



# SME Office

Policy Wording

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# GENERAL TERMS AND CONDITIONS

## IMPORTANT NOTICE

Please read this policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

## CLAIMS PROCEDURE

If you wish to make a claim, please contact the insurance broker who arranged the Policy or contact us on 01 6095601 quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at [www.travelers.ie](http://www.travelers.ie).

## COMPLAINTS PROCEDURE

### Our Promise To You

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback to continually improve our service

### What To Do If You Have A Complaint

If you are dissatisfied with any aspect of our service, please contact us on 01 6095600 or email us at: [CustomerRelations@travelers.com](mailto:CustomerRelations@travelers.com) quoting your policy number or claim reference if appropriate. Alternatively, you can write to us at the address below:

The Compliance Officer, Third Floor, Block 8  
Harcourt Centre, Charlotte Way, Dublin 2

If we have not been able to resolve your complaint to your satisfaction and you are an eligible complainant, you may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) at the address below:

Financial Services and Pension Ombudsman Third Floor,  
Lincoln House, Lincoln Place, Dublin 2 D02 VH29  
Email: [info@fspoi.ie](mailto:info@fspoi.ie) Website: [www.fspoi.ie](http://www.fspoi.ie)  
Tel: +353 1 567 7000

## USING PERSONAL DATA – FAIR PROCESSING NOTICE

### How we treat information about you and your rights under data protection legislation.

In order to provide our insurance services, we (Travelers as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers' insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to

provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is information that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, we will pass your policy details to the Motor Third Party Liability database maintained by the Motor Insurers' Bureau of Ireland (MIBI). For information about how the MIBI may use this information, please click [www.travelers.ie/privacy-policy](http://www.travelers.ie/privacy-policy)

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click: [www.travelers.ie/privacy-policy](http://www.travelers.ie/privacy-policy)

## SUMMARY OF CONFLICTS OF INTEREST POLICY

Travelers maintain an internal Conflict of Interest policy which identifies circumstance which may give rise to a potential for conflict of interest.

Where a conflict of interest or suspected conflict of interest has been identified, and cannot be reasonably avoided, we will disclose the general nature and or source of the conflict of interest to you and your insurance intermediary.

Travelers will not proceed and bind any insurance contract with you unless you the policyholder have acknowledged, in writing, that you are aware of the conflict of interest and still want to proceed with your insurance contract with us, and, that your intermediary confirms in writing the conflict does not damage your best interests.

## COOLING-OFF PERIOD

If your annual turnover is EUR 3,000,000 or less, you can cancel this policy within 14 days from the date you received your insurance documentation ('the cooling off period').

If you choose to cancel this policy during the cooling off period, we will return your premium in full provided that you have not:

- (a) made a claim under the policy, or
- (b) changed any term or condition of the policy during the cooling-off period

The deemed date of receipt of your insurance documentation shall be the day of sending (if sent by email) or the second day after posting (if sent by post).

## **HELPLINE AND ON-LINE SERVICES**

The helpline and on-line services detailed below are provided by ARAG Legal Protection Ltd.

ARAG provide the helpline services 24 hours a day, seven days a week during the **period of insurance**. To help them check and improve their service standards, they may record calls, other than those to the counselling service.

### **Commercial Legal Advice – 1850 670 747**

ARAG provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of the Republic of Ireland, the United Kingdom, of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands. Wherever possible the Commercial Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However, if this is not possible, they will arrange a call back at a time to suit **you**.

ARAG legal advisors provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, they will refer **you** to one of their specialist advisors. This will include certain areas of law for Scotland and Northern Ireland.

**Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, they will call you back.**

### **Health & Medical Information Service – 1890 254 164**

ARAG will give **you** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

**Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.**

### **Counselling – 1850 670 407**

ARAG will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 years or over including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

**The counselling helpline is open 24 hours a day, seven days a week.**

### **Business Assistance – 1850 670 747**

In the event of an unforeseen emergency affecting **your** business premises which causes damage or potential danger, ARAG will contact a suitable repairer or contractor and arrange assistance on **your** behalf. All costs of assistance provided are **your** responsibility.

### **Employment Manual – Visit [www.arag.ie](http://www.arag.ie)**

The ARAG Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.arag.ie](http://www.arag.ie). From the home page click on the Employment Manual icon.

**ARAG will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not phone them on the above numbers to report a general insurance claim.**

## The Contract of Insurance

**You** have provided information, statements, and declarations to **us** and have also paid or agreed to pay the premium. In exchange, **we** will provide the insurance indicated in the **schedule**. The **policy** and **your proposal** will be read as one contract.

Words or expressions that have been given a particular meaning in the General Words With Special Meanings or specific Section Words With Special Meanings in this **policy** will appear in **bold** type. Please also note that the singular includes the plural and vice versa, the male gender includes the female and neutral genders, and the term person includes a corporation.

## General Words With Special Meanings

In this **policy**, the following terms will have the following meanings. If a term below is also defined in a specific Section of this **policy**, then the definition in that Section applies for purposes of that Section.

**agent** means any person, company, firm or subcontractor directly appointed by **you** to act on **your** behalf.

**bodily injury** means:

- (a) death, injury, disease or illness of any person; or
- (b) mental injury, mental anguish or shock that results in a recognisable psychiatric injury.

For the Data Protection cover clause in the Public Liability Section, **bodily injury** means

- (a) death, injury, disease or illness of any person; or
- (b) mental injury, mental anguish, distress or shock

**business** means the business shown in the **schedule** carried on by **you** at or from premises within the **territorial limits**. **Business** includes:

- (a) the ownership, repair, maintenance, decoration or occupancy of the property (but this does not include any premises at or from which any **portfolio company** carries on business) by **you**;
- (b) catering, sports, social welfare and educational organisations and fire, first aid, medical, dental, ambulance and security services; and
- (c) participation in business-related exhibitions and corporate events.

However, **business** does not include:

- (i) any business carried on by or on behalf of a **portfolio company**; or
- (ii) the operation of any entity (other than **you**) going through an administration process.

**claim investigation expenses** means costs and expenses **we** pay to a **third party** in connection with the investigation, handling or control of any claim. However, **claim investigation expenses** does not include claimants, prosecution or defence costs and expenses as may be covered under this **policy**.

**covered person** means **you** and, at **your** request:

- (a) any of **your** directors, partners, or **employees** in respect of liability for which **you** would have been

entitled to indemnification under this insurance if the claim had been made against **you**;

- (b) any officers, committees or members of the catering, sports, social welfare, health and safety, educational organisations, fire, first aid, medical, dental, ambulance and security services owned by **you** in their respective capacities;
- (c) any officers or trustees of **your** pension scheme; and
- (d) the legal personal representative of any party covered under paragraphs (a), (b) or (c) above.

**data** means facts, concepts or information converted to a form useable in **your** computer operations and that are owned, leased, or rented by **you** or for which **you** are legally responsible.

**employee** means any:

- (a) person under a contract of service or apprenticeship with **you**;
- (b) labour only subcontractor, labour master or any person supplied by that subcontractor or master;
- (c) self-employed person providing labour only;
- (d) person hired to or borrowed by **you**;
- (e) person under work experience or any similar scheme;
- (f) volunteer worker acting under **your** authority; or
- (g) equity partner or member of **your** limited liability partnership;

whilst working directly for **you** in connection with **your business**.

**event** means an occurrence, or a series of occurrences arising out of one source or original cause, that gives rise to loss covered under this **policy**.

**excess** means an amount shown in the **schedule** for which **you** are responsible as the first part of a claim.

**injury** means:

- (a) **bodily injury**;
- (b) false arrest, wrongful detention, false imprisonment or malicious prosecution of any person; or
- (c) wrongful entry or eviction or other invasion of the right of private occupancy.

**period of insurance** means the period shown in the **schedule**.

**policy** means this insurance document, including its general and specific Sections and the **schedule**.

**portfolio company** means any entity, other than **you**, in which **you** have at any time had a debt or equity interest, had a management or board position, or agreed to provide a financial guarantee.

**programme** means a sequence of instructions given to a computer that is either purchased or written on a custom basis owned, leased or rented by **you** or for which **you** are legally responsible.

**proposal** means all information **you** or others on **your** behalf provided to **us**.

**schedule** means the schedule to the **policy**.

**territorial limits** means the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or Channel Islands.

**third party** means a person or entity but this does not include the **covered persons**.

**we / us / our** means Travelers Insurance Designated Activity Company Limited.

**you / your** means the persons, firms, corporations or entities named in the **schedule** or their legal personal representatives.

## General Conditions

These are the conditions of this insurance that need to be met. There are also conditions that apply to specific Sections of the **policy**. If these conditions are not met, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances, not meeting these conditions may mean this **policy** is not valid.

### Information you have given us

The information **you** have given **us** is important as **we** use this in setting the terms and premium for **your** insurance. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information, it could adversely affect **your** insurance and any claim. For example, **we** may:

- (a) amend the terms of **your** insurance. **We** may apply these amended terms (which may include refusing to pay a claim) as if they were already in place if the amount **we** would pay has been adversely impacted by **your** careless provision of false or misleading information;
- (b) require **you** to pay more for **your** insurance; or
- (c) cancel **your** insurance in accordance with the General Cancellation Condition.

**We** will write to **you** if **we**:

- (a) intend to treat this insurance as if it never existed;
- (b) need to amend the terms of **your** insurance; or
- (c) require **you** to pay more for **your** insurance.

### Notifying us of any changes or inaccuracies

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **us** as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the General Cancellation Condition.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this

insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

### Fraudulent Claims

If the **covered person**, or anyone acting on the **covered person's** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim.

### Assignment

If **you** wish to assign **your** interest under this **policy** **you** must first obtain **our** written consent.

### Reasonable Precautions

The **covered person** must take all reasonable steps to prevent or minimise injury, damage or loss that may be covered under this **policy** and should make all reasonable efforts to comply with all relevant statutory obligations and regulations.

### Claims Duties of the Covered Persons

- (a) The **covered person** must give **us** notice as soon as possible of any **event** or circumstances which may give rise to a claim under this **policy**;
- (b) The **covered person** must forward to **us** every service of writ summons, claim form, impending prosecution notice requiring arbitration, notice of an inquest or fatal accident inquiry in connection with any such circumstance or **event**;
- (c) The **covered person** must give **us** full particulars of the **damage**, circumstance or **event**:
  - (i) within seven days in the case of **damage** caused by riot, civil commotion, strikes, locked-out workers, persons taking part in labour disturbances or malicious persons; or
  - (ii) within thirty days in the case of any other circumstance or **event** or any further time as **we** may allow.
- (d) The **covered person** must attend all proceedings, assist **us** in the giving of evidence and the attendance of witnesses, and give **us** all information and assistance **we** may reasonably require in connection with any circumstance, **event**, or claim;
- (e) The **covered person** must bear its own costs and expenses under this condition, except as otherwise provided within the **policy**; and
- (f) The **covered person** must not make any admission, offer any promise, make any payment or agree to any indemnity without **our** prior written consent.

### Control of Claims

- (a) **We** may, at **our** discretion:
  - (i) investigate, handle, control and settle, compromise or make ex-gratia payments in respect to any claim and generally conduct any proceeding, process or actions related to the claim as **we** deem appropriate. The costs **we** incur (including **claim investigation expenses**) will be subject to any **excess** shown in the **schedule** regardless of whether **we** subsequently provide indemnification; and

- (ii) take over and control the legal representation of the **covered person** at any inquest, inquiry or proceedings in any Court concerning any matter that has or may give rise to a claim under the **policy** as well as the defence and settlement of any claim. **We** will conduct such representation, defence and settlement as **we** see fit. In the event that **we** make any payment, the **covered person** must pay **us** any applicable **excess** as soon as possible; and
- (b) If **we** pay the **covered person** an amount under this **policy** to settle a claim, **we** will then no longer conduct or control the negotiations, actions or proceedings for that claim and will have no further liability in respect of that claim, except for those costs and expenses incurred prior to the date of such payment. **We** will not be responsible for any loss which the **covered person** may claim as a result.

#### Recovery Against Others

If another person or entity is responsible or potentially responsible for loss, damage or injury covered under this **policy**, **we** will be entitled to all of the **covered person's** rights of recovery against that person or entity before or after any claim payment and the **covered person** must provide all relevant information and reasonable assistance. Any recovery **we** make will be applied first to sums **we** have paid and then to the **covered person's excess**, and finally to any uninsured loss, unless agreed to the contrary.

**We** will not exercise these rights against any **employee**, unless the claim in question has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act, error or omission of that **employee**.

#### Contribution

If there is any other insurance or other indemnity available to the covered person covering a claim that is also covered by this **policy**, **we** will not be liable to pay nor contribute more than **our** pro rata share, including any associated costs and expenses.

#### Applicable Law

The **policy** and any dispute concerning its interpretation is subject to and will be construed in accordance with the law of the Republic of Ireland.

#### Arbitration

Any dispute between **you** and **us** regarding the **our** liability in respect of a claim or the amount to be paid shall, in default of an agreement, be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by **you** and **us**, or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland, and the decision of such Arbitrator shall be final and binding on both parties. Where any difference is referred to arbitration, the making of an award shall be a prerequisite to any right of action against **us**.

Any claims not referred to arbitration within 12 calendar months from the date of disclaim of the liability shall be deemed to have been abandoned.

#### Multiple Insureds

If **you** consist of more than one person or party under this **policy**, **we** will indemnify each person or party in the same manner and to the same extent as if a separate **policy** had been issued to each. However, the total amount payable will

not exceed the applicable Limit of Indemnity.

**We** will not indemnify **you** against liability which is or would be covered under any Employers' Liability insurance but for the existence of this **policy**.

#### Cancellation Condition

##### (a) Cancellation

**You** may cancel **your policy** at any time after the cooling-off period by giving **us** notice in writing. **We** will refund any premium paid for the remaining period of insurance as long as **you** have not made any claim in the current **period of insurance**.

**We** can cancel this **policy** at any time by giving **you** 30 days' notice in writing to **your** last known address or an e-mail to the e-mail address **you** provided. **We** will refund any premium paid for the remaining **period of insurance** as long as **you** have not made any claim in the current **period of insurance**.

**We** will not make any payment under this **policy** unless **you** have paid the premium.

##### (b) Instalment Default

In the event that **you** are paying the premium by instalments and **we** are advised that **your** credit agreement has been terminated as a result of non-payment, **we** will cancel the **policy**. In this event the **period of insurance** will equate to the period for which premium instalments have been paid to **us**. **We** will confirm the cancellation and the amended **period of insurance** in writing to **your** last known address or an e-mail to the e-mail address **you** provided.

If **you** are paying the premium on this **policy** by instalments and **you** make a claim under the **policy** for which **we** have made a payment, or which is still under consideration, or **you** have notified **us** of an incident which is likely to give rise to a claim but is yet to be reported to us, the annual premium remains due in full. In these circumstances, **we** will deduct any outstanding premiums from any claim amounts that may be due to **you**.

##### (c) Policy Renewal

In the event that **you** are paying the premium by instalments, the Cancellation Condition – Instalment Default applies.

In the event that **you** are paying the premium in full, **we** may cancel the **policy** if any premium remains unpaid 14 days after the due date. In such cases **we** will cancel the **policy** by giving **you** 7 days' notice in writing to **your** last known address or an e-mail to the e-mail address **you** provided. Cover will cease on the date that the premium was due.

#### Sanctions

This **policy** will not provide coverage, nor will **we** have any liability to pay any claim or provide any benefit, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

### **Alterations to Your Policy**

**We** will not charge **you** an administration fee if **you** make any changes to **your policy**.

If **you** make changes to **your policy** which results in **you** having to pay **us** an additional premium, **we** will only charge **you** that additional premium if it exceeds €5.00 (not including any Government Levy).

If **you** make changes to **your policy** which results in **us** returning premium to **you**, **we** will not return any premium to **you** that is less than €5.00 (not including any Government Levy).

### **General Exclusions - What This Policy Does Not Cover**

Please note that this exclusion applies in addition to the exclusions that are specific to a particular coverage Section. **You** should read those provisions together with this one.

#### **Radioactive Contamination**

The **policy** does not cover loss or destruction of, or damage to, any property or any other loss or expense arising out of any:

- (a) ionising radiations, or contamination by radioactivity, from any nuclear fuel, nuclear waste or combustion of nuclear fuel;
- (b) radioactive toxic explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or component thereof;
- (c) weapon or device employing atomic or nuclear fission or fusion, or other like reaction or radioactive force or matter;
- (d) radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this paragraph (d) will not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- (e) chemical, biological, bio-chemical or electromagnetic weapon;

but in respect of **bodily injury** sustained by an **employee**, this exclusion will apply only when **you** have undertaken to indemnify or assume the liability of a **third party** under a contract or agreement in respect of that **bodily injury**.

#### **Travelers Insurance Designated Activity Company**

Travelers Insurance DAC is regulated and authorised by the Central Bank of Ireland  
Registered Office: Third Floor, Block 8, Harcourt Centre, Charlotte Way, Dublin 2, Ireland

[travelers.co.uk](http://travelers.co.uk)

[travelers.ie](http://travelers.ie)

# Buildings Section

## What Is Covered

We will cover **you** for **damage** to **your buildings, shop front, and tenants' improvements** at the **premises** which happens during the **period of insurance**.

## Extensions

We will also cover:

### Architects' Surveyors' Legal and Other Fees

Architects', surveyors', legal and other professional fees reasonably and necessarily incurred in the reinstatement of the **buildings, shop front, or tenants' improvements** consequent upon its **damage**. We will not pay for the fees of preparing any claim.

### Additions and Alterations

Alterations, additions and improvements to **buildings, shop front, or tenants' improvements**. You must advise **us** as soon as possible and pay any additional premium due. The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

### Removal of Debris

Costs and expenses **you** necessarily incur with **our** prior consent in:

- (a) removing debris from;
- (b) dismantling or demolishing; or
- (c) shoring up or propping;

**buildings, shop front, or tenants' improvements** and the area immediately adjacent, arising out of **damage** insured by this Section.

We will not pay for any costs or expenses arising from the pollution or contamination of property not insured by this Section.

### Public Authorities

Additional costs of reinstatement, incurred to comply with statutory requirements or local authority bye-laws in respect of **damaged buildings, shop front, or tenants' improvements** or its undamaged portions. The work of reinstatement must be started and completed within twelve months after the **damage** happened. The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

We will not pay for:

- (a) costs incurred in complying with:
  - (i) a notice served upon **you** before the **damage** happened; or
  - (ii) an existing requirement which has to be implemented within a given period; and
- (b) any additional rate, tax duty or other charge payable by reason of compliance with any requirement.

### Fire Extinguishing Expenses and Alarm Re-setting Expenses and Fire Brigade Charges

- (a) The costs **you** necessarily incur in:
  - (i) recharging, replenishing or replacing fire extinguishing appliances; or
  - (ii) resetting fire and intruder alarms and closed

circuit television systems;

as a result of **damage** to **buildings, shop front, or tenants' improvements** arising out of fire.

- (b) Fire brigade charges, extinguishing expenses and other charges **you** may be required to pay by any local authority responsible for preserving public safety as a result of **damage** to **buildings, shop front, or tenants' improvements**.

### Newly Acquired Property

Any building acquired within the **territorial limits** but not if the building is insured by any other insurance. The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

You must advise **us** as soon as possible and pay any additional premium due. Until cover has been confirmed by **us**, **we** will not pay for **damage** arising out of flood.

### Rent Payable To You

**Rent** which ceases to be paid to **you** following **damage** to **buildings, shop front, or tenants' improvements**. The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

## What Is Not Covered

The headings below are for descriptive purposes only. You should read the full content of each clause.

### Business Interruption or Interference

We will not pay for loss or damage arising out of any interruption or interference to **your business** resulting from **damage** to **buildings, shop front, or tenants' improvements**.

### Collapse

We will not pay for **damage** to **buildings, shop front, or tenants' improvements** or structures at the **premises** arising out of collapse or cracking, unless resulting from a **defined cause**.

### Communicable Disease

We will not pay for **damage** or loss arising out of a **communicable disease**, including cost to clean-up, detoxify, remove, monitor or test:

- (a) for a **communicable disease**; or
- (b) any **building, shop front or tenants' improvements** that are affected by such **communicable disease**.

We will pay for subsequent **damage** resulting from a cause not otherwise excluded, which itself results from a **defined cause** and only where specifically insured by this **policy**.

### Cyber

We will not pay for **damage** arising out of:

- (a) the unauthorised access to;
- (b) the use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a **virus** into;

a computer system.

This exclusion does not apply to **damage** not otherwise excluded which itself results from fire, lightning, explosion or escape of water from any tank, apparatus or pipe.

### **Dishonesty**

**We** will not pay for **damage** arising out of dishonesty, fraudulent action, trick, device or other false pretence by any of **your employees**, partners or directors, whether acting alone or in collusion with others.

### **Excess**

**We** will not pay for the amount stated as an **excess** in the **schedule** as the first part of any claim. All claims attributable to a single **event** shall be treated as one claim. Loss or **damage** to **buildings, shop front, or tenants' improvements** arising during any one period of 72 consecutive hours and caused by storm, tempest, flooding or escape of water from tanks, apparatus or pipes will be deemed a single **event** and be treated as one claim.

### **Wear and Tear, Boilers, Pressure Waves and Faulty Workmanship**

**We** will not pay for **damage** arising out of:

- (a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or the **buildings, shop front, or tenants' improvements** own faulty or defective design or materials;
- (b) the bursting of a boiler (but this does not include a boiler used for domestic purposes only) and belonging to **you** or under **your** control;
- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or
- (d) faulty or defective workmanship or operational error or omission on the part of **you** or any **employee**.

**We** will pay for **damage** which itself results from a cause not otherwise excluded.

### **Miscellaneous Property**

**We** will not pay for **damage** in respect of:

- (a) **buildings, shop front, or tenants' improvements** or structure, including materials or supplies, in course of construction or erection; or
- (b) land.

### **Northern Ireland**

**We** will not pay for loss, destruction or **damage** in Northern Ireland arising out of any civil commotion.

### **Pollution**

**We** will not pay for **damage** arising out of pollution or contamination. **We** will pay for **damage** to **buildings, shop front, or tenants' improvements** that is not otherwise excluded, if caused by:

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

### **Pressure Vessels and Machine Breakdown**

**We** will not pay for **damage** arising out of:

- (a) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers and connected feed piping. This exclusion will not apply to:
  - (i) **damage** which itself results from another cause not otherwise excluded; or
  - (ii) subsequent **damage** which itself results from a

cause not otherwise excluded; or

- (b) breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates. This exclusion will not apply to:
  - (i) **damage** which itself results from another cause not otherwise excluded;
  - (ii) subsequent breakdown or derangement to surrounding property not forming part of the same machine apparatus or equipment; or
  - (iii) other subsequent **damage** which itself results from a cause not otherwise excluded.

### **Property in the Open**

**We** will not pay for **damage** arising out of wind, rain, hail, sleet, snow, flood or dust to moveable property in the open or to fences or gates.

### **Settlement**

**We** will not pay for **damage** arising out of normal settlement or bedding down of new structures.

### **Subsidence/Ground Heave/Landslip**

**We** will not pay for **damage** arising out of subsidence, ground heave or landslip:

- (a) to roads, yards, car parks, pavements, walls, gates, fences or any similar or other property outside the confines of any building within the **premises** unless a building insured within the same **premises** is also **damaged**;
- (b) caused by or consisting of:
  - (i) the settlement or movement of made-up ground;
  - (ii) coastal or river erosion;
  - (iii) defective design or workmanship or the use of defective materials; or
  - (iv) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe
- (c) which originated prior to the inception of this cover; or
- (d) resulting from:
  - (i) demolition, construction, structural alteration or repair of any **buildings, shop front, or tenants' improvements**; or
  - (ii) groundworks or excavation;at the same **premises**.

### **Terrorism**

**We** will not pay for loss, destruction, damage, cost or expense arising out of any **terrorist act** or any action taken to control, prevent or suppress, or that in any way relates to, a **terrorist act**.

In any action, suit or other proceeding where **we** allege that by reason of this exclusion any loss, destruction, damage, cost or expense is not covered by this Section, **you** will have the burden of proving that any loss, destruction, or **damage** is covered.

### **Unoccupied Buildings**

**We** will not pay for **damage** in respect of any **building** which is **unoccupied**, unless arising out of fire, lightning,

explosion or aircraft.

### War and Government Action

**We** will not pay for loss or destruction of or damage to any **buildings, shop front, or tenants' improvements**, or any other loss or expense, arising out of any:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether or not a war is actually declared), civil war, rebellion, revolution, insurrection or military or usurped power; or
- (b) permanent or temporary dispossession of any property resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority.

### Weather and Climate

**We** will not pay for **damage** arising out of:

- (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects, humidity, contamination or action of light;
- (b) change in temperature, colour, flavour, texture or finish; or
- (c) the freezing, solidification or inadvertent escape of molten material.

**We** will pay for:

- (a) **damage** as described in paragraphs (a) to (c) above which itself results from another cause not otherwise excluded; or
- (b) subsequent **damage** which itself results from a cause not otherwise excluded.

### How Much We Will Pay

**We** will pay **you** the value of, or the cost to rebuild, reinstate or replace, **buildings, shop front, or tenants' improvements**, which are **damaged**, to a condition equal to but not better or more extensive than its condition when new, up to the Sum Insured shown in the **schedule**, inclusive of:

- (a) architects', surveyors', legal and other professional fees; and
- (b) removal of debris.

**You** must carry out the rebuilding, reinstatement or replacement and do so without unreasonable delay.

If, at the time of **damage**, the Sum Insured is less than 85% of the total rebuilding cost of the **buildings, shop front, or tenants' improvements**, then the amount **we** will pay will be reduced in the same proportion as the under insurance.

### Rent Payable To You

In respect of **rent** of any **building** which suffers **damage** to the **buildings, shop front, or tenants' improvements**, **we** will pay the actual reduction in **rent**, but **we** will not pay the reduction in **rent** once the **building** or any portion of the **building** is fit for occupation. **We** will only pay for the reduction in **rent** for 24 months from the date of the **damage**.

### Conditions

These are the conditions of this insurance that need to be met as part of this **policy**. There are also General

Conditions. If these conditions are not met, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances, this **policy** may not be valid.

### Automatic Reinstatement

If **you** have a loss, **we** will automatically reinstate the Sum Insured so that this insurance is not reduced by the amount of that loss.

### Security and Intruder Alarm Precautions and Minimum Standards

**You** must maintain a minimum standard of security at **your premises**. The **schedule** will indicate which of the following minimum standards apply to **your policy**.

1 All:

- (a) external doors or internal doors which lead to another part of the **shop front** or buildings which **you** do not occupy; and
- (b) opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions in the **shop front** or building portion **you** occupy;

must have lockable security devices fitted.

2 (a) All external doors or internal doors, as described below, which lead to another part of the **shop front** or buildings which **you** do not occupy, must be fitted with:

- (i) Timber or steel framed final exit doors – a mortice deadlock with matching boxed striking plate;
- (ii) Aluminium or UPVC framed final exit doors – a cylinder operated mortice deadlock or a deadlock multi point locking system; or
- (iii) Any door that is not the final exit door - either the fitting listed in (i) or (ii) above, or two key operated security bolts for doors one fitted at the top and bottom of the door.

(b) All opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions in the part of the **shop front** or buildings **you** occupy must be fitted with key operated locks.

Any door or window designated a fire exit by the relevant enforcing authority is excluded from minimum standards 1 and 2. Fire exits must be secured internally by panic bolts or fire exit bolts and be capable of opening at all times.

3 Any intruder alarm installed at the **premises** must:

- (a) be installed and maintained by a Private Security Authority (PSA) Registered contractor;
- (b) incorporate communication lines and equipment used to transmit signals to and from the **premises** to an alarm receiving centre; and
- (c) if activated it results in a response from the police or a professional security organisation.

For any devices described below which are installed at the **premises** and are **your** direct responsibility, **you** must

ensure that:

- (a) all security devices (but this does not include **intruder alarms**) including locks, fastenings, shutters and other methods of securing access to the **premises** are in full and effective operation and the keys are removed from the **premises** whenever it is closed for business;
- (b) if an intruder alarm is already installed on the **premises**:
  - (i) the **intruder alarm** is maintained in efficient working order at all times and in accordance with its installation specification or as otherwise approved by **us**;
  - (ii) a maintenance service contract with the installation company or as otherwise approved by **us** is in force and the maintenance company is immediately advised of any apparent defect in the **intruder alarm** or its signalling;
  - (iii) the **intruder alarm** is put into full and effective operation at all times in respect of 24 hour designated circuits and otherwise the **premises** must not be left unattended, unless:
    - A. the **intruder alarm** is put into full and effective operation including where the equipment permits any central station to which the **intruder alarm** is connected acknowledging the setting signal; or
    - B. the **intruder alarm** is regularly tested and is in full and efficient working order; and
  - (iv) **you** must give **us** immediate written notice if **you** receive from the police or professional security organisation warning of a possible or intended withdrawal of response to calls from the **intruder alarm** or of a reduced response level.

**We** will not pay for **damage** arising out of:

- (a) theft or attempted theft from the **premises** other than where accompanied by violence to persons or threat of violence to persons; or
- (b) malicious persons at any time when the **premises** are closed for business or left unattended;

if police response to alarm activation is withdrawn unless **we** have agreed that **your** insurance remains operative.

### **Selling Your Buildings**

If **you** are selling **your building**, **we** will cover the **buildings, shop front, or tenants' improvements** for the buyer but only from the time **you** exchange contracts to the time of completion of the sale, unless the buyer has any other insurance. To receive this benefit, the buyer must comply with all terms of this **policy**.

### **Abandonment**

No **buildings, shop front, or tenants' improvements** may be abandoned to us whether we take possession of it or not.

### **Index Linking**

This Section is index linked. The Sum Insured will be adjusted monthly in accordance with increases in suitable indices. **We** will not charge any additional premium if the Sum Insured increases as a result of index linking during the **period of insurance**. The indices are a general

estimate of charges to repair and rebuild. **You** are responsible for ensuring that **your** Sums Insured are adequate.

### **Mortgagee/Freeholder/Lessor**

The interest of the mortgagee, freeholder, or lessor in the insurance provided by this Section will not be prejudiced by any act or neglect of **you** or the occupier of any **building** if the risk of **damage** is increased without the authority or knowledge of the mortgagee, freeholder or lessor, provided the mortgagee, freeholder or lessor immediately on becoming aware of the increased risk gives notice in writing to **us**.

### **Unoccupancy**

**You** must:

- (a) notify **us** in writing as soon as possible when any building or part of the building becomes **unoccupied** and agree to pay additional premium if required by **us**;
- (b) notify **us** when an **unoccupied** building or part of the building becomes occupied;
- (c) turn off the water supply and drain all pipes and tanks;
- (d) secure **unoccupied** buildings against illegal entry and fit all external doors and accessible external windows with good quality locks;
- (e) disconnect all water, gas, telecommunications and electricity supply, other than where required for security guards, fire and burglar alarms, and fire safety systems, unless otherwise agreed by **us** in writing;
- (f) seal all letter boxes to prevent insertion of material;
- (g) maintain all perimeter fences, walls and gates;
- (h) prevent the use of **unoccupied** buildings for storage;
- (i) ensure **unoccupied** buildings are kept clear, both internally and externally, of combustible materials;
- (j) trim any vegetation surrounding **unoccupied** buildings; and
- (k) inspect the **premises** thoroughly, internally and externally, at least once every seven days, or at a frequency agreed by **us** in writing, and maintain a record of such inspections, and remedy any defects without delay.

### **Naked Flame**

**You** must tell **us** if **you** or any workmen will use naked flame to alter, repair, decorate or maintain the **premises**.

### **Other Interested Parties**

In the event there is a claim, **you** must tell **us** the nature and extent of any other interest in this insurance.

## Words With Special Meanings

**buildings** means the buildings at the **premises** and includes:

- (a) landlord's fixtures and fittings;
- (b) outbuildings, annexes and extensions;
- (c) walls, gates, fences, canopies and signs;
- (d) surfaces and foundations of car parks, yards, roads, pathways and pavements;
- (e) pipes, ducting, cables, wires and associated control equipment at the **premises** and up to the public mains, but not where insured under the Contents Section;
- (f) foundations;
- (g) **shop front**, unless shown as insured separately on the schedule; and
- (h) **tenants' improvements**, unless shown as insured separately on the schedule.

**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 of, marketability of, or loss of use of property.

**damage or damaged** means physical loss of, destruction of or damage to tangible property.

**defined cause** means fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

With respect to the Communicable Disease Exclusion, fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, impact by any vehicle or animal including impact by any rolling stock or crashes collisions derailments or other similar accidents, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic or volcanic disturbance or eruption, subsidence, ground heave, landslip, theft, escape of water, tsunami, flood, storm surge, water damage, liquefaction, freeze, ice storm, weight of snow or ice, avalanche, sprinkler leakage, riot or civil commotion.

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**premises** means those premises listed as Premises in the **schedule** which **you** own, occupy or are responsible for.

**rent** means periodic payments made to **you** for the lease of any **building**.

**shop front** means glass, framework, alarm strips, fittings, lettering, shutters, and signs **you** own or are responsible for.

**tenants' improvements** means internal improvements, alterations, and decorations, other than **shop fronts**, **you** own or are responsible for.

**terrorist act** means

- (a) an act or acts (whether threatened or actual) of any person or persons involving the causing, occasioning or threatening of harm, by any nature or means, made or claimed to be made for political, religious, ideological or similar purposes; or
- (b) in respect of loss, destruction or damage in England, Wales, or Scotland (but this does not include loss, destruction or damage to any property which is insured in the name of a private individual and is occupied by that individual for residential purposes), an act or act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

**unoccupied** means any building or portion of a building that is:

- (a) not physically occupied by **you** or **your employees** during **your** normal working hours;
- (b) not used for the purposes of the **business**;
- (c) empty, vacant, disused, untenanted, or unfurnished; or
- (d) awaiting refurbishment, redevelopment, renovation, or demolition,

for a period in excess of 30 consecutive days.

**virus** means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

# Contents Section

## What Is Covered

We will cover **you** for **damage** to **your fixed contents** at the **premises**, and to **your portable equipment** located as indicated in the **schedule**, which happens during the **period of insurance**.

## Extensions

We will also cover:

### Architects' Surveyors' Legal and Other Fees

Architects', surveyors', legal and other professional fees reasonably and necessarily incurred in the reinstatement of the **property insured** consequent upon its **damage**. We will not pay for the fees of preparing any claim.

### Additions to Property

Additions and improvements to **property insured**.

**You** must advise **us** as soon as possible and pay any additional premium due. The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

### Removal of Debris

Costs and expenses **you** necessarily incur with **our** prior consent in removing debris arising out of **damage** insured by this Section.

### Fire Extinguishing Expenses and Alarm Re-setting Expenses and Fire Brigade Charges

- (a) The costs you necessarily incur in:
- (i) recharging replenishing or replacing fire extinguishing appliances; or
  - (ii) resetting fire and intruder alarms and closed circuit television systems;
- as a result of **damage** to **property insured** arising out of fire or theft; and
- (b) Fire brigade charges, extinguishing expenses and other charges **you** may be required to pay by any local authority responsible for preserving public safety as a result of **damage** to **property insured**.

### Theft Damage to Buildings

Costs to repair **damage** to any building caused by theft or attempted theft at the **premises**, but only if **you** are legally liable for that cost and the **damage** is not insured by any other insurance.

### Newly Acquired Property

Any **property insured** as part of any newly acquired premises within the **territorial limits** but not if the **property insured** is insured by any other insurance. The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

**You** must advise **us** as soon as possible and pay any additional premium due. Until cover has been confirmed by **us**, **we** will not pay for **damage** caused by flood.

### Accidental Discharge of Gas Fire Suppression Systems

Costs to refill any cylinder of any gas fire suppression system installed for the protection of the **property insured** and arising out of the accidental discharge of that system but only if the system conforms to the requirements of any applicable health and safety legislation.

### Rent Payable By You

**Rent** which continues to be payable by **you** following **damage** to the **building** or **property insured** which makes the **premises** unfit for occupation. The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

### Optional Extension - Goods In Transit

Where this extension is indicated in the **schedule** as insured, **we** will also cover **Damage** to the **fixed contents** whilst **in transit**:

- (a) anywhere in the **territorial limits**, including sea or air transits between those territories, while being carried by:
  - (i) any vehicle(s) owned, hired or leased by **you**; or
  - (ii) a carrier other than **you** by means of road, rail or air freight; and
- (b) anywhere in the world by parcel post.

The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

**We** will not pay for **damage** to:

- (a) explosive goods, any other goods of a dangerous nature, deeds, plans, designs, documents, manuscripts, business books or computer system records;
- (b) wines, spirits, tobacco, works of art or precious metals;
- (c) **fixed contents** placed on the open deck of a vessel unless packed in a secured container or secured hard topped vehicle or trailer;
- (d) **fixed contents** whilst in transit by any vehicle owned, hired or leased by **you** caused by theft or attempted theft from an **unattended** vehicle, unless:
  - (i) the **fixed contents** are placed in the boot and are out of sight. The boot and all access points must be locked; and
  - (ii) between the hours of 9:00pm and 6:00am the vehicle or trailer is garaged in a securely closed and locked building or compound;
- (e) **fixed contents** arising out of defective packing or incorrect or insufficient addressing;
- (f) **fixed contents** carried or dispatched by **you** for hire or reward;
- (g) **fixed contents** arising out of mechanical or electrical breakdown or derangement, wear and tear, action of light, deterioration, mildew, moth or vermin and the like, unless external **damage** to the mode of transit has occurred;
- (h) **fixed contents** arising out of bruising, scratching, chipping or denting;
  - (i) furniture, glass or other brittle objects, unless caused by fire, theft or accident to the mode of transit; or
  - (j) perishable goods due to delay.

### Money

Loss of **money** or **non-negotiable money** that is **your** property or for which **you** are responsible in the course of the **business**:

- (a) **non-negotiable money**;

- (b) **money** other than **non-negotiable money**:
  - (i) on the **premises** during **business hours**;
  - (ii) on the **premises** outside **business hours** and in a safe;
  - (iii) **in transit**; or
  - (iv) deposited in a bank night safe until removed by a bank official;
  - (v) on the **premises** outside **business hours** and not in a safe; or
  - (vi) at the private dwelling of any of **your** directors, partners or authorised **employees**; or
- (c) **Damage** to clothing and personal effects belonging to **you** or any of **your** directors, partners or **employees** following theft of **money**, or any attempted theft, occurring in the course of the **business**.

The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

**You** must:

- (a) keep a complete record of **money in transit** and at the **premises**, but this does not apply to petty cash floats at the **premises** where the total amount of the floats does not exceed €100 in total;
- (b) keep the record in a secure place other than where the **money** is kept;
- (c) keep any safe or strongroom locked outside **business hours** and the keys must not be kept on the **premises** outside of **business hours**; and
- (d) vary the times of transit routes and conveyances used for **money in transit** as far as possible.

**We** will not pay for:

- (a) shortages due to clerical or accounting errors;
- (b) loss resulting from the fraud or dishonesty of any of **your** directors, partners or **employees** not discovered within seven working days of the occurrence;
- (c) loss or **damage** arising outside the **territorial limits**;
- (d) loss of **money** from:
  - (i) vending or gaming machines or automated money operated machinery; or
  - (ii) **unattended** vehicles;
- (e) loss arising out of forgery, fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer;
- (f) loss arising out of depreciation in value or due to dishonoured cheques; or
- (g) loss arising out of a business transaction.

#### **Personal Accident Assault**

**We** will cover the amount of the benefit specified in the **schedule** in respect of any **physical injury event** happening to an **insured person** as a result of theft, or attempted theft, of **money**.

This extension only applies to persons between the ages of 18 and 70 years at the start of the **period of insurance**, and to **physical injury events** occurring within the **territorial**

**limits**.

**We** will not pay for benefits under more than one of the **physical injury events** (a) to (d) in connection with the same injury and **our** payment of benefits under one of the **physical injury events** (a) to (d) for any **insured person** will end the cover granted under this extension to that **insured person**.

**We** will not pay for benefits under **physical injury event** (e) for more than 104 (one hundred and four) consecutive weeks in respect of any one injury calculated from the date of the start of disablement. If and when benefit becomes payable under any of **physical injury events** (a) to (d), **we** will stop paying any weekly benefit being paid in connection with the same injury under **physical injury event** (e) and will deduct any weekly benefit already paid under **physical injury event** (e) from the benefit payable under **physical injury events** (a) to (d).

All certificates, information and evidence **we** require must be furnished at **your** expense and must be in a form and of a nature as **we** prescribe. An **insured person**, as often as **we** require, must submit to a medical examination at **our** expense in respect of any alleged **physical injury event**. In the event of the death of an **insured person**, **we** will be entitled to have a post-mortem examination at **our** expense.

The most **we** will pay is the Limit shown in the **schedule**.

#### **Umbrella Covers - C1**

**We** will also cover:

##### **1. Directors, Partners, Employees and Visitors Personal Effects**

**Your** directors', partners', **employees**' and visitors' pedal cycles, tools, instruments and other personal effects at the **premises** unless they are insured by any other insurance.

##### **2. Signs, Glass and Sanitary Ware**

Costs you necessarily incur, and for which **you** are responsible, in:

- (a) replacing all fixed **glass** or **signs** on the interior and exterior of the **buildings** and any **sanitary ware**;
- (b) any necessary boarding up or temporary glazing pending replacement of broken **glass**; or
- (c) removing and re-fixing window fittings or other obstacles to **glass** replacement;

arising out of **damage** at the **premises**.

##### **3. Keys and Locks**

The necessary costs to replace electronic security systems, locks, lock mechanisms or keys in respect of doors and windows necessary to maintain the security of the **premises**, and safes and strongrooms contained in the **premises**:

- (a) arising out of any accidental loss of access cards or keys occurring within the **territorial limits**; or
- (b) where there is reasonable evidence that the keys have been copied by an unauthorised person.

##### **4. Refrigerated Stock**

**Damage** to frozen or chilled **stock** in any freezer cabinet, deep freezer, cold room, cold store or chilled cabinet due to change in temperature.

**We** will not pay for:

- (a) **damage** arising out of a failure of the public supply of electricity occasioned by the deliberate act of any electricity supplier or by the exercise by that supplier of its power to withhold or restrict supply;
- (b) **damage** arising out of a failure to comply with the manufacturers' instructions or the use of components not approved by the manufacturers;
- (c) **damage** arising out of an error in operation of equipment; or
- (d) **damage** arising out of a failure of any equipment which is over 10 years old.

**5. Exhibitions, Fairs, Trade Shows, or Conferences**

**Damage to fixed contents** whilst temporarily away from the **premises** anywhere in the world during the **period of insurance** for the purposes of exhibition or use at conferences, including whilst **in transit** directly to and from the exhibition or conference.

**We** will not pay for:

- (a) **computer and telecommunication equipment** which is not permanently secured to and fully integrated into an exhibit or exhibition stand; or
- (b) **fixed contents** more specifically insured under the Optional Extension - Goods in Transit extension.

**6. Stored Documents**

**Damage to documents** whilst stored at any rental storage premises within the **territorial limits**. **We** will pay the amount **you** necessarily incur to reinstate the **documents**.

**7. Reinstatement of Programmes and Data**

Costs **you** necessarily incur, following accidental loss, distortion, corruption or erasure of **programmes** or **data** recorded on **media**, arising from **damage** in:

- (a) **the** reinstatement of programmes;
- (b) **the reinstatement of data**; or
- (c) the reinstatement of associated documentation and source materials.

**8. Incompatibility of Computer Records**

The costs to modify **computer and telecommunication equipment**, or to replace **unfixed media**, to be compatible with programmes or data in the event of **reinstatement of programmes** or **reinstatement of data**.

**9. Outsourced Service Providers**

**Damage to computer and telecommunication equipment** at any premises within the **territorial limits** of **your** suppliers of **outsourced services**.

**10. Works of Art and Precious Metals**

**Damage** to works of art or precious metals at **your premises**.

**11. Computer Breakdown**

All of the following, but only if arising out of **computer breakdown**:

- (a) Repair, reinstatement or replacement of **computer and telecommunications equipment** at the **premises** including any costs

**you** necessarily and reasonably incur in the making of temporary repairs upon, or to accelerate the repair, reinstatement or replacement of the **computer and telecommunications equipment**;

- (b) **Reinstatement of programmes**;
- (c) **Reinstatement of data**;
- (d) **Business interruption**, but only if **you** have purchased the Business Interruption Section;
- (e) The costs to modify **computer and telecommunication equipment**, or to replace **unfixed media**, to be compatible with programmes or data in the event of **reinstatement of programmes** or **reinstatement of data**.
- (f) Any additional rental charges **you** reasonably incur in requiring replacement of a lease or hire agreement by a new contract for similar **computer and telecommunications equipment**.
- (g) Fees and costs **you** incur with **our** consent in conducting investigations or tests into possible repair, reinstatement (whether or not successful), or replacement but not for preparing any claim.
- (h) The reasonable charges payable by **you** to **your** professional accountants for producing particulars of any claim for which coverage is provided under (d) above.

The following will determine how much **we** will pay:

- 1. For (b) and (c), **we** will pay the costs **you** necessarily and reasonably incur in:
  - A. **the reinstatement of programmes** or the **reinstatement of data**; or
  - B. the reinstatement of associated documentation and source materials.
- 2. For (d), the amount payable will be in accordance with How Much We Will Pay under the Business Interruption Section of this **policy**, provided that:
  - A. no cover is granted in relation to any of the extensions shown in the Business Interruption Section
  - B. the Maximum Indemnity Period is shown in the **schedule**.

**We** will not pay for:

- (a) **computer breakdown** involving any item of **computer and telecommunication equipment**, unless the item is at the time of the **computer breakdown** less than 5 years old;
- (b) **computer breakdown** costs recoverable under any guarantee or maintenance, rental, hire or lease agreement;
- (c) in respect of (d) only, loss if the interruption or interference with the **business** does not exceed the **time franchise period**;
- (d) **computer breakdown** in respect of **computer and telecommunication equipment** controlling electrical and mechanical building services equipment; or

- (e) **computer breakdown** arising out of the use, misuse or unauthorised access to or operation of as a means of inflicting harm, any computer, electronic device, equipment, system or any application, software, code, programme or website.

**We** will not apply the Cyber exclusion to this Umbrella Cover Computer Breakdown Extension, except as excluded in part (e) above.

## 12. Temporary Removal of Fixed Contents

**Damage to fixed contents** whilst temporarily away (including while **in transit**) from the **premises** within the **territorial limits**.

**We** will not pay for **damage** to:

- (a) explosive goods, any other goods of a dangerous nature, wines, spirits or tobacco;
- (b) **fixed contents** placed on the open deck of a vessel unless packed in a secured container or secured hard topped vehicle or trailer;
- (c) **fixed contents** arising out of defective packing or incorrect or insufficient addressing;
- (d) **fixed contents** carried by or despatched by **you** for hire or reward;
- (e) **fixed contents** stored at a rental facility or under contract for storage, packing or distribution;
- (f) **fixed contents in transit** arising out of bruising, scratching, chipping or denting;
- (g) furniture, glass or other brittle objects **in transit**, unless caused by fire theft or accident to the mode of transit;
- (h) **fixed contents** more specifically insured under the Optional Extension - Goods In Transit Extension; or
- (i) **fixed contents** at exhibitions or conferences and whilst **in transit** to and from them.

## 13. Fixed Contents at Home of Partners, Directors and Employees

**Damage to fixed contents**, whilst permanently at the home of any of **your** partners, directors, or **employees** or whilst **in transit** between the **premises** and their home.

The most **we** will pay for any one or any combination of items 1 – 13 under Umbrella Covers - C1 is the Limit shown in the **schedule** for any one **event**.

### Umbrella Covers – C2

**We** will also cover:

#### 1. Outdoor Trees and Landscaping

**Damage** to outdoor trees, shrubs, and plants at the **premises**, including the cost of removing them, and the cost to restore any landscaping caused by the emergency services as a result of **damage**.

#### 2. Clearance of Drains

Costs and expenses **you** necessarily incur in clearing drains, sewers and gutters at the **premises** following **damage**.

## 3. Trace and Access

Costs incurred with **our** consent in locating the source of any escape of water from any fixed domestic water services or heating installation, or escape of fuel, oil or gas, including subsequent repair to walls, floors or ceilings. **We** will not pay for the cost of repairs to any fixed domestic water services or heating installation.

## 4. Loss of Metered Water Gas Oil and Electricity

Loss of metered water, gas, oil or electricity arising from **damage** at the **premises** resulting in a water, gas, oil or electricity charge.

The most **we** will pay for any one or any combination of items 1 – 4 under Umbrella Covers – C2 is the Limit shown in the **schedule** for any one **period of insurance**.

## What Is Not Covered

The headings below are for descriptive purposes only. **You** should read the full content of each clause.

### Business Interruption

**We** will not pay for loss or damage arising out of any interruption or interference to **your business** resulting from **damage to fixed contents**, except loss of rent payable by **you** when included in the cover under this Section or the Computer Breakdown Umbrella cover (d).

### Communicable Disease

**We** will not pay for **damage** or loss arising out of a **communicable disease**, including cost to clean-up, detoxify, remove, monitor or test:

- (a) for a **communicable disease**; or
- (b) any **fixed contents** that is affected by such **communicable disease**.

**We** will pay for:

- (a) subsequent **damage**; or
- (b) interruption or interference with the **business** in consequence of subsequent **damage**

resulting from a cause not otherwise excluded, which itself results from a **defined cause** and only where specifically insured by this **policy**.

### Cyber

**We** will not pay for **damage** or loss resulting from the interruption or interference with the **business** in consequence of **damage**, arising out of:

- (a) the unauthorised access to;
- (b) the use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a **virus** into; a computer system.

This exclusion does not apply to:

- (a) **damage**; or
- (b) interruption or interference with the **business** in consequence of **damage**;

not otherwise excluded, which itself results from fire, lightning, explosion or escape of water from any tank, apparatus or pipe.

### **Disappearance**

**We** will not pay for **damage** arising out of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

### **Dishonesty**

**We** will not pay for **damage** arising out of dishonesty, fraudulent action, trick, device or other false pretence by any of **your employees**, partners or directors, whether acting alone or in collusion with others, except as covered under the Money Extension.

### **Excess**

**We** will not pay for the amount stated as an **excess** in the **schedule** as the first part of any claim. All claims attributable to a single **event** shall be treated as one claim. Loss or **damage** arising during any one period of 72 consecutive hours and caused by storm, tempest, flooding or escape of water from tanks, apparatus or pipes will be deemed a single **event** and be treated as one claim.

### **High Value Property**

**We** will not pay for **damage** in respect of jewellery, precious stones, bullion, furs or rare books.

### **Wear and Tear, Boilers, Pressure Waves and Faulty Workmanship**

**We** will not pay for **damage** arising out of:

- (a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level or the **property insured's** own faulty or defective design or materials except as covered under the Refrigerated Stock Extension;
- (b) the bursting of a boiler (but this does not include a boiler used for domestic purposes only) belonging to **you** or under **your** control;
- (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or
- (d) faulty or defective workmanship or operational error or omission on the part of **you** or any **employee**.

**We** will pay for subsequent **damage** which itself results from a cause not otherwise excluded.

### **Miscellaneous Property**

**We** will not pay for **damage** in respect of:

- (a) vehicles requiring a licence for road use, (including accessories thereon) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft; or
- (b) livestock, growing crops or trees or other growing vegetation.

### **Northern Ireland**

**We** will not pay for loss or destruction of, or **damage** to, **property insured** in Northern Ireland arising out of any civil commotion.

### **Pressure Vessels and Machine Breakdown**

**We** will not pay for **damage** arising out of:

- (a) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers and connected feed piping unless arising out of other **damage to property insured**. **We** will pay for subsequent **damage** which itself results from a cause not otherwise excluded; or
- (b) breakdown or derangement in respect of the particular machine, apparatus or equipment in which the

breakdown or derangement originates unless arising out of other **damage to property insured**.

**We** will pay for:

- (i) subsequent breakdown or derangement to surrounding **property insured** not forming part of the same machine apparatus or equipment;
- (ii) other subsequent **damage** which itself results from a cause not otherwise excluded; or
- (iii) **damage** covered under the Computer Breakdown extension.

### **Pollution**

**We** will not pay for **damage** arising out of pollution or contamination.

**We** will pay for:

- (a) **damage** covered under the Refrigerated Stock Extension; or
- (b) **damage** to the **property insured** that is not otherwise excluded, if caused by:
  - (i) pollution or contamination which itself results from a **defined cause**; or
  - (ii) a **defined cause** which itself results from pollution or contamination.

### **Property Away From Premises**

**We** will not pay for **damage to property insured** away from **your premises** and arising out of theft or attempted theft of the **property insured**:

- (a) from an **unattended** vehicle unless:
  - (i) the **property insured** is placed in the boot and are out of sight. The boot and all access points must be locked; and
  - (ii) between the hours of 9:00pm and 6:00am the vehicle or trailer is garaged in a securely closed and locked building or compound; or
- (b) where the **property insured** is otherwise left **unattended**, unless contained in a locked building of substantial construction or in a secure locked room.

### **Property in the Open**

**We** will not pay for **damage** arising out of wind, rain, hail, sleet, snow, flood or dust to moveable **property insured** in the open.

### **Settlement**

**We** will not pay for **damage** arising out of normal settlement or bedding down of new structures.

### **Subsidence/Ground Heave/Landslip**

**We** will not pay for **damage** arising out of subsidence, ground heave or landslip:

- (a) caused by or consisting of:
  - (i) the settlement or movement of made-up ground;
  - (ii) coastal or river erosion;
  - (iii) defective design or workmanship or the use of defective materials; or
  - (iv) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe;
- (b) which originated prior to the inception of this cover; or

- (c) resulting from:
- (i) demolition, construction, structural alteration or repair of any **building**; or
  - (ii) groundworks or excavation;
- at the same **premises**.

#### **Terrorism**

**We** will not pay for loss, destruction, damage, cost or expense arising out of any **terrorist act** or any action taken to control, prevent or suppress, or that in any way relates to, a **terrorist act**, but this does not include loss, destruction, or damage in England, Wales or Scotland to the extent provided for in the Terrorism Insurance Section of this **policy**.

In any action, suit or other proceedings where **we** allege that by reason of this exclusion any loss, destruction, damage, cost or expense is not covered by this Contents Section, **you** will have the burden of proving that any loss, destruction, damage, cost or expense is covered.

#### **Theft or Attempted Theft**

**We** will not pay for **damage** arising out of theft or attempted theft:

- (a) from within the buildings (but not outbuildings) outside of **your** business hours (including overtime) if not accompanied by forcible and violent entry to, or exit from, the buildings; or
- (b) from outbuildings or the grounds at the **premises** if not accompanied by forcible and violent entry to, or exit from, the outbuildings or grounds;

unless arising out of other **damage** to **property insured**.

#### **Unoccupied Buildings**

**We** will not pay for **damage** in respect of any **property insured** within a **building** which is **unoccupied**, unless arising out of fire, lightning, explosion or aircraft.

#### **War and Government Action**

**We** will not pay for loss or destruction of or damage to any property, or any other loss or expense, arising out of any:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether or not a war is actually declared), civil war, rebellion, revolution, insurrection or military or usurped power; or
- (b) permanent or temporary dispossession of any property resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority.

#### **Weather and Climate**

**We** will not pay for **damage** arising out of:

- (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, insects, humidity, contamination or action of light;
- (b) change in temperature, colour, flavour, texture or finish; or
- (c) the freezing, solidification or inadvertent escape of molten material

unless arising out of other **damage** to **property insured**.

**We** will pay for:

- (a) subsequent **damage** which itself results from a cause

not otherwise excluded; or

- (b) **damage** covered under the Refrigerated Stock Extension.

### **How Much We Will Pay**

**We** will pay **you** the value of, or the cost to repair or replace, each item of **property insured**, which is **damaged**, to a condition equivalent to its condition when new, up to the Sum Insured shown in the **schedule**, inclusive of:

- (a) Architects', surveyors', legal and other professional fees;
- (b) Removal of debris;
- (c) Theft damage to buildings; and
- (d) Accidental discharge of gas fire suppression systems.

For **stock**, **we** will pay the cost of repair or replacement at the cost price to **you**.

For works of art, **we** will pay the lesser of:

- (a) the market value immediately prior to the loss; or
- (b) the cost to restore or repair the item plus any depreciation in value remaining after restoration or repair.

For items of **research and development property**, **we** will pay **you** their value as materials together with the cost of labour to reinstate them.

For **documents**, **we** will pay **your** costs necessarily incurred to reinstate the **documents**.

If, at the time of **damage**, the Sum Insured is less than 85% of the total value of the **property insured**, then the amount **we** will pay will be reduced in the same proportion as the under insurance.

#### **Unavoidable Betterment**

In the event that **damaged fixed contents** cannot be repaired, thus necessitating complete replacement, and if the **fixed contents** cannot be replaced with **fixed contents** of a condition equal to the **fixed contents'** condition when new, then **we** will pay the cost of new **fixed contents** which represents the next best available model. **We** will not pay for any additional expenditure incurred to ensure compatibility of the new **fixed contents** with existing **fixed contents**.

#### **Reinstatement to Match**

**We** will pay for the cost to replace undamaged items that form part of a suite or common design. **We** will not pay more than the Limit shown in the **schedule** for any one **event**.

#### **Rent Payable By You**

In respect of **rent** payable by **you** for **buildings** which suffer **damage**, **we** will pay the actual amount of **rent** which **you** must continue to pay until the **building** or portions of the **building** are fit for occupation. **We** will only pay **rent** for 24 months from the date of the **damage**.

#### **Reinstatement Pairs and Sets**

If any items of works of art, which have a higher value because they are part of a pair or set, are **damaged**, **we** will take that higher value into account.

## Conditions

These are the conditions of this insurance that need to be met as part of this **policy**. There are also General Conditions. If these conditions are not met, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances, this **policy** may not be valid.

### Automatic Reinstatement

If **you** have a loss, **we** will automatically reinstate the Sum Insured so that this insurance is not reduced by the amount of the loss.

### Security and Intruder Alarm Precautions and Minimum Standards

**You** must maintain a minimum standard of security at **your premises**. The **schedule** will indicate which of the following minimum standards apply to **your policy**.

#### 1 All:

- (a) external doors or internal doors which lead to another part of the **building** which **you** do not occupy; and
- (b) opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions in the **building** portion **you** occupy;

must have lockable security devices fitted.

#### 2 (a) All external doors or internal doors, as described below, which lead to another part of the **building** which **you** do not occupy, must be fitted with:

- (i) Timber or steel framed final exit doors – a mortice deadlock with matching boxed striking plate;
- (ii) Aluminium or UPVC framed final exit doors – a cylinder operated mortice deadlock or a deadlock multi point locking system; or
- (iii) Any door that is not the final exit door - either the fitting listed in (i) or (ii) above, or two key operated security bolts for doors one fitted at the top and bottom of the door.

- (b) All opening windows in external walls at ground floor and basement levels and any windows, fanlights and skylights in accessible positions in the part of the **building** **you** occupy must be fitted with key operated locks.

Any door or window designated a fire exit by the relevant enforcing authority is excluded from minimum standards 1 and 2. Fire exits must be secured internally by panic bolts or fire exit bolts and capable of opening at all times.

#### 3 Any intruder alarm installed at the **premises** must:

- (a) be installed and maintained by a Private Security Authority (PSA) Registered contractor;
- (b) incorporate communication lines and equipment used to transmit signals to and from the **premises** to an alarm receiving centre; and
- (c) if activated it results in a response from the police or a professional security organisation.

For any devices described below which are installed at the **premises** and are **your** direct responsibility, **you** must

ensure that:

- (a) all security devices (but this does not include **intruder alarms**) including locks, fastenings, shutters and other methods of securing access to the **premises** are in full and effective operation and the keys are removed from the **premises** whenever it is closed for business;
- (b) if an intruder alarm is already installed on the **premises**:
  - (i) the **intruder alarm** is maintained in efficient working order at all times and in accordance with its installation specification or as otherwise approved by **us**;
  - (ii) a maintenance service contract with the installation company or as otherwise approved by **us** is in force and the maintenance company is immediately advised of any apparent defect in the **intruder alarm** or its signalling;
  - (iii) the **intruder alarm** is put into full and effective operation at all times in respect of 24 hour designated circuits and otherwise the **premises** must not be left unattended, unless:
    - A. the **intruder alarm** is put into full and effective operation including where the equipment permits any central station to which the **intruder alarm** is connected acknowledging the setting signal; or
    - B. the **intruder alarm** is regularly tested and is in full and efficient working order; and
  - (iv) **you** must give **us** immediate written notice if **you** receive from the police or professional security organisation warning of a possible or intended withdrawal of response to calls from the **intruder alarm** or of a reduced response level.

**We** will not pay for **damage** arising out of:

- (a) theft or attempted theft from the **premises** other than where accompanied by violence to persons or threat of violence to persons; or
- (b) malicious persons at any time when the **premises** are closed for business or left unattended;

if police response to alarm activation is withdrawn unless we have agreed that **your** insurance remains operative.

### Contract Price

In respect only of goods sold but not delivered for which **you** are responsible, and with regard to which, under the conditions of the sale, the sale contract is cancelled by reason of **damage**, **our** liability will be based on the contract price.

### Abandonment

No **property insured** may be abandoned to **us** whether **we** take possession of it or not.

### Programmes and Data

**You** must:

- (a) in respect of **programmes**, maintain a backup copy of the current version; and
- (b) in respect of **data**, maintain a weekly full system backup of **data**;

at a location away from the **premises** where the

programmes or data are situated.

### Index Linking

This Section is index linked. The Sum Insured will be adjusted monthly in accordance with increases in suitable indices. **We** will not charge any additional premium if the Sum Insured increases as a result of index linking during the **period of insurance**. The indices are a general estimate of charges to repair and rebuild. **You** are responsible for ensuring that **your** Sums Insured are adequate.

### Lessor

The interest of any lessor in the insurance provided by this Section will not be prejudiced by any act or neglect of **you** or the occupier of any **building** if the risk of **damage** is increased without the authority or knowledge of the lessor, provided the lessor immediately on becoming aware of the increased risk gives notice in writing to **us**.

### Unoccupancy

**You** must:

- (a) notify **us** in writing as soon as possible when any building or part of the building becomes **unoccupied** and agree to pay additional premium if required by **us**;
- (b) notify **us** when an **unoccupied** building or part of the building becomes occupied;
- (c) turn off the water supply and drain all pipes and tanks;
- (d) secure **unoccupied** buildings against illegal entry and fit all external doors and accessible external windows with good quality locks;
- (e) disconnect all water, gas, telecommunications and electricity supply, other than where required for security guards, fire and burglar alarms, and fire safety systems, unless otherwise agreed by **us** in writing;
- (f) seal all letter boxes to prevent insertion of material;
- (g) maintain all perimeter fences, walls and gates;
- (h) prevent the use of **unoccupied** buildings for storage;
- (i) ensure **unoccupied** buildings are kept clear, both internally and externally, of combustible materials;
- (j) trim any vegetation surrounding **unoccupied** buildings; and
- (k) inspect the **premises** thoroughly, internally and externally, at least once every seven days, or at a frequency agreed by **us** in writing, and maintain a record of such inspections, and remedy any defects without delay.

### Naked Flame

**You** must tell **us** if **you** or any workmen will use naked flame to alter, repair, decorate or maintain the **premises**.

### Other Interested Parties

In the event there is a claim, **you** will tell **us** the nature and extent of any other interest in this insurance.

### Money

In respect of the Money cover, **you** must maintain the following minimum standards of precaution for the safety of **money** in transit at all times:

- (a) Vary the times of transits routes and conveyances as far as possible; and
- (b) In respect of any one transit the following minimum

number of adults shall carry the **money** which shall be divided equally between them:

Amount	No. of adults
€1 to €7,500	1
€7,501 to €15,000	2
€15,001 and over	Specialist Security Company

## Words with Special Meanings

**ancillary equipment** means air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat and smoke detection equipment, gas flooding cylinders, pipework and computer room partitioning used solely in connection with **computer and telecommunication equipment**.

**building** means the buildings at the **premises** and includes:

- (a) landlord's fixtures and fittings;
- (b) outbuildings, annexes and extensions;
- (c) walls, gates, fences, canopies and signs;
- (d) surfaces and foundations of car parks, yards, roads, pathways and pavements;
- (e) pipes, ducting, cables, wires and associated control equipment at the **premises** and up to the public mains;
- (f) foundations; and
- (g) **glass**, including framework, alarm strips or fittings and lettering on it.

**business hours** means **your** usual business hours (including overtime) during which **your** directors, partners or **employees** entrusted with **money** are on the **premises** for the purpose of the **business**.

**business interruption** means the interruption or interference with the **business** at any **premises** in consequence of **damage**.

**computer and telecommunication equipment** means a network of machine components, microprocessors, computer chips or other computerised or electronic components or equipment capable of accepting information, processing it according to a plan and producing the desired results. **Computer and telecommunication equipment** includes **media**, printers, visual display unit screens, modems, remote terminals, interconnection wiring, telecommunication equipment and **ancillary equipment**.

**However**, computer and telecommunication equipment does not include **portable equipment**.

**computer breakdown** means the sudden breakdown, derangement, distortion or electrical burnout of **computer and telecommunication equipment** whilst in use at the **premises** which stops the normal functioning of the **computer and telecommunication equipment** and necessitates repair or replacement of the **computer and telecommunication equipment** in order to achieve normal operating conditions.

**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 of, marketability of, or loss of use of property.

**damage or damaged** means physical loss of, destruction of or damage to tangible property.

**defined cause** means fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

With respect to the Communicable Disease Exclusion, fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, impact by any vehicle or animal including impact by any rolling stock or crashes collisions derailments or other similar accidents, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic or volcanic disturbance or eruption, subsidence, ground heave, landslip, theft, escape of water, tsunami, flood, storm surge, water damage, liquefaction, freeze, ice storm, weight of snow or ice, avalanche, sprinkler leakage, riot or civil commotion.

**document** means deeds, wills, agreements, maps, plans, records, business books, textbooks, letters, certificates, manuscripts, drawings, designs, tickets and other written or printed business documents (including where produced and directly associated with **research and development operations**) but not **media, programmes, data, stock or research and development property**.

**fixed contents** means:

1. Specified Contents at the **premises**; and
2. Unspecified Contents at the **premises**, including:
  - (a) furniture, fixtures and fittings, but this does not include a landlord's fixtures and fittings;
  - (b) **services**, but not where insured under **buildings**;
  - (c) office equipment, including **computer and telecommunication equipment**;
  - (d) **stock**;
  - (e) **documents**;
  - (f) research and development property;
  - (g) **tenants' improvements**, unless insured under the Buildings Section.

However, **fixed contents** does not include **portable equipment**.

**glass** means flat annealed fixed glass, toughened and laminated glass or stained glass at the **premises**.

**in transit** means whilst in the course of a journey by any means including whilst in the process of:

- (a) loading and unloading; or
- (b) being temporarily housed during transit for a period of no more than 30 days (excluding whilst in storage at rental or under contract for storage packing or distribution);

and concluding when the **fixed contents** have either been placed at the **premises** or receipt acknowledged by a consignee.

**insured person** means:

- (a) **you** or any of **your** directors, partners or **employees**; or
- (b) any person to whom **you** have entrusted **money**, but this does not include an employee of a professional security company or organisation.

**loss of limb** means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

**media** means any material on which **data** or **programmes** are recorded.

**money** means current coin, bank and currency notes, postal and money orders, bankers drafts, cheques, giro drafts and payment orders, travellers cheques, crossed warrants, bills of exchange, current postage revenue and national insurance stamps, stamped national insurance cards, national savings certificates, war bonds, premium savings bonds, franking machine impressions, debit and credit and charge card sales vouchers, luncheon vouchers, trading stamps, VAT input documents, travel tickets, travel warrants, authenticated travel certificates, pre-paid payment cards and consumer redemption vouchers.

However, **money** does not include any virtual currency or any **non-negotiable money**.

**non-negotiable money** means used national insurance stamps, national savings certificates premium savings bonds, franking machine impressions, VAT input documents, debit/credit/charge cards sales vouchers, luncheon vouchers, trading stamps postage, revenue stamps, crossed warrants comprising cheques, travellers cheques, bankers drafts, postal orders, money orders, national giro drafts, payment orders, securities for money, stamped national insurance cards, war bonds, travel tickets, travel warrants, authenticated travel certificates, telephone paycards, customer redemption vouchers and bills of exchange.

**outsourced services** means business functions that **you** have contracted with a **third party** to perform on **your** behalf.

**physical injury event** means bodily injury caused by violent, accidental, external and visible means resulting directly solely and independently of other causes in the:

- (a) death of an **insured person** occurring within 24 (twenty four) months of the bodily injury;
- (b) permanent loss of sight in one or both eyes occurring within 24 (twenty four) months of the bodily injury and which is certified as being entire and irrevocable by a qualified medical practitioner specialising in ophthalmology;
- (c) **loss of limb(s)** occurring within 24 (twenty four) months of the bodily injury;
- (d) permanent and total disablement (but this does not

include **loss of limb** or loss of sight) which at the end of 104 (one hundred and four) consecutive weeks from the date of the bodily injury permanently and totally disables an **insured person** from engaging in or attending to any kind of profession or occupation; or

- (e) temporary total disablement of an **insured person**, starting within 12 (twelve) calendar months of the bodily injury, which prevents the **insured person** from engaging in or attending to the **insured person's** profession or occupation.

**portable equipment** means Specified All Risk Contents

- (a) at the **premises**;  
(b) in the **territorial limits**;  
(c) in the **territorial limits** or the European Union; or  
(d) anywhere in the world;

as shown in the **schedule**.

**premises** means those premises listed as Premises in the **schedule** which **you** own, occupy or are responsible for.

**property insured** means **fixed contents** and **portable equipment** used in connection with **your business** which belong to **you** or **you** are legally responsible for.

**prototype** means an original model on which it is proposed a new product will be based or formed which is intended to be subsequently made available to customers by **you**.

**reinstatement of data** means the reinstatement of **data** following accidental loss, distortion, corruption or erasure of that **data**.

**reinstatement of programmes** means the reinstatement of any **programme** following accidental loss distortion, corruption or erasure of that **programme**.

**rent** means periodic payments made by **you** for the lease of buildings.

**research and development operations** means **your** business activities at the **premises** which are directly related to or directly support the development of new products or services or the enhancement of existing products or services.

**research and development property** means patterns, moulds and **prototypes** (if produced and directly associated with **research and development operations**).

**sanitary ware** means wash basins, lavatory pans or other sanitary fittings at the **premises**.

**services** means above ground and underground telephone, gas, water and electric installations, fixed oil and diesel fuel tanks, fixed liquefied petroleum gas tanks, septic tanks, cess pits, drains, sewers, piping, ducting, cables, wires, fibre optic or integrated services digital network lines and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of **your** responsibility.

**signs** means illuminated signs and electric light fittings at the **premises**.

**stock** means stock, merchandise, goods held in trust, materials of trade, work in progress and finished goods which **you** own or for which **you** are responsible.

**tenants' improvements** means internal improvements, alterations, and decorations which **you** own or for which **you** are responsible.

**terrorist act** means

- (a) an act or acts (whether threatened or actual) of any person or persons involving the causing, occasioning or threatening of harm, by any nature or means, made or claimed to be made for political, religious, ideological or similar purposes; or  
(b) in respect of loss, destruction or damage in England, Wales, or Scotland (but this does not include loss, destruction or damage to any property which is insured in the name of a private individual and is occupied by that individual for residential purposes), an act or act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

**time franchise period** means the period beginning when the **damage** occurs and ending after the period shown as a time franchise in the **schedule**.

**unattended** means that **you** or any person to whom **you** have entrusted the care, custody and control of **property insured** is unable to exercise control over, or otherwise unable to influence events affecting, the **property insured**.

**unfixed media** means **media** used by **you**, but this does not include **media** integral to **computer and telecommunication equipment** or paper records of any description.

**Unoccupied** means any building or portion of a building that is:

1. not physically occupied by **you** or **your employees** during **your** normal working hours;
2. not used for the purposes of the **business**;
3. empty, vacant, disused, untenanted, or unfurnished; or
4. awaiting refurbishment, redevelopment, renovation, or demolition,

for a period in excess of 30 consecutive days.

**virus** means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

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# Business Interruption Section

## What Is Covered

**We** will cover **you** for loss resulting from interruption or interference with **your business** as a consequence of **damage** to property **you** use in connection with the **business** at the **premises** by any cause insured under the Building or Contents Sections, but only if at the time of the loss there is in force insurance covering **your** interest in the property against that **damage** and payment under that insurance has been made or liability has been admitted.

## Extensions

**We** will also cover:

### Outstanding Debts

Any of **your** outstanding debts which **you** are unable to collect in consequence of **damage** to **your** accounting records, provided **you** maintain a weekly back-up of those records at a location away from the **premises**. The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

### Closure of Premises

Loss directly resulting from interruption to or interference with the **business** in consequence of:

1. murder, manslaughter, suicide, or sudden physical injury occurring at the **premises**;
2. defects in the drains or other sanitary arrangements at the Business Premises; or
3. vermin or pest infestation of the **premises**;

which results in the closure of any part of the **premises** by the order of an authorised competent authority.

However:

- (a) the most **we** will pay is the Limit shown in the **schedule** for any one **period of insurance**; and
- (b) Condition – Automatic Reinstatement will not apply to this extension.

For the purpose of Paragraph 1. above, sudden physical injury does not include disease.

### Food or Drink Poisoning

Loss directly resulting from interruption to or interference with the **business** in consequence of food or drink poisoning attributable to food or drink supplied at or from the **premises**.

However:

- (a) the most **we** will pay is the Limit shown in the **schedule** for any one **period of insurance**; and
- (b) Condition – Automatic Reinstatement will not apply to this extension.

### Exhibition Loss of Expenses

**Exhibition loss of expenses you** sustain in consequence of **damage** to:

- (a) any building, stand, marquee or similar property, or any part of it, used by **you** at the exhibition premises; or

- (b) **your** exhibition property used in connection with the exhibition while in transit to, from or at the exhibition premises.

The most **we** will pay is the Limit shown in the **schedule** for any one **event**.

## Umbrella Covers B11

**We** will also cover:

### 1. Prevention of Access

Loss resulting from interruption to or interference with the **business** in consequence of **damage** to the surrounding areas or property within 1 kilometre of the **premises** which prevents or hinders the use of or access to the **premises**.

### 2. Public Utilities – Electricity, Gas, Telecommunication and Water

Loss resulting from interruption to or interference with the **business** in consequence of **damage**:

- (a) to property at any:
  - (i) public electricity generating station or sub-station supplying **your business**;
  - (ii) land based public gas provider supplying **your business**;
  - (iii) land based public telecommunications provider supplying **your business**; or
  - (iv) water works or pumping station supplying **your business**; or
- (b) to any connecting pipes and cables between the utility supplier and the terminal connecting points at the **premises**. **We** will not pay for loss resulting from interruption or interference with the **business** if the interruption or interference with the **business** does not exceed the **time franchise period**.

### 3. Unspecified Suppliers

Loss resulting from interruption to or interference with the **business** in consequence of **damage** to property at any premises of **your** suppliers anywhere in the **territorial limits**.

### 4. Outsourced Services

Loss resulting from interruption to or interference with the **business** in consequence of **damage** to property at any premises of **your** suppliers of **outsourced services** within the **territorial limits**. Where the same loss is also covered elsewhere under this Section, payment will only be made under one of the provisions.

### 5. Transit

Loss resulting from interruption to or interference with the **business** in consequence of **damage** to **your** property whilst in transit by road, rail or inland waterway anywhere in the **territorial limits**. **We** will not pay for loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

### 6. Property Stored

Loss resulting from interruption to or interference with the **business** in consequence of **damage** to **your** property whilst stored anywhere within the **territorial limits** other than at any **premises** that **you** occupy. Where the same loss is also covered elsewhere under

this Section, payment will only be made under one of the provisions.

The most **we** will pay for any one or any combination of items 1 – 6 under Umbrella Covers B11 is the Limit shown in the **schedule** for any one **event**.

### What Is Not Covered

The headings below are for descriptive purposes only. **You** should read the full content of each clause.

In addition to the exclusions listed below, **we** will not pay for loss arising out of any cause excluded, in the What is Not Covered portion of the Buildings or Contents Sections of this **policy**, other than the Loss of Business Income exclusion.

#### Bankruptcy

**We** will not pay for loss arising out of interruption to or interference with the **business** if:

- (a) the **business** is wound up or permanently discontinued, **you** become bankrupt or the **business** is carried on by a liquidator; or
- (b) **your** interest in the **business** ceases unless by death.

#### Computer Breakdown

**We** will not pay for loss arising out of **computer breakdown**.

#### Communicable Disease

**We** will not pay for loss resulting from the interruption or interference with the **business** arising out of a **communicable disease**, including cost to clean-up, detoxify, remove, monitor or test for a **communicable disease**.

**We** will pay for interruption or interference with the **business** in consequence of subsequent **damage** resulting from a cause not otherwise excluded, which itself results from a **defined cause** and only where specifically insured by this **policy**.

#### Cyber

**We** will not pay for loss resulting from the interruption or interference with the **business** in consequence of **damage**, arising out of:

- (a) the unauthorised access to;
- (b) the use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a **virus** into;

a computer system.

This exclusion does not apply to interruption or interference with the **business** in consequence of **damage** not otherwise excluded, which itself results from fire, lightning, explosion or escape of water from any tank, apparatus or pipe.

#### Deliberate Acts

**We** will not pay for loss arising out of any deliberate act of a supplier of water, gas, electricity, fuel or telecommunication services, unless arising out of **damage** not otherwise excluded.

**We** will pay for subsequent **damage** which itself results from a cause not otherwise excluded.

#### Punitive Damages, Penalties or Fines

**We** will not pay for loss arising out of exemplary, punitive, aggravated or liquidated damages or any penalties, fines of similar award.

### How Much We Will Pay

The most **we** will pay in respect of any item will be limited to the applicable Sum Insured or any applicable Limit shown in the **schedule**.

The most **we** will pay in respect of:

- (a) each extension (except the Closure of Premises, or Food or Drink Poisoning Extensions) in respect of any one **event**; or
- (b) the Closure of Premises, or Food or Drink Poisoning Extensions in any one **period of insurance**;

will not exceed the Limit shown in the **schedule**.

#### Income

**We** will pay:

- (a) loss of **income**, being the amount by which the **income** during the **indemnity period** in consequence of the **damage** falls short of the **standard income**; and
- (b) any increase in cost of working being the additional expenditure necessarily and reasonably incurred by **you** to maintain the **business**. This includes expenses incurred for the purpose of avoiding or diminishing the loss of **income** during the **indemnity period** but not exceeding the Limit shown in the **schedule**.

**We** will deduct any sum saved during the **indemnity period** in respect of the charges and expenses of the **business** that may cease or be reduced in consequence of the **damage**.

If the loss of **income** Sum Insured is less than the **annual income** (or a proportionately increased multiple where the maximum **indemnity period** exceeds twelve months), the amount **we** pay will be proportionately reduced.

#### New Business Clause

For the purpose of any loss arising from **damage** occurring before the completion of the first year's trading of the **business** at the **premises** the definitions of **annual income** and **standard income** shall have the following meanings:

**annual income** means the proportional equivalent, for a period equal to twelve months, of the **income** during the period between the commencement of the **business** and the date of the **damage**.

**We** will adjust the **income** to include variations in or other special circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred.

The resulting figure will represent as nearly as reasonably practicable the results which, but for the **damage**, would have been obtained during the relative period after the **damage**

**standard income** means the proportional equivalent for a period equal to the **indemnity period** of the **income** during the period between the commencement of the **business** and the date of the **damage**.

We will adjust the **standard income** to include variations in or other special circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred.

The resulting figure will represent as nearly as reasonably practicable the results which, but for the **damage**, would have been obtained during the relative period after the **damage**.

## Conditions

These are the conditions of this insurance that need to be met as part of this **policy**. There are also General Conditions. If these conditions are not met, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances, this **policy** may not be valid.

### Accountants

We will pay **you** the reasonable charges payable by **you** to **your** professional accountants for producing information which may be required by **us**.

### Automatic Reinstatement

If **you** have a loss, **we** will automatically reinstate the Sum Insured so that this insurance is not reduced by the amount of the loss.

### Value Added Tax

To the extent that **you** are accountable for Value Added Tax to the authorities, all terms in this Section will be exclusive of that tax.

### Services Away From Premises

If **you** or others on **your** behalf sell goods or render services during the **indemnity period** other than at the **premises** for the benefit of the **business**, the money paid or payable in respect of those sales or services will be brought into account in arriving at the **income** during the **indemnity period**.

### Payments on Account

Any claim settlement payments will be made to **you** monthly during the **indemnity period** if **you** request.

## Words With Special Meanings

**ancillary equipment** means air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat and smoke detection equipment, gas flooding cylinders, pipework and computer room partitioning used solely in connection with **computer and telecommunication equipment**.

**annual income** means the **income** during the twelve months immediately before the date of the **damage** to which any adjustment shall be made as may be necessary to provide for the trend of the **business**.

We will adjust the **income** to include variations in or other special circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred.

The resulting figure will represent as nearly as reasonably practicable the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred.

**computer and telecommunication equipment** means a

network of machine components, microprocessors, computer chips or other computerised or electronic components or equipment capable of accepting information, processing it according to a plan and producing the desired results. **Computer and telecommunication equipment** includes **media**, printers, visual display unit screens, modems, remote terminals, interconnection wiring, telecommunication equipment and **ancillary equipment**.

However, **computer and telecommunication equipment** does not include **portable equipment**.

**computer breakdown** means the sudden breakdown, derangement, distortion or electrical burnout of **computer and telecommunication equipment** whilst in use at the **premises** which stops the normal functioning of the **computer and telecommunication equipment** and necessitates repair or replacement of the **computer and telecommunication equipment** in order to achieve normal operating conditions.

**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 of, marketability of, or loss of use of property.

**defined cause** means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, impact by any vehicle or animal including impact by any rolling stock or crashes collisions derailments or other similar accidents, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic or volcanic disturbance or eruption, subsidence, ground heave, landslip, theft, escape of water, tsunami, flood, storm surge, water damage, liquefaction, freeze, ice storm, weight of snow or ice, avalanche, sprinkler leakage, riot or civil commotion.

**damage or damaged** means physical loss of, destruction of or damage to tangible property.

**exhibition loss of expenses** means expenses directly incurred in connection with the exhibition, including advertising, printing, stationery, charges for space and services, hire of stand, transport charges, and the cost of installing stands, fittings and exhibits.

**income** means the money paid or payable to **you** for work done, and services rendered, in the course of the **business** at the **premises**.

**indemnity period** means the period beginning when the **damage** occurs and ending when the results of the **business** cease to be affected by the **damage**, but not exceeding the Maximum Indemnity Period shown in the **schedule**.

However, for the:

- (a) Closure of Premises Cover, the period during which the results of the **business** are affected, beginning with the date from which the restrictions on the **premises** are applied and ending not later than three months thereafter.
- (b) Food or Drink Poisoning Cover, the period during which the results of the **business** are affected, beginning with the occurrence or discovery of the incident and ending not later than three months thereafter.

**media** means any material on which data or programmes are recorded.

**outsourced services** means business functions that **you** have contracted with a **third party** to perform on **your** behalf.

**portable equipment** means mobile telephones, laptop computers, pagers, mobile hand-held global positioning systems, tablets and other hand-held electronic equipment at the **premises** or anywhere in the world as shown in the **schedule**.

**premises** means those premises listed as Covered Premises in the **schedule** that **you** own, occupy or are responsible for.

**standard income** means the **income** during the twelve months immediately before the date of the **damage** which corresponds with the **indemnity period** (proportionately increased where the **indemnity period** exceeds twelve months).

**We** will adjust the **standard income** to include variations in or other special circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred.

The resulting figure will represent as nearly as reasonably practicable the results which, but for the **damage**, would have been obtained during the relative period after the **damage**.

**time franchise period** means the period beginning when the **damage** occurs and ending after the period shown as a time franchise in the **schedule**.

**virus** means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

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# Employers' Liability Section

## What Is Covered

### Bodily Injury

If, in connection with **your business**, any **employee** brings a claim against the **covered person** for **bodily injury**:

- (a) sustained by the **employee**;
- (b) arising out of the **employee's** work for **you**;
- (c) caused during the **period of insurance**; and
- (d) within the **territorial limits** or anywhere else in the world if the **employee**, who is normally resident in the **territorial limits** is temporarily working outside the **territorial limits** in connection with **your business**;

**we** will indemnify the **covered person** for all amounts that the **covered person** becomes legally liable to pay as **compensation** or as claimants' costs and expenses in connection with that claim, but the most **we** will pay is the Limit of Indemnity shown in the **schedule**.

### Defence Costs and Expenses

In connection with any claim for **bodily injury** covered under this Section, **we** will also indemnify the **covered person** for all costs incurred with **our** prior written consent to investigate, settle or defend that claim, but the most **we** will pay is the Limit of Indemnity shown in the **schedule**, including costs relating to:

- (a) a coroner's inquest or other inquiry in respect of any death; or
- (b) a civil proceeding in a court (this does not include criminal proceedings) in respect of any act or omission causing or relating to any matter.

### Health, Safety and Welfare at Work Act Prosecution Defence Costs

**We** will indemnify **you** and at **your** request any of **your** partners, directors or **employees** not exceeding the Limit of Indemnity shown in the **schedule** in respect of all legal costs or other expenses reasonably incurred with **our** written consent in the defence of any criminal proceeding brought or in an appeal against a conviction arising from that criminal proceeding in respect of a breach of any health and safety legislation committed or alleged to have been committed during the **period of insurance** in connection with the **business**.

**We** will not indemnify **you**:

- (a) unless **we** believe defending such proceedings will protect **you** against any concurrent or subsequent claim for **bodily injury** that would be covered under the Bodily Injury cover clause;
- (b) unless the proceedings relate to the health safety or welfare of an **employee**;
- (c) for proceedings arising out of any deliberate or intentional act or omission; or
- (d) for any circumstances where indemnity is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by that other insurance.

### Payment for Court Attendance

If **we** request **you** or any of **your** partners, directors or **employees** to attend court or any other legal forum as a witness in connection with a claim for **bodily injury** covered under this Section, **we** will pay the **covered person** the amount shown in the **schedule** per person per day for each day or part of a day that is attended.

### Claims Against Customers

If a claim for **bodily injury** is made by an **employee** against any customer, at **your** request **we** will indemnify that customer to the extent required by a contract or agreement between the **covered person** and that customer, provided that:

- (a) the claim is one for liability arising out of the **covered person's** performance of work for that customer which would otherwise be covered under this section if the claim had been made against the **covered person**; and
- (b) that customer observes and fulfils the terms of this **policy**.

With respect to that claim, the most **we** will pay for all amounts under this cover is the Limit of Indemnity shown in the **schedule** and **we** retain the sole right to conduct and control that claim.

### Unsatisfied Court Judgments

If any **employee** obtains a judgment for **bodily injury** against any company or person operating from or residing within the **territorial limits**, and that judgment remains unsatisfied for more than six months, **we** will pay that **employee** for the unpaid damages and awarded costs in that judgment, provided that:

- (a) the **bodily injury** is caused during the **period of insurance** and arises out of the **employee's** work for the **covered person**;
- (b) the judgment is not on appeal;
- (c) the **employee** assigns all rights to recover from the company or person against whom the judgment was obtained to **us**; and
- (d) the **employee** takes all reasonable steps to protect **our** ability to recover from that company or person.

## What Is Not Covered

The headings below are for descriptive purposes only. **You** should read the full content of each clause.

**We** will not indemnify the **covered person** for:

### Claim Outside the European Union or the UK

Any claim brought in any court outside the European Union, United Kingdom, the Isle of Man, or Channel Islands.

### Compulsory Motor Insurance

Liability for which compulsory insurance or security is required under any road traffic legislation.

### Offshore Work

Any claim arising out of **offshore work**.

### **Punitive Damages, Penalties or Fines**

Liability arising out of exemplary, punitive, aggravated or liquidated damages or any penalties, fines or similar award.

### **Terrorism**

Legal liability, loss, damage, cost, or expense arising out of a **terrorist act** or any action taken to control, prevent, suppress, or that in any way relates to a **terrorist act**. In any action, suit, or other proceedings where **we** allege that by reason of this exclusion any legal liability, loss, damage, cost, or expense is not covered by this **policy**, the **covered person** will have the burden of proving that the legal liability, loss, damage, cost, or expense is covered.

The Terrorism exclusion does not apply to the extent necessary to comply with the following: any insurance provided under this Section will continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney. For this coverage, the Limit of Indemnity (inclusive of claimants' and defence costs and expenses) will be the minimum amount required by that relevant law (and accordingly reduced to that amount where the amount of the Limit of Indemnity shown in the **schedule** is higher).

### **War and Government Action**

Any claim arising out of any:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether or not a war is actually declared), civil war, rebellion, revolution, insurrection or military or usurped power; or
- (b) permanent or temporary dispossession of any property resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority.

Paragraph (a) of this exclusion does not apply to the extent necessary to comply with the following: any insurance provided under this will continue to satisfy the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney. For this coverage, the Limit of Indemnity (inclusive of claimants' and defence costs and expenses) will be the minimum amount required by the relevant law (and accordingly reduced to that amount where the amount of the Limit of Indemnity shown in the **schedule** is higher).

### **Workmen's Compensation and Social Security**

Amounts payable under workmen's compensation, social security or health insurance legislation.

## **How Much We Will Pay**

**We** will pay up to the Limit of Indemnity shown in the **schedule** as **compensation** for **bodily injury** covered under this Section, including covered costs and expenses arising out of one occurrence or series of occurrences attributable to one source or original cause.

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## **Conditions**

These are the conditions of this insurance that need to be met as part of this **policy**. There are also General Conditions. If these conditions are not met, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances, this **policy** may not be valid.

### **Claims (Right of Recovery)**

The indemnity under this Section is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the **territorial limits**. The **covered person** must repay to **us** all payments **we** make which **we** would not have been liable to pay in the absence of that law.

### **Additional Claim Duties of the Covered Person**

Following the receipt by a **covered person** of a **letter of claim**, the **covered person** must:

- (a) acknowledge and provide a timely response;
- (b) promptly forward to **us** a copy of the **letter of claim** and any response;
- (c) as soon as possible provide **us** with copies of all documents, records and minutes of meetings necessary to consider the claim fully;
- (d) as soon as possible provide **us** with any proofs and information relating to the claim as **we** may require; and
- (e) at **our** request, provide a statutory declaration of the truth of that claim and of any related matters.

## **Words With Special Meanings**

**business** means the business shown in the **schedule** and any private duties undertaken by an **employee** for any of **your** partners, directors, or senior officials, but only if those private duties are undertaken with **your** consent.

**compensation** means compensatory damages imposed by law, including any interest awarded on such damages.

**letter of claim** means any written communication indicating an intention to claim against the **covered person** that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained

**offshore work** means visits or work undertaken by an **employee** from the time the **employee** embarks into a conveyance, whether airborne or waterborne, for transport to an oil rig until such time as the **employee** disembarks from the conveyance onto land upon his return from that oil rig.

**terrorist act** means an act or acts (whether threatened or actual) of any person or persons involving the causing, occasioning or threatening of harm, by any nature or means, made or claimed to be made for political, religious, ideological or similar purposes.

# Public Liability Section

## What Is Covered

### Injury or Damage

If a claim is made against the **covered person** for accidental **injury** or **damage**:

- (a) arising in connection with **your business**; and
- (b) occurring during the **period of insurance**;

**we** will indemnify the **covered person** for all amounts that the **covered person** becomes legally liable to pay as **compensation**, but the most **we** will pay is the Limit of Indemnity shown in the **schedule**.

**We** will also pay claimants' costs and expenses in connection with that claim in addition to the Limit of Indemnity shown in the **schedule**.

### Defence Costs and Expenses

In connection with any claim for **injury** or **damage** covered under this Section, **we** will, in addition to the Limit of Indemnity shown in the **schedule**, also indemnify the **covered person** for all costs incurred with **our** prior written consent to investigate, settle or defend that claim including costs relating to:

- (a) a coroner's inquest or other inquiry in respect of any death; or
- (b) a civil proceeding in a court (this does not include criminal proceedings) in respect of any act or omission causing or relating to any matter.

### Data Protection

**We** will indemnify the **covered person**, for liability to pay **compensation** for damage or distress arising under Article 82 of the **GDPR** including claimants' costs and expenses in connection with that claim for **compensation** and reasonable defence costs and expenses incurred with **our** written consent, but only if:

- (a) the claim for **compensation** is first made against the **covered person** during the **period of insurance**; and
- (b) the **covered person** has taken all reasonable care to comply with the requirements of the **GDPR**.

**We** will not indemnify the **covered person** for:

- (a) the cost of replacing, reinstating, rectifying, erasing, blocking or destroying data;
- (b) liability arising out of any **covered person's** deliberate or intentional act or omission which knowingly resulted in liability under the **GDPR**;
- (c) any claim arising out of circumstances known by the **covered person** or notified to previous insurers and likely to give rise to a payment under this cover clause at the start of the **period of insurance**;
- (d) liability which is covered by any other insurance;
- (e) liability arising out of the **covered person's** provision of data processing services for a **third party**;
- (f) liability arising out of the recording or provision of data for reward or for determining the financial status of any person; or

- (g) liability for **bodily injury** sustained by an **employee**.

The most **we** will pay under this provision is the Limit of Indemnity shown in the schedule for any one period of insurance.

### Motor Contingent Liability

If a claim is made against **you** for accidental **injury** or **damage**:

- (a) arising out of any motor vehicle that is not the property of nor provided by **you** but is being used in connection with **your business**; and
- (b) occurring during the **period of insurance**;

**we** will indemnify **you** for all amounts that **you** become legally liable to pay as **compensation**, but the most **we** will pay is the Limit of Indemnity shown in the **schedule**. **We** will not apply the Mechanically Propelled Vehicles exclusion to this Motor Contingent Liability extension.

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

- (a) loss of, or damage to, the motor vehicle or its contents;
- (b) liability arising out of use of the motor vehicle in any country outside the **territorial limits**;
- (c) liability which is covered by any other insurance;
- (d) liability occurring while the motor vehicle is being driven by a person who is known by **you** to be an unlicensed driver, unless that person has held, and is not disqualified from holding or obtaining, a licence; or
- (e) liability occurring while **you** are driving the motor vehicle.

### Payment for Court Attendance

If **we** request **you** or any of **your** partners, directors or **employees** to attend court or any other legal forum as a witness in connection with a claim covered under this Section, **we** will pay the **covered person** the amount shown in the **schedule** per person per day for each day or part of a day that is attended.

### Claims Against Customers

If a claim for accidental **injury** or **damage** is made against a customer of **your business**, at **your** request **we** will indemnify that customer to the extent required by a contract or agreement between the **covered person** and that customer, but only if:

- (a) the claim is one for liability arising out of the performance of the **covered person's** work for the customer which would otherwise be covered under this section if the claim had been made against the **covered person**; and
- (b) that customer observes and fulfils the terms of this **policy** in so far as they apply.

With respect to that claim, the most **we** will pay for all amounts under this cover is the Limit of Indemnity shown in the **schedule** and **we** retain the sole right to conduct and control that claim.

### Overseas Personal Liability

If **you** incur legal liability for accidental **injury** or **damage** in a personal capacity whilst outside the **territorial limits** in connection with **your business**, **we** will indemnify **you** for all amounts that **you** become legally liable to pay as

**compensation**, but the most **we** will pay is the Limit of Indemnity shown in the **schedule**. At **your** request, **we** will also apply this cover to legal liability incurred by any of **your** directors, partners or **employees** (including their families if accompanying them) for accidental **injury** or **damage** in a personal capacity whilst outside the **territorial limits** in connection with **your business**.

However:

- (a) each party covered under this extension must observe and fulfil the terms and conditions of the **policy**;
- (b) the most **we** will pay for all amounts under this cover is the Limit of Indemnity shown in the **schedule**; and
- (c) **we** will not indemnify anyone:
  - (i) for legal liability arising out of the ownership or occupation of land or buildings; or
  - (ii) for liability which is covered by any other insurance.

## What Is Not Covered

The headings below are for descriptive purposes only. **You** should read the full content of each clause.

**We** will not indemnify the **covered person** for:

### Abuse

Liability arising out of **abuse**.

### Asbestos

Liability arising out of the actual, alleged or threatened absorption, ingestion or inhalation of asbestos in any form by any person, or the existence of asbestos in any form.

### Claims Brought in North America

Any claim brought in any court within jurisdictions that operate under the laws of the United States of America or Canada, or to any order made anywhere in the world to enforce a judgment, award, payment or settlement resulting from that claim, either in whole or in part. This exclusion will not apply if cover for Claims Brought in North America is indicated in the **schedule**.

### Coronavirus

Liability arising out of:

- (a) Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);
  - (b) Coronavirus Disease 2019 (Covid-19); or
  - (c) any mutation or variation of any of (a) or (b) above;
- including:
- (i) the fear or threat (whether actual or perceived) of;
  - (ii) any action taken in controlling, preventing, suppressing, or in any way relating to, any outbreak of; or
  - (iii) any supervision, instructions, recommendations, warnings, or advice given or which should have been given, in connection with;

such coronavirus diseases in (a) or (b) above and any mutation or variation thereof.

### Cyber

Liability arising out of:

- (a) the unauthorised access to;
  - (b) the use of authorised access to cause intentional harm to;
  - (c) a denial-of-service attack against; or
  - (d) the introduction of a **virus** into;
- a computer system.

This exclusion does not apply to **bodily injury** or physical damage to tangible property including the resulting loss of use of that property.

### Data

Liability for loss of data, or provision of incorrect data or failure to supply data, unless arising out of physical loss of or damage to tangible property.

### Defective Workmanship

Liability for costs and expenses to:

- (a) repair, inspect, alter, correct, remove or replace defective materials, service or workmanship provided by **you**; or
- (b) withdraw, recall, inspect, alter, correct, remove, replace or make any refund in respect of any **product**.

### Employers' Liability

Liability for **bodily injury** sustained by an **employee** arising out of the **employee's** work for **you**.

### Financial Loss

Liability for **financial loss**.

### Health Care

Liability for **bodily injury** arising out of an act or omission in providing or failing to provide **health care**.

### Heating Equipment

Liability arising out of any work away from premises owned, leased or rented by the **covered person** involving the use of **equipment** or **heaters** or any other process involving the application of heat, except the use of electric soldering irons.

### Liability Assumed Under Contract

Liability under any contract unless the **covered person** would be liable without the contract.

### Mechanically Propelled Vehicles

Liability arising out of the **covered person's** ownership, possession or use of any mechanically propelled vehicle or attached trailer required to be licensed for road use or for which compulsory insurance is required by any road traffic legislation except:

- (a) any vehicle or trailer being used as a **tool of the trade** at premises the **covered person** is working at or owns; or
- (b) the loading or unloading of any vehicle.

In addition, **we** will not indemnify the **covered person** for any liability arising out of vehicles that require compulsory insurance under road traffic legislation or where liability is covered by any other insurance.

### **Pollution**

Liability arising out of any actual or alleged **pollution or contamination**, including clearing up, testing, monitoring, containing, treating, detoxifying or neutralising **pollution or contamination**:

- (a) within the United States of America or its territories and possessions, Puerto Rico or Canada; or
- (b) elsewhere in the world unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

In addition:

- (i) if coverage for Claims Brought in North America is indicated in the **schedule**, **we** will not pay for any claim, judgment, award, payment or settlement in the United States of America its territories and possessions, Puerto Rico or Canada or the enforcement of that claim, judgment, award, payment or settlement;
- (ii) all **pollution or contamination** which arises out of one incident will be deemed to have occurred at the time the incident takes place; and
- (iii) the most **we** will pay for all **compensation** for all **pollution or contamination** which has occurred, or is deemed to have occurred, during the **period of insurance** is the Limit of Indemnity shown in the **schedule**.

### **Products**

Liability arising out of **products**, other than:

- (a) printed material or stationary;
- (b) possessions **you** no longer own; or
- (c) food or drink sold or supplied for consumption on **your** premises.

### **Professional Services**

Liability, cost or expense arising out of advice, design, plan, formula, specification or the provision of, or failure to provide, **professional services**.

### **Punitive Damages, Penalties or Fines**

Exemplary, punitive, aggravated or liquidated damages or any penalties, fines or similar award.

### **Silica**

Liability arising out of:

- (a) the actual, alleged or threatened absorption, ingestion or inhalation of silica in any form or in combination with any other particulate, suspension or dust by any person; or
- (b) the existence of silica in any form or in combination with any other particulate, suspension or dust.

### **Terrorism**

Legal liability, loss, damage, cost or expense arising out of a **terrorist act** or any action taken to control, prevent, suppress, or that in any way relates to a **terrorist act**. In any action, suit, or other proceedings where **we** allege that by reason of this exclusion any legal liability, loss, damage, cost or expense is not covered by this **policy**, the **covered person** will have the burden of proving that the legal liability,

loss, damage, cost or expense is covered.

### **The Covered Person's Property and Work**

Liability for **damage** to:

- (a) property belonging to the **covered person**;
- (b) property which is part of any property worked on by the **covered person** that arises out of that work;
- (c) a **product**; or
- (d) property in the **covered person's** care custody or control, except:
  - (i) the personal effects, including any vehicle and its contents, of the **covered person's** visitors, partners, directors or **employees**;
  - (ii) any premises (including their fixtures, fittings and contents) not owned by or leased, rented or hired to the **covered person** that are temporarily occupied by the **covered person** in connection with the **business**; or
  - (iii) any premises (including their fixtures and fittings) leased, rented or hired to the **covered person**. However, **we** will not indemnify **you** for liability that the **covered person** assumed under a tenancy or other agreement unless the **covered person** would have liability without that tenancy or other agreement.

### **War and Government Action**

Liability arising out of any:

- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether or not a war is actually declared), civil war, rebellion, revolution, insurrection or military or usurped power; or
- (b) permanent or temporary dispossession of any property resulting from confiscation, nationalisation, commandeering or requisition by any lawfully constituted authority.

### **Watercraft, Vessels or Crafts**

Liability arising out of the **covered person's** ownership, possession or use of any vessel or craft made or intended to float on or in, or travel through, water, air or space, except:

- (a) any watercraft not exceeding 10 metres in length, but this does not include power boats used for racing; or
- (b) any non-powered watercraft.

### **How Much We Will Pay**

**We** will pay up to the Limit of Indemnity shown in the **schedule** as **compensation** for accidental **injury** or **damage** covered under this Section arising out of any one occurrence or series of occurrences attributable to one source or original cause. However:

- (a) with respect to any claim, judgment, award, payment or settlement made within jurisdictions that operate under the laws of the United States of America or Canada, and to any order made anywhere in the world to enforce that judgment, award, payment or settlement, the Limit of Indemnity will be inclusive of claimants' costs and expenses and defence costs and expenses and will be the total amount **we** will pay

during any one **period of insurance** in respect of all claims combined;

- (b) the **excess** in respect of **compensation** and claimants' costs and expenses must be paid by the **covered person** before **we** will make a payment; and
- (c) if the **covered person's** liability (excluding any costs and expenses) exceeds the Limit of Indemnity, then any costs and expenses covered under this Section will be limited to the proportion that the Limit of Indemnity bears to the total amount of that liability.

## Conditions

These are the conditions of this insurance that need to be met as part of this **policy**. There are also General Conditions. If these conditions are not met, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances, this **policy** may not be valid.

### Excess

In the event of any loss, the **covered person** will be responsible for the **excess**. All claims attributable to a single **event** shall be treated as one claim.

### Additional Claim Duties of the Covered Person

Following the receipt by the **covered person** of a **letter of claim**, the **covered person** must:

- (a) acknowledge and provide a timely response in line with the **pre-action protocol**;
- (b) promptly forward to **us** a copy of the **letter of claim or claim notification form** and any response;
- (c) as soon as possible provide **us** with copies of all documents, records and minutes of meetings necessary to consider the claim fully;
- (d) as soon as possible provide **us** with any proofs and information relating to the claim as **we** may require; and
- (e) at **our** request, provide a statutory declaration of the truth of that claim and of any related matters.

## Words With Special Meanings

**abuse** means any illegal or offensive act or omission that results in the maltreatment of a person, including acts or omissions of a physical, sexual, verbal, psychological, emotional or financial nature.

**business** means the business as defined in the General Words With Special Meanings and any private duties undertaken by an **employee** for any of **your** partners, directors, or senior officials, but only if those private duties are undertaken with **your** consent.

**compensation** means compensatory damages imposed by law, including any interest awarded on those damages.

**damage** means:

- (a) physical loss of or damage to tangible property, including the resulting loss of use of the property; or
- (b) nuisance, trespass or interference with any easement or right of air, light, water or way.

**equipment** means grinding wheels, cutting discs, angle grinders, electric oxy-acetylene, other welding or cutting

equipment, blow torches, blow lamps, flame guns, hot air guns (regardless of how they are powered or driven) or gas powered soldering irons, including all gas or fuel containers and hose connections.

**financial loss** means economic loss unaccompanied by either **injury** or **damage**.

**first aid** means emergency care (but this does not include pre-planned emergency treatment for specific individuals) given immediately to an injured or sick person by **you** or **your** directors, partners or **employees** in the course of carrying out their duties for **you** in **your business**.

**GDPR** means Regulation EU 2016/679 as it forms part of the law of the Republic of Ireland, and any applicable legislation, act, or regulation adopted to enact the provisions of that Regulation including any equivalent or subsequent legislation, act or regulation.

**health care** means health care (but not **first aid**) rendered by members of the health care and allied services or by others following decisions or judgments made by those members.

**heaters** means vessels for the heating of tar bitumen or bituminous compounds.

**letter of claim** means any written communication indicating an intention to claim against the **covered person** that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained.

**pollution or contamination** means all pollution or contamination of buildings, other structures, water, land or the atmosphere, including all **injury** or **damage** directly or indirectly caused by that pollution or contamination.

**product** means anything tangible (including containers, packaging, or labels) manufactured, sold, supplied, hired out, repaired, serviced, altered, upgraded, installed, erected, processed, tested, treated, stored, or transported by **you** or on **your** behalf in connection with **your business** after it has ceased to be in **your** custody or control.

**professional services** means any service requiring specialised skill or training, including:

- (a) preparation, approval, provision of or failure to prepare, approve, or provide any map, shop drawing, opinion, report, survey, field order, change order, design, drawing, specification, recommendation, warning, permit application, payment request, manual or instruction;
- (b) supervision, inspection, quality control, architectural, engineering or surveying activity or service, job site safety, construction contracting, construction administration, construction management, computer consulting or design, software development or programming service, or selection of a contractor or subcontractor; or
- (c) monitoring, testing, or sampling service necessary to perform any of the services described in paragraph (a) or (b) above.

**terrorist act** means an act or acts (whether threatened or actual) of any person or persons involving the causing,

occasioning or threatening of harm, by any nature or means, made or claimed to be made for political, religious, ideological or similar purposes.

**tool of the trade** means mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

**virus** means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

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