage**:
 - i. caused by theft or attempted theft:
 - A. from a building unless the theft involves entry to or exit from the building by violent and forcible means or arises from robbery or attempted robbery;
 - B. from an unattended vehicle unless all doors windows and other means of entry are closed and locked, and all valuable items are locked in secure compartments and hidden from view; or
 - C. from an unattended vehicle between the hours of 9pm and 6am unless parked in a security compound that is permanently manned and protected by a controlled security barrier or the vehicle is fitted with a Thatcham II security system which is armed at the time of the **damage**;
 - ii. to property of others held by **you** in trust; or
 - iii. to **valuables**, tobacco, cigars, cigarettes, **wines and spirits**, audio equipment, radios, televisions, video equipment, laptop and tablet computers, telephones and smartphones and pictures.

II. **damage to property insured** while at exhibitions and trade fairs within the Republic of Ireland and European Union, including **transit** directly to and from the exhibition or trade fair, except that **we** will not indemnify **you** for **damage**:

- a) to **valuables**, tobacco, cigars, cigarettes, **wines and spirits**, audio equipment, radios, televisions, video equipment, laptop and tablet computers, telephones and smartphones and pictures;
- b) from defective packing, faulty assembly or dismantling; or
- c) caused by theft or attempted theft.

Regardless of the above exclusion II.c), this extension will apply where the theft or attempted theft takes place from a building or a motor vehicle and the theft or attempted theft meets the following conditions:

- i. if the theft or attempted theft takes place from a building, the theft or attempted theft must involve entry to or exit from the building by violent and forcible means, or must arise from robbery or attempted robbery; or
- ii. if the theft or attempted theft takes place from a motor vehicle belonging to or under **your** control the vehicle must be:
 - A. occupied by **you** or **your employee**; or
 - B. if unattended, all doors windows and other means of entry must be closed and locked, and all valuable items locked in secure compartments and hidden from view.

5.4.11. Specified Equipment

We will indemnify **you** for accidental **damage**:

- a) occurring during the **period of insurance**;
- b) to the **property insured**:
 - i. specified in the **schedule** as 'Specified Equipment';
 - ii. located within the **territorial limits**; and
 - iii. when it is away from the **premises** only.

The 'Theft and fraud' exclusion in the 'Exclusions to Property, Business Interruption, Money and Goods in Transit Sections' **section**, will not apply provided that:

- a) whilst the specified **property insured** is left unattended is contained:
 - i. within an area which is locked and secured at all points of access; or

- ii. in the locked boot of or out of sight within any motor vehicle which shall have been locked at all points of access, and the theft or attempt thereof involves forcible and violent entry into the area or motor vehicle;

- b) where the value of the specified **property insured** contained in a motor vehicle exceeds EUR10,000, the motor vehicle is fitted with a proprietary system having an:
 - i. alarm activated by full perimeter and space protection, with a stand-by power supply; and
 - ii. anti-theft ignition immobiliser, passively armed, isolating a minimum of two circuits which are brought into operation whenever the vehicle is left unattended.

5.4.12. Spontaneous Combustion

damage to wood blocks, coal or coke by its own spontaneous combustion or self-heating.

5.4.13. Theft damage to uninsured Buildings

damage caused by theft from fixed permanent lockable structures at the **premises** for which **you** are responsible but which are not insured by the **policy** unless the structure in question is **unoccupied**.

5.4.14. Undamaged tenants' improvements

the cost to **you** of reimbursing **your** tenants for their undamaged improvements which are no longer available to them provided their lease is terminated as a direct result of **damage**.

5.4.15. Valuables

damage to **valuables** within the **machinery, plant and all other contents** item in the **schedule**.

5.5. Limitations and exclusions applicable to this section

In addition to the limitations and exclusions in the 'Exclusions to the Property, Business Interruption, Goods in Transit and Money Sections' **section** and the 'General Exclusions' **sections**, **we** will not indemnify **you** for:

5.5.1. Consequential loss

any form of indirect or consequential loss except as specifically included within this **section**.

5.5.2. Property insured elsewhere

damage to any **property insured**, or costs and expenses in respect of such **damage** which is otherwise more specifically insured under any other insurance, irrespective of whether or not a claim has been made under such insurance.

6. BUSINESS INTERRUPTION SECTION

6.1. Business Interruption Definitions

In addition to the defined terms contained in the 'General Definitions' **section**, the following definitions apply to this **section** and the 'Exclusions to Property Business Interruption, Goods in Transit and Money Sections' and the 'Other terms and conditions for the Property Business Interruption, Goods in Transit and Money Sections' **sections**.

These definitions replace any equivalent definition contained in the 'General Definitions' **section**.

6.1.1. Estimated gross revenue

Means the amount **you** declare to **us** as representing not less than the anticipated **gross revenue** that the **business** will earn during the financial year which is most nearly concurrent with the **period of insurance**, to be estimated in accordance with **your** latest available budget.

Where the **maximum indemnity period** exceeds twelve (12) months the amount **you** declare should be increased based on **your** latest available budget by a proportionately increased multiple of the anticipated **gross revenue** for the first twelve (12) months.

The most nearly concurrent financial year is the financial year which overlaps with the **period of insurance** for six (6) or more months.

6.1.2. Estimated insurable gross profit

Means the amount **you** declare to **us** as representing not less than the anticipated **insurable gross profit** that the **business** will earn during the financial year which is most nearly concurrent with the **period of insurance**, to be estimated in accordance with **your** latest available budget.

Where the **maximum indemnity period** exceeds twelve (12) months the amount **you** declare should be increased based on **your** latest available budget by a proportionately increased multiple of the anticipated **insurable gross profit** for the first twelve (12) months.

The most nearly concurrent financial year is the financial year which overlaps with the **period of insurance** for six (6) or more months.

6.1.3. Gross revenue

Means the **money** paid or payable to **you** for services rendered in the course of the **business** at the **premises**.

6.1.4. Indemnity period

Means the period beginning when the **incident** first happens, or the period beginning after the expiry of any time **excess** following the **incident**,

and ending not later than the **maximum indemnity period** stated in the **schedule**, during which the results of the **business** will be affected in consequence of the **incident**.

6.1.5. Insurable gross profit

Means the amount by which the amount of the **turnover**, the closing stock and work in progress exceeds the amount of the opening stock, work in progress and the amount of the **specified working expenses**.

6.1.6. Maximum Indemnity period

Means the period of years or months stated in the **schedule**.

6.1.7. Outstanding debit balances

Means the amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **damage**) to **your** customers accounts in the period between the date to which the last statement relates and the date of the **damage** but adjusted to take account of:

- a) of bad debts; and
- b) any abnormal conditions of trade which had or could have had a material effect on the **business**;

so that the figure thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the **damage** had the **damage** not occurred.

6.1.8. Rate of gross profit

Means the rate of **insurable gross profit** earned on the **turnover**, during the financial year immediately before the date of the **incident**, which will be **trend adjusted**.

6.1.9. Rent receivable

Means the **money** which **you** are or would be entitled to receive for rent and other charges and for services rendered in relation to the occupation or tenancy of **buildings** at the **premises**.

6.1.10. Specified working expenses

Means:

- a) purchases of materials or goods for resale (less discounts received);
- b) discounts allowed;
- c) carriage, packing and freight; and
- d) bad debts.

In addition to any other expenses which **you** have asked be added to this list, and which are stated in the **schedule**.

6.1.11. Standard gross revenue

Means the **gross revenue** during that period in the twelve (12) months immediately before the date of the **incident** which corresponds with the **indemnity period**, which will be **trend adjusted**.

6.1.12. Standard rent receivable

Means the **rent receivable** during the period in the twelve (12) months immediately before the date of the **damage** which corresponds with the **indemnity period**, which will be **trend adjusted**.

6.1.13. Standard turnover

Means the **turnover** during that period in the twelve (12) months immediately before the date of the **incident** which corresponds with the **indemnity period**, which will be **trend adjusted**.

6.1.14. Trend adjusted

Means adjustments made to figures to provide for variations in or circumstances affecting the **business** either before or after the **incident** or which would have affected the **business** had the **incident** not occurred, so that the adjusted figures represent the results which but for the **incident** would have been obtained.

6.1.15. Turnover

Means the **money** paid or payable to **you** for goods sold and delivered and for services rendered in the course of the **business** at the **premises**.

6.1.16. Uninsured fixed expenses

Means any fixed expenses of the **business** that **you** have deducted in arriving at the **estimated insurable gross profit**.

6.1.17. Unspecified customers

Means **your** customers with whom **you** have a direct contractual relationship.

6.1.18. Unspecified suppliers

Means **your** suppliers with whom **you** have a direct contractual relationship, but not including any suppliers or providers of utility services.

6.1.19. VAT

Means Value Added Tax under the Value-Added Tax Consolidation Act 2010.

6.2. Business Interruption Cover

We will indemnify **you** in accordance with the terms of this **section** for each item shown as operative in the **schedule** to the extent of any

applicable **sum insured** or **sub-limit**, for loss resulting from the interruption of or interference with the **business** caused by an **incident**.

Except that **we** will not indemnify **you** where at the time of any **damage** to property at the **premises** occurs there is not in force either:

- a) cover for such **damage** under the 'Property' **section** of the **policy**; or
- b) an insurance policy covering **your** interest in the property at the **premises** against such **damage**,

and payment has been made or liability accepted for such **damage**.

In the event that the cover **you** have arranged either under this **policy** or another insurance policy is not adequate to fund the prompt replacement, repair or **reinstatement** of the **damaged** property, **we** will not indemnify **you** for any increase in **your** loss that this causes.

6.2.1. Insurable Gross Profit/Estimated insurable gross profit

We will indemnify you for loss caused by a shortfall in turnover and/or increased cost of working, less savings. The indemnity under this **section** in respect of **insurable gross profit/estimated insurable gross profit** will be:

- a) in respect of loss caused by a shortfall in **turnover**:

the amount produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** does, in consequence of the **incident**, fall short of the **standard turnover**; and/or

- b) in respect of increased cost of working:

the additional expenditure, reasonably and necessarily incurred for the sole purpose of reducing the shortfall in **turnover** that would otherwise have occurred during the **indemnity period** in consequence of the **incident**, but not exceeding the amount produced by applying the **rate of gross profit** to the amount of the shortfall in **turnover** that **you** reasonably anticipated would thereby be avoided at the time the expenditure was incurred.

However, in relation to both a) and b):

- i. any amount saved during the **indemnity period** in respect of charges and expenses of the **business** payable out of or chargeable to **insurable gross profit** which cease or are reduced in consequence of the **incident** will be deducted; and
- ii. in calculating the increased cost of working, the amount of additional expenditure that

will be taken into account will be reduced by the proportion that the **estimated insurable gross profit** bears to the sum of the amounts of the **estimated insurable gross profit** and the **uninsured fixed expenses**.

6.2.2. Gross Revenue/Estimated gross revenue

We will indemnify **you** for loss caused by a shortfall in **gross revenue** and/or increased cost of working. The indemnity under this **section** in respect of **estimated gross revenue** will be:

- a) in respect of the shortfall in **gross revenue**:

the amount by which the **gross revenue** during the **indemnity period** does, in consequence of the **incident**, fall short of the **standard gross revenue**; and/or
- b) in respect of increased cost of working:

the additional expenditure, reasonably and necessarily incurred for the sole purpose of reducing the shortfall in **gross revenue** which would otherwise have occurred during the **indemnity period** in consequence of the **incident** but not exceeding the amount of the shortfall in **gross revenue** that **you** reasonably anticipated would be avoided at the time the expenditure was incurred.

However, in relation to both a) and b) any amount saved during the **indemnity period** in respect of charges and expenses of the **business** payable out of or chargeable to **gross revenue** which cease or are reduced in consequence of the **incident** will be deducted.

6.2.3. Additional cost of working

We will indemnify **you** for the increased expenditure reasonably and necessarily incurred by **you** for the sole purpose of avoiding or diminishing the interruption of or interference with the **business** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **incident**.

We will not indemnify **you** for expenditure incurred in repairing or replacing any item of property that could have been insured under the 'Property' **section** of this **policy** but which **you** chose not to insure, or for any shortfall in the amounts recoverable under the 'Property' **section** of this **policy** or any other policy covering **your** interest in the property due to the inadequacy of the relevant **sum insured**.

6.2.4. Additional increased cost of working

We will indemnify **you** for the additional expenditure reasonably and necessarily incurred for the sole purpose of maintaining the **business** during the **indemnity period** in excess of the amount recoverable under paragraphs a) and b) of the 'Gross Revenue/Estimated gross revenue' or

'Insurable Gross Profit/Estimated insurable gross profit' **sub-sections**.

We will not indemnify **you** for expenditure incurred in repairing or replacing any item of property that could have been insured under the 'Property' **section** of this **policy** but which **you** chose not to insure, or for any shortfall in the amounts recoverable under the 'Property' **section** of this **policy** or any other policy covering **your** interest in the property due to the inadequacy of the relevant **sum insured**.

6.2.5. Rent receivable

We will indemnify **you** for a shortfall in **rent receivable** and increased cost of working and the amount for which **we** will indemnify **you** under this **section** will be in respect of:

- a) the shortfall in **rent receivable**: the amount by which, in consequence of **damage** to the **premises**, the **rent receivable** during the **indemnity period** falls short of the **standard rent receivable**; and/or
- b) additional cost of working: the additional expenditure reasonably and necessarily incurred in reducing the shortfall in **rent receivable** which would have taken place during the **indemnity period** in consequence of the **damage** to the **premises** but not exceeding the amount of the shortfall in rent receivable that **you** reasonably anticipated would be avoided at the time the expenditure was incurred.

However, in relation to both a) and b):

- i. this cover will not be available under any of the extensions within the 'Business Interruption' **section**;
- ii. any amount saved during the **indemnity period** in respect of the expenses and charges payable out of or chargeable to **rent receivable** as may cease or be reduced in consequence of the **damage** will be deducted;
- iii. where at the time of **damage** there is a valid lease or license, **we** will only indemnify **you** to the extent that the **damage** gives rise to a contractual right for the tenant to cease payment of rent; and
- iv. if the **sum insured** in respect of **rent receivable** is less than the **standard rent receivable** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve (12) months), the indemnity **we** will pay to **you** will be proportionately reduced.

6.2.6. Research and development

The reasonable and necessary expenditure incurred to reinstate the research and development

programme of the **business** which is interrupted directly and solely as a result of **damage** to property at the **premises**, that solely and directly interrupts the current research and development programme, to the state the programme was at immediately prior to the **damage**.

6.2.7. Outstanding debit balances

We will indemnify **you** for loss of income resulting from **your** inability to trace or establish **outstanding debit balances** caused by **damage** during the **period of insurance** to the records of accounts receivable used by **you** at the **premises** for the purpose of the **business**, provided that:

- a) the amount **we** will pay **you** will be proportionately reduced if at the time of any **damage** the **sum insured** is less than the actual **outstanding debit balances**;
- b) all paper records/accounts are kept in a fire resisting cabinet or safe when not in use; and
- c) all electronic records are backed up at least weekly to disks which are stored off site or to a cloud based computer service.

In addition, **we** will pay reasonable and necessary expenses incurred in tracing and establishing customers' debit balances after the **damage**.

After payment of any claim hereunder, all amounts recovered by **you** on accounts receivable for which **you** have been indemnified for **outstanding debit balances** will belong and be paid immediately to **us** by **you** up to the total amount of loss paid by **us**.

However, this cover will not be available under any of the extensions within the 'Business Interruption' **section**.

We will not indemnify **you** for loss which falls within the 'Cyber risks' exclusion.

6.3. Additional Costs and Expenses covered by this section

We will indemnify **you** for the following costs and expenses that may be incurred following a loss covered under this **section**:

6.3.1. Professional accountants

We will indemnify **you** for the reasonable and necessary charges payable by **you** to professional accountants for producing:

- a) such particulars or details contained in **your** books/records that are not readily available to **you** or that **you** do not routinely produce; and
- b) any other evidence as may be required by **us** that is not readily available to **you** or that **you** do not routinely produce,

for the purpose of investigating or evidencing any claim made under this **section**, provided that at the time of loss such professional accountants are regularly acting as such for **you**.

Under clause a) the professional accountant's report will be the basis for evidence of the particulars and details to which such report relates, unless any such contradictory circumstance or evidence is apparent in which case the onus to prove the loss shall be upon the **you**.

6.4. Business Interruption Extensions

We will only indemnify **you** under each of these extensions if a **sub-limit** for the extension is shown in the **schedule**.

We will indemnify **you** for:

6.4.1. Customers' and suppliers' premises

Loss resulting from interruption of or interference with the **business** as insured by this **section** directly and solely caused by **damage** to property (of a type and by a cause that would be covered under this **policy** were it to happen at **your premises**) at the premises of **your**:

- a) specified customers (as specified in any applicable endorsement to the **policy**); and/or
- b) specified suppliers (as specified in any applicable endorsement to the **policy**).

However, **we** will not indemnify **you** under this extension for interruption or interference caused by **damage** to:

- a) premises of specified customers or specified suppliers outside the the Republic of Ireland by any cause other than **damage** by fire, lightning, explosion or aircraft impact; and/or
- b) the premises and/or transmission and distribution lines, pipes, cables and masts of electricity, gas, water or telecommunications service providers.

6.4.2. Unspecified customers' premises

Loss resulting from interruption of or interference with the **business** as insured by this **section** directly and solely caused by **damage** to property (of a type and by a cause that would be covered under this **policy** were it to happen at **your premises**) at the premises of **your unspecified customers**.

However, **we** will not indemnify **you** under this extension for interruption or interference caused by **damage** to premises of **unspecified customers** outside the Republic of Ireland.

6.4.3. Unspecified suppliers' premises

Loss resulting from interruption of or interference with the **business** as insured by this **section** directly and solely caused by **damage** to property (of a type and by a cause that would be covered under this **policy** were it to happen at **your premises**) at the premises of **your unspecified suppliers**.

However, **we** will not indemnify **you** under this extension for interruption or interference caused by **damage** to premises of **unspecified suppliers** outside the Republic of Ireland.

6.4.4. Damage to Property at contract sites

for loss resulting from interruption of or interference with the **business** as covered by this **section** caused by **damage** to property away from **premises** (but within the **territorial limits**) where **you** carrying out work as part of the **business**.

6.4.5. Damage to Motor Vehicles

We will indemnify **you** for the additional expenditure necessarily and reasonably incurred by the **you** 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 interruption of or interference with the **business** as covered by this **section** caused by **damage** to motor vehicles and trailers that are specifically built to carry goods which are subject to the:

- a) Consolidated version of the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) Regulations 2011 to 2023;
- b) Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010; and
- c) 'Approved List of Dangerous Substances' as published by the Health and Safety Executive.

6.4.6. Denial of access

Loss resulting from interruption of or interference with the **business** as insured by this **section** directly and solely caused by **damage** to property (of a type and by a cause that would be covered under this **policy** were it to happen at **your premises**) entirely within and not extending beyond two hundred and fifty (250) metres of the perimeter of the **premises** which physically prevents or hinders access to or the use of the **premises**.

We will not indemnify **you** for loss:

- a) occurring during any period other than the actual period of prevention or hinders of physical access to or the use of the **premises**;
or

- b) directly or indirectly caused by, contributed to by or arising out of or in connection with **damage** to property beyond two hundred and fifty (250) metres of the **premises**.

6.4.7. Inter-group dependency

loss resulting from interruption of or interference with the **business** as covered by this **section** resulting from **damage** to property (of a type and by a cause that would be covered under this **policy** were it to happen at **your premises**) not otherwise insured under this **policy** which is located at:

- a) **your** premises other than the **Premises** insured by this **policy**; or
- b) any premises of a **subsidiary Company**, or **your** holding company **you** (including those not insured hereunder);,

provided that the premises are within the **territorial limits**.

6.4.8. Loss of attraction

Loss resulting from interruption of or interference with the **business** as insured by this **section** in consequence of diminution of attraction to the **premises** caused directly and solely by **damage** to property (of a type and by a cause that would be covered under this **policy** were it to happen at **your premises**) occurring entirely within and not extending beyond one (1) mile of the perimeter of those **premises** or such distance as is specified in the **schedule**.

However we will not indemnify **you** for loss:

- a) relating to the first number of hours specified in the **schedule** as the **excess** of each and every interruption or interference;
- b) relating to any of **your premises** not within one (1) mile (or such distance as is specified in the **schedule**) of the **damage**; or
- c) directly or indirectly caused by, contributed to by, or arising out of or in connection with **damage** to property beyond (1) mile of the **premises**.

6.4.9. Notifiable disease, murder or suicide, food or drink poisoning

Loss resulting from interruption of or interference with the **business** as insured by this **section** caused by **your** inability to use the **premises** because they have been physically closed or sealed off in whole or part on the order of a competent public authority directly and solely in consequence of any of the following events:

- a) an incidence of a **notifiable disease**:
 - i. entirely at and not extending beyond the **premises**; or

- ii. attributable to food or drink supplied from the **premises**;
- b) the discovery of any organism entirely at and not outside the **premises** likely to result in an incidence of a **notifiable disease**;
- c) the discovery of vermin or pests entirely at and not outside the **premises**;
- d) an accident causing defects in the drains or other sanitary arrangements entirely at and not outside the **premises**; or
- e) an incidence of murder, manslaughter or suicide entirely at and not outside the **premises**.

We will only indemnify **you** for loss arising at those **premises** which are directly subject to an event in a) to e) above.

We will not indemnify **you** under this extension for any costs incurred to clean-up, detoxify, remove, monitor, test, repair, replace, recall or check the **premises** or any property at the **premises**.

We will also not indemnify **you** under this extension for loss resulting from closure of the **premises** imposed on the order of a public authority caused directly or indirectly by an incidence at the **premises** of any disease that is or subsequently becomes:

- i) declared or treated as an epidemic, pandemic, or Public Health Emergency of International Concern by the World Health Organisation or any organisation undertaking substantially the same function; or
- ii) identified as a major health incident in the Republic of Ireland, for which a 'National Public Health Emergency Team' (NPHET) or equivalent body or public authority has been established by the Department of Health and Minister for Health.

Once any disease has been so declared, treated or identified in accordance with i) or ii) of this extension, then for the purposes of this **policy** it will be deemed that the disease was so declared, treated or identified at the commencement of its outbreak within the **territorial limits** and **we** will not indemnify **you** under this extension in respect of any period before or after this date of commencement.

Notifiable disease means any of the following:

- a) Acute encephalitis;
- b) Acute meningitis;
- c) Acute poliomyelitis;
- d) Acute infectious hepatitis;
- e) Anthrax;

- f) Botulism;
- g) Brucellosis;
- h) Bubonic plague;
- i) Cholera;
- j) Diphtheria;
- k) Enteric fever (typhoid or paratyphoid fever);
- l) Food poisoning;
- m) Haemolytic uraemic syndrome (HUS);
- n) Infectious bloody diarrhoea;
- o) Invasive group A streptococcal disease and scarlet fever;
- p) Legionnaires' Disease;
- q) Leprosy;
- r) Malaria;
- s) Measles;
- t) Meningococcal septicaemia;
- u) Mumps;
- v) Rabies;
- w) Rubella;
- x) Smallpox;
- y) Tetanus;
- z) Tuberculosis;
- aa) Typhus;
- bb) Viral haemorrhagic fever (VHF);
- cc) Whooping cough;
- dd) Yellow fever.

6.4.10. Storage Locations

Loss resulting from interruption of or interference with the **business** as insured by this **section** caused directly and solely by **damage** to property (of a type and by a cause that would be covered under this **policy** were it to happen at **your premises**) at premises not owned or occupied by **you** but used by **you** for storage.

However, **we** will not indemnify **you** under this extension for interruption of or interference cause by **damage** at:

- a) storage locations outside the Republic of Ireland; or

- b) the premises of **your** customers and suppliers.

This extension is subject to a **sub-limit** of EUR 100,000 per **occurrence**.

6.4.11. Interruption of utilities supply

Loss resulting from interruption of or interference with the **business** as insured by this **section** caused by:

- a) **Damage** at any land based **premises** of any supply undertaking service provider or producer from which **you** obtain:
- i) electricity (including generating stations or sub-stations);
 - ii) gas (including any natural gas provider provided that it supplies gas directly to the supply undertaking or service provider which supplies gas to **you**);
 - iii) water (including water works and pumping stations);
 - iv) telecommunications services.

Provided that, **we** will not indemnify **you** under this extension or elsewhere in this **policy** for interruption or interference with the **business** caused by **damage**:

- a) resulting from the deliberate act of any supply undertaking, service provider or producer or the exercise by any such supply undertaking, service provider or producer of its power withhold or restrict or ration supply or services;
- b) resulting from strikes or any labour or trade dispute;
- c) resulting from drought;
- d) resulting from any other atmospheric or weather conditions, but not excluding accidental failure due to **damage** to supply utility equipment caused by such conditions;
- e) to electricity, gas, water or telecommunications transmission lines or pipes, except that this exclusion shall not apply to such property for which **you** are responsible that is located on, under or over **your premises**;
- f) to any satellite or interruption in the supply of any telecommunications; or
- g) where the period of interruption or interference is less than 48 hours.

6.5. Limitations and exclusions applicable to this section

In addition to the limitations and exclusions in the 'Exclusions to the Property, Business Interruption, Goods in Transit and Money Sections' and the

'General Exclusions' **sections**, **we** will not indemnify **you** for:

6.5.1. Other loss recoverable

any loss where payment has been made in respect of insured costs or expenses under any other **section** of this **policy** or another contract of insurance.

6.5.2. Off premises damage

Any loss caused by:

- a) acts of any civil, government or military authority caused by or following:
 - i. conflagration;
 - ii. **storm**;
 - iii. earthquake;
 - iv. explosion;
 - v. impact by aircraft or other ariel or spatial device; or
 - vi. **flood**;
 - vii. actual or suspected presence of any radioactive or toxic material (including "dirty bombs"); or
 - viii. suspect packages;
- b) Damage to:
 - i. any property in the vicinity of **your premises** or **property insured**;
 - ii. the property of **your** electricity, gas, water or telecommunications supplier;
 - iii. the property of any party in the supply chain to **you**;
 - iv. the property of any party in the distribution chain from **you**; or
 - v. any location not owned or occupied by **you** but where **property insured** is stored,

other than to the extent provided in the various extension clauses contained in this **section** or may be added by endorsement.

7. EXTENSIONS TO THE PROPERTY AND BUSINESS INTERRUPTION SECTIONS

The following extensions apply to the 'Property' and 'Business Interruption' **sections** and are subject to the terms conditions, limitations and exclusions of these **sections**.

The **sub-limits** will apply (on the basis set out in each extension) to the total of all claims under both the 'Property' and 'Business Interruption' **sections** in relation to that extension.

7.1. Property and Business Interruption standard extensions

We will indemnify **you** for:

7.1.1. Public relations expenses

The reasonable and necessary public relations expenses, directly relating to the protection of **your** brand image or reputation as may be impacted by the negative press coverage caused by **damage** and any resulting interruption or interference with the **business** that is insured under this **policy**.

This extension is subject to a **sub-limit** of EUR10,000 per **occurrence** and in the aggregate.

7.1.2. Professional support fees

The costs incurred by **you** in respect of reasonable and necessary fees paid to architects, engineers or other professionals (other than professional accountants) for producing details contained in **your** books or **documents**, or such other evidence required by **us** resulting from an **incident** for which **we** have accepted that this **policy** will respond.

We will not indemnify **you** for the fees and costs of legal advisors or loss assessors, nor the fees and costs of any consultants who provide consultation on coverage or negotiate claims.

The **sub-limit** under this extension will fall within the applicable **sub-limit** for the claim to which the costs relate.

This extension will be subject to a **sub-limit** of EUR5,000 per **occurrence** and in the aggregate.

8. GOODS IN TRANSIT

8.1. Goods in Transit Definitions

In addition to the defined terms contained in the 'General Definitions', the following definitions apply to this **section** and the 'Exclusions to Property, Business Interruption Sections, Goods in Transit and Money' and the 'Other terms and conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **sections**. These definitions replace any equivalent definition contained in the 'General Definitions' **section** or elsewhere in the **policy**.

8.1.1. Goods in transit

Means **property insured** (other than **money**) whilst in **transit** by road, rail or inland waterway within the **territorial limits**.

8.2. Goods in Transit Cover

We will indemnify **you** in accordance with the 'Basis of settlement' conditions in the 'Other terms and Conditions Sections' **section** for accidental **damage** to **goods in transit** provided that the **damage** occurs:

- during the **period of insurance**; and
- within the **territorial limits**.

Our liability under this **section** shall not exceed the **sums insured** stated in the **schedule**.

8.3. Transfer costs and expenses

We will also indemnify **you** for the reasonable and necessary costs and expenses incurred by **you** for:

- transferring the **goods in transit** to another vehicle;
- reloading the **goods in transit** onto the original vehicle for onward delivery or return to the point of origin; or
- the removal of debris of the **goods in transit** (but not the vehicle, the trailer or any part thereof);

should the vehicle carrying the **goods in transit** be involved in fire, explosion, collision or overturning. **Our** liability under this clause shall not exceed the **sub-limit** stated in the **schedule**.

8.4. Goods in Transit Standard Extensions

This **section** is extended to include the following additional coverages.

We will indemnify **you** for:

8.4.1. Employees' Effects

the **actual value** of **employees'** personal property if **damaged** by fire, explosion, theft, collision or overturning of the carrying vehicle, when the **employee** is accompanying **goods in transit** provided that there is no indemnity available under any other more specific insurance.

8.4.2. Ropes/sheets

damage to ropes, sheets, tarpaulins, trolleys and the like while in **transit**.

8.5. Limitations and exclusions applicable to this section

In addition to the limitations and exclusions in the 'Exclusions to the Property, Business Interruption, Goods in Transit and Money Sections' and the 'General Exclusions' **sections**, **we** will not indemnify **you** for:

- deterioration of goods conveyed in a refrigerated, frozen, chilled or insulated condition, which results from variation in temperature unless as a result of an accident to the conveying vehicle;
- breakage of fragile goods unless consequent upon an accident in which the carrying vehicle or vessel is **damaged**;
- damage** caused by or attributable to inadequate packing or stacking or protection against climatic conditions (other than by lightning) or incorrect addressing of any parcel or package;
- malicious **damage** or vandalism of **goods in transit** carried in or on open sided / curtained vehicles, or on any vehicle that cannot be secured;
- damage** of or to **valuables**, tobacco, cigarettes, **wines and spirits**, audio, video or computer disks (whether blank or encoded with content), digital music players, video equipment, mobile phones, tablet computers, cameras, computer games equipment, television, **documents**, manuscripts;
- damage** to **data** caused while in **Transit**;
- damage** caused by or in respect of **property insured** that is subject to the Consolidated version of the European Communities (Carriage of Dangerous Goods by Road and Use of Transportable Pressure Equipment) Regulations 2011 to 2023; or
- damage** caused by theft or attempted theft:

- i. from an unattended vehicle under **your** control unless while during the work day, shift period or during a break taken during the **transit**:
 - A. all doors have been securely locked and all windows and other openings securely and adequately fastened;
 - B. any immobiliser and any alarm fitted to the said vehicle is correctly set to operate; and
 - C. all keys are removed unless the vehicle is being operated as a tool of trade and such operation requires that the keys remain in the ignition so to provide power;
- ii. after the last **transit** of the work day or shift unless:
 - A. all keys are removed until collected by the driver for the next **transit**; and
 - B. the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates;
- iii. of **goods** carried in or on open sided/ curtained vehicles, or on any vehicle that cannot be secured.

8.6. Other terms and conditions applicable to this section

8.6.1. Basis of settlement

We may at **our** option repair, reinstate or replace the **goods in transit** or any part thereof on the same basis as the 'Basis of settlement' conditions in the 'Other terms and Conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **section** as accidental **damage to property insured**, except that the 'Underinsurance Conditions' condition in the 'Other terms and Conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **section** will apply in respect of claims under this **section**.

If **we** agree not to repair or reinstate any **goods in transit**, then **our** liability shall be limited to the **actual value** of the **damaged goods in transit**, however settlement on this basis shall be at **our** sole discretion.

8.6.2. Reasonable precautions

You will take all reasonable precautions in maintaining vehicles under **your** control in an efficient and roadworthy condition and ensure the suitability of the vehicles for the purpose used, employing competent and honest persons who can be entrusted with the **goods in transit**, and with packaging, labelling and addressing the **goods in transit**.

9. MONEY

9.1. Money Definitions

In addition to the defined terms contained in the 'General Definitions', the following definitions apply to this **section** and the 'Extensions to the Property and Business Interruption Sections', the 'Exclusions to Property, Business Interruption, Goods in Transit and Money Sections' and the 'Other terms and conditions for the Property, Business Interruption, Goods in Transit and Money Sections' **sections**.

These definitions replace any equivalent definition contained in the 'General Definitions' **section** or elsewhere in the **policy**.

9.1.1. Assault/assaulted

Means **injury** occurring to an **insured person** directly due to theft or attempted theft of **money**.

9.1.2. Disablement

Means, only for the purpose of this **section**, '**Permanent disablement**' or '**Permanent total disablement**' as those terms are defined in the 'Personal Accident' **section**.

9.1.3. Injury

Means, only for the purpose of this **section** a specific physical injury occurring directly due to theft or attempted theft of **money** which:

- is sustained by the **insured person** during the **period of insurance**; and
- solely and independently of any other cause, causes death or **disablement** of the **insured person**.

9.1.4. Insured person

Means, only for the purpose of this **section**:

- you** or any of **your** principals, directors, partners or **employees**; or
- any person acting on **your** behalf, other than an **employee** of a security company or organisation, not being over seventy-five (75) years of age nor being under sixteen (16) years of age.

9.2. Money Damage Cover

We will indemnify **you** in accordance with the 'Basis of settlement' conditions in the 'Other terms and Conditions Sections' **section** for the value of accidental **damage** to **money** provided that the **damage** occurs within the:

- territorial limits**; and
- the **period of insurance**.

9.3. Assault

If an **insured person** is **assaulted**, **we** will pay **you** the compensation benefit for **assault** provided that:

- the **assault** occurs within the **territorial limits**;
- the **assault** occurs during the **period of insurance**;
- for each category of **injury** to the **insured person**, the amount for which **we** will indemnify **you** will not exceed the amount of compensation stated in the 'Assault compensation benefits' in the **schedule**;
- death or **disablement** must follow within twenty four (24) months from the date of the **assault**; and
- the amount of compensation payable will not exceed eighty percent (80%) of the **insured person's** normal gross weekly remuneration.

In addition to the above, **we** will pay medical and surgical expenses, necessarily incurred with **our** consent as a result of an **assault** for which benefits have been provided under this clause, up to EUR 100 or fifteen percent (15%) of the amount paid in respect of weekly benefits (whichever is the greater).

9.4. Additional costs and expenses covered by this section

9.4.1. Clothing or personal effects

If any clothing or personal effects of the **insured person** are **damaged** directly due to any theft or attempted theft of **money** or **assault**, **we** will pay the **insured person** directly for the cost incurred to repair or replace the said clothing or personal effect with like kind and quality.

9.4.2. Damage to safes

If any safe, strongroom, bag, case or waistcoat used for the carriage of money or franking machine is **damaged** during the theft or attempted theft of **money**, **we** will pay **you** for the cost incurred to repair or replace the said items with like kind and quality.

The indemnity provided under this clause is limited to the:

- sub-limits** applicable per occurrence included in the **schedule**; and
- payment to the **insured** of one item of benefit under the 'Assault compensation benefits' in the **schedule**, in relation to any one **insured person**.

If no:

does not apply where the dishonesty is reported to **us** within fourteen (14) days of the loss or **damage**.

- a) **sub-limit** is shown in the **schedule**, the indemnity provided under this clause will be subject to a **sub-limit** of EUR2,500 per **occurrence** and in the aggregate; and
- b) items of benefit under the 'Assault compensation benefits' are shown in the **schedule**, the indemnity provided under this clause will be subject to:
 - i. a benefit per injured person of EUR20,000; and
 - ii. EUR200 in respect of temporary total disablement for each week not exceeding a benefit period of a hundred and four (104) weeks.

9.6.3. Unattended Vehicles

loss or **damage** to **money** contained in any unattended vehicle.

9.6.4. Coin operated machines

loss or **damage** to **money** contained in coin operated gaming or vending devices/machines.

9.6.5. Errors

loss or **damage** to **money** occasioned by errors or omissions.

9.6.6. Non-specific loss or damage

loss or **damage** to **money** except as specifically stated as being insured in this **section** or the **schedule**.

9.6.7. Security Carrier

loss or **damage** to **money** recoverable from a specialist security carrier.

9.6.8. Multiple benefits from assault

payment of more than one item of benefit under 'Assault compensation benefits' in the **schedule** to any one **insured person**.

9.5. Other terms and conditions applicable to this section

9.5.1. Carrying

Where the value of **money** in **transit** exceeds EUR2,500 **you** must arrange for the **money** to be accompanied as follows:

- a) over EUR2,500 and up to EUR5,000 - at least two (2) able bodied adults;
- b) over EUR5,000 and up to EUR10,000 - at least three (3) able bodied adults;
- c) over EUR10,000 and up to EUR15,000 – at least four (4) able bodied adults;
- d) over EUR15,000 - by a professional security company.

9.5.2. Locked safes

You will ensure that any safe containing **money** is securely locked and all keys or combination numbers to that safe are kept in a secure place away from the **building** or portion of the **building** containing the safe.

9.6. Limitations and exclusions applicable to this section

In addition to the exclusions applicable to this **section** in the 'Exclusions to the Property, Goods In Transit, Money and Business interruptions sections' and 'General Exclusions' **sections**, **we** will not indemnify **you** under this **section** for:

9.6.1. Consequential loss

loss or **damage** other than the **damage** expressly and specifically insured under this **section**.

9.6.2. Dishonesty

loss or **damage** which is in any way caused or facilitated by, or in collusion with any of **your** director, partner, or **employee** but this exclusion

10. EXCLUSIONS TO THE PROPERTY, BUSINESS INTERRUPTION, GOODS IN TRANSIT AND MONEY SECTIONS

The following exclusions apply to the 'Property', 'Goods in Transit', 'Money' 'Business Interruption **sections** and **sub-sections** including any extensions, or to just one **section** where expressly stated, in addition to the 'General Exclusions'.

Where expressly stated, the exclusions hereunder shall not exclude any subsequent **damage** resulting from any ensuing cause which is not otherwise excluded.

In some cases, an exclusion has particular relevance to the cover provided under an extension and so it is highlighted in the extension. However, in such cases (i) the extension in question remains subject to all other applicable exclusions and (ii) the exclusion so highlighted remains applicable to all other parts of the **section** and not just the extension where it is highlighted.

We will not indemnify you for:

10.1. Aircraft travelling at supersonic speeds

damage, or loss or interruption or interference caused by pressure waves from aircraft, drones, other aerial device travelling at supersonic speeds. But this exclusion shall not exclude subsequent loss resulting from an ensuing cause which is not otherwise excluded.

10.2. Boiler explosion and failure

- a) **damage**, or loss or interruption or interference caused by explosion, failure or collapse of a boiler (but not a boiler or economiser used for domestic purposes only), vessel, economiser, machine or pipe work at the **premises** in which internal pressure is due to steam only belonging to **you** or under **your** control;
- b) **damage**, or loss or interruption or interference caused by joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam, and feed piping in connection therewith; and
- c) any losses ensuing from a) and b) above.

But this exclusion will not apply to any subsequent **damage** resulting from an ensuing cause which is not otherwise excluded.

10.3. Confiscation

damage, or loss or interruption or interference directly or indirectly caused by, contributed to by or arising out of or in connection with, in whatever form, confiscation or expropriation of property by any acts of a public authority, regardless of any

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

10.4. Deliberate acts

damage deliberately or recklessly caused by any of **your** principals, directors, or partners but this exclusion does not apply to **damage** resulting from the use of reasonable force to protect persons or property against a peril not excluded by the **policy**.

10.5. Electrical or mechanical breakdown

damage, or loss or interruption or interference, caused by electrical or mechanical **breakdown** or failure including but not limited to overrunning, overheating or short-circuiting in addition to losses ensuing from the above.

But this exclusion will not apply to any subsequent **damage** resulting from an ensuing cause which is not otherwise excluded.

10.6. Excluded property

- a) **damage** to the following property, or interruption of or interference with **your business** caused by or resulting from **damage** to or in connection with:
 - i. livestock, bloodstock, fishstock, growing crops or trees;
 - ii. watercraft or aircraft or other aerial devices;
 - iii. railway locomotives or rolling stock or their accessories;
 - iv. motor vehicles or their contents, accessories, caravans or trailers except for such vehicles that are not licensed for road use;
 - v. **money**, bullion, foreign coins, counterfeit or substitute **money** except as specifically covered under the 'Money' **section**;
 - vi. land, piers, jetties, bridges, culverts or excavations;
 - vii. property in the course of erection or installation;
 - viii. property in **transit** except as specified in the 'Property at other locations' extension in the 'Property' **section** and the 'Goods in Transit' **section**;

- ix. explosives;
- x. **valuables** except as specifically covered under the 'Valuables' extension to the 'Property' **section**; or
- xi. telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, other than:
 - A. the lesser of either:
 - 1) those that partly or wholly serves to supply the **premises** but only to the point the terminal connection at the public mains; or
 - 2) those within fifty (50) metres of the perimeter of the **premises**;
 for which **you** are responsible.
 - B. as provided under the 'Interruption of utilities supplies' extension

- b) **damage** to moveable **property in the open**, gates or fences, unless the **damage** is caused by fire, lightning, aircraft, explosion, **earthquake**, riot, civil commotion, or impact and the property is designed and capable of being kept in the open.

10.7. Faulty workmanship

damage, or loss or interruption or interference caused by defective design, latent defect, the use of defective materials, operator error or omission, faulty workmanship or other inherent flaw.

But this exclusion will not apply to **damage** or subsequent loss resulting from an ensuing cause which is not otherwise excluded.

10.8. Gradual or environmental changes

- a) **damage**, loss, interruption or interference caused by:
 - i. erosion, corrosion, deterioration, wear and tear, marring or scratching, change of temperature (except as provided by the 'Deterioration of stock' extension);
 - ii. change of colour, texture or finish or inherent vice, rust, shrinkage, infestation, insects or vermin; and
 - iii. frost or freezing.

But in respect of i., ii., and iii, above, this exclusion will not apply to subsequent **damage** resulting from an ensuing cause which is not otherwise excluded.

- b) **damage**, loss, interruption or interference caused by mould, mildew or other microorganism of any type, including but not limited to any substance whose presence poses an actual or potential threat to human health.

Paragraph b) of this exclusion does not apply in respect of the insurance provided by the 'Notifiable disease, murder or suicide, food or drink poisoning' extension of the 'Business Interruption' **section**. This exclusion applies whether there is any:

- a) **damage** to **property insured** whether or not contributing concurrently or in any sequence;
- b) loss of use, occupancy, or functionality; or
- c) action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

10.9. Indirect loss

Any form of financial loss or interruption or interference that results from **damage** unless expressly stated as being insured by the **policy**.

10.10. Interest

interest on any claim payment or compensation benefit for any reason whatsoever.

10.11. Marine impact

damage, or loss or interruption or interference caused by impact with any **property insured** by any waterborne vessel or craft.

10.12. Marine insurance cover

damage, or loss or interruption or interference caused by **damage** to shipments until fully discharged or until marine insurance has ceased to cover, whichever last occurs.

10.13. Molten metal or glass

damage, or loss or interruption or interference caused by or consisting of the freezing, solidification or inadvertent escape of molten materials.

10.14. Non-specific loss or damage

damage, or loss or interruption or interference:

- a) caused by disappearance or which is not identifiable by **you** with a specific **incident** or which is unexplained, and which has not been notified under the terms of the 'Claim Conditions and Requirements';
- b) revealed only during an inventory or stocktaking;

- c) caused by or arising from misfiling or misplacing of property, information or **data**; or
- d) caused to **money** except as specifically stated as being insured in the **schedule**.

10.15. Pollution

damage, or loss or interruption or interference directly or indirectly caused by **pollution** or contamination, but this exclusion will not apply to **damage**, or loss or interruption or interference caused by:

- a) **pollution** or contamination which itself results from a **defined peril**; or
- b) a **defined peril** which itself results from **pollution** or contamination.

10.16. Processing

damage, or loss or interruption or interference caused by the **property insured**:

- a) undergoing any process including but not limited to, cleaning, repairing, restoring, renovating, testing, commissioning or packaging; and
- b) itself undergoing any heating process or any process involving the application of heat;

but this will not exclude subsequent **damage** resulting from an ensuing cause which is not otherwise excluded.

10.17. Riot

damage, loss, interruption or interference or **injury** occurring in Northern Ireland or the Republic of Ireland caused by riot, civil commotion, strikes and strikers, locked-out workers, persons taking part in labour disturbances or civil commotion or malicious persons or any unlawful association.

10.18. Subsidence or collapse

in respect of **buildings**:

- a) subsidence, ground heave or collapse caused by:
 - i. the bedding down of new structures, by settlement;
 - ii. coastal or river erosion; or
 - iii. by the movement of ground or of any building erected on a mining site;
- b) **damage** caused by subsidence, ground heave or collapse to the **buildings** or any part thereof whilst in the course of erection or undergoing demolition or structural repairs;

- c) **damage** caused by subsidence, ground heave or collapse which commenced prior to **our** agreement to provide insurance cover or **damage** which originated prior to the inception of this **policy**; or

- d) **damage** caused by the **buildings'** own collapse or cracking, however **we** will indemnify **you** in respect of such **damage** if it results from a cause which is not otherwise excluded;

But this exclusion will not apply to subsidence caused by fire, explosion, **earthquake** or the escape of water from any tank, apparatus or pipe.

10.19. Tax

the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **property insured**.

10.20. Theft and fraud

damage, or loss or interruption or interference caused by:

- a) theft or attempted theft, but this exclusion will not apply:
 - i. to theft or attempted theft from inside any of the fixed permanent lockable structures at the **premises** where there has been entry to or exit from the structure by forcible and violent means, unless the structure is **unoccupied**. Entry to or exit from the structures at the **premises** by forcible and violent means will not include forcible and violent entry to or exit from or through an internal door, office, cage, compartment or store within the structures unless that internal door, office, cage, compartment or store is the sole part of the structure occupied by **you**;
 - ii. to **damage** covered by the 'Theft damage to uninsured **buildings'** extension where a **sub-limit** for such cover is shown in the **schedule**;
 - iii. to loss covered by the 'Lock replacement' extension where a **sub-limit** is shown for such cover in the **schedule**;
 - iv. to loss covered by the 'Money' **section** or the 'Goods in transit' **section** if shown as 'INSURED' in the **schedule**;
 - v. to theft or attempted theft of the contents of **bulk storage tanks**;
 - vi. to theft or attempted theft of security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving

aerials, communication aerials, their fittings and masts affixed to the buildings, walls, gates, fences, fixed poles or fixed pylons at the **premises**;

- vii. to theft or attempted theft from **buildings**.
- b) theft or attempted theft of **property in the open**, unless contained within a securely locked and fenced compound and such **damage** involves entry to or exit from the compound by forcible and violent means or by violence or threat of violence to the **you** or any of **your employees**;
- c) dishonesty of **your employees**, but this will not exclude theft or attempted theft covered by a)j above;
- d) the deliberate or reckless acts of any of **your** principals, directors, or partners, but this exclusion does not apply to **damage** caused by the use of reasonable force to protect persons or property against a peril not excluded by the **policy**;
- e) any fraudulent or dishonest fraudulent or dishonest accessing, extraction, distortion, misappropriation or corruption of information or data, contained in any computer or **electronic data** equipment or system including phishing.

10.21. Unoccupied buildings

damage to **buildings** which are or become **unoccupied** during the **period of insurance**, and resulting interruption of or interference with the **business**, caused other than by fire, explosion, lightning, **earthquake**, aircraft, other aerial device, satellite, missile or articles which impact upon the **unoccupied buildings**.

10.22. Value of information

any amount pertaining to the value of information on **documents** or **electronic data** to **you** or any other party, even if such data cannot be recreated, gathered or assembled.

10.23. Water table level

damage, or loss or interruption or interference caused by change in water table level.

For the purpose of this exclusion 'water table level' means the vertical distance from the surface of the earth to underground water being the surface at which the soil or rocks are permanently saturated with water.

11. OTHER TERMS AND CONDITIONS FOR THE PROPERTY, BUSINESS INTERRUPTION, GOODS IN TRANSIT AND MONEY SECTIONS

The following terms, conditions and conditions precedent apply to the 'Property', 'Business Interruption', 'Goods in Transit' and 'Money' sections, and sub-sections including any extensions, or to just one section where expressly stated, in addition to the 'General Terms and Conditions' section.

The 'Conditions precedent' provision (clause 2.8) sets out the consequences of a failure to comply with the following provisions marked as 'CONDITIONS PRECEDENT'. Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

11.1. Property, Goods in Transit, Money and Business Interruption:

11.1.1. Designation

For the purpose of determining where necessary the heading under which any property is insured, **we** will accept the reasonable designation under which such property has been entered in **your** books/accounts.

11.1.2. Fire and security systems – CONDITIONS PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

You must ensure that:

- a) all intruder prevention/detection or security systems or appliances, CCTV and remote monitoring equipment, fire extinguishers, smoke or heat detectors, fire alarm systems and sprinkler systems installed at the **premises** are:
 - i. installed in accordance with the manufacturer's or installer's specification;
 - ii. not altered, varied or affected without **our** prior written consent;
 - iii. in full working order at all times; and
 - iv. regularly serviced under an annual maintenance contract entered into with the manufacturer, installer or an independent security or fire protection specialist;
- b) the fire alarm is tested at least weekly;
- c) the intruder alarm, CCTV and remote monitoring equipment are set whenever the protected portion of the **premises** is closed for **business** or **unoccupied**;

- d) the sprinkler system and its water supplies are inspected and tested weekly to ascertain they are in working order and that control valves are in the fully open position;
- e) all reasonable steps are taken to ensure that the sprinkler system is protected from frost insofar as **your** responsibility extends to maintaining the installation;
- f) in the event of any discharge or leakage the sprinkler system **you** will do and permit to be done all things practicable to save and protect the **property insured**;
- g) **you** will allow **us** to have access to the **premises** at all reasonable times for the purposes of inspection and if **we** notify **you** of any defects in the condition of the sprinkler system, **we** may at **our** option suspend sprinkler leakage cover until the defects have been remedied and approved by **us**;
- h) **we** are notified as soon as reasonably practicable (and in any event within thirty (30) days) of any defects or lapses in the protection devices and systems detailed in this condition and such defects are remedied promptly;
- i) **we** are notified immediately of any disconnection or failure of or downgrading of police or fire brigade response to the system likely to leave any area unprotected;
- j) any third party monitoring or response services (including by the Police) for **your** fire or intruder alarm or CCTV or any security guard attendance notified to **us** prior to inception or renewal of this **policy**, or which **we** have required **you** to put in place, will not be varied or terminated without **our** prior written approval; and
- k) available keyholders are notified to all appropriate monitoring or response services.

We will not be liable for **damage** caused by fire, explosion, subterranean fire and theft subsequent to **you** receiving a written notification from an intruder and/or fire alarm company that the maintenance is suspended or from the relevant police authority or fire brigade that alarm signals from the **premises** will no longer be answered.

Cover under this **policy** will not be invalidated by any defect in the said devices and systems due to circumstances beyond **your** control arising after the systems have been properly set and provided all servicing and maintenance required by this

condition has been successfully carried out and no outstanding defects have been left unremedied.

11.1.3. Fire and security systems – Notification of termination of maintenance / monitoring

If **you** receive notification from:

- a) the maintenance contractors that the maintenance of **your** fire or intruder alarm or CCTV is suspended; or
- b) the Police or third party monitoring service that signals from **your** fire or intruder alarm or CCTV will no longer be monitored or answered;
 - i. **you** must notify **us** as soon as reasonably practicable but in any event within thirty (30) days. If **you** do not notify **us** within this period and **we** are prejudiced by the delay, **your** claim may not be covered.; and
 - ii. **we** will be entitled to impose additional policy terms or conditions and/or charge additional premium as a condition of continuing to provide cover for **damage** by fire or theft.

11.1.4. Hot works – CONDITIONS PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

Where work involving use of a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment by any person (whether a third-party contractor, an **employee** or other) is carried out at the **premises you** must ensure that:

- a) written risk assessment is completed in accordance with the Safety, Health and Welfare at Work Act 2005 and recorded in a safety statement or the QBE Hot Work Permit or such similar permit or documentation a hot work permit is completed by an appropriately trained, competent and authorised person before such work commences; and
- b) the precautions and systems of work shown on the designated hot work permit are complied with at each stage of the work.

This clause shall not apply where such work is an integral part of **your** trade processes.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

11.1.5. Maintenance of fire extinguishers – CONDITION PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

- a) the fire extinguishers are visually inspected regularly to ensure that they are in position, have not been discharged or tampered with and keep a written record thereof;
- b) any defect is remedied promptly;
- c) establish and maintain a training programme for the operation of fire extinguishing appliances and retain a documented register of all such training for inspection by the Insurer on request; and
- d) ensure that fire extinguishers are subject to maintenance agreements with the manufacturers or installers.

Cover under this **policy** will not be invalidated by any defect in the said appliances due to circumstances beyond **your** control.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

11.1.6. Non-invalidation

In the event of an inadvertent act or omission or alteration which increases the risk of **damage** or loss of a kind which is not subject to a **policy** exclusion, and which occurs without **your** authority or knowledge or beyond **your** control, such material alteration will not invalidate this **policy**, provided that:

- a) **you** have taken all reasonable steps to bring the requirements of the **policy** to the attention of all employees, agents or third parties who have responsibility for the operation and management of those aspects of **your** business that are the subject of express obligations imposed by this **policy**; and
- b) **you** give notice to **us** as soon as reasonably practicable on knowledge of such act, omission or alteration.

Following notification under this clause, **we** will be entitled to impose additional policy terms, cancel the **policy** or charge additional premium at **our** discretion.

11.1.7. Other parties

The interest of such other parties, including lessors, mortgagees, banks and hire purchase companies, is noted in this **policy** but only to the extent of their financial interest in the **property insured**.

In the event of any claim:

- a) **you** must immediately (and in any event within two (2) working days of notifying **us** of a claim) declare to **us** the names of such interested parties. If **you** do not notify **us** within this period and **we** are prejudiced by the delay, **your** claim may not be covered; and

- b) **we** will consult with such declared interested parties as regards the manner and method of any indemnity to protect the direct financial interests of such parties.

11.1.8. Reinstatement of limits or sums insured following loss

In the event of a **sum insured** becoming reduced or exhausted on account of a claim under this **policy** then at **your** request **we** may at **our** sole discretion agree that the available **sum insured** will not be reduced by the amount of any loss, in consideration of which **we** reserve the right to charge an additional premium.

11.1.9. Savings

If any sums are payable to **you** under the 'Property' **section** which reduce the ongoing charges and expenses of the **business** during the **period of insurance**, any such amounts will be treated as savings in the calculation of the indemnity payable under the 'Business Interruption' **section**.

11.1.10. Single occurrence – Specified Perils

All claims for losses caused by the following perils happening within seventy-two (72) consecutive hours will be deemed to be a single **occurrence** even where the losses do not share the same original cause:

- a) **earthquake, flood, or storm**; and
- b) riot, civil commotion, malicious damage and vandalism but only within the limits of one (1) borough, city, town or village.

Where losses caused by these perils happen over a period of greater duration than the above seventy-two (72) hour periods, **you** may decide to divide those losses into two (2) or more **occurrences** provided that:

- i. no two (2) periods overlap; and
- ii. the losses have separate original causes and so would not otherwise be aggregated as a single **occurrence** under this **policy**.

Any consecutive seventy-two (72) hour period which extends beyond the expiry or cancellation date will be considered to fall entirely within the **period of insurance**.

11.1.11. Unoccupied buildings – CONDITIONS PRECEDENT

In the event of **damage** to **unoccupied buildings** caused by fire explosion, lightning, **earthquake**, aircraft, other aerial device, satellite, missile or articles which impact upon **unoccupied buildings**, **we** will only indemnify **you** under the **policy** if **you** have complied with the following conditions precedent:

- a) **you** have given **us** notice that the **building** is or will become **unoccupied**;
- b) **you** have paid any extra premium and complied with any additional conditions **we** may require to provide cover in respect of such **unoccupied buildings**;
- c) within seven (7) days prior to or upon commencement of this **policy** or the **building** becoming **unoccupied**, **you** or **your** nominee have carried out a detailed inspection of all doors, windows and other access points to ensure that they are secure against unauthorised entry and document the inspection including any signs of forced entry or occupation by unauthorised persons and detailed any action required to make the **building** secure;
- d) during the **period of insurance** **you** or **your** nominee have inspected the **building** every seven (7) days, keeping a written record. All measures to prevent unauthorised entry or **damage** must be implemented but if such measures have proved inadequate, improvements to prevent further reoccurrences must be made and documented and notified to **us**;
- e) if **you** become aware of an attempt at unlawful entry or vandalism at the **buildings** during the **period of insurance** **you** must give notice of these to **us** within five (5) working days. If **you** do not notify **us** within this period and **we** are prejudiced by the delay, **your** claim may not be covered. **We** will then have the right to impose any additional policy terms or conditions and/or charge such additional premium as **we** require;
- f) all main services have been turned off and water tanks drained to prevent **damage** caused by escaping water;
- g) all combustible materials have been removed from inside and outside the **buildings** to prevent **damage** by fire; and
- h) **you** have notified **us** immediately as soon as reasonably practicable (and in any event before) if the **buildings** are to be occupied by contractors or tenants for renovation, alteration or conversion purposes. If **you** do not notify **us** within this period and **we** are prejudiced by the delay, **your** claim may not be covered.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

11.2. Property section only:

The following conditions apply to the 'Property' and 'Money' sections only.

11.2.1. Security protection – CONDITIONS PRECEDENT

We will only indemnify **you** under the 'Property' section if **you** comply with the following conditions precedent:

You must ensure that the following protections are fitted at each **premise** and operating effectively whenever the buildings are **unoccupied** or closed for business:

- a) External doors:
 - i. metal/aluminium/UPVC framed glazed doors to be secured by a proprietary cylinder mortise lock.
 - ii. armoured plate doors to be secured by manufacturer's locks as supplied.
 - iii. roller shutters, sliding or concertina doors, up and over doors and loafing bay doors to be secured by:
 - 1) a steel locking bar secured by a close shackle padlock with a minimum of five levers; or
 - 2) proprietary/manufacturers guide mounted locking system or hook bolt.
 - i. any door officially designated a fire exit by the Authorities to be fitted with hinge bolts top and bottom and any additional locks approved by the local Fire Officer.
 - ii. all other doors wicket gates, trap doors and hatches to be secured by either:
 - 1) a mortise deadlock with a minimum of five levers conforming to BS EN 12209:2003 standard (or superior) and a boxed steel striking plate;
 - 2) an automatic deadlocking rim lock conforming to BS EN1303:2005 standard; or
 - 3) a steel locking bar secured by a close shackle padlock with a minimum of five levers unless the door is the final exit door, barrel bolts of at least 150mm length, mortise rack bolts or flush bolts must be fitted top and bottom to each leaf.

b) Windows:

All opening ground floor, basement and easily accessible upper storey windows and skylights to be secured by proprietary key operated window locks unless protected by internal or external bars, grilles or weld mesh.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

11.3. Property, Goods in Transit and Money sections only:

The following conditions apply to the 'Property', 'Goods in Transit' and 'Money' sections only.

11.3.1. Basis of settlement

In the event of **damage** to **property insured** under the **policy** the indemnity **we** will pay to **you** will be calculated as follows:

- a) on **buildings** not awaiting demolition and all other **property insured** where the basis of settlement is not more specifically stated below:
 - i. the cost of **reinstatement** if **you** complete the work of **reinstatement** within a reasonable time of the **damage**;
or
 - ii. should **you** decide not to **reinstatement** or fail to complete the work within a reasonable time, the **actual value**;
- b) on **buildings** awaiting demolition, the reasonable and necessary costs of securing the **building** and removing debris which are incurred by **you** solely as a result of the **damage**;
- c) on **stock and materials in trade** (excluding bulk stock in **bulk storage tanks**) that are unsold, the cost of production, including materials and labour, to restore the stock to the condition prior to the **damage**;
- d) on bulk stock in **bulk storage tanks**, the cost of replacement of the same quantity of bulk stock in **bulk storage tanks** at the time of **damage**, with due allowance for exchange rate fluctuation or variation in the raw material cost, provided that the **sum insured** of bulk stock in **bulk storage tanks** at inception of the **period of insurance** or any subsequent revision of its **sum insured** must represent not less than the replacement cost of the quantity being insured at that time;
- e) on raw materials, supplies and other merchandise not manufactured by **you**:

- i. the expenditure incurred in repairing or replacing the **damaged** property; or
 - ii. if not repaired or replaced, the **actual value**;
- f) on **documents**, the value of the materials as stationery and the additional cost of clerical labour in writing up and not for the value of the information contained therein;
- g) on **valuables**, the lesser of:
- i. the reasonable and necessary cost to repair or restore such property to the condition that existed on the date of loss prior to the **damage**;
 - ii. the cost to replace the article; or
 - iii. the value, if any, stated in the **schedule** pertaining to the specific article;
- h) on **computer equipment**, the cost of repairing or replacing, however if the **computer equipment** is obsolete after **damage** and beyond economic repair, **we** agree to the replacement with **computer equipment** that fulfils the same function and up to the same cost as that **damaged computer equipment** when new;
- i) on **electronic data** the cost to repair, replace or restore the medium containing such **electronic data** to the condition that existed immediately prior to the **damage**, including the cost of reproducing any **electronic data** contained thereon, providing such medium is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, incurred by **you** recreating, gathering and assembling such **electronic data**. If the medium is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media;
- j) on **employees', directors' or visitors' property**, the cost of repairing or replacing the item(s) as new, whichever is the lesser;
- k) on motor vehicles or motor chassis the **actual value**.

11.3.2. Contract price

In respect of goods sold, but not delivered, for which **you** are responsible under a contract of sale, if the contract of sale is cancelled wholly or in part by reason of the **damage**, the indemnity **we** will pay to **you** will be based on the contract price of the goods and in the event of underinsurance the value of all goods to which this clause would in the event of **damage** be applicable will be ascertained on the same basis.

11.3.3. Contractor's interest

When **you** are required by the terms or conditions of any contract to insure the **buildings** and **machinery, plant and all other contents** in joint names with any contractor or sub-contractor undertaking **contract works** at the **premises we** will note the interest of the contractor or sub-contractor as a joint insured under this **policy** but only to the extent of **your** legal obligation to effect such joint insurance under the relevant contract.

This term will not apply where the total value of the **contract works** is greater than EUR100,000 unless **you** have notified **us** prior to the commencement of the works and paid any additional premium **we** require.

11.3.4. Contracting purchaser

A purchaser of any **building** insured under the 'Property' **section** where the sale completes after **damage** has been caused (but who was contracted to purchase the **building** before **damage**) will benefit from the insurance under this **section** to the extent that the **building** is not otherwise insured by the purchaser and without prejudice to any rights and liabilities of **you** or **us**.

11.3.5. Day One (1) basis – non-adjustable

For each item of **property insured** specified as insured on a 'Day One (1)' basis in the **schedule**, **we** agree to calculate the premium upon the **declared value** provided that **you** notify **us** of the **declared value** of each such item at inception and renewal of the **policy** (in the absence of such a notification, **we** will take the last amount declared by **you** as the **declared value** for the ensuing **period of insurance**).

11.3.6. Electrical Inspection – CONDITION PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

- a) the electrical system at the **premises** is inspected and tested by the Electrical Safety Supervisory Body (ESSB) in accordance with the National Rules for Electrical Installations (IS 10101:2020) and an inspection certificate is issued following such inspection;
- b) any work specified on such certificate to ensure the electrical installation meets IEE Regulations shall be carried out within the timescales indicated on the inspection certificate; and
- c) the electrical installation shall be further inspected and tested within the timescale recommended on the completion and inspection certificate.

This condition precedent shall not apply to retail premises or where **you** are not deemed to have responsibility for electrical installation maintenance.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

11.3.7. Involuntary betterment

Where **property insured** is **damaged** and requires replacement and similar property is not obtainable, **we** agree to provide:

- a) without deduction for betterment, replacement similar property capable of performing the same function; and
- b) and install any necessary technologically current equipment excluding **computer systems** due to incompatibility between the replacement equipment and the undamaged existing equipment at the same location.

We will not indemnify **you** for more than the amount sufficient to enable **you** to resume operations in substantially the same manner as before the **damage**.

11.3.8. Pairs and set settlement basis

Any indemnity **we** pay to **you** under this **policy** will include the resulting reduction in value of the remaining undamaged components or parts of products customarily sold as individual units or sold as pairs, sets or lots or ranges of sizes or colours.

11.3.9. Roof Maintenance – CONDITION PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

- a) any flat felted roof portion within the described **premises** is inspected at least once every year by a qualified builder or property surveyor and any defect whether identified by that inspection or otherwise, be repaired immediately;
- b) any guttering is checked for blockages or defects by a competent person at inception and at six (6) monthly intervals thereafter and any remedial action be implemented immediately; and
- c) a record of all inspections is made and retained by **you**,

where **you** have responsibility for maintenance of the building as a freeholder or leaseholder.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

11.3.10. Stock declaration

In respect of **stock and materials in trade** and any item of stock more specifically insured hereby

where the stock declaration condition is stated as 'operative' in the **schedule**, this insurance is subject to the following special provisions:

- a) The 'Underinsurance conditions' in this **section** will not apply to any claim in respect of **stock and materials in trade**;
- b) the first and annual premiums are provisional and are subject to adjustment as described below;
- c) declarations of the value of such **stock and materials in trade** on the last day of each quarter shall be made in writing by **you** to the **us** within thirty days of the close of the said period. If no declaration is given, **you** will be deemed to have declared the maximum **sum insured** as the value;
- d) on the expiry of each **period of insurance** the actual premium payable will be calculated at the rate agreed upon the average **sum insured**, i.e. the total of the **sum insured** declared divided by the number of declarations. If the premium due is greater than the provisional premium, **you** will pay the difference or if it is less, the difference will be repaid to **you**;
- e) in consideration of the insurance not being reduced by the amount of any loss, **you** will pay such extra premium as may be required.

11.3.11. Underinsurance conditions

Each item of **property insured** is, to the extent specified in the **schedule** as being covered on a **sum insured** basis, subject to the following conditions of underinsurance:

- a) Day one (1) basis underinsurance condition

where **property insured** is specified as insured on a 'Day One (1)' basis in the schedule then if at the time of loss the **declared value** of the **property insured** is less than the cost of reinstatement that would have been incurred at inception of the **period of insurance** if the **property insured** had been completely destroyed, then the indemnity **we** will pay to **you** for any loss hereby insured will be limited to that proportion thereof which the **declared value** bears to the cost of reinstatement; and

- b) Standard underinsurance condition

where **property insured** is not specified as insured on a 'Day One (1)' basis in the **schedule** then if at the commencement of any **damage** the **sum insured** is less than the maximum amount for which **we** could be liable to indemnify **you** under the 'Basis of settlement conditions' if the **property insured** had been completely destroyed, then the indemnity **we** will pay to **you** for any loss hereby insured will be limited to that proportion thereof which the **sum insured**

bears to the maximum amount for which **we** could be liable to indemnify **you** under the 'Basis of settlement' conditions if the **property insured** had been completely destroyed.

11.3.12. Waste – CONDITION PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

- a) all waste produced by **you** as a result of **your business** which is bulked up and stored at the **premises** is removed at least every fourteen (14) days.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

11.3.13. Workmen

You shall be entitled to employ workmen to carry out alterations, repair, decoration, plant installation, general maintenance and the like at the **premises** as required.

11.4. Business Interruption only:

The following conditions apply to the 'Business Interruption' **section** only.

11.4.1. Alternative trading

If during the **indemnity period** goods are sold or services rendered remotely, or via the internet from the **premises**, or elsewhere than at the **premises** for the benefit of the **business**, either by **you** or a **group company** or by others on **your** behalf, the amount received by **you** or them in respect of such sales or services will be brought into account in calculating the **turnover** during the **indemnity period**.

11.4.2. Accumulated stock

In adjusting any loss, **we** will consider and make an equitable allowance if any reduction in **turnover** due to the **damage** is postponed up to a maximum of twelve (12) months beyond the end of the **maximum indemnity period** by reason of the **turnover** being temporarily maintained from accumulated stocks of finished goods, including for the cost of recreating or replacing stock thereby used.

11.4.3. Declaration and non-Declaration linked condition

- i. Declaration linked condition

When the 'Declaration linked Condition' is noted as 'Operative' in the **schedule**, the following conditions apply:

- a) prior to each renewal **you** must provide figures for the **estimated insurable gross profit** or **estimated gross revenue** to be

insured. These figures are to be calculated for the financial year most nearly concurrent with the ensuing **period of insurance** (proportionately increased where the **maximum indemnity period** is greater than twelve (12) months);

- b) the first and annual premiums in respect of **estimated insurable gross profit** or **estimated gross revenue** are provisional and calculated on the basis of the figures **you** have provided in accordance with a) above;
- c) no later than six (6) months after the expiry of each **period of insurance** **you** must provide **us** with a declaration certified by **your** usual professional accountants of the **insurable gross profit** or **gross revenue** earned during the financial year most nearly concurrent with the **period of insurance**;
- d) if a claim has been made for loss of **insurable gross profit** or **gross revenue** suffered during the period covered by the declaration provided at c), the amounts paid or to be paid by **us** for loss during that period will, for the purposes of premium calculation under this clause, be added to the amount certified in the declaration, excluding payments under the 'Additional increased cost of working' clause;
- e) if the amount certified in the declaration for **insurable gross profit** or **gross revenue** (adjusted as provided at d) and proportionately increased where the **maximum indemnity period** is greater than twelve (12) months) is less than the **estimated insurable gross profit** or **estimated gross revenue** for the corresponding **period of insurance** **we** will refund **you** a proportionate amount of the premium **you** have paid on the **estimated insurable gross profit** or **estimated gross revenue** but not exceeding twenty five percent (25%) of such premium;
- f) if the amount certified in the declaration for **insurable gross profit** or **gross revenue** (adjusted as provided at d) and proportionately increased where the **maximum indemnity period** is greater than twelve (12) months) is greater than the **estimated insurable gross profit** or **estimated gross revenue** for the corresponding **period of insurance** **you** must pay a proportionate additional premium on the **estimated insurable gross profit** or **estimated gross revenue**;
- g) the 'Underinsurance conditions' in this **section** will not apply except as set out in h) below;

and

- h) if the **insurable gross profit** or **gross revenue** that would, but for the **incident**, have been earned during the financial year most nearly concurrent with the **period of insurance** exceeds the percentage uplift specified in any applicable endorsement to this **policy** of the **estimated insurable gross profit** or **estimated gross revenue** respectively (proportionately reduced in either case to an annual figure where the **maximum indemnity period** is greater than 12 (twelve) months), then the amount for which **we** will indemnify **you** for any loss hereby insured will be limited to that proportion which the **estimated insurable gross profit** or **estimated gross revenue** (proportionately reduced to an annual figure if required) bears to the **insurable gross profit** or **gross revenue** that would, but for the **incident**, have been earned during the financial year most nearly concurrent with the **period of insurance**.
- i) notwithstanding any other clause of this **policy**, **our** liability for any loss insured in respect of:
- i. **insurable gross profit** or **gross revenue** will in no case exceed the percentage up lift specified in any applicable endorsement to this **policy** applied to the **estimated insurable gross profit** or **estimated insurable gross revenue**;
 - ii. each other item will in no case exceed one hundred per cent (100%) of the sum stated in the **schedule**; or
 - iii. all items insured by this **section** will in no case exceed the sum of the percentage up lift specified in any applicable endorsement applied to each item of **estimated insurable gross profit** or **estimated gross revenue** and one hundred per cent (100%) of the **sums insured** in respect of all other items specified,
- j) Non-Declaration linked condition

Unless noted otherwise in the **schedule**, this condition will apply as standard to the 'Business Interruption' **section** or when the 'Declaration linked Condition' is noted as 'Non Operative' in the **schedule**: if the **insurable gross profit** or **gross revenue** that would, but for the **incident**, have been earned during the financial year most nearly concurrent with the **period of insurance** exceeds the **sums insured** stated in the **schedule** for **insurable gross profit** or **gross revenue** respectively (proportionately reduced in either case to an annual figure where the **maximum indemnity period** is greater than 12 (twelve) (12) months), then the amount for which **we** will indemnify **you** for any loss hereby insured will be limited to that proportion which the relevant **sum insured** (proportionately reduced to an annual

figure if required) bears to the **insurable gross profit** or **gross revenue** that would, but for the **incident**, have been earned during the financial year most nearly concurrent with the **period of insurance**.

11.4.4. Delayed loss

In adjusting any loss, **we** will take into account and make an equitable allowance if any reduction in **turnover** due to the **damage** is postponed by reason of the **turnover** being temporarily maintained from accumulated stocks of finished **goods**.

11.4.5. Departmental

If the **business** is conducted in departments and the independent trading results of each department are ascertainable and can be distinguished from each other, the provisions of the 'Business Interruption' **section** will apply separately to each department affected by the **damage** except that:

- a) the **sums insured** and **sub-limits** will apply in accordance with the 'Application of sums insured, limit(s) of indemnity, sub-limits and benefits' provision within the 'General Terms and Conditions' **section** of the **policy** regardless of the number of departments affected and will not apply separately to each department affected; and
- b) if the **sum insured** is less than the aggregate of the amounts of the **insurable gross profit** or **gross revenue** as stated in the **schedule** for each department of the **business** (whether affected by the **incident** or not), the indemnity **we** will pay to **you** will be reduced pro rata accordingly.

11.4.6. First year of trading

In the event of any claim arising from **damage** occurring before the completion of the first year's trading of the **business** at the **premises** the terms expressed in the definitions will be adjusted to apply to the **insurable gross profit** and outgoing during the period from commencement of the **business** to the date of the **damage**.

11.4.7. Payments on account

Where **we** have confirmed that the **policy** provides cover under the 'Business Interruption' **section** then if **you** so request, **we** will make reasonable payments to **you** monthly on account during the **indemnity period**, provided always that if the total adjusted loss under this **section** differs from the total of the payments made under this clause, then **you** or **we** agree to pay or return the difference accordingly.

11.4.8. Salvage sale

If in consequence of **damage** giving rise to a claim **you** hold a salvage sale during the **indemnity period**, the shortfall in **turnover** item of the 'Estimated insurable gross profit' clause of the 'Business Interruption' **section** will for the purpose of such claim read as follows:

"In respect of loss caused by a shortfall in **turnover**: the amount produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** (less the **turnover** for the period of the salvage sale) does, in consequence of the **damage**, fall short of the **standard turnover**, from which amount will be deducted the **insurable gross profit** actually earned during the period of the salvage sale."

11.4.9. Value Added Tax (VAT)

All terms in the 'Business Interruption' **section** will be exclusive of **VAT** to the extent that **you** are accountable to the tax authorities for such tax.

12. EMPLOYERS’ LIABILITY

12.1. Employers’ Liability Definitions

In addition to the defined terms contained in the ‘General Definitions’, the following definition applies only to this **section**. These definitions replace any equivalent definition contained in the ‘General Definitions’ **section** or elsewhere in the **policy**.

12.2. Employers’ Liability Cover

We will indemnify **you** for legal liability to pay damages and claimant costs for **personal injury** sustained by an **employee** arising out of their employment by **you** in the course of **your business** and **caused by** an **occurrence** taking place during the **period of insurance**.

We will indemnify **you** for an **occurrence** outside of the Republic of Ireland, only if the injured **employee**:

- a) is ordinarily employed by **you** in the Republic of Ireland;
- b) is working abroad for a contracted period not exceeding 12 months; and
- c) due to return at the end of the period.

Any temporary overseas employment undertaken in United States of America or Canada applies only to clerical, promotional, sales conference attendance and other similar non-manual work.

We will indemnify **you** for **defence costs caused by** an **occurrence** subject to the following:

- a) all **defence costs** form part of the **limit of indemnity**;
- b) where a firm other than a **panel firm** is appointed, a **sub-limit** of EUR 250,000 per **occurrence** will apply. This **sub-limit** is deemed to be part and not in addition to the applicable **limit of indemnity** stated in the **schedule** for this **section**.

Our total liability under this **section** in connection with any one **occurrence**, including interest, claimant costs and **defence costs**, will not exceed the **limit of indemnity** specified in the **schedule**.

12.3. Employers’ Liability Standard Extensions

Subject to the terms, conditions, limitations and exclusions of this **section**, **we** will indemnify **you** (and if **you** so require, any **employee**) for:

12.3.1. Data Protection

Legal liability to pay damages and claimant costs and **defence costs** for a breach of duty to an **employee** in the course of **your business** of:

- a) sections 117 and 128 of the Data Protection Act 2018 (Ireland) or
- b) article 82 of the **GDPR**.

We will indemnify **you** only if the breach first occurs during the **period of insurance** and **you** notify any breach to **us** in accordance with the **policy’s** claim notification requirements during the **period of insurance** or **extended reporting period**. If **you** do not notify **us** within this period and **we** are prejudiced by the delay, **your** claim may not be covered.

We will not indemnify **you** under this extension for legal liability which comprises or is **contributed to by**:

- a) an unauthorised, malicious or criminal act, or series of related unauthorised, malicious or criminal acts, or the threat or hoax of such acts, involving the use or operation of, or access to, any **computer system** or **data**;
- b) a deliberate act or omission of any party entitled to indemnity under the **policy**, the effect of which would knowingly or foreseeably result in liability under the **Data Protection Act 2018 (Ireland)** or the **GDPR**;
- c) a circumstance notified to a previous insurer or which is known to **you** at the commencement of the **period of insurance**;
- d) liability which is covered wholly or partly by another insurance policy;
- e) liability for claims or proceedings brought against **you** outside the Republic of Ireland;
- f) distress or loss of control over personal data unless also involving **personal injury**;
- g) the recording, processing or provision of data for reward or to determine the financial status of a person;
- h) the cost of replacing, reinstating, rectifying or erasing any personal data; or
- i) the cost of investigating or reporting a data breach to an authority or to data subjects.

We will not indemnify **you** under this extension unless **you** have registered, **you** are exempt from registration or **you** applied to register with the Data Protection Commissioner’s Office as required under **GDPR** and **your** application has not been refused or withdrawn.

Our maximum liability during the **period of insurance** for all claims under this extension, including damages, claimant costs and **defence costs** will not exceed the **sub-limits** of EUR[5,000,000] for any one **occurrence** in the aggregate.

12.3.2. Manslaughter and Statutory defence costs

Costs incurred by **you** or any **other insured party**, with **our** prior consent, to defend a prosecution for:

Manslaughter Defence Costs

- a) the manslaughter, gross negligence manslaughter alleged against **you** of an **employee**; or

Statutory Defence Costs

- b) breach of statutory duty (not involving manslaughter or gross negligence manslaughter), which causes **personal injury** to an **employee**;

caused by an occurrence taking place during the **period of insurance** and in the course of **your business**.

In relation to any such prosecution **we** will also indemnify **you** or any **other insured party** for:

- a) the costs of pursuing an appeal against a conviction if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not;
- b) the costs of an appeal against improvement and prohibition notices incurred with **our** prior consent; and
- c) an order to pay prosecution costs.

We will not indemnify **you** or any **other insured party** under this extension for any amount which is:

- a) covered wholly or partly by another insurance policy; or
- b) covered elsewhere in the **policy**.

Our maximum liability during the **period of insurance** for all claims under this extension will not exceed the **sub-limits** stated in the **schedule**.

However, where a firm other than a **panel firm** is appointed, a **legal costs sub-limit** of EUR 250,000 per **occurrence** will apply instead.

12.3.3. Medical treatment

Legal liability to pay damages and claimant costs for treatment:

- a) given to any person under a contract of service or apprenticeship with **you**; and
- b) provided by any qualified medical practitioner or health care practitioner employed by **you**.

Any such qualified medical or health care practitioner must comply with the applicable terms of the **policy**.

We will not indemnify **you** where there is any other valid or collectible insurance available to **you**, the qualified medical or health care practitioner, nor will **we** contribute to any other valid or collectible insurance.

12.3.4. European Communities (Protection of Employees on the Transfer of Undertakings) Regulations 2003

Legal liability to pay damages and claimant costs for **personal injury caused by an occurrence** taking place prior to the date an **employee** commenced a contract of service or apprenticeship with **you** and for which **you** are legally liable by virtue of TUPE provided that a claim for **personal injury** is first made against **you** during the **period of insurance**.

Where a previous policy of insurance partially indemnifies **you**, the indemnity afforded under this extension will apply only to the difference between the **limit of indemnity** under the previous policy and the **limit of indemnity** under the **policy**.

We will not indemnify **you** under this extension for any claims where:

- a) **you** can obtain a full indemnity under a previous insurance policy;
- b) the **occurrence** giving rise to the claim commenced prior to the **retroactive date**; or
- c) there is an agreement between **you** and a previous employer which states that liability for **personal injury** sustained by an **employee** will not transfer under TUPE.

Our maximum liability during the **period of insurance** for all claims under this extension, including damages, claimant costs and **defence costs**, will not exceed the **sub-limit** of EUR1,000,000 per **occurrence**.

12.3.5. Unsatisfied court judgment

Damages or costs awarded to an **employee** who has obtained a judgment for damages during the **period of insurance** which remains unsatisfied in whole or in part 6 months after the date of such judgment and in a court of law except a court operating under the laws of the United States of America or Canada.

We will indemnify **you** only if:

- a) the damages awarded are for a **personal injury** to the **employee** that arises out of his employment by **you** in the course of **your business**;
- b) the damages are awarded against a person operating from premises in the Republic of Ireland or European Economic Area;
- c) there is no appeal outstanding; and

- d) the judgment relates to **personal injury** which would otherwise be indemnified by this **section**.

At **your** request **we** will also indemnify the **employee** or their personal representatives.

We will be entitled to take over and prosecute for **our** own benefit any claim against any other person and **you**, the **employee** or the personal representatives of the **employee** must give **us** all the information and assistance **we** may require.

12.3.6. War and terrorism

Legal liability to pay damages and claimant costs for **personal injury caused** to an **employee** by an act of **war** or **act of terrorism** during the **period of insurance**.

Our maximum liability during the **period of insurance** for all claims under this extension, including damages, claimant costs and **defence costs**, will not exceed the **sub-limit** specified in the **schedule**. If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of EUR5,000,000 per **occurrence**.

12.3.7. Offshore activities

Legal liability to pay damages and claimant costs to an **employee** for **personal injury caused by** visits, work or activities undertaken **offshore**.

Our maximum liability during the **period of insurance** for all claims under this extension including damages, claimant costs and **defence costs**, will not exceed the **sub-limit** of EUR5,000,000 per **occurrence**.

12.4. Employers’ Liability Exclusions

Save as necessary to comply with the minimum requirements of the law of the Republic of Ireland, **we** will not indemnify **you** for liability which comprises or is **contributed to by**:

12.4.1. Employment practices disputes

employment practice disputes involving **your employees** including but not limited to:

- a) wrongful unfair or constructive dismissal;
- b) denial of natural justice, defamation, misleading representation or advertising;
- c) refusal to employ a suitably qualified applicant or failure to promote; and
- d) coercion, demotion, evaluation, relocation, punishment, slander, humiliation, harassment, bullying or discrimination.

12.4.2. Motor accidents abroad

personal injury sustained by an employee in connection with the use of a vehicle outside of the Republic of Ireland.

12.4.3. Offshore

visits, work or activities undertaken **offshore**.

This exclusion will not apply to the indemnity provided by the ‘Offshore activities’ extension.

12.4.4. Road traffic legislation

personal injury sustained by an **employee** who is:

- a) carried in or upon a vehicle; or
- b) entering or getting on to, or alighting from, a vehicle;

where such injury is **caused by**, or arises out of, **your** use of a vehicle on a road. The expression ‘road’, ‘use’ and ‘vehicle’ have the same meanings as Road Traffic Act 1961.

12.4.5. Statutory and manslaughter defence costs

defence costs connected with any alleged breach of statutory duty or any allegation of manslaughter or gross negligence manslaughter alleged against **you**.

This exclusion will not apply in respect of and to the extent of the indemnity provided by the ‘Manslaughter and Statutory defence costs’ extension.

12.4.6. United States of America and Canadian jurisdiction

liability for payment of any judgment, award, payment or settlement made (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) under the laws of the United States of America and Canada to:

- a) any party incorporated, **domiciled** or resident in the United States of America and Canada; and
- b) pay punitive, multiple or exemplary damages.

12.4.7. Workman’s compensation or social security payment

any obligation for which **you** or **we** may be held liable under any workers’ compensation law, legislation, regulation or policy or obligation to maintain healthcare, social security or similar funding.

This exclusion will not apply to payments required to be made under statute to the Compensation Recovery Unit or its successor.

13. PUBLIC, PRODUCTS AND POLLUTION LIABILITY

13.1. Public, Products and Pollution Liability Definitions

In addition to the defined terms contained in the 'General Definitions', the following definitions apply only to this **section**. These definitions replace any equivalent definition contained in the 'General Definitions' **section** or elsewhere in the **policy**.

13.1.1. Contract works

Mean all work executed or to be executed under a contract for the alteration, extension, renovation or improvement of any buildings or property.

13.1.2. Crossover

Means the accidental contamination of property not belonging to or in the care, custody or control of the **insured person** arising out of the delivery whether correctly or incorrectly carried out to **your** customer of any product which does not conform strictly to the specification of or the order for the product made by such customer.

13.1.3. Defect

Means the ordinary meaning of a defect but will also include circumstances where an **end product** is not fit for purpose.

13.1.4. End product

Means tangible property (not being **your product**) into which **your product** is physically incorporated.

13.1.5. Financial loss

Means an economic loss which is not **caused by personal injury or damage**.

13.1.6. Fungal pathogens

Means any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to, mould, mildew, mycotoxins, bacteria, spores or any biogenic aerosols.

13.1.7. Preventative costs

Mean costs which **you** necessarily and reasonably incur to avoid or mitigate the impact of an imminent threat of **pollution** which is likely to give rise to a claim under the **policy**.

13.1.8. Product

Means any property (including integral software provided on a tangible medium, packaging, containers, labels and instructions for use) after it has left **your** custody or control which has been

designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by **you** or on **your** behalf.

The term 'product' excludes property rented to or located for use by third parties.

13.1.9. Spillage

Means any accidental spillage or discharge of any product.

13.1.10. Vendor

Means a person or entity to whom **your products** are first supplied or distributed for onwards sale and no other person or entity.

13.1.11. Work away

Means work, operations, installation or services performed by **you** or on **your** behalf outside the boundary of any **premises** owned or occupied by **you**.

13.2. Public, Products and Pollution Liability Cover

13.2.1. Public and Products Liability

We will indemnify **you** for legal liability to pay damages and claimant costs for:

- a) **personal injury**;
- b) **damage**;
- c) nuisance, trespass, interference with any easement, right of air, light, water or way; or
- d) false arrest, malicious prosecution, unlawful detention or imprisonment, wrongful entry into or eviction of a person from a room, dwelling or **premises** that the person occupies, invasion of the right of privacy, or libel, slander and defamation if also involving **personal injury or damage**;

caused by an occurrence taking place during the **period of insurance**, involving:

- a) the conduct of **your business** (Public liability); or
- b) a **product** (Product liability).

13.2.2. Pollution

We will indemnify **you** up to the applicable **limit of indemnity** for legal liability to pay damages or compensation, including claimant costs recoverable from **you** in respect of any claim(s) for **personal**

injury, damage, denial of access or nuisance arising out of or from **pollution** provided that the **pollution** is **caused by** a sudden, identifiable, unintended and unexpected **occurrence** that takes place in its entirety at a specific place and moment in time during the **period of insurance** and arising out of the **business** specified in the **schedule**.

13.2.3. Public, Products and Pollution liability defence costs cover

Subject to paragraphs a) and b) below, **we** will indemnify **you** for **defence costs** provided that:

- a) where a firm other than a **panel firm** is appointed, a **sub-limit** of EUR 250,000 any one **occurrence** and in the aggregate for **legal costs** will apply; and
- b) where payment exceeding the **limit of indemnity** has to be made to dispose of a claim, **our** liability for **defence costs** will be limited to such proportion of the said **defence costs** as the **limit of indemnity** bears to the total amount paid to dispose of the claim.

United States of America and Canada

Any **defence costs** which are:

- a) incurred within the United States of America and Canada, or countries which operate under such laws; or
- b) **caused by** an **occurrence** taking place in the United States of America or Canada or countries which operate under such laws,

form part of and are not in addition to the **limit of indemnity**.

13.3. Public, Products and Pollution Liability Standard Extensions

Subject to the terms, conditions, limitations and exclusions of this **section**, **we** will indemnify **you** for.

13.3.1. Accidental Discovery of Asbestos

legal liability to pay damages including interest and claimant costs and **defence costs** for any claim first made against **you** during the **period of insurance** for;

- a) **personal injury**;
- b) **damage**; or
- c) nuisance,

caused at any time after the **retroactive date** by the accidental discovery of asbestos or asbestos containing materials.

Any circumstance notified to **us** during the **period of insurance** which subsequently gives rise to a

claim after expiry of the **period of insurance** will be deemed to be a claim first made during the **period of insurance**.

We will not indemnify **you** under this extension for liability in respect of:

- a) **personal injury, damage** or nuisance **contributed to by** any:
 - i. subsequent activities related or connected to dealing with the asbestos or asbestos containing materials once discovered; or
 - ii. **occurrence** of exposure to asbestos or asbestos containing materials which took place on or before the **retroactive date**; or
- b) any claim **contributed to by**:
 - i. a circumstance or event of which **you** were aware before the **retroactive date** or before the inception of this **policy**; or
 - ii. diminution in the value of property or loss of or potential loss of rental income or any other consequential loss (including business interruption) whatever and howsoever arising.

Our maximum liability during the **period of insurance** for all claims under this extension, including interest, damages, claimant costs and **defence costs** (or other costs as applicable), will not exceed the **sub-limit** of EUR1,000,000 per **occurrence** and in the aggregate. The **excess** applicable to this extension is EUR 5,000 any one claimant.

Where a firm other than a **panel firm** is appointed, the non-**panel firm legal costs** a **sub-limit** of EUR250,000 any one **occurrence** and in the aggregate for **legal costs** will apply to **defence costs**.

The 'Asbestos' exclusion does not apply to claims under this extension.

13.3.2. Contingent Motor Liability

Legal liability to pay damages and claimant costs for **personal injury** or **damage** during the **period of insurance** **caused by** a motor vehicle that **you** do not own, provide, loan, lease, hire or rent being used by **an employee** in the course of **your business**.

We will not indemnify **you** for liability which is in any way **contributed to by** any of the following:

- a) the use of a motor vehicle outside the Republic of Ireland;
- b) **damage** to the motor vehicle or **property** carried in or on it;

- c) an accident involving a driver using the motor vehicle with **your** general consent who, to **your** knowledge or the knowledge of any of **your** directors, officers or managers, does not hold a licence to drive the motor vehicle; or
- d) liability which is covered wholly or partly by another insurance policy or for which insurance is required under the Road Traffic Act 1961

The 'Ownership or use of mechanically propelled vehicles' exclusion does not apply to claims under this extension.

13.3.3. Data Protection

legal liability to pay damages and claimant costs for a breach in the course of **your business** of:

- a) sections 117 and 128 of the Data Protection Act 2018 (Ireland); or
- b) article 82 of the **GDPR**,

provided that the breach first occurs during the **period of insurance** and **you** notify the claim to **us** during the **period of insurance** or **extended reporting period**.

At **your** request **we** will indemnify any director, partner or **employee**.

We will also indemnify **you** for **defence costs**.

We will not indemnify **you** under this extension for legal liability which comprises or is **contributed to** by:

- a) an unauthorised, malicious or criminal act, or series of related unauthorised, malicious or criminal acts, or the threat or hoax of such acts, involving the use or operation of, or access to, any **computer system** or **data**;
- b) a deliberate act or omission of any party entitled to indemnity under the **policy**, the effect of which would knowingly or foreseeably result in liability under the **DPA** or the **GDPR**;
- c) a circumstance notified to a previous insurer or which is known to **you** at the commencement of the **period of insurance**;
- d) liability which is covered wholly or partly by another insurance policy;
- e) liability for claims or proceedings brought against **you** outside the Republic of Ireland;
- f) distress or loss of control over personal data unless also involving **personal injury**;
- g) the recording, processing or provision of data for reward or to determine the financial status of a person;

- h) the cost of replacing, reinstating, rectifying or erasing any personal data; or
- i) the cost of investigating or reporting a data breach to an authority or to data subjects.

We will not indemnify **you** under this extension unless **you** have registered, **you** are exempt from registration or **you** applied to register with the Data Protection Commissioner's Office as required under **GDPR** and **your** application has not been refused or withdrawn.

Our maximum liability during the **period of insurance** for all claims under this extension will not exceed the **sub-limit** of EUR500,000 per **occurrence** and in the aggregate.

13.3.4. Environmental Statutory Liability

Legal liability to pay or incur any sum, including a statutory debt, for the remediation of **pollution** which is **caused by** a sudden, identifiable, unintended and unexpected **occurrence** that takes place in its entirety at a specific place and moment in time during the **period of insurance**.

We will also pay **preventative costs** incurred with **our** prior written consent.

We will not indemnify **you** for:

- a) liability in connection with **damage**;
- b) costs of the removal of the risks of any significant risks of an adverse effect on human health, to or on land, **premises**, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control;
- c) costs of improving or altering the condition of the land, atmosphere, watercourse or body of water beyond that required under any applicable law or regulation at the time remediation commences; or
- d) **pollution** which takes effect outside the Republic of Ireland, and/or member state of the European Union.

The 'pollution' exclusion does not apply to claims under the 'Environmental statutory costs' extension.

Our maximum liability during the **period of insurance** under this extension will not exceed the **sub-limit** specified in the **schedule**.

13.3.5. Financial loss

Legal liability to pay damages and claimant costs for **financial loss** provided that:

- a) the claim is first made against **you** and notified in writing to **us** during the **period of insurance**;

- b) such liability arises in connection with **your business** or **your products**; and
- c) the act or omission creating the liability is not a deliberate or intentional act by or omission of any party entitled to an indemnity by this extension the effect of which will knowingly **contribute to financial loss**.

We will not indemnify **you** under this extension for:

- a) liability under any agreement that would not have attached in the absence of such agreement;
- b) liability for failure to meet a delivery deadline, non-completion of works or operations by **you** or on **your** behalf, or misdirection of **products** supplied, whether or not expressly promised in any contract;
- c) liability for conspiracy, intimidation, unlawful interference with another's economic interests, conversion, deceit, inducement of breach of contract, injurious falsehood, breach of confidence, or infringement of patent, copyright, trademark, name or other intellectual property right;
- d) liability for any breach or alleged breach of any competition or antitrust law or similar;
- e) liability for **financial loss** sustained by any **employee** arising out of their employment by **you**;
- f) liability for loss or corruption of **data** including, but not limited to, liability **contributed to by** any of the following:
 - i. any agreement for the storage or processing of **data** or use of a **computer system**;
 - ii. transmission or impact of any virus;
 - iii. unauthorised access to a **computer system**;
 - iv. interruption or interference of any electronic means of communication used in the conduct of **your business** including, but not limited to, any diminution in the performance of any website or electronic means of communication;
 - v. failure of a **computer system**;
 - vi. use of the Internet;
- g) liability in connection with any circumstance which was notified to previous insurers prior to inception of the **policy** or circumstances known or disclosed, or which ought to have been known or disclosed (when providing information to **us**), by **you** prior to the inception of the **policy**;

- h) liability in connection with property belonging to **you** or in **your** custody or control or any **employee**;
- i) liability for fraud or dishonesty by **you** or any **employee**;
- j) liability arising out of any **war** or **act of terrorism**;
- k) liability arising from any advice, instruction or design:
 - i) given for a fee by or on behalf of **you**, unless relating to any **product** for which indemnity is provided for by this **section**;
 - ii) given without a fee for which indemnity is provided for by other insurance;
- l) liability in connection with **pollution**;
- m) liability in connection with strikes or labour disturbances;
- n) diminution in value of real property;
- o) financial default **contributed to by** bankruptcy or insolvency;
- p) the cost of rectifying defective work done by **you** or on **your** behalf;
- q) liability for the cost or value of or refund for any **product** or work done by **you** or on **your** behalf; or
- r) liability where the event giving rise to **financial loss** occurs prior to the **retroactive date**.

Our maximum liability during the **period of insurance** for all claims under this extension including damages, claimant costs and **defence costs**, will not exceed the **sub-limit** specified in the **schedule**.

In respect of each and every claim under this extension, the **excess** shall be the first ten per cent (10%) of the cost of the claim or EUR1,000, whichever amount is greater.

If no **sub-limit** is shown in the **schedule**, this extension will be subject to a **sub-limit** of EUR50,000 per **occurrence** and in the aggregate.

The 'Financial loss' exclusion does not apply to claims under the 'Financial loss' extension.

13.3.6. Manslaughter and Statutory defence costs

Costs incurred by **you** or any **other insured party**, with **our** prior consent to defend a prosecution for:

Manslaughter Defence Costs

- a) Gross negligence manslaughter alleged against **you**; or

Statutory Defence Costs

- b) breach of statutory duty (not involving gross negligence manslaughter) which causes **personal injury**;

caused by an **occurrence** taking place during the **period of insurance** and in the course of **your business**.

In relation to any such prosecution, **we** will also indemnify **you** or any **other insured party** for:

- a) the costs of pursuing an appeal against a conviction if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not;
- b) the costs of an appeal against improvement and prohibition notices incurred with **our** prior consent; and
- c) an order to pay prosecution costs.

We will not indemnify **you** or any **other insured party** under this extension for any amount which is:

- a) covered wholly or partly by another insurance policy; or
- b) covered elsewhere in the **policy**.

Our maximum liability during the **period of insurance** for all claims under this extension will not exceed the **sub-limit**. However, where a firm other than a **panel firm** is appointed, a **sub-limit** of EUR250,000 any one **occurrence** and in the aggregate will apply instead.

13.3.7. Motor Liability

Legal liability to pay damages and claimant costs for **personal injury** or **damage caused by**:

- a) the use or movement of a motor vehicle as a tool or plant;
- b) the loading or unloading of a motor vehicle or trailer when carried out beyond the limits of any carriageway or thoroughfare but **we** will not indemnify **you** for **damage** to any property being loaded or unloaded;
- c) the movement of any motor vehicle not owned, hired or borrowed by or leased to **you** or any **other insured party** on or under any **premises** occupied by **you** where such vehicle is causing an obstruction and interfering with the performance of **your business**;
- d) **damage** to visitors' or **employees'** motor vehicles (including contents and accessories) while parked within any car park for which **you** are responsible or on any **premises** occupied by **you** provided that:
 - i. such vehicle is not lent or hired to **you**; and

- ii. the **damage** to an **employee's** vehicle is not **caused** by the maintenance, operation or use of a motor vehicle by that **employee**;

- e) the unauthorised use of any motor vehicle by an **employee** provided that **you** have taken all reasonable precautions to prevent the **employee** from using the motor vehicle; and

- f) **damage** to a bridge, weighbridge, road or anything beneath **caused by** the weight of a motor vehicle or trailer or of the load carried thereon.

The 'Ownership or use of mechanically propelled vehicles' exclusion does not apply to claims under this extension.

We will not indemnify **you** for liability which is covered wholly or partly by another insurance policy or for which insurance is required under the Road Traffic Act 1961.

13.3.8. Temporary business trips overseas

Legal liability to pay damages and claimant costs in connection with a temporary business trip by any of **your** directors, partners or **employees** (including their family or persons normally resident with them) provided that:

- a) legal liability is incurred in a personal capacity whilst outside their country of **domicile**;
- b) such a temporary **business** trip outside their country of **domicile** does not exceed 12 months; and
- c) such liability is not **caused by** the ownership or occupation of land or buildings.

At **your** request, **we** will also indemnify the director, partner or **employee** who has incurred liability.

If such director, partner or employee has more than one domicile, "domicile" shall be interpreted as being the country where the person is liable to pay income tax and/or social security fund payments (or similar such tax/ payments).

13.4. Public, Products and Pollution Liability Exclusions

The following exclusions apply to this **section** in addition to the 'General Exclusions'.

We will not indemnify **you** for liability which comprises or is **contributed to by**:

13.5. Advertising Liability

- a) libel, slander, plagiarism or defamation;
- b) infringement of intellectual property rights other than copyright, patent or trade secret;
- c) piracy, or idea misappropriation under an implied contract; or

- d) invasion of the rights of privacy; committed or alleged to have been committed during the **period of insurance** in any medium and **caused by you** advertising **your products**, goods or services.

13.6. Advice design or plans irrespective of a fee being charged.

The provision of any professional services including but not limited to advice, design, plans, specifications, formulae, surveys or directions prepared or given by **you** or any other **insured party**, but this will not exclude such liability **caused by products** supplied.

13.6.1. Aircraft and watercraft

- a) any **product** or part thereof which is related to the flight safety of the aircraft and which with **your** knowledge, is intended to be incorporated into the structure, machinery or controls of any aircraft or other aerial device or satellite; or
- b) the ownership, possession or use of any aircraft or other aerial device or satellite, spacecraft or any watercraft other than:
 - i. motor barges not exceeding seventy-five (75) ton capacity on inland waterways;
 - ii. hand-propelled craft, sailing vessels and motor launches not exceeding fifteen (15) metres in length and only when operated in inland waterways;
 - iii. watercraft not belonging to or chartered by **you** but used by **you** for **business** entertainment provided that such watercraft is primarily owned and operated as a river cruise vessel and insured under a policy of marine insurance.

13.6.2. Airside

airside activities.

13.6.3. Asbestos

the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection, accidental discovery of, testing of or exposure to **asbestos**.

13.6.4. Costs of recall or guarantee

expenditure, whether incurred by **you** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement of any **product** or part thereof (or any other product or part thereof of which **your product** forms, or is intended to form, a part or ingredient) or workmanship performed by **you** or on **your** behalf and **financial loss** necessary for such withdrawal, recall, disposal, removal, repair,

adjustment, alteration, reconditioning, replacement or reinstatement.

13.6.5. Damages

punitive damages, exemplary damages, aggravated damages, treble damages or any other increase in damages resulting from the multiplication of compensatory damages.

13.6.6. Deliberate acts

- a) **personal injury** or **damage**, either expected or intended by **you** or any **other insured party**;
- b) **defence costs** incurred in proceedings consequent upon any deliberate act or omission by or on **your** behalf or **other insured party**, if the result of such act or omission could reasonably have been expected to constitute an offence.

This exclusion does not apply to **personal injury caused by** the use of reasonable force to protect persons or property.

13.6.7. Employment practices dispute

employment practice disputes involving **your employees** or prospective **employees** including but not limited to:

- a) wrongful unfair or constructive dismissal;
- b) denial of natural justice, defamation, misleading representation or advertising;
- c) refusal to employ a suitably qualified applicant or failure to promote; and
- d) coercion, demotion, evaluation, relocation, punishment, slander, humiliation, harassment, bullying or discrimination.

13.6.8. Financial loss

financial loss except that this exclusion does not apply to claims under the 'Financial loss' extension.

13.6.9. Grounding of aircraft

the grounding of aircraft.

13.6.10. Liability from employment

personal injury to any **employee** arising out their employment by **you** in **your business**.

13.6.11. Liquidated damages

any liquidated damages clauses, penalty clauses or performance warranties in any agreement into which **you** or **other insured party** has entered, unless it is proven that liability would have attached in the absence of such clauses or warranties.

13.6.12. Material prior to installation damage to:

- a) that part of property on which **you** are working where the **damage** is the direct result of such work; and
- b) materials, parts or equipment furnished in connection with performance of the **work**.

We will not indemnify **you** for liability for;

- a) the cost of rectifying defective work; and
- b) any property required to be insured in joint names under a contract.

13.6.13. Offshore

work **offshore**.

13.6.14. Overseas domiciled operations

liability in respect of **your subsidiary companies**, branch offices or representatives with power of attorney that are **domiciled** outside of the Republic of Ireland.

13.6.15. Owned or previously owned premises pollution, nuisance, defects, denial of access or

damage, affecting any premises (including land or water within or below the boundaries of such land or premises) that are presently or were at any time previously owned, leased, hired or rented by **you** or were otherwise in **your** care, custody or control.

13.6.16. Ownership or use of mechanically propelled vehicles

liability of any nature which is **contributed to by** the ownership, maintenance, operation or use of any mechanically propelled vehicle by **you** or any **other insured party**.

This exclusion does not apply to claims under the 'Contingent Motor Liability' or 'Motor liability' extensions.

13.6.17. Pollution

pollution, unless **caused** by a sudden, identifiable, unintended and unexpected **occurrence** that takes place in its entirety at a specific place and moment in time and arising out of the **business** specified in the **schedule** or escape of **legionella**.

13.6.18. Polychlorinated byphenols

by supplying, using or working with materials and products containing levels of polychlorinated byphenols greater than 50 parts per million.

13.6.19. Property in your care, custody and control

damage to property which is owned, leased, hired or held on trust by **you** or hired, purchased or on

loan to **you** or held otherwise in **your** care, custody or control except in respect of:

- a) **damage** to the personal effects of **employees** and visitors (including mechanically propelled vehicles);
- b) **damage** to **premises** (including landlord's fixtures and fittings) rented to **you** in the course of **your business** but always excluding liability:
 - i. under any agreement that would not have attached in absence of such agreement; or
 - ii. for which indemnity is provided to **you** under any other insurance or in any other way; and
- c) **damage** to **premises** or their contents which are temporarily occupied by **you** for **work away** but always excluding liability for **damage** to:
 - i. that part of the property on which the **insured** is working and which is **caused by** such **work away**; or
 - ii. any **property** required to be insured in joint names under a contract.

13.6.20. Property manufactured, designed, sold, supplied, repaired or installed

- a) **products** that are sold or supplied as part of a contract for construction, building, erection or installation; and
- b) liability for loss of, destruction of or **damage** to **products** which have been designed, sold, supplied repaired or installed by the **insured** or any structure or contract works (including materials for incorporation therein);

arising:

- i. prior to certified completion or handover by the **insured**; and/or
- ii. after certified completion or handover by the **insured** where such loss, destruction or

damage is **caused by** the defective condition of any part of such property, structure or **contract works**.

13.6.21. Reasonable precautions

your risk manager or senior management having failed to take all reasonable precautions to prevent an **occurrence** from arising or continuing.

13.6.22. Rectification of defective work

- a) **damage** to any property; or

- b) any costs incurred by **you** in rectifying property;
- c) including any part of the property; which suffers from:
 - i. a known or suspected **defect**; or
 - ii. any unsuitability for its intended purposes;

in connection with performance of **work away**. This exclusion does not apply to the aforesaid **damage** or costs:

- a) to property on which **you** are working; and
- b) which are caused in connection with performance of **work away** where **your business** specifically requires so;

but excluding liability for **damage** or cost for which indemnity is provided to **you** under any other insurance or in any other way.

13.6.23. Spillage or Crossover

spillage or **crossover** in connection with an error or omission in the process of loading or unloading a motor vehicle by the driver or attendant of such motor vehicle.

13.6.24. Statutory and manslaughter defence costs

defence costs connected with any alleged breach of statutory duty or any allegation of manslaughter, or gross negligence manslaughter alleged against **you**.

This exclusion will not apply in respect of and to the extent of the indemnity provided by the 'Manslaughter and Statutory defence costs' extension.

13.6.25. Toxic Mould

any **fungal pathogens** whether directly or indirectly, regardless of any other cause or event contributing concurrently or in any sequence to a loss or liability.

For the purposes of this exclusion, loss or liability includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for **fungal pathogens**.

13.6.26. United States of America and Canadian jurisdiction

any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of the United States of America or Canada.

This exclusion will not apply to visits made in the course of **your business** to undertake non-manual work, but **we** will not indemnify **you** for liability:

- a) under any way agreement that would not have attached in the absence of such agreement;
- b) in connection with the ownership, maintenance, operation or use of any mechanically propelled vehicle or watercraft;
- c) **contributed to by pollution**; and
- d) to pay punitive, multiple or exemplary damages.

We will not indemnify any entity based in, operating in or **domiciled** in the United States of America or Canada.

13.6.27. United States of America and Canadian territory

- a) **personal injury** or **damage**, occurring within the United States of America and Canada, but this exclusion will not apply to non-manual visits as specified in the 'US and Canadian jurisdiction' exclusion; or
- b) **pollution** taking effect wholly or partly in the United States of America or Canada.

13.6.28. Your product

damage to your product or any part thereof **caused by a defect** or unsuitability thereof and economic loss or other loss of any kind arising therefrom.

13.6.29. Use or application of heat

the use or application of heat away from **your premises**:

- a) when using oxyacetylen electric arc and similar welding and cutting equipment, blow lamps, torches and the like; and
- b) when using or apply heat in any other way, unless **you** take reasonable precautions to prevent **damage**.

13.6.30. War and Terrorism

liability which is in any way **contributed to by war** or **act of terrorism** during the **period of insurance**.

13.7. Public, Products and Pollution Liability Conditions

The following conditions precedent apply to the 'General Liability' **section**, in addition to the 'General Terms and Conditions'.

13.7.1. Subcontractor's insurance check – CONDITIONS PRECEDENT

We will only indemnify **you** under the **section** if **you** comply with the following conditions precedent:

When work is undertaken on **your** behalf by independent subcontractors, **you** will establish and maintain an administrative procedure for obtaining evidence that such subcontractors have effected public liability insurance that:

- a) covers the work to be undertaken by them;
- b) is subject to a **limit of indemnity** of not less than that which is provided under this **policy**; and
- c) includes an 'indemnity to principals' clause.

Such evidence must be obtained prior to work commencing and revalidated every 12 months throughout the duration of **your** contract with the independent subcontractors.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

13.7.2. Burning debris – CONDITIONS PRECEDENT

We will indemnify **you** under the **policy** only if **you** comply with the following conditions precedent:

Where **you** or any person acting on **your** behalf including any subcontractors burn debris, the following precautions must be taken:

- a) all necessary permits and/or licences must be obtained from the relevant regulatory bodies and comply with the applicable laws and regulations relating to the burning of debris;
- b) the area around the fire must be cleared to a minimum distance of at least ten (10) metres or as far as reasonably practicable in the circumstances from any property;
- c) fire not to be left unattended at any time;
- d) a fully charged and serviced fire extinguisher maintained in accordance with the manufacturer's guidelines and to be kept available for immediate use; and
- e) fires to be extinguished at least one (1) hour prior to leaving site at the end of each working day.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

13.7.3. Fork lift truck – CONDITIONS PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

- a) all drivers must engage all operational safety systems in accordance with the manufacturers' recommendations;

- b) all drivers must be at least eighteen (18) years of age;
- c) all drivers must:
 - i. complete a suitable and sufficient training course in the safe use of fork lift trucks complying with the stipulations of Code of Practice - Rider-operated lift trucks: operator training; and
 - ii. complete a refresher course within five (5) years of the initial training programme and **you** must retain appropriate documentation verifying completion thereof;
- d) whenever a fork lift truck is unattended:
 - i. the ignition keys must be removed; or
 - ii. the vehicle otherwise immobilised, to prevent unauthorised use.

For the purpose of this condition precedent, 'unattended' means that the fork lift truck is out of sight of the driver and/or more than one (1) minute's walking distance from the driver to prevent unauthorised use.

The carriage of passengers, unauthorised use or application as a tool in excess of the design capabilities of the vehicle is prohibited at all times

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

13.7.4. Heat away from premises – CONDITIONS PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

Where work involving use of a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment by any person (whether a third-party contractor, an **employee** or other) is carried out away from any **premises** owned or occupied by **you**:

- a) **you** and **your employees** must take all 'reasonable precautions' to prevent **damage**; and
- b) **you** shall ensure that as a minimum any subcontractors or persons acting on **your** behalf comply with the 'reasonable precautions' set out below.

The term 'reasonable precautions' shall include but not be limited to the following:

- a) Before Starting Work:

- i. a person shall be made responsible for fire safety and for ensuring that reasonable precautions are taken;
- ii. all persons shall be made aware of the location of the site's fire alarms and firefighting equipment; and
- iii. the responsible person shall examine all property within a radius of six (6) metres (or as reasonably practicable in the circumstances) from where the heat is being applied and where possible remove all combustible material.

b) During the Process of Work:

- i. the precautions and systems of work shown on the designated hot work permit must be complied with at each stage of the work;
- ii. a person shall work alongside the operator of the equipment to look out for an outbreak of fire and there shall be available for immediate use a hose connected to the nearest hydrant with water turned on and controllable at the nozzle of the hose. If water is not available or unsuitable then two (2) fully charged and serviced fire extinguishers maintained in accordance with the manufacturer's guidelines must be available. If either of those devices are not available, then all heat away must cease;
- iii. the lighting of equipment shall be in accordance with manufacturer's instructions; and
- iv. gas cylinders not required for immediate use shall be kept at least six (6) metres from where the heat is being applied.

c) After Ceasing Work

A continuous monitoring for one (1) hour shall be made of the area within a radius of six (6) metres (or as reasonably practicable in the circumstances) from where the heat has been applied to ensure that there is no risk of fire.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

13.7.5. Reasonable precautions – CONDITIONS PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

Your risk manager or senior management shall take all reasonable precautions to prevent an insured event or loss arising or continuing and will act in a manner so as not to promote a loss arising or of or continuing from the deliberate, conscious or

intentional disregard by **you** of the need to take reasonable care.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

13.7.6. Reasonable precautions – CONDITIONS PRECEDENT

We will only indemnify **you** under the **policy** if **you** comply with the following conditions precedent:

- a) In connection with the use in connection with the use, ownership or hiring out of skips, the Insured must at all times observe and comply with the requirements of Section 72 of the Roads Act 1993 or any other statutes, regulations or local bye-laws and must ensure that:
 - i. each skip is marked with fluorescent markings which must be kept clean;
 - ii. each skip deposited on a highway is equipped to be properly lit during the hours of darkness; and
 - iii. no skip is left outside any customer's premises or on any working site without delivery being accepted by or on behalf of the customer; and
- b) skips must be hired out under the conditions of hire as advised to **us** and a copy of these conditions must be given to the customer and the contents thereof drawn to the customer's attention prior to or at the time of delivery of the skip.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

14. EXTENSIONS TO THE EMPLOYERS' LIABILITY AND PUBLIC, PRODUCTS AND POLLUTION LIABILITY SECTIONS

The extensions below are subject to the terms, conditions, limitations and exclusions of, and applicable to, the 'Employers' Liability' and 'Public, Products and Pollution Liability' sections.

These extensions extend the cover provided by the 'Employers' Liability' and 'Public, Products and Pollution Liability' sections. To the extent that cover is provided under one or more of these extensions as part of an Employers' Liability or Public, Products and Pollution Liability claim, **our** maximum liability shall not exceed the **limit of indemnity** applicable to those sections.

14.1. Acquired or newly created companies

If **you** would have been entitled to indemnity under the 'Employers' Liability' and 'Public, Products and Pollution Liability' sections had the claim been made against **you**, **we** will also indemnify any company which **you** have newly created or acquired within forty-four (45) days of the **occurrence** giving rise to the claim.

We will only provide indemnify under this extension if:

- a) the activity of the company does not represent a material change to the nature of **your business** at the commencement of the **period of insurance**;
- b) the company has an annual turnover not exceeding ten percent (10%) of the annual turnover of **your business** at the commencement of the **period of insurance**;
- c) the company observes the terms of the **policy** as though they were **you**;
- d) **you** provide **us** with any information which **we** may reasonably require concerning the company; and
- e) **you** pay additional premium and accept any changes to the **policy** terms that **we** may reasonably require.

We will not pay for liability which is wholly or partly covered by another insurance policy.

This extension will not apply to companies based in, operating in or **domiciled** in the United States of America or Canada.

Our liability under this extension will not exceed the amount that would have been payable if the claim had been made against **you**.

14.2. Indemnity to other insured parties and principals

If **you** would have been entitled to indemnity under the **policy** had the claim been made against **you**, **we** will also indemnify any **other insured party** and any party, including any principal, which **you** have agreed to indemnify, but only to the extent:

- a) required by such agreement; and
- b) that liability is **caused by** the work performed for such party by or on **your** behalf,

provided that any such party, must observe, fulfil and comply with the applicable terms of the **policy** as though they were **you**.

14.3. Contractual liability

We will indemnify **you** for legal liability to pay damages and claimant costs for:

- a) **personal injury** (Employers' Liability);
- b) **personal injury** or **damage** (General Liability);

under any agreement entered into by **you** provided such liability would have arisen in the absence of such agreement.

The 'United States of America and Canadian territory' and 'United States of America and Canadian jurisdiction' exclusions apply to claims under this extension.

14.4. Cross liabilities

We will indemnify each legal entity constituting the **insured**, as if a separate policy had been issued to each, except that such obligations will not serve to increase **our limit of indemnity**.

14.5. Electric scooters and other powered transporters

We will indemnify **you** for **personal injury** or property **damage caused by a powered transporter** during its use by **you** as a tool of trade:

We will not indemnify **you** for liability:

- a) **contributed to by** any illegal use of a **powered transporter**; or
- b) which is covered wholly or partly by another insurance policy or for which insurance is required under the Road Traffic Act 1961.

15. GENERAL EXCLUSIONS

The following 'General Exclusions' apply to all **sections** and **sub-sections** of this **policy** including any extensions, unless otherwise expressly provided either in this **section** or in another **section** of the **policy**.

In some cases a 'General Exclusion' has particular relevance to the cover provided under an extension and so it is highlighted in the extension. However, in such cases (i) the extension in question remains subject to all other general exclusions and (ii) the exclusion so highlighted remains applicable to all other parts of the **policy** and not just the extension where it is highlighted.

Defined terms (in bold text) in the **sub-sections** below may be found within the 'General Definitions' **section** and/or within the specific definitions within other **section(s)** (to which the individual **sub-sections** below may relate). Where a term is defined in both the 'General Definitions' **section** and/or in one or more other **sections**, the specific definition relevant to the **section** will prevail.

Unless expressly provided otherwise, **we** will not indemnify **you** for any loss, or liability which is caused or contributed to by any of the following:

15.1. Communicable disease

damage, loss, interruption or interference, claim, cost, expense or other amount, directly or indirectly caused by, contributed to by, or arising out of or in connection with:

- a) a **communicable disease**;
- b) the fear or threat (whether actual or perceived) of a **communicable disease**;
- c) any action taken, restrictions imposed or advice or instructions given by any competent authority (including, but not limited to, the Police or other emergency services, local or national government, statutory bodies or professional or regulatory bodies) in connection with the investigation, suppression or prevention of either a **communicable disease** or the feared or potential spread of a **communicable disease**, regardless of any other cause or event contributing concurrently or in any other sequence thereto and subject to the provisions below.

For the purposes of this exclusion, loss, **damage**, claim, cost, expense or other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- i. for a **communicable disease**; or
- ii. any **property insured** in the **policy** that is affected by such **communicable disease**.

This exclusion will not apply to any claim or loss for which cover is expressly provided under the 'Notifiable disease, murder or suicide, food or drink or poisoning' extension of the 'Business

Interruption' **section** where a **sub-limit** is shown for such cover in the **schedule**.

15.2. War and Terrorism

damage, loss, interruption or interference or **injury** directly or indirectly caused by, contributed to by, or arising out of or in connection with:

- a) any act of **war** or **act of terrorism**;
- b) any action controlling, preventing, suppressing, retaliating against or responding to any act of **war** or **act of terrorism**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, and subject to the provisions below.

In any action, suit or other proceedings where **we** allege that by reason of this exclusion any **damage**, loss, interruption or interference or **injury** is not covered by the **policy**, the burden of proving that such loss is covered will be upon **you**.

This exclusion will not apply to the extent that if it did not apply, any claim would be covered under any extension of this **policy**.

This exclusion does not apply to the 'Public, Products and Pollution Liability' **section** which contain a separate exclusion in relation to **war** and **act of terrorism**.

15.3. Cyber risks – Employers' Liability and Public, Products and Pollution Liability

in respect of the 'Employers' Liability', 'Public, Products and Pollution Liability' and 'Extensions to Employers' Liability and Public, Products and Pollution Liability Sections' **sections** only:

- a) **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**; or
- b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **data**, including any amount pertaining to the value of such **data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, and subject to the provisions below.

Paragraph a) above will not apply in respect of any actual or alleged liability for:

- i. any ensuing third party bodily injury, death, physical illness or disease; or
- ii. any ensuing physical damage to or destruction of third party property;

caused by a cyber incident, unless that **cyber incident** is **contributed to by a cyber act**.

This exclusion will not apply to:

- a) the 'Data Protection' extensions in the 'Employers' Liability' and 'Public, Products and Pollution Liability' sections); or
- b) any consequent **personal injury** or **damage caused by an act of terrorism**, for which cover is expressly provided elsewhere in the **policy** and if specified as "INSURED" in the **schedule**.

We will not indemnify **you** for any action taken in controlling, preventing, suppressing or remediating a **cyber incident** or a **cyber act**.

15.4. **Cyber risks – 'Property', 'Business Interruption', 'Goods in Transit', 'Money' and 'Personal Accident'**

in respect of the 'Property, 'Business Interruption', 'Goods in Transit', 'Money', 'Exclusions to the Property, Business Interruption, Goods in Transit and Money Sections', and 'Other Terms and Conditions for the Property, Business Interruption, Goods in Transit and Sections' **sections** 'and 'Personal Accident' **section**:

- a) **cyber loss** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber loss**; and
- b) **damage**, loss, interruption or interference, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, or arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, and subject to the provisions below.

However paragraph a) above will not apply to any **damage to property insured** and resulting business interruption under this **policy** caused by any fire or explosion directly and solely caused by a **cyber event** although paragraph a) will continue to apply where the **cyber event** is itself caused by a **cyber act**;

Paragraph b) above will be subject to the proviso that, should **data processing media** owned or operated by **you** suffer **damage** insured by this **policy**, then this **policy** will cover the cost to repair or replace the **data processing media** itself plus the costs of copying the **electronic data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **electronic data**. If

such media is not repaired, replaced or restored the basis of valuation will be the cost of the blank **data processing media**. However, this **policy** excludes any amount pertaining to the value of **electronic data**, to **you** or any other party, even if such **electronic data** cannot be recreated, gathered or assembled.

15.5. **Data protection liabilities**

breach or alleged breach of the **Data Protection Law** other than as provided in the data protection cover or extensions in the 'Employers' Liability' and the 'Public, Products and Pollution Liability' **sections**.

15.6. **Deliberate Acts**

- a) any **injury, personal injury** or **bodily injury**, damage, **claim**, loss, liability, expenses, costs, **defence costs** or any other sums whatsoever deliberately caused by or on behalf of **you** or any **insured person** (other than **employees**);
- b) this exclusion does not apply to damage resulting from the use of reasonable force to protect persons or property against a peril not excluded by this **policy**;
- c) this exclusion also does not apply to the extent of the cover (if any) provided by the 'Employers' Liability **section** and any relevant extensions relating to Employers' Liability in the 'Extensions to the Employers' Liability and Public, Products and Pollution Liability Sections' **section**.

15.7. **Fees for intervention**

the recovery or attempted recovery of costs by the Health and Safety Authority relating to an inspection or investigation or any legislation equivalent or similar to the Health and Safety and Nuclear (Fees) Regulations 2022 .

15.8. **Fines and penalties**

liability for payment of any fines or penalties imposed or ordered to be paid, or any contractual penalties claimed as damages for breach of contract for late or non-completion of orders and, for the purposes of the 'Property', 'Business Interruption', 'Goods in Transit' and 'Money' and 'Extensions to the Property and Business Interruption Sections' **sections** only, in addition, any civil or criminal penalties of whatsoever nature, including loss, interruption or interference caused by non-payment of such liabilities.

15.9. **Nuclear hazards and weapons**

- a) **nuclear hazards**, but in respect to the 'Property' and 'Business Interruption' **sections** the exclusion of the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter will not apply to radioactive isotopes

other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or industrial purposes in accordance with all applicable laws and regulations governing such matters; or

- b) any chemical, biological, biochemical or electromagnetic weapons

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

This exclusion does not apply to the 'Employers' Liability' **section**, to the extent that the excluded risks arise in the course of the **employment** of **employees** by **you**.

operation to another sovereign state or those acting at its direction or under its control, it shall be for the **insurer** to prove attribution by reference to such other evidence as is available.

15.10. Retroactive Date

any act, error or omission committed, or alleged to have been committed, prior to the **retroactive date**, where a **retroactive date** is specified as applying to a **section** or cover.

15.11. War, Cyber War and Cyber operation

- a) save where otherwise specifically provided, this **policy** does not cover any loss, **damage**, liability, cost or expense of any kind (together 'loss') resulting:
 - i. directly or indirectly from **war**;
 - ii. from a **cyber operation** that is carried out in the course of **war**; or
 - iii. from a **cyber operation** that causes a sovereign state to become an **impacted state**.

Provided, however, paragraph iii) shall not apply to the direct or indirect effect of a **cyber operation** on a **computer system** used by the **insured** or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.

- b) In determining attribution of a **cyber operation**, the **insured** and **insurer** shall have regard to whether the government of the **impacted state** formally or officially attributes the **cyber operation** to another sovereign state or those acting at its direction or under its control.

In the absence of attribution by the **impacted state**, the **insurer** may rely upon a reasonable inference as to attribution of the **cyber operation** to another sovereign state or those acting at its direction or under its control having regard to such evidence as is available to the **insurer**.

In the event that the government of the **impacted state** either takes an unreasonable length of time to, or does not, or is unable to attribute the **cyber**

16. GENERAL CLAIMS CONDITIONS AND REQUIREMENTS

Defined terms (in bold text) in the **sub-sections** below may be found within the 'General Definitions' **section** and/or within the specific definitions within other **section(s)** (to which the individual **sub-sections** below may relate). Where a term is defined in both the 'General Definitions' **section** and/or in one or more other **sections**, the specific definition relevant to the **section** will prevail.

Unless expressly stated elsewhere in this **policy** the conditions and requirements of this **section** apply to all **sections** of this **policy**. If non-compliance with the conditions of this **section** increases the amount **we** may be liable to pay for a claim under this **policy** **we** may not pay the amount of the claim that is increased by the non-compliance with this **section**.

The 'Conditions precedent' provision (clause 2.8) sets out the consequences of a failure to comply with the following provisions marked as 'CONDITIONS PRECEDENT'. Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

16.1. Property, Business Interruption, Goods in Transit and the Money Sections

Claim Notification – CONDITION PRECEDENT

- a) Unless stated elsewhere in the **policy**, **you** must notify **us** as soon as practical but in any event within thirty (30) days of any **incident**, accident, event or **damage** which may be the subject of indemnity under the **policy**..;
- b) In respect of **damage** caused by riot, **you** must give notice to **us** in writing within twenty-one (21) days. and
- c) In respect of **damage** caused by theft or malicious persons as covered under the 'Property', 'Business Interruption', 'Good in Transit' and 'Money' 'Extensions to the

Property and Business Interruption Sections' **sections**, **you** must give immediate notice to the Police Authority and take all practical steps to assist any investigation or recover the property lost.

If **you** give us notice outside the periods specified in (a) to (c) and **we** are prejudiced by the delay, **your** claim may not be covered.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

16.1.1. Claim Procedure

Unless stated otherwise, **we** will handle and oversee all claims but day to day handling may be managed by a third party. For every claim, **you** and any person acting on **your** behalf must:

- a) provide **us** or **our** appointed agent with copies of any legal documents relating to an insured event within three (3) business days of receipt; and
- b) provide **us** at **your** own expense, with a written account of those articles or portions of **property insured damaged**, the amount of the **damage** based on the value at the time it took place, and full details of any business interruption loss together with supporting accounts and financial information, within thirty (30) days after **damage** (or expiry of the **indemnity period** in the case of business interruption). If **you** do not notify **us** within this period and **we** are prejudiced by the delay, **your** claim may not be covered.

16.2. Personal Accident section

Claim Notification – CONDITION PRECEDENT

- 16.2.1. In respect of the 'Personal Accident' **section**, **you** or any person acting on **your** behalf must notify **us** as soon as practicable and in any event within five (5) working days of **you** becoming aware of an **injury** or potential **injury** suffered by an **insured person** which may give rise to a claim under the 'Personal accident' **section**. If **you** do not notify **us** within this period and **we** are prejudiced by the delay, **your** claim may not be covered.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

Claim Assistance

- 16.2.2. In connection with each claim under the 'Personal Accident' **section**:

- a) **you** must arrange as soon as is possible for the **insured person** to be placed under the care of a **healthcare practitioner** if they are not under such care already;
- b) **you** must fully co-operate with **us** and provide **us** with all necessary assistance and information reasonably required by **us** in a timely manner, in order to assist **us** with investigating and evaluating the claim, including:
 - i. in the event of the death of the **insured**

person in relation to whom the claim is made, by obtaining a copy of the death certificate and other records which **we** deem necessary, at **your** expense;

- ii. by authorising **us**, upon **our** request, to obtain any medical records, certificates, reports, information and other evidence required by **us** to substantiate any claim (but only where legally permitted to do so), or by obtaining such information for **us** in both cases at **your** expense;
 - iii. by procuring the full cooperation and assistance of the **insured person**, as required by **us**;
 - iv. by procuring, at **our** request, that the **insured person** must undergo medical examination(s) (at **our** expense, if any) and must provide medical evidence to **us** as often as **we** may require, and no benefit will be payable if the **insured person** fails to comply with such requests;
- c) **we** will be allowed, in the event of death due to **injury** of an **insured person** in respect of which a claim is made, to arrange for the conduct of an autopsy if legally permitted to do so.

16.3. Employer's and Public, Products and Pollution Liability sections and Extensions

Claim Notification – (CONDITION PRECEDENT for Public, Products and Pollution Liability sections only)

You must notify **us** as soon as practical but in any event within twenty (20) business days of becoming aware of the following events. If **you** do not notify **us** within this period and **we** are prejudiced by the delay, **your** claim may not be covered.

- a) a verbal or written communication addressed to **you** which seeks to hold **you** liable for loss, or expresses an intention to do so;
- b) an **occurrence** or circumstance which may give rise to a claim under the **policy**, including but not limited to:
 - i. an inquest, fatal accident inquiry, prosecution, public inquiry or other proceedings;
 - ii. **personal injury** to an **employee** in the course of employment by **your business**;
 - iii. an **Accident and Dangerous Occurrence** incident involving any person;
 - iv. an Industrial Tribunal hearing which includes allegations of **personal injury** or **damage**;
 - v. **personal injury** or **damage** sustained by

anyone on any premises which are owned or occupied by **you**;

- vi. **personal injury** or **damage** sustained by any of **your** direct or indirect customers involving **your products**;
- vii. the discovery of **pollution** on or emanating from any premises which are owned or occupied by **you**.

Such notice must include full details and be provided by telephone or email.

Compliance with this term is a condition precedent only to **our** liability under the 'Public, Products and Pollution Liability' **section** (and any relevant extensions relating to the 'Public, Products and Pollution Liability' **section** in the 'Extensions to the Employers' Liability and Public, Products and Pollution Liability Sections' **section**) but is not a condition precedent for the purpose of the 'Employers' Liability' **section** (or any relevant extensions relating to the 'Employers' Liability' **section** in the 'Extensions to the Employers' Liability and Public, Products and Pollution Liability Sections' **section**)

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

16.4. General Claims Conditions

No admission of liability (CONDITION PRECEDENT)

- 16.4.1. For every claim **you** and every person acting on **your** behalf must not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity or incur any expense without **our** prior written consent.

Compliance with this term is not a condition precedent to **our** liability under the 'Employers' Liability' **section** (or any relevant extensions relating to the 'Employers' Liability' **section** in the 'Extensions to the Employers' Liability and Public, Products and Pollution Liability Sections' **section**).

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

Your Duties

- 16.4.2. For every claim **you** and every person acting on **your** behalf must:

- a) on the occurrence of any **incident**, accident, event, loss or **damage** act with due diligence, undertake or permit to be undertaken all tasks reasonably practicable to minimise the loss;

- b) provide **us** or **our** appointed agent with copies of any legal documents relating to an **occurrence** within three (3) business days of receipt;
- c) always act honestly;
- d) give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as **we** may require;
- e) provide all evidence and information in respect of the claim as **we** may reasonably require together with (if **we** ask for it):
 - i. a statutory declaration of the truth of the claim and any matters connected with it;
 - ii. authorisation to obtain relevant information held by third parties, including medical records;
- f) co-operate with **us** or **our** appointed agents to allow compliance with any relevant practice directions and pre-action protocols;
- g) not destroy evidence or supporting information or documentation without **our** prior written consent;
- h) not destroy any property that may give rise to a claim; and
- i) comply with any reporting obligations provided for under **data protection law**.

You will provide **us** with the information required by this condition at **your** own expense unless the expense is covered by the 'Professional accountants' **sub-section** of the 'Business Interruption' **section**.

Our rights:

16.4.3. For every **claim**:

- a) **We** will have conduct of any potential insured **claim** which may be subject to an indemnity and may take over the defence or settlement of any claim in **your** name.
- b) **We** may at any time pay the **limit of indemnity** or **sub-limit** (after deduction of any sums already paid) or such lesser sum for which the **claim** can be settled and will relinquish the conduct and control of the **claim** and thereafter be under no further liability except (where payable under the relevant **section**) for payment of **defence costs** incurred prior to the date of payment.
- c) **We** may at any time require **you** to reimburse **us** for payments made under the **sections** that do not exceed the **excess** or deductible.

- d) **You** must reimburse **us** for any **defence costs** and paid damages including claimant costs recoverable from **you** and incurred in connection with such insured event where any settlement figure does not exceed the **excess**.

16.5. Subrogation

- a) Except where expressly provided otherwise elsewhere in the **policy**, **you** and any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an **occurrence**, **claim**, loss or suit that may give rise to a claim.
- b) **You** or any other party insured by the **policy** must, at **our** request and expense undertake such acts as may be required for the purpose of enforcing any rights and remedies whether or not **we** have indemnified **you**.
- c) If **you** have any uninsured losses that are properly recoverable against a third party which **we** intend to pursue by way of a subrogated claim, **we** will, at **your** request, include **your** uninsured losses in the subrogated claim. **We** will have sole control over the conduct, strategy, management and settlement of the subrogated claim and **we** will fund all legal costs. **We** will pay **you** any recovery from the subrogation proceedings, less expenses incurred by **us** in such proceedings, in the proportion that the amount that:
 - i. any applicable **excess or deductible**; and
 - ii. any provable and recoverable uninsured loss;
 bears to the whole loss amount.

17. GENERAL TERMS AND CONDITIONS

The following 'General Terms and Conditions' apply to all **sections** and **sub-sections** of this **policy** including any extensions, unless otherwise expressly provided.

Defined terms (in bold text) in the **sub-sections** below may be found within the 'General Definitions' **section** and/or within the specific definitions within other **section(s)** (to which the individual **sub-sections** below may relate). Where a term is defined in both the 'General Definitions' **section** and/or in one or more other **sections**, the specific definition relevant to the **section** will prevail.

17.1. Applicable law and jurisdiction

The law applying to the **policy** is the law as stated in the **schedule**.

Any dispute or legal proceedings between **you** and **us** in connection with the **policy** will be subject to the exclusive jurisdiction of the courts of the country stated in the **schedule**.

17.2. Application of sum insured, limit(s) of indemnity, sub-limits and benefits

17.2.1. Property, Business Interruption, Goods in Transit, Money and Business Interruption sections

- a) where a **sum insured** is stated in the **schedule** against an item or items of **property insured, section** or **sub-section**, the amount stated is the maximum amount for which **we** will indemnify **you** in respect of all claims during the **period of insurance** for the item of **property insured, section** or **sub-section** of the **policy** against which the **sum insured** is stated in the **schedule**, regardless of the number of **occurrences, premises** or other locations or departments to which the claims relate or the number of territories or divisions or subdivisions of territories to which the claims relates or the number of entities, persons or interested parties making the claim or claims under this **policy**. Where a **sum insured** is stated in the **policy** or **schedule** to apply on a first loss basis, the amount stated is the maximum amount for which **we** will indemnify **you** in respect of a loss arising from a single **occurrence** at a single **premises**. Where a **sum insured** applies on a first loss basis, it will not be available in respect of additional loss at the same **premises** arising out of a different **occurrence**, or loss at any additional **premises** regardless whether or not such loss arises from the same single **occurrence**;
- b) where a **sub-limit** is stated in the **schedule** or within this document against an insured cause of **damage** or loss, or against an extension or **sub-section**, the amount stated is the maximum amount for which **we** will indemnify **you** in respect of all claims connected with

the same single **occurrence** regardless of the number of **premises** or other locations or departments to which the claims relate or the number of territories or divisions or subdivisions of territories to which the claims relate or the number of entities, persons or interested parties making the claim or claims under this **policy**. However, if in the **schedule** or in this document a **sub-limit** is described as applying per **occurrence** and in the aggregate, the amount stated is the maximum amount for which **we** will indemnify **you** in respect of all claims during the **period of insurance** regardless of the number of **occurrences, premises** or other locations or departments giving rise to claims or the number of territories or divisions or subdivisions of territories to which the claims relate or the number of entities, persons or interested parties making the claim or claims under this **policy**;

- c) where a **sub-limit** is stated in this document, this will only apply in the event that cover is available for the extension or **sub-section**, and no **sub-limit** is shown in the **schedule**. If a **sub-limit** is shown in the **schedule** this will supersede any applicable **sub-limit** in this document;
- d) any **sub-limit** for a specified cover included in the **schedule** is deemed to be part of and not in addition to the applicable **sum insured** unless expressly stated otherwise in the **sections** or **schedule**;
- e) if more than one entity makes a claim under the **policy** in connection with the same **occurrence, our** maximum liability will not exceed **sum insured** or **sub-limit** which would apply if the claim were made by a single entity;
- f) where a single **occurrence** gives rise to a claim or claims under two or more extensions which are subject to a **sub-limit, our** maximum liability for the **occurrence** will not exceed the single largest applicable **sub-limit**;
- g) where a single **occurrence** gives rise to a claim or claims under more than one extension under the 'Business Interruption Extensions' **sub-section**, the total amount for which **we** will indemnify **you** will not exceed the single largest **sub-limit** of the applicable extensions. In no circumstances will **we** indemnify **you** for more than one **sub-limit** under the 'Business Interruption Extensions' **sub-section** in relation to claims arising from the same single **occurrence** regardless of the number of **premises** or other locations or departments to which the claims relate or the number of territories or divisions or subdivisions of territories to which the claims relate or the number of extensions or the number of

entities, persons or interested parties making the claim or claims under this **policy**.

17.2.2. Public, Products and Pollution Liability and Extensions to Employers’ Liability and Public, Products and Pollution Liability sections only in respect of the Public, Products and Pollution Liability section

- a) If an **occurrence** gives rise to a claim or claims under two or more extensions which are subject to a **sub-limit**, **our** maximum liability for the **occurrence** will not exceed the single largest applicable **sub-limit**.
- b) If more than one entity makes a claim under the **policy** in connection with the same **occurrence**, **our** maximum liability will not exceed the **limit of indemnity** or **sub-limit** which would apply if the claim were made by a single entity.

Any **sub-limit** shall form part of, and is not in addition to, the **limit of indemnity** unless expressly stated otherwise in the **sections** or **schedule**.

17.2.3. Employers’ Liability section

- a) **our** total liability under this **section** shall not exceed the **limit of indemnity** specified in the **schedule**;
- b) the **limit of indemnity** shall apply to all **occurrences** arising out of the same event, cause or circumstance.

17.2.4. Personal Accident section

In respect of the ‘Personal Accident’ **section**:

where a single **accident**, or series of **accidents** in a twenty kilometres radius originates from the same occurrence and where:

- a) within twenty-four (24) consecutive hours of the event; or
- b) within twenty-four (24) consecutive hours of the first event in the series of events;

the **accident** or series of **accidents** causes **injury** to more than one **insured person**, then the maximum amount of **benefits** payable by the **insurer** under ‘Personal accident cover’ in connection with all **injuries** arising from such **accident** or series of **accidents** shall be the **accumulation limit**, irrespective of the number of **insured persons** to which a claim relates.

Where the aggregate value of **benefits** claimed under ‘Personal Accident’ **section** in connection with **injuries** arising from an event or series of events exceeds the **accumulation limit**, the amount claimed in relation to each **insured person** will be reduced in proportion to the ratio that the **accumulation limit** bears to the total amount claimed.

17.3. Application of Deductible or Excess

- a) Where a **deductible** applies, this amount shall be deducted from the applicable **limit of indemnity**, **sum insured** or **sub-limit** in order to calculate the amount of the indemnity **we** will pay **you** under the **policy**.
- b) Where an **excess** applies, this amount shall not be deducted from the applicable **limit of indemnity**, **sum insured** or **sub-limit** in order to calculate the amount of the indemnity **we** will pay **you** under the **policy**.
- c) Where a **deductible** or **excess**, except an aggregate **deductible** or **excess**, is stated in the **schedule** to apply in respect of a **section** or **sections** of this **policy**, that **deductible** or **excess** will apply once to any losses or claims under that **section** or **sections**:
 - i. in the ‘Property’, ‘Business Interruption’, ‘Goods in Transit’, ‘Money’ ‘Extensions for Property, Business Interruption’, ‘Employer’s Liability’, ‘Public, Products and Pollution Liability’, ‘Extensions for Employers’ Liability’ and Public, Products and Pollution Liability’ **sections**, arising from one **occurrence**;
 - ii. including under any extensions. This is subject to the proviso that, where the **schedule** states that a more specific **deductible** or **excess** applies to an extension, that more specific **deductible** or **excess** shall apply to that element of the claim that is made under the extension instead of the **deductible** or **excess** that applies to the **section** or **sections** in which the extension is contained;
- d) where more than one **excess** or **deductible** could be applied to one claim or **occurrence** under any **section** or **sections**, only the single highest **excess** or **deductible** will be applied. However, all applicable non-ranking **excesses** will continue to apply;
- e) where **you** make a claim under an extension where the applicable **sub-limit** is less than the **deductible** that applies to that **section** or **sections** of the **policy**, no amount will be payable by **us** under that extension unless a more specific monetary **deductible** applies to the extension;
- f) if settlement of an insured event investigated or defended by **us** under the ‘Public, Products and Pollution liability’ **section**, does not exceed the amount of the applicable **deductible** or **excess**, **you** will pay, or reimburse the **us** for, as applicable, any **defence costs** and paid damages including claimant costs recoverable from **you** and incurred in connection with such insured event.

17.4. Application of aggregate Deductible or aggregate Excess

Where an aggregate **deductible** or aggregate **excess** is stated on the **schedule** the following additional provisions apply:

- a) any **excess** stated on the **schedule** to be ‘non-ranking’ is excluded from and forms no part of the indemnity that **we** provide under this **policy**;
- b) all sums claimed over and above any applicable non-ranking **excess** will be subject to the standard **deductible** or standard **excess** stated on the **schedule** and such sums shall contribute towards the aggregate **deductible** or aggregate **excess**;
- c) the standard **deductible** or standard **excess** will apply until the total sum of these equals or exceeds the aggregate **deductible** or aggregate **excess** in respect of all losses occurring during the **period of insurance** at which point the aggregate **deductible** or aggregate **excess** will be exhausted;
- d) once the aggregate **deductible** or aggregate **excess** has been exhausted, the standard **deductible** or standard **excess** will not apply to any future claims for losses occurring during the **period of insurance** but such claims will continue to be subject to any non-ranking **excess** and will be subject to the residual **deductible** or residual **excess** stated on the **schedule**.

17.5. Assignment

Assignment of interest under the **policy** will not bind **us** unless and until **our** written consent is endorsed hereon.

17.6. Cancellation

We may at any time during the **period of insurance** serve written notice on **you** at the address shown on the **schedule** cancelling the **policy** with effect from the thirtieth (30th) day after service of the notice.

Such cancellation will not affect the coverage or premium attributable to the period prior to cancellation. Upon demand and subject to no claims having been notified under the **policy**, **we** will return to **you** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the **policy**.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

If after reading this **policy** **you** are not satisfied with it for any reason, **You** may cancel the **policy** by giving **us** notice in writing within fourteen (14) working days of issue.

No premium refund will be allowed in the event that **you** cancel the **policy**

17.7. Compliance with policy terms

You and anyone acting on **your** behalf must each comply with every applicable provision of the **policy**.

To the extent this insurance provides a benefit to any other party, **you** must arrange for each insured party to comply with every applicable provision of the **policy**.

If **you** or anyone acting on **your** behalf breaches any provision of the **policy**, **we** may, without prejudice to any of **our** other rights, reject or reduce sums payable to the extent that **our** liability under the **policy** has been incurred or increased by reason of the breach. If the breached term is a condition precedent, **we** will not indemnify **you** for any part of **your** claim.

Conditions precedent will be treated as suspensive conditions which means that **our** liability is suspended for the duration of any breach by **you** and **your** claim may not be covered.

If **we** have paid any sums to **you** or anyone acting on **your** behalf for which **we** were not liable (whether by reason of breach of any provision of the **policy** by **you** or anyone acting on **your** behalf or for any other reason) **you** must promptly repay such sums to **us**.

To the extent **we** waive all or some of **our** rights in relation to any obligation on **you**, this will not prevent **us** from relying on any provisions in the future and any delay in reliance or any partial reliance by **us** will not prevent **us** from relying on any such provisions, in whole or in part, in the future.

17.8. Confidentiality

You will not disclose the terms, conditions, exclusions, or the **limit of indemnity** of this **policy** or the amount of the premium paid to any third party except to the extent that **you** are required to do so by law, for contractual purposes, or **we** consent in writing to such disclosure.

17.9. Conflict of interest

In the event of a conflict of interest between:

- a) **Insureds**;
- b) for the purpose of the ‘Property’, ‘Goods in Transit’ and ‘Money’ **section**, **you** and any **insured person** as defined in that **section**;
- c) **for the purpose of** the ‘Employers’ Liability’, ‘Public, Products and Pollution Liability’,

and ‘Extensions to the Employers’ Liability and Public, Products and Pollution Liability’ **sections**, **you** and any **other insured party**;

indemnified by this insurance, separate representation will be arranged for each party.

17.10. Contract (Rights of Third Parties) Act 1999 and Contract (Third Party Rights) (Scotland) Act 2017

This **policy** does not confer or create any right enforceable by any person who is not named as the **insured** and both **you** and **us** may amend, cancel or terminate this insurance without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Consumer Insurance Contracts Act 2019 .

17.11. Exchange rate

In the event of a payment being made under the **policy** in any other currency than pounds euro (EUR), for the purposes of the ‘Employers’ Liability’ and ‘Public, Products and Pollution Liability’ **sections** only the exchange rate applicable will be the free rate of exchange at the date that settlement is agreed and for all other **sections**, the exchange rate applicable for each month that the loss accrues will be the exchange rate at the mid-point of each month during the accrual of the loss.

17.12. Inspection and audit

We or **our** representative will be permitted to inspect **your** property and operations with reasonable notice. Such inspections do not warrant that the property or operations are safe.

17.13. Legislation and other requirements

All Acts of Government, laws, regulations, standard form contracts and permits (in each case, as applicable) referred to in this **policy** will include any deriving rule, order, regulation, permit, contract or instrument and will include any subsequent amendment, replacement, consolidation or reenactments.

17.14. Material changes during the policy period

You must notify us within thirty (30) days of any material change to **you, your** business or the risks insured if indemnity under this **policy** is sought in relation to any such change. If **your** circumstances have materially changed and the new risk is something which **we** did not agree to cover, then **your** coverage may be affected and **your** claim may not be covered.

We will not indemnify **you** for any liability arising out of a material change for which indemnity would otherwise have been available under this **policy** unless **we** have provided valid confirmation of cover, whether by an express term of the **policy**, endorsement, written confirmation or otherwise.

17.15. Minimisation of risk

You must take all reasonable steps at **your** own expense to prevent an **incident**, accident, event, **occurrence**, loss or **damage** arising or continuing.

You must take such steps at **your** own expense to the extent that cover under the **policy** has not been confirmed by **us**.

Upon the happening of an **occurrence** and at all times thereafter, **you** must act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise.

Any failure by **you** to take such steps will reduce or extinguish **our** liability to indemnify **you** under the **policy** to the extent that such failure has increased the claim under this **policy**.

17.16. Other insurance

In respect of the ‘Property’, ‘Business Interruption’, ‘Goods in Transit’ and ‘Money’ **sections**, if at the time of any claim made under this **policy** there is any other valid and collectible insurance covering the same claim or any part thereof **we** will not be liable for more than its rateable proportion of loss. If other insurance provides that it will operate in excess of this **policy**, then, unless it is purchased as and stated specifically to be a **policy** operating in excess of this **policy**, this **policy** shall likewise operate in excess of such other insurance.

In respect of the ‘Personal Accident’, ‘Employers’ Liability’ and ‘Public, Products and Pollution Liability’ **sections**, this **policy** shall not provide any indemnity in respect of any claim or part thereof which at the time of any claim made under this **policy** is covered by any other valid and collectible insurance and shall not contribute to any claim with any such valid and collectible insurance.

This **policy** shall under no circumstances be made subject to the terms, limitations, conditions and definitions of any other insurance, except that if any other insurance is subject to any condition of average, then the insurance provided by any **section** if not already subject to a condition of average will be subject to average in like manner.

For the purposes of this condition, other insurance shall not cease to be regarded as ‘valid and collectible’ merely because the **insured** has failed to comply with any notification or other claim conditions which apply to such other insurance.

This condition is subject to any contrary provision within the specific **sections**.

17.17. Premium adjustment

Where the premium in whole or part is provisionally based on estimates provided by **you**, **you** will keep accurate records and provide such information as **we** require within three (3) months of the expiry of the **period of insurance**. The

premium will then be adjusted, and any difference paid by **you**.

At **our** request **you** must supply an auditor's certificate attesting to the accuracy of any calculations.

17.18. Records

We may hold documents relating to this **policy** and any claims under it in electronic form and may destroy the originals.

An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

17.19. Recovery of benefits

Where **your** liability in damages is reduced owing to the application of benefits and/or charges under the Compensation Recovery Unit, **your** liability in **damages** will be deemed to include such benefits and/or charges.

17.20. Representation

Where more than one entity is designated as 'insured' the first named insured will act on behalf of all insureds and other parties covered under the **policy** with respect to the giving and receiving of any notices from **us** or their representatives including any notice of cancellation. The payment to the first named insured of any return premium that **we** may pay under the **policy** will satisfy **our** obligations to return premium to any other party covered by this **policy**.

17.21. Risk survey

- a) **we** reserve the right to carry out a survey of the **property insured** at any time. **We** may choose to impose one or more risk improvement requirements as conditions or conditions precedent should they be of sufficient importance to **us**.
- b) under no circumstances will a survey relieve **you** of **your** obligations to comply with all of the **policy** terms, conditions, conditions precedent and requirements and **you** should not assume that because a breach has not been raised during or following a risk survey that **we** are aware of it and have decided to accept it.

Your compliance with risk improvement requirements imposed during previous policy years will continue to be required.

17.22. Sanction limitation and exclusion

We will not provide cover nor indemnify **you** for 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** or any member of **our** group to any

sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

17.23. Subscribing insurer

Our obligations under the **policy** are several and not joint and are limited solely to the extent of individual subscription.

We are not responsible for the subscription of any co-subscribing insurer.

17.24. Waiver of subrogation

to the extent **you** are required by any agreement to waive **your** rights to recover from any other party, **we** agree to waive any rights of subrogation to which **we** might have been entitled. However, this waiver of subrogation will not apply to any contractor or **sub-contractor** undertaking works at the **premises** where the total value of the contracts under which the works are being undertaken exceeds EUR100,000 unless **you** have notified **us** prior to the commencement of the works and paid any additional premium **we** require;

we agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation, following an **occurrence**, against any one of **your subsidiary companies**.

17.25. Insurance Act 1936

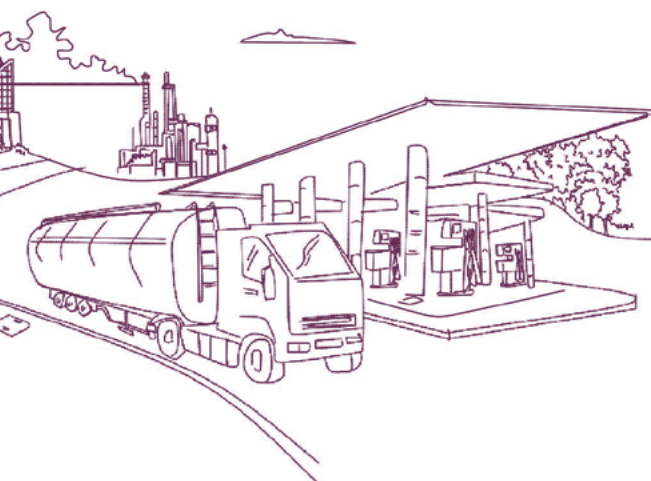
All monies which become or may become due and payable by **us** under this **policy** shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

17.26. Stamp Duties Consolidation Act 1999

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

17.27. Language

Communications between **you** and **us** about this **policy** will be in English.



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underwriting