



LOGISTICS

Insurance Policy Document (ROI)

Logistics Package





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Useful Information

How to make a claim

Please telephone the dedicated claims line **1800 856 090**

For emergency out of hours major loss notifications please telephone **01 485 2980**. Please do not use this number for general claims notifications or queries which should be to **1800 856 090**

Email: claims@nbsunderwriting.co.uk

How to Complain

Should you wish to make a complaint regarding your claim please contact:

Leeson Claims Services Ireland

68 Merrion Square South, Dublin 2

Telephone: **01 485 2980**

Email: info@lcsi.ie

Should you wish to make a complaint about the policy or the service we offer please contact:

NBS Ireland (NBS Ireland is a trading style of NBS Commercial Ltd)

Southpoint, Herbert House, Harmony Row, Grand Canal Dock, Dublin, DO2 H270

Email: info@nbsireland.com

Telephone: **1800 856 090**

If you remain dissatisfied after your complaint has been considered, or you have not received a final decision within eight weeks, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman:

Financial Services and Pensions Ombudsman

3rd Floor, Lincoln House, Lincoln Place, Dublin 2, DO2 VH29

Tel: **01 5677 000**

Fax: **01 6620 890**

Email: info@fspo.ie

Website: www.fspo.ie

Making a complaint does not affect your right to take legal action.



Logistics Package Cover

This policy is administered by **NBS Ireland** and underwritten by **Accelerant Insurance Europe SA**, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

The Policy, the Schedule, the Statement of Fact/Proposal and any endorsements shall be read together as one contract and this is the contract of Insurance between the **Insured** and the **Insurer**.

NBS Ireland is a trading style of **NBS Commercial Limited**. Registered in Ireland No. 677098. Registered Office: 13-18 City Quay, Dublin 2, D02 ED70. NBS Commercial Ltd is regulated by the Central Bank of Ireland – C441712.

Honest and Reasonable Presentation

1. Before this insurance contract is entered into, the **Insured** must make an honest and reasonable presentation of the risk to the **Insurer**, in accordance with the Consumer Insurance Contracts Act 2019, or if the **Insured** is not a consumer, in accordance with the principle of Utmost Good Faith. In summary, the **Insured** must:
 - a) Disclose to the **Insurer** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Insurer** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
 - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
 - c) Ensure that every material representation of fact is correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, the **Insured** is expected to know the following:
 - a) If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b) If the **Insured** is not an individual, what is known to anybody who is part of the **Insured's** senior management; or anybody who is responsible for arranging the **Insured's** insurance.
 - c) Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, the **Insurer** expects that the **Insured** will have included them in the **Insured's** enquiries, and that the **Insured** will inform the **Insurer** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.



Remedies for breach of the duty of honest and reasonable presentation

If, prior to entering into this insurance contract, the **Insured** shall breach the duty of honest and reasonable presentation, the remedies available to the **Insurer** as set out below are proportionate to the effects of any misrepresentation on the interests of the **Insurer** and the **Insured** by reference as to whether the misrepresentation was:

- innocent (that is, one that was neither negligent nor fraudulent),
 - negligent, or
 - fraudulent.
- a) If the **Insured's** breach of the duty of honest and reasonable presentation is negligent or fraudulent:
- i. The **Insurer** may avoid the contract, and refuse to pay all claims; and,
 - ii. The **Insurer** need not return any of the premiums paid.
- b) If the **Insured's** breach of the duty of honest and reasonable presentation is not negligent or fraudulent, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of honest and reasonable presentation:
- i. If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii. If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
 - iii. Except in the case where Basis of Settlement Clause Average applies (see below), if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what the **Insurer** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

Please note that in the event of underinsurance, the relevant Basis of Settlement Clause (Average) within the Material Damage Section or the Business Interruption Section of this insurance contract will apply to the claim instead of the relevant provision in point b) iii) above.



Keeping the Insurer Informed

The **Insured** must notify the **Insurer**, or the **Insured's** Insurance Broker, Intermediary or Agent:

- a) without delay if the **Insured** becomes aware that any information the **Insured** has provided to the **Insurer** is inaccurate
- b) within fourteen days of the **Insured** becoming aware about any changes in the information the **Insured** has provided to the **Insurer** which happens before or during the period of insurance.

When the **Insurer** is notified that information the **Insured** previously provided is inaccurate, or of any changes to the information provided, the **Insurer** will tell the **Insured** if this affects the **Insured's** insurance. In such circumstances, the **Insurer** may amend the terms of the **Insured's** insurance or require the **Insured** to pay an additional premium for the **Insured's** insurance or cancel the **Insured's** insurance in accordance with the Cancellation Condition.

If the **Insured** fails to notify the **Insurer** that information the **Insured** has provided is inaccurate, or the **Insured** fails to notify the **Insurer** of any changes to the information provided, this insurance may become invalid and the **Insurer** may not pay the **Insured's** claim, or any claim payment could be reduced.

Data Protection Notice

The **Insurer** may store the **Insured's** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). The **Insurer** will only disclose the **Insured's** personal details to third parties if it is necessary for the performance of the **Insured's** contract with the **Insurer**.

In order to assess the terms of the insurance contract or administer claims that arise, the **Insurer** will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract the **Insured** consents to such information being so used and processed by the **Insurer** or their agents.

The **Insurer** will keep the **Insured's** information secure at all times. In certain circumstances, for example for systems administration purposes, the **Insurer** may have to transfer the **Insured's** information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with this insurance application, the **Insurer** will proceed on the basis that the **Insured** consents to the **Insurer** transferring the **Insured's** information to a country outside the EEA.

Important

This Policy is a legal contract and it is important that the **Insured** examines it carefully to make sure that it meets their requirements. If it does not, or the **Insured's** requirements change, the **Insured** should let the **Insurer** know right away. The **Insured** is reminded of the need to tell the **Insurer** immediately of any facts or changes which the **Insurer** would take into account in their assessment or acceptance of this insurance, as failure to disclose all relevant facts may invalidate the Policy, or may result in the Policy not operating fully.



Definitions

The definitions stated here in **bold** are applicable to all parts of this Policy. Definitions within certain Sections of this Policy shown in *italics* are applicable only to that Section.

Building(s)

The Building or Buildings at the risk address(es) stated in the Schedule including:

- a) outbuildings attached to or detached from the **Buildings**
- b) walls, gates and fences around the Buildings and belonging to them
- c) landlord's fixtures and fittings
- d) car parks, yards, paved areas, roads, pavements and footpaths
- e) services, which shall mean lowering and loading apparatus, water and fuel tanks and ancillary equipment, service pipes, trunking, piping, ducting, cables, wires and their associated control gear and accessories extending from the **Buildings** to the public mains, in so far as they are not otherwise insured

all belonging to the **Insured** or for which the **Insured** is legally responsible

Business

The Business specified in the Schedule conducted solely from within the **Territorial Limits** including:

- a) the ownership, repair and maintenance of the **Premises**
- b) the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- c) private work undertaken by the **Insured's Employees** with the consent of the **Insured** for any director, partner or senior official of the **Insured**
- d) the provision and management of canteen, sports, social and welfare organisations by the **Insured** for the benefit of the **Insured's Employees**

Business Hours

The period during which the **Premises** are actually occupied by the **Insured** and/or their **Employees** for **Business** purposes

Computer

All equipment including interconnected wiring, fixed disks and telecommunications equipment used at the **Premises** for the storage and communication of electronically processed data, but excluding:

- a) mobile devices where the sole or primary function of the item is to make, send and receive telephone calls and SMS messages
- b) any equipment controlling any manufacturing process belonging to the **Insured** or leased, hired or rented to the **Insured** and for which the **Insured** is legally responsible

Computer Records

All current and backup Computer Records, excluding fixed disks and paper records of any description, incorporating stored programs and information stored on them belonging to the **Insured** or leased, hired or rented to the **Insured** and for which the **Insured** is legally responsible



Definitions - continued

Consequential Loss

Loss resulting from interruption or interference with the **Business** carried on by the **Insured** at the **Premises** in consequence of **Damage**

Contents

The Contents of the **Buildings** within walled/secured building structures forming part of the **Buildings**, used in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally responsible to insure, including:

- a) machinery, plant, trade and office furniture and equipment
- b) tenants' fixtures and fittings
- c) patterns, models, moulds, plans and designs
- d) documents, manuscripts and business books for their value as stationery and materials and the cost of labour expended in writing up and/or reinstatement thereof or restoration if more economical, subject to a maximum of €5,000 for any one loss
- e) paintings or other works of art, subject to a maximum of €500 for any one loss
- f) directors', partners' or **Employees'** personal effects, clothing, pedal cycles and tools unless otherwise insured, subject to a maximum of €1,000 per person for any one loss

but excluding **Computers** and any other **Property** more specifically insured

Damage

Direct physical loss, destruction of or damage to the **Property** insured

Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Domestic Contents

Comprising household goods within the **Premises**, including audio and visual equipment, clothing, luggage, sports equipment (excluding antiques, works of art, jewellery, gold and silver articles, watches, cups, trophies, furs and pedal cycles) belonging to the **Insured** or their resident manager or any of their family permanently residing with them



Definitions - continued

Employee

- a) Any person under a contract of service or apprenticeship with the **Insured**; or
- b) any of the following persons whilst working for the **Insured** in connection with the **Business**:
 - i. any labour master or labour only subcontractor or person supplied by them
 - ii. any self-employed person providing labour only
 - iii. any trainee or person undergoing work experience
 - iv. any voluntary helper
 - v. any person who is hired to or borrowed by the **Insured**

Excess

The amount for which the **Insured** is responsible for each and every claim or loss as specified in the Schedule or in the Policy

Flood

Damage caused by:

- a) the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- b) inundation from the sea
- c) inundation by rainwater or rainwater induced run off but not where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

Fraudulent Claim

A claim by any person under this Policy, which is on the balance of probabilities dishonest, either in whole or in substantial part, by the lay objective standards of ordinary reasonable and honest people. This definition includes claims that are dishonestly presented, exaggerated or supported in any way by fraudulent documents, means, devices or statements

Goods in Transit

Goods carried by the **Insured** or their subcontractors in connection with the **Business** whilst being:

- a) loaded on or in a **Vehicle**, but excluding any cover whilst being dismantled prior to transit
- b) carried by a **Vehicle**
- c) temporarily contained on or in a **Vehicle** whilst parked or stationary or within a secure storage location for a continuous period of no more than 48 hours
- d) unloaded off or from a **Vehicle** but excluding positioning, installation, commissioning or erection once it has been unloaded
- e) kept in temporary storage for less than 30 days during the ordinary course of transit or in storage outside the ordinary course of transit



Definitions - continued

Gross Profit

The amount by which the sum of the **Turnover** and the amount of the closing **Stock** shall exceed the sum of the amount of the opening **Stock** and the amount of the **Specified Working Expenses**

Hacking

Unauthorised access to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data whether the property of the **Insured** or not

Increased Cost of Working

The additional expenditure reasonably incurred with the prior written consent of the **Insurer** for the sole purpose of avoiding or diminishing the reduction in **Gross Profit** which, without that expenditure, would have taken place during the **Indemnity Period**

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** as stated in the Schedule afterwards, during which the results of the **Business** shall be affected in consequence of the **Damage**

Injury

Bodily injury, sickness, disability or disease. **Injury** shall also mean recognised psychiatric injury or death if directly resulting from bodily injury, sickness, disability or disease.

Insured

The person(s) or company(ies) named in the Schedule including subsidiary companies notified to and agreed as accepted by the **Insurer**

Insured Perils

Those Insurable Perils which are operative as stated in the Schedule, subject always to the terms, Conditions and Exclusions applying to the Insurable Peril and of Section 1 and the Policy

Insurer

Accelerant Insurance Europe SA

Intruder Alarm System

All the component parts of the alarm and including devices used to transmit or receive signals

Keyholder

The **Insured** or any person or company authorised by the **Insured** who has been fully trained in the operation of the **Intruder Alarm System**, including but not limited to the setting and unsetting of the system, and is available at all times to accept notification of faults or alarm signals relating to the **Intruder Alarm System** and to attend and allow access to the **Premises**



Definitions - continued

Legal Costs

All costs, expenses, fees and disbursements reasonably incurred with the prior written consent of the **Insurer** in addition to claimant's costs and expenses for which the **Insured** is legally liable

Maximum Indemnity Period

The number of months stated in the Schedule as applying to the **Indemnity Period**

Money

Cash, bank currency notes, uncrossed cheques, uncrossed postal orders and money orders, unused postage stamps, National Insurance stamps, trading stamps, luncheon vouchers, lottery and other prize scratch cards, utility vouchers, top up cards, mobile phone vouchers and international phone cards held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

Non-Negotiable Money

Crossed cheques, crossed giro cheques, crossed bankers' drafts, crossed giro drafts, crossed postal and crossed money orders, national savings certificates, premium bonds, unexpired units in franking machines, stamped national insurance cards, credit card sales vouchers, debit card sales vouchers and VAT purchase invoices held in connection with the **Business** belonging to the **Insured** or for which the **Insured** is legally liable

Offshore Installation

- a) Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas or generation of electricity
- c) any pipe or system of pipes in the sea or tidal waters
- d) any accommodation installation for persons who work on or from the locations specified above

Outstanding Debit Balances

The total amount of the Outstanding Debit Balances in customers' credit accounts, including hire purchase and credit sales accounts at the date of the **Damage** adjusted for bad debts

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception



Definitions - continued

Pollution or Contamination

- a) All Pollution or Contamination of buildings or other structures or of water, land or the atmosphere and
- b) all **Injury**, loss or damage directly or indirectly caused by such Pollution or Contamination but only to the extent that the **Insured** can show the **Pollution or Contamination**
 - i. was a direct result of a sudden and not gradual, specific and identifiable incident occurring at a single point in time within the **Territorial Limits**
 - ii. became known to the **Insured** within 72 hours of its commencement and is notified in accordance with the Policy's notification provisions
 - iii. was not the direct result of the **Insured** failing to take reasonable precautions to prevent such **Pollution or Contamination**.

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

Premises

The **Buildings** and the land inside the boundaries at the risk address(es) stated in the Schedule

Principal

Any person, firm, company, ministry or authority for whom the **Insured** is executing work under contract or agreement

Products Supplied

Any goods or other property which have left the **Insured's** care, custody or control, including containers, packaging, labelling and instructions for use, sold, supplied, delivered, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by the **Insured** for the purposes, and in the exclusive course, of the **Business**

Property

Buildings, Tenants' Improvements, Contents, Computers, Computer Records, Stock, Domestic Contents and in respect of Section 1 of the Policy such other items to which cover is expressly extended in Section 1 of the Policy or Schedule.

The **Insurer** agrees to accept the classification under which any **Property** has been entered in the books of the **Insured**.

Property in the Open

Property of the **Insured** or for which the **Insured** is legally responsible to insure in the open within the boundaries of the **Premises**, including canopies, marquees, outdoor furniture and outdoor heating, but excluding satellite dishes and **Signs** attached to or detached from the fabric of the **Buildings** and excluding Playing surfaces, artificial surfaces and floodlights



Definitions - continued

Rate of Gross Profit

For the purpose of a new business that has not yet been trading 12 months:

The Rate of Gross Profit earned on the **Turnover** during the period between the date of commencement of the **Business** and the date of the **Damage**

For all other businesses:

The Rate of Gross Profit earned on the **Turnover** during the financial year immediately before the date of the **Damage**

Rent

The amount paid or payable by the **Insured** for accommodation and services provided (including service charges unless excluded by Endorsement) at the **Premises**

Safe/Strongroom

An item being of substantial construction with key and/or combination locks and manufactured for the specific purpose of secure storage of **Money** or **Non-Negotiable Money**.

This does not include cash boxes, tills, filing cabinets or any item constructed of sheet metal whether lockable or not.

Signs

Signs fixed to the fabric of the **Buildings** or fixed to the ground within the boundaries of the **Premises** belonging to the **Insured** or for which the **Insured** is legally responsible to insure

Solicitors' Fees

Solicitors' Fees reasonably and necessarily incurred with the **Insurer's** prior written consent for the representation of the **Insured** at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any court of summary jurisdiction in respect of any occurrence which may be the subject of indemnity under Sections 3 and 4 of this Policy

Specified Working Expenses

The total of:

- a) purchases less discounts received
- b) discounts allowed
- c) carriage, freight and packaging and
- d) bad debts

during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**



Definitions - continued

Standard Turnover

For the purpose of a new business that has not yet been trading 12 months:

The proportional equivalent for a period equal to the **Indemnity Period** of the **Turnover** realised during the period between the commencement of the **Business** and the date of the **Damage**

For all other businesses:

The **Turnover** during the period immediately before the date of the **Damage** which corresponds with the **Indemnity Period**

Stock

Stock and materials in trade including raw materials, work in progress, finished goods the property of the **Insured** and goods in trust for which the **Insured** is responsible

System Failure

The malfunction or non-function of any mechanical and/or electronic system or loss of control caused by:

- a) the response of a Computer to any date or date change; or
- b) the failure of a Computer to respond to any date or date change; or
- c) the loss of or denial of access to any of the **Insured's** or third party data; or
- d) any loss of or damage to or change or corruption in data or software on a Computer or Computer system; or
- e) any Computer virus, hacking into, degradation of, breach of security in or denial of access to a Computer or Computer system or website.

Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment and any device which gives, processes, receives or stores electronic instructions or information.

Tenants' Improvements

All improvements, alterations and decorations effected by or on behalf of the **Insured** as occupier of the **Premises**, for which the **Insured** is legally responsible to insure, excluding **Property in the Open**, satellite dishes, **Signs** and tenant's fixtures and fittings

Territorial Limits

Republic of Ireland. Under **Section 3 – Public and Products Liability**, **Section 4 – Employers' Liability**, and **Section 5 – Freight Liability** this is extended to include Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the European Union, Switzerland, Norway, Iceland and Liechtenstein



Definitions - continued

Terrorism

An activity that:

- a) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof and
- b) which is intended to:
 - i. intimidate or coerce a civilian population or
 - ii. disrupt any segment of the economy of a government de jure or de facto of a state or country or
 - iii. overthrow, influence or affect the conduct or policy of any government de jure or de facto by intimidation or coercion or
 - iv. affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking

Turnover

The amount paid or payable to the **Insured** for **Products Supplied** and services rendered in the course of the **Business**, including rent receivable by the **Insured** for accommodation or services provided to third parties

Unoccupied

Any **Building** or part of any **Building** which is empty or not in use by the **Insured** or any tenant of the **Insured** for more than 30 consecutive days

Vehicle

A mechanically driven road conveyance with or without attached trailers used in connection with the **Business**

Virus or Similar Mechanism

Program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, including but not limited to trojan horses, worms and logic bombs



General Conditions

Applicable to all parts of this Policy

1. Fraud Condition

If the **Insured** makes a **Fraudulent Claim** under this Policy, the **Insurer**:

- a) is not liable to pay the claim or any part of it; and
- b) may, in their absolute discretion, recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the claim; and
- c) may, in their absolute discretion, by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercises its right under clause c) above:

- i. all benefit under the Policy will cease with immediate effect from the time of the fraudulent act; and
- ii. the **Insurer** need not return any of the premiums paid.

2. Reasonable Care Condition

It is a condition precedent to the **Insurer's** liability that the **Insured** shall:

- a) take all reasonable precautions to prevent or diminish loss, destruction, damage or injury
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) exercise care in the selection and supervision of **Employees**
- d) maintain all **Buildings**, ways, works, machinery and plant in sound condition and keep the same in good repair.

As soon as possible after discovery of any defect, risk or danger, the **Insured** shall cause such defect, risk or danger to be made good or remedied and, in the meantime, shall ensure that all necessary additional precautions are taken as the circumstances may require.



General Conditions - continued

3. Alteration Condition

This Policy shall cease to be in force from the date of any of the following alterations if:

- a) any alteration occurs either in the **Business** or at the **Premises** or to any **Property** insured after the commencement of the insurance, or if there is any alteration to the facts or matters set out in the Statement of Fact or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the Policy, that increases the risk of loss, destruction, damage or injury or
- b) the **Insured's** insurable interest in the **Business** ceases except by operation of law or
- c) the **Business** ceases, or is wound up or carried on by an examiner, receiver or liquidator or permanently discontinued or
- d) the **Premises** become **Unoccupied**

unless the **Insurer** has agreed in writing to accept such alteration.

Any works of a construction nature to the roof or fabric of the **Buildings** must be notified to the **Insurer** before the works commence and cover under this Policy is subject to such works being agreed by the **Insurer** in writing.

4. Payment of Premium Condition

It is a condition precedent to the **Insurer's** liability that:

- a) the premium for the Policy and any endorsement attaching to the Policy shall be paid when due
- b) if the premium for the Policy or endorsement is payable by instalments then:
 - i. each instalment shall be paid when due or
 - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date.
- c) if a portion of the premium for any Section of this Policy has been calculated on estimates provided by the **Insured**, then the **Insured** must keep an accurate record of all relevant particulars and submit such record to the **Insurer** on request. The premium may be adjusted and the difference paid by or allowed to the **Insured**, subject to any minimum premium that may apply.

5. Cancellation Condition

- a) Cancellation by the **Insured**
 - i. Cooling off cancellation rights

The **Insured** has the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance ("the cooling off period") if the cover does not meet their requirements by returning all documents and any certificate to the Broker, Intermediary or Agent who arranged the Policy.



General Conditions - continued

5. Cancellation Condition – continued

The **Insurer** shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker, Intermediary or Agent if the cover is cancelled either:

- a) before the inception date or
 - b) within the 14-day cooling off period, provided that no claim has been made or incident advised that could give rise to a claim, in which such circumstances no return of premium will be made.
- ii. Cancelling the Policy after the cooling off period
The **Insured** may cancel the insurance at any other time by contacting the Broker, Intermediary or Agent who arranged the Policy.

On receipt of the notification from the Broker, Intermediary or Agent, the **Insurer** will cancel the Policy and provide a proportionate return of the premium less the administration fee specified in the Schedule in respect of the unexpired period of insurance, provided that no claim has been made or incident advised that could give rise to a claim in which such circumstances no return of premium will be made.

b) Cancellation by the **Insurer**

i. Non-payment of Premium

If the **Insurer** has not received the premium in accordance with the terms of General Condition **Error! Reference source not found.** Payment of Premium, the **Insurer** may cancel the Policy by giving 7 days' notice in writing by letter to the **Insured** at the **Insured's** last known address or to their Broker, Intermediary or Agent.

The insurance will end immediately the 7 days' notice runs out.

If the **Insured** has recently incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid, then the **Insurer** may cancel the insurance from the inception or renewal date.

ii. Cancellation for any other reason

The **Insurer**, in their absolute discretion, may cancel the Policy or any section or endorsement by giving 14 days' notice in writing by letter to the **Insured** at the **Insured's** last known address or to their Broker, Intermediary or Agent.



General Conditions - continued

5. Cancellation Condition – continued

The **Insurer** will give a reason for the cancellation, which may include but is not limited to the following:

- the **Insured** has not provided to the Broker, Intermediary or Agent the information or documents the **Insurer** has requested as part of the terms and Conditions in providing the insurance
- the **Insured** has not met the terms and Conditions contained in this document of insurance including those shown on their Schedule
- where the **Insured** does not comply with any of the different Policy terms and Conditions imposed by the **Insurer** as a result of the identification of misrepresentation as detailed in Honest and Reasonable Presentation
- where the survey arranged by the **Insurer** has identified additional risks which were not evident to the **Insurer** prior to the survey, or where the **Insured** has not complied with the **Insurer's** acceptance criteria nor with the timely completion of any risk improvements as detailed in General Condition 9) - Subject to Survey
- the **Insured** has behaved in a manner that makes it inappropriate for the **Insurer** to continue the insurance, e.g. the **Insured** harassing or showing abusive or threatening behaviour towards the **Insurer's** staff or the **Insurer's** appointed representatives.

The insurance will end immediately the 14 days' notice runs out.

If the **Insured** has recently incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid, then the **Insurer** may cancel the insurance from the inception or renewal date.

The **Insurer** will provide a proportionate return of premium less the administration fee specified in the Schedule in respect of the unexpired Period of Insurance of the Policy or Section other than in the circumstances listed below:

- a) where the **Insurer** identifies fraud as detailed in General Condition 1) - Fraud
- b) where a claim has been made or incident advised that could give rise to a claim in which such circumstances no premium shall be returned by the **Insurer**.

6. Choice of Law Condition

Both parties to this contract have a choice as to which law should be applied. In the absence of written agreement to the contrary the law of the Republic of Ireland applies to this contract.

The parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Ireland.



General Conditions - continued

7. Observance of Terms Condition

It is a condition precedent to the **Insurer's** liability that the **Insured** shall observe the terms of the Policy so far as they relate to anything to be done or complied with by the **Insured**.

8. Legal Representatives Condition

In the event of the death of the **Insured**, the **Insurer** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured**, provided they observe, fulfil and be subject to the terms, Conditions and limitations of the Policy to the extent that they apply.

9. Subject to Survey Condition

If any insurance by the Policy either at inception or subsequent renewal has been granted subject to the completion of a survey of the **Premises**, or if following notification of a claim or an alteration to the **Business** or the **Premises** or to any **Property** under the Policy the **Insurer** requires a survey,

- a) then pending completion of such survey, the terms, Conditions, Exclusions and limits as specified in the Policy and Schedule shall apply
- b) if following completion of the survey and in the opinion of the **Insurer** this has identified additional risks which were not evident to the **Insurer** prior to the survey, then the **Insurer** is entitled in their absolute discretion to alter or amend the terms and Conditions of the Policy or to suspend or withdraw cover immediately
- c) the continuation of cover after the survey by the **Insurer** shall be subject to the **Insured** complying with the **Insurer's** acceptance criteria and the completion of any risk improvements required within the time frame agreed with the **Insurer**, otherwise the **Insurer** may in their absolute discretion invoke the Cancellation Condition.

10. Limit of Indemnity Condition

All the Sums Insured, Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability stated in the Policy or in the Schedule shall apply as maximum limits to the **Insurer's** liability irrespective of the number of persons entitled to indemnity under the Policy.

For the purposes of the Sums Insured, Limits of Indemnity and any other restrictions on the amount of the **Insurer's** liability, the **Insured** and all other persons entitled to be indemnified under the Policy shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the **Insurer** as one party and the **Insured** and all other persons entitled to be indemnified as the other party.



General Conditions - continued

11. Third Party Rights Condition

A person or company who is not a party to the Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any similar legislation to enforce any clause or term of the Policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

The **Insured** shall not assign or transfer any rights or entitlements under the Policy without the prior written agreement of the **Insurer**.

12. Insured's Contribution Condition

The **Insurer** shall not be liable for the **Excess** as stated in the Schedule or in the Policy or for any lesser amount of each and every claim, and it is a condition precedent to the **Insurer's** liability under this Policy that the **Insured** must immediately pay to the **Insurer** the amount of such **Excess** or any part of it when it is so requested by the **Insurer**.

13. Safety Statement Condition

It is a condition precedent to the **Insurer's** liability that the **Insured** shall have a Safety Statement or otherwise be compliant with Section 20 of the Safety Health and Welfare at Work Act 2005 and Return to Work Safety Protocol as prepared by the Department of Business, Enterprise and Innovation.

14. Calibration Procedures and Maintenance Condition

It is a condition precedent to the **Insurer's** liability that the **Insured** must ensure that all equipment utilised for the purpose of the **Insured's Business** is calibrated and/or fully maintained in accordance with the manufacturer's recommendations.

15. Gas Safety Condition

It is a condition precedent to the **Insurer's** liability that the **Insured** must ensure that a Registered Gas Installer Engineer annually inspects and services all gas appliances (including portable heating appliances), fittings and flues and undertakes all necessary work as required following the inspection and servicing.

16. Other Insurance Condition

If other valid insurance with any other insurer is available to the **Insured** covering a loss also covered by this Policy (other than insurance that is specifically stated to be in excess of this Policy), the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions, and limitations of any such other insurance.



General Conditions - continued

17. Subrogation Condition

The **Insured** shall at the request and expense of the **Insurer** take and permit to be taken all necessary steps for enforcing rights against any other party in the **Insured's** name before or after any payment is made by the **Insurer**.

The **Insurer** shall be entitled to take over and conduct in the **Insured's** name the defence or settlement of any claim or to prosecute in the **Insured's** name at the **Insurer's** expense and for the **Insurer's** benefit any claim for indemnity, damages or otherwise.

18. Personal Protective Equipment Condition

It is a condition precedent to the **Insurer's** liability that:

- a) all **Employees** are trained fully in the use of and made aware of the dangers of not using personal protective equipment
- b) all necessary, suitable and adequate personal protective equipment is provided
- c) a training register is maintained which demonstrates that **Employees** have received all necessary and appropriate training and are fully conversant with the way in which to access and use such personal protective equipment
- d) the training register must be signed by all **Employees** to demonstrate training completion.

19. Forklift Truck Condition

It is a condition precedent to the **Insurer's** liability that the use of forklift trucks is subject to the following procedures:

- a) operatives must be at least 18 years of age
- b) operatives must be trained in line with manufacturers' instructions by a competent person certified by the relevant licensing and certification authority
- c) all records of training must be retained by the **Insured** and made available to the **Insurer** on request
- d) all forklift trucks in use by the **Insured** or anyone working on behalf of the **Insured** must hold a current Report of Thorough Examination following an examination by a competent person, with any defects noted in the Report rectified in line with the timescales in the Report. Such examination must be carried out and a report compiled every 12 months, or every 6 months for forklifts used to lift people; forklifts working in environments where there are corrosive elements in the atmosphere or for forklifts used in excess of 40 hours per week.



General Conditions - continued

20. Printers Condition

It is a condition precedent to the **Insurer's** liability that:

- a) no manufacturing of cardboard boxes and paper bags be undertaken at the **Premises**
- b) no printing on celluloid be undertaken at the **Premises**
- c) no drying by artificial heat be undertaken at the **Premises** (the use of artificial heat in copying machines shall not be in breach of this Condition).

21. Lithium-ion Batteries Condition

It is a condition precedent to the **Insurer's** liability that any storage or use of lithium-ion batteries (and products containing such batteries) at the **Premises** complies with all the following requirements, otherwise there is no cover under any Section of this Policy other than **Section 4 – Employers' Liability**:

- a) bulk storage of such batteries to be limited to an area no greater than 20m²
- b) maximum storage height for any such batteries to be 1.8m from the ground or floor level
- c) multiple storage areas to be separated by aisles a minimum of 3m wide
- d) manufacturer's instructions for correct storage, usage and charging must be strictly adhered to
- e) such batteries (whether stored or in use) must never be exposed to high temperatures (above room temperature) or positioned in direct sunlight
- f) only the manufacturer's recommended battery chargers to be used with such batteries, designed specifically for the particular battery in use (and for the product containing such battery) and with such batteries or products removed from the charger (and the charger switched off) immediately that charging has completed to avoid any instance of overcharging the batteries
- g) any **Buildings** must never be left unattended when such batteries or products containing such batteries are being charged within such **Buildings**
- h) all storage of such batteries, and any items containing such batteries in use, to be regularly checked for any signs of physical damage, and the storage suitably disposed of or the items taken out of use (and any such batteries removed and suitably disposed of) if such damage is found
- i) the **Insured** must have a fire risk assessment covering handling, storage, use and charging of such batteries and a clear plan of action to take in the event of a fire; such risk assessment and plan of action to be communicated to all staff working in the areas where such batteries are stored, used or charged
- j) when no longer going to be stored or used, such batteries must be safely disposed of, separate from other waste forms and in a lidded metal container, with the batteries then removed from the **Premises** within one week.



General Conditions - continued

22. Bona Fide Subcontractors Condition

It is a condition precedent to the **Insurer's** liability in respect of **Injury**, loss, destruction or damage arising out of work carried out on behalf of the **Insured** by bona fide subcontractors commencing during the Period of Insurance, that the **Insured** obtains prior to the appointment of such bona fide subcontractors and retains a written record that all such subcontractors have in force throughout the duration of any work undertaken by them for the **Insured** the following insurance:

- a) Employers' Liability insurance
- b) Public and Products Liability insurance

in respect of the work to be undertaken for the **Insured**, covering legal liability for **Injury** to any person and loss, destruction or damage to property, with a limit of indemnity of not less than the Limit of Indemnity stated in the Schedule and including an indemnity to the **Insured** as Principal.

It is a condition precedent to any liability of the **Insurer** that the **Insured** does not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including but not limited to the assumption of any liability or potential liability on behalf of any bona fide subcontractor or the waiver of any rights of recourse against any bona fide subcontractor.

This condition shall not apply where bona fide subcontractors are engaged to carry out work on behalf of the **Insured** in an emergency and there is insufficient time to obtain a written record from such subcontractor, provided that the **Insured** shall obtain verbal confirmation and confirm such in writing and retain a copy as a written record that such insurances are in force.



General Conditions - continued

23. Solar and Photovoltaic Panels Condition

It is a condition precedent to the **Insurer's** liability that the following requirements be strictly complied with by the **Insured** in respect of any solar and photovoltaic panels installed at the **Premises**:

- a) Such panels must be securely and mechanically fixed to the structure of the building and must not be held in place by ballast alone.
- b) Such panels and any associated equipment must be installed by a suitably qualified and competent electrical contractor.
- c) Such panels must not be installed on living roofs, roofs with planted areas, felt on timber roofs or roofs containing combustible panelling or decking.
- d) A suitable and sufficient fire and structural risk assessment relating to such panels must be undertaken annually, with a record retained and provided to the **Insurer** on request.
- e) Monthly visual inspections must be carried out to ensure that such panels are clear of debris or waste build up on both the panel surface and the surrounding areas. Any debris or waste build up identified must be removed immediately from the panel surface and surrounding areas to prevent hot spot creation and reduce general combustion potential.
- f) Maintenance and inspections must be undertaken by a competent electrical contractor in accordance with the panel installer's recommendations. Inspections must include checks relating to any panels, anchoring, switchgear, electrical connections and any battery energy storage system in place.

A record of all maintenance and inspections performed must be retained and provided to the **Insurer** on request.



General Exclusions to all Sections

1. War, Government Action, Radioactive Contamination and Sonic Bangs Exclusion

Cover under this Policy excludes **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- b) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive, toxic, explosive or other hazardous properties of any radioactive matter or of any explosive nuclear assembly or nuclear component thereof
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

2. Terrorism and Civil Commotion Exclusion

Cover under this Policy excludes **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** directly or indirectly caused by or contributed to by or arising from:

- a) **Terrorism**
- b) civil commotion in Northern Ireland.

In any action, suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion as far as it relates to **Terrorism**, any **Damage** or resulting loss or expense or **Consequential Loss** is not covered by the Policy, the burden of proving that such **Damage**, loss, expense or **Consequential Loss** is covered shall be upon the **Insured**.



General Exclusions - continued

3. Date Recognition Exclusion

Cover under this Policy excludes **Damage** or **Consequential Loss** of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto, arising directly or indirectly from or consisting of the failure or inability of any:

- a) computer, data processing equipment, microchip, integrated circuit or any similar device or any computer software or computer firmware
- b) media or systems used in connection with any of the above

whether the property of the **Insured** or not:

- i. to correctly recognise any date as its true calendar date
- ii. to capture, save or retain and/or correctly to manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date

but

- a) in respect of Section 1 and Section 2, this shall not exclude subsequent **Damage** not otherwise excluded which itself results from the **Insured Perils**
- b) this exclusion shall not apply to **Section 4 – Employers' Liability**.

4. Marine Policies Exclusion

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

5. Computer Virus and Cyber Liabilities Exclusion

Cover under this Policy excludes **Injury**, loss or **Damage** directly or indirectly caused by, resulting from or in connection with:

- a) the alteration, modification, distortion, corruption of or damage to any computer, other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof, whether tangible or intangible (including but without limitation any information or programs or software) or
- b) any alteration, modification, distortion, erasure or corruption of data processed by any such computer, other equipment, component, system or item

whether the property of the **Insured** or not, where such loss is directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from actual or threat of **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**

- c) cyber liabilities associated with or caused by an electronic **System Failure** if a **System Failure** forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.



General Exclusions - continued

6. Illegal, Deliberate and Criminal Activities Exclusion

Cover under this Policy excludes **Injury**, loss, **Damage** or **Consequential Loss** directly or indirectly caused by, resulting from or in connection with:

- a) damage or liability caused as a result of the **Premises** being used for illegal activities by the **Insured**
- b) deliberate, malicious, belligerent or criminal acts by the **Insured**, their **Employees** or any servant or agent of the **Insured**.

7. Sanctions Exclusion

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

8. Fungus, Moulds and Spores Exclusion

Cover under this Policy excludes any **Injury**, loss or **Damage** caused by or attributable to:

- a) any Fungus(i), Mould(s), mildew or yeast or
- b) any Spore(s) or toxins created or produced by or emanating from such Fungus(i), Mould(s), mildew or yeast or
- c) any substance, vapour, gas or other emission or organic or inorganic substance produced by or arising out of any Fungus(i), Mould(s), mildew or yeast or
- d) any material, product, building component, building structure or any concentration of moisture, water or other liquid within such material, product, building component or building structure that contains, harbours, nurtures or acts as a medium for any Fungus(i), Mould(s), mildew, yeast or Spore(s) or toxins emanating therefrom

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that claim, **Injury**, **Damage**, Costs and Expenses.

For the purpose of this Exclusion the following Definitions apply:

Fungus(i) includes but is not limited to any plants or organisms belonging to the major group Fungi lacking chlorophyll, and including moulds, rusts, mildews and mushrooms.

Mould(s) includes but is not limited to any superficial growth produced on damp or decaying organic matter or on living organisms and Fungi that produced moulds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any Fungus(i), Mould(s), mildew, plants, organisms or micro-organisms.



General Exclusions - continued

9. Electronic Data Exclusion

The insurance by this Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

However, in the event that Fire or Explosion results from any matters described above, this insurance, subject to all its terms, Conditions and Exclusions, will cover physical **Damage** occurring to the **Property** Insured by this Policy directly caused by Fire or Explosion.

Electronic Data Processing Media Valuation

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

10. Biological, Chemical, Radiological and Nuclear Materials Exclusion

Cover under this Policy excludes any **Injury**, loss or **Damage** or costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of, or pollution or contamination arising from, pathogenic or poisonous biological, chemical, radiological or nuclear materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.



General Exclusions - continued

11. Asbestos Exclusion

Cover under this Policy excludes any **Injury**, loss or **Damage** or costs or expenses of whatsoever nature arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of asbestos or other materials which the **Insured** knew or should have known or had reason to suspect contains asbestos.

This Exclusion shall not apply if the **Insured** has made an accidental discovery of asbestos and immediately upon discovery ensures that all work ceases and a specific accident causes immediate, actual and identifiable bodily injury the definition of which for the purpose of this Exclusion alone shall not include illness or disease or mental anguish arising from inhalation of and/or ingestion and/or consumption of and/or absorption of and/or exposure to asbestos fibres and/or dust and/or particles.

12. Indirect Loss Exclusion

Cover under this Policy excludes **Injury**, loss, **Damage** or **Consequential Loss** of whatsoever nature, or liability for any loss or **Damage** that is not directly associated with the cause of the insured loss

13. Existing Damage Exclusion

Cover under this Policy excludes **Injury**, loss, **Damage** or **Consequential Loss** of whatsoever nature, or liability for any loss or **Damage** occurring before or arising from an event before the inception date of this Policy

14. Loss of Value Exclusion

Cover under this Policy excludes **Injury**, loss, **Damage** or **Consequential Loss** of whatsoever nature, for any reduction in value of the **Property** insured following repair or replacement paid for under this Policy.

15. Pyrite Exclusion

Cover under this Policy excludes any **Injury**, loss or **Damage** or costs or expenses of whatsoever nature arising directly or indirectly from the presence or alleged presence of pyrite, bravoite, cattierite or vaesite within the confines of the **Premises**.



General Exclusions - continued

16. General Haulage Exclusion

Cover under this Policy excludes **Injury**, loss, **Damage** or **Consequential Loss** of whatsoever nature, or liability for any loss or **Damage** directly or indirectly resulting from or in connection with the following:

- a) **Injury** or **Damage** caused by the wrongful delivery or the contamination in transit of any load.
- b) **Injury** or **Damage** caused by the haulage and/or processing of hazardous goods defined as follows:
 - i. the collection and/or processing of toxic, notifiable or dangerous waste and/or clinical waste, as defined in the Waste Management Act 1996
 - ii. collection and/or processing of any hazardous goods requiring special labelling by law
 - iii. any Dangerous Goods as defined within the Carriage of Goods by Road Act 1998 as amended.

For the purpose of b) i. and ii. above, the carriage of Coca Cola Concentrate is not excluded under this endorsement.

For the purpose of b) ii. above, hazardous goods for the purpose of this endorsement do not include carriage of hazardous goods on an incidental basis as part of a groupage load, where carriage of these goods does not require the driver to hold an ADR Training Certificate.

- c) Loss of or **Damage** to any goods or their packaging or containers shipped or forwarded by or on behalf of the **Insured**.
- d) The transportation of any hazardous goods by road tankers.
- e) The transportation of live animals.
- f) Loss of or **Damage** to goods in the care, custody or control of the **Insured**.



General Exclusions - continued

17. Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this Policy, within any Endorsement to this Policy or within any extension to this Policy, this Policy and its Endorsements (if any) and its Extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses
- b) Coronavirus disease (COVID-19)
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
- d) any mutation of or variation of a), b) or c) above
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation or other national government body
- f) any fear or anticipation of a), b), c), d) or e) above
- g) Government regulation, advice or restriction(s) as a result of the aforesaid matters regardless of any other cause or event contributing concurrently or in any other sequence thereto.

18. Nervous Shock, Mental Anguish or Illness Exclusion

The **Insurer** will not indemnify the **Insured** in respect of legal liability for claims arising from nervous shock, mental anguish or illness, stress or any other psychological condition, unless the condition complained of is accompanied by and arises directly from actual physical bodily injury.

19. Bullying or Harassment Exclusion

The **Insurer** will not indemnify the **Insured** in respect of legal liability for claims arising from bullying or harassment unless such bullying or harassment is accompanied by and arises directly from actual physical bodily injury.

20. Respirable Crystalline Silica Dust Exclusion

Cover under this Policy excludes **Injury**, loss, **Damage** or **Consequential Loss** of whatsoever nature, or liability for any loss or **Damage** directly or indirectly resulting from or in connection with the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of materials containing or generating respirable crystalline silica dust and/or particles or other materials which the **Insured** knows or should have known or had reason to suspect contain respirable crystalline silica dust and/or particles.



Section 1 - Material Damage

This Section of the Policy is only operative if shown in the Schedule.

In the event of **Damage** to **Property** insured at the **Premises** from an **Insured Peril** during the Period of Insurance, the **Insurer** will indemnify the **Insured** for the loss or amount of **Damage** or at its option replace or reinstate such **Property** in accordance with the provisions of the Policy and provided that during the Period of Insurance the liability of the **Insurer** under this Section shall not exceed the lesser of:

- a) in respect of any item its Sum Insured or Limit stated in the Policy or the Schedule at the time of the **Damage**
- b) the Sum Insured or Limit remaining after deduction for any other claim in the same Period of Insurance unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit.

In addition, the **Insurer** will indemnify the **Insured** in respect of loss of **Rent** as a result of **Damage** to the **Premises** from an **Insured Peril** during the Period of Insurance rendering the **Buildings** uninhabitable, provided that the liability of the **Insurer** shall not exceed the lesser of:

- a) the **Rent** Sum Insured stated in the Schedule at the time of **Damage**
- b) the **Rent** payable for the period the **Buildings** are uninhabitable.

Insurable Perils

The following are the Insurable Perils operative as **Insured Perils** if stated in the Schedule:

1. Fire

Excluding damage caused by:

- a) its own spontaneous combustion or heating or it undergoing any heating process or any process involving the application of heat
- b) explosion resulting from fire.

2. Lightning

3. Explosion

Excluding damage caused by the bursting by steam pressure of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only, belonging to or under the control of the **Insured**.

However, this exclusion does not apply to **Damage** caused by the explosion of any boiler or gas used only for domestic purposes.

4. Aircraft or other aerial devices or articles dropped from them



Section 1 - Material Damage - continued

Insurable Perils – continued

5. Earthquake and subterranean fire

6. Riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

Excluding damage:

- a) arising from cessation of work or due to confiscation, nationalisation, seizure, requisition or destruction by order of the government or any public authority
- b) by Theft or attempted theft
- c) whilst any **Building** is **Unoccupied**.

7. Theft or attempted theft

Involving entry to or exit from the **Buildings** at the **Premises** by forcible and violent means, or actual or threatened hold up, assault or violence, excluding:

- a) loss from any structure which is incapable of being locked
- b) damage
 - i. in respect of **Property in the Open**
 - ii. whilst any **Building** is **Unoccupied**
 - iii. in respect of **Stock** at exhibitions that is not contained in an indoor exhibition hall which is locked and/or guarded outside business hours
 - iv. in respect of **Buildings** other than as provided for under Extension 3 - Theft Damage to Buildings and Extension 13 - Theft of Building Fabric
- c) theft or attempted theft by **Employees**
- d) loss in respect of electronic equipment designed for mobile or portable use.

8. Storm

Excluding damage:

- a) caused by frost, Subsidence, ground heave or landslip
- b) attributable solely to a change in the water table level
- c) to fences, gates and **Property in the Open** or in open fronted or open sided **Buildings**
- d) by **Flood** whether resulting from Storm or otherwise.



Section 1 - Material Damage - continued

Insurable Perils – continued

9. Flood

Excluding damage:

- a) caused by frost, Subsidence, ground heave or landslip
- b) attributable solely to a change in the water table level
- c) to fences, gates, playing surfaces, artificial surfaces and floodlights and moveable **Property in the Open** or in open fronted or open sided **Buildings**.

10. Impact by:

- a) any road vehicles or animals
 - b) falling trees or boughs
 - c) breakage or collapse of aerials or satellite dishes
- excluding damage by lopping, pruning or felling of trees.

11. Escape of water from any tank, apparatus or pipe; escape of oil from any fixed oil-fired heating installation or leakage of beverages from storage containers or connected apparatus

Excluding damage:

- a) by water discharged or leaking from any automatic sprinkler installation
- b) whilst any **Building** is **Unoccupied**
- c) by leakage of bottled **Stock** or the cost of replacing the beverages
- d) caused by Subsidence, ground heave or landslip
- e) for Subsidence, ground heave or landslip caused by the escape of water.

12. Accidental escape of water from any automatic sprinkler installation

Excluding damage occasioned by or attributable to:

- a) heat caused by fire
- b) freezing whilst any **Building** is **Unoccupied**
- c) repairs, alterations or extensions to the **Buildings** and/or sprinkler installations.



Section 1 - Material Damage - continued

Insurable Perils – continued

13. Accidental damage

Excluding damage:

- a) caused by any other Insurable Peril
- b) to a **Building** or structure caused by its own collapse or cracking
- c) to **Property** caused by **Pollution or Contamination** other than **Damage** caused by **Pollution or Contamination** which itself results from Fire or Explosion
- d) to **Property** resulting from it undergoing any process of production, packing, treatment, testing, commissioning, servicing, adjustment or repair
- e) to **Property** caused by or consisting of:
 - i. inherent vice, latent defect, gradual deterioration, wear and tear, erosion, corrosion, frost or change in the water table level
 - ii. its own faulty or defective design or materials
 - iii. faulty or defective workmanship, operational error or omissionbut this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
- f) caused by:
 - i. rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring or scratching
 - ii. any gradually operating cause
 - iii. scratching, tearing or fouling by pets or domesticated animals
 - iv. vermin or insects
 - v. change in temperature, colour, flavour, texture or finish
 - vi. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - vii. mechanical or electrical breakdown or derangement in respect of the particular machines, apparatus or equipment in which the breakdown or derangement originates, overrunning or electrical surges or spikes in electricitybut this shall not exclude subsequent **Damage** which results from a cause not otherwise excluded
- g) caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- h) caused by acts of fraud or dishonesty
- i) occasioned by delay, embargo, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- j) caused by electrical or magnetic disturbance or erasure of electronic records.



Section 1 - Material Damage - continued

Insurable Perils – continued

14. Subsidence, ground heave or landslip

Excluding damage:

- a) to outbuildings, yards, pipes, cables, wires, ducting, car parks, roads, pavements, walls, gates, fences, swimming pools, tennis courts, tanks and children's play areas, unless the structure of the main building or buildings at the risk address stated in the Schedule is also affected at the same time by the same cause
- b) to solid floor slabs or damage resulting from their movement unless the foundations beneath the outside walls of the main building or buildings at the risk address stated in the Schedule are also affected at the same time by the same cause
- c) arising from the settlement or movement of made-up ground or by coastal or river erosion
- d) occurring as a result of the construction, demolition, structural alteration or structural repair of any property at the **Premises**
- e) arising from normal settlement or bedding down of new structures
- f) which originated prior to the granting of this cover
- g) caused by faulty or defective workmanship, materials or design
- h) caused by Fire, Subterranean Fire, Explosion or Earthquake
- i) recoverable under any other insurance, warranty or guarantee available to the **Insured**, including Homebond guarantee, or equivalent protection applying to the **Buildings**.



Section 1 - Material Damage - continued

Additional Covers

All terms, Exclusions and Conditions of Section 1 apply to these Additional Covers in addition to those shown below as applying to each of the Additional Covers.

Glass, Blinds and Signs

The **Insurer** will indemnify the **Insured** in respect of **Damage** to fixed glass for which the **Insured** is responsible at the **Premises** occurring during the Period of Insurance.

Following **Damage** to fixed glass at the **Premises** the **Insurer** will also indemnify the **Insured** in respect of:

- a) the cost of reinstating **Intruder Alarm Systems** damaged as a result of glass breakage
- b) any boarding up costs incurred
- c) **Damage** to framework and goods on display in windows caused by the impact of falling glass.

The liability of the **Insurer** under c) shall be restricted to €2,500 for any one loss unless otherwise stated in the Schedule.

The **Insurer** will also indemnify the **Insured** for **Damage** at the **Premises** to:

- a) neon and illuminated signs and electric light fittings
- b) external blinds and signs
- c) sanitaryware (fixed baths, wash basins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns) where such **Damage** renders such article completely unserviceable
- d) lettering or other ornamental work and alarm foil on fixed glass.

The liability of the **Insurer** under a), b), c) and d) shall be restricted to €2,500 for any one loss unless otherwise stated in the Schedule.

Exclusions

The **Insurer** shall not be liable for damage:

- a) to glass:
 - i. caused by repairs or alterations to the **Premises**
 - ii. caused by alteration, installation or removal
 - iii. in any **Building** which is **Unoccupied**
- b) to neon and illuminated signs and electric light fittings:
 - i. caused by or traceable to wear and tear or gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by Theft or attempted theft
 - ii. and the bulbs or tubes therein unless consequent upon **Damage** to signs or fittings
- c) caused by or arising from:
 - i. superficial **Damage**, scratching or cracking which does not result in the complete breakage of the glass
 - ii. inherent or latent defect or its own faulty or defective design or materials
 - iii. gradual deterioration or gradually operating cause, wear and tear, change in colour or finish
 - iv. changes in temperature or atmospheric or climatic conditions
 - v. defects in frames, framework or any fitting.



Section 1 - Material Damage - continued

Money

This Additional Cover is only operative if shown in the Schedule.

The **Insurer** will indemnify the **Insured** in respect of loss of or damage to **Money** and **Non-Negotiable Money** held in connection with the **Business** as detailed below occurring during the Period of Insurance:

- a) in the *Premises* during **Business Hours** or whilst in a bank night safe
- b) in transit to and from the *Premises* whilst in the custody of the **Insured** or an authorised person acting on behalf of the **Insured**
- c) in the **Insured's** or any authorised person's private dwelling, subject to a limit of €500 for any one loss
- d) in the *Premises* whilst left unattended or outside **Business Hours** and not secured in a locked **Safe**, subject to a limit of €500 for any one loss
- e) in the *Premises* whilst left unattended or outside **Business Hours** and secured in a locked unspecified **Safe**, subject to a limit of €5,000 for any one loss
- f) in the *Premises* whilst left unattended or outside **Business Hours** and secured in a specified **Safe** if stated in the Schedule
- g) **Non-Negotiable Money**, subject to a maximum of €250,000 any one loss.

For the purposes of this Additional Cover *Premises* shall only mean the main building(s) occupied by the **Insured** at the risk address(es) stated in the Schedule.

The liability of the **Insurer** under this Additional Cover shall be restricted to the Limits as shown above and as stated in the Schedule for any one loss.

The **Insurer** will also indemnify the **Insured** in respect of **Damage** to:

- i. any **Safe/Strongroom**, till or postal franking machine belonging to the **Insured** or for which the **Insured** is legally responsible, up to an amount not exceeding the cost of repair or replacement
- ii. cash carrying devices, clothing and personal effects belonging to the **Insured** or any partner, director or **Employee** of the **Insured** resulting from Theft or attempted theft of **Money** or **Non-Negotiable Money**, subject to a maximum of €500 for any one loss
- iii. **Money** in locked, coin-operated machines in the *Premises* during or outside **Business Hours** or whilst the *Premises* are left unattended, subject to a maximum limit of €250 any one machine and €1,000 any one *Premises* or to the limit(s) as more specifically stated in the Schedule.

Exclusions

The **Insurer** shall not be liable for loss from:

- a) shortage due to error or omission
- b) forgery, deception or the use of counterfeit **Money** or **Non-Negotiable Money**
- c) the use of any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible or irrecoverable for any reason



Section 1 - Material Damage - continued

Money – continued

- d) Theft or attempted theft from the *Premises* as stated in the Schedule or any authorised person's private dwelling, unless involving entry to or exit from such *Premises* or private dwelling by forcible and violent means or actual or threatened hold up, assault or violence
- e) fraud, dishonesty, theft or attempted theft by any **Employee**
- f) an unattended vehicle
- g) damage not within the **Territorial Limits**
- h) any business or other activity not connected with the **Business** conducted from the *Premises* as stated in the Schedule.

Conditions

1. It is a condition precedent to the **Insurer's** liability under this Additional Cover that the **Insured** shall maintain the following minimum standards of precaution for the safety of **Money** in transit (other than by specialist security carrier) at all times:
 - a) the times of transits, routes and conveyances used shall be varied as far as is possible
 - b) all persons engaged in the transit of **Money** shall be at least 18 years of age
 - c) amounts of **Money** in transit:
 - i. up to €3,000 shall be accompanied by at least one person
 - ii. €3,001 to €6,000 shall be accompanied by at least two people
 - iii. €6,001 to €10,000 shall be accompanied by at least three people or two people travelling by motor car or using an approved security case
 - iv. exceeding €10,000 shall be transported by specialist security carrier.
2. It is a condition precedent to the **Insurer's** liability that when the *Premises* as stated in the Schedule or any authorised person's private dwelling in which **Money** is kept are left unattended:
 - a) all locks, bolts and other protective security devices are in full operation
 - b) all keys must be held in the personal custody of an authorised person and removed from:
 - i. the unattended *Premises* as stated in the Schedule or
 - ii. the final exit door of any authorised person's unattended private dwelling.



Section 1 - Material Damage - continued

All Risks on Portable Business Property

This Additional Cover is only operative if shown in the Schedule.

The **Insurer** will indemnify the **Insured** against **Damage** from the **Insured Perils** to the portable business property anywhere in the world if Electrical Office Equipment or **Computers** is shown as insured in the Schedule.

The liability of the **Insurer** under this Additional Cover shall be restricted to €2,500 or the Sums Insured stated in the Schedule for any one loss, whichever is the greater.

Exclusions

The **Insurer** shall not be liable for:

- a) **Damage** to portable property left unattended unless contained in:
 - i. a securely locked building or
 - ii. a vehicle which has been securely locked at all points of access and any security alarms and immobilisers fitted to the vehicle are in full operation and the portable property is concealed from view
- b) depreciation or electrical or mechanical breakdown
- c) **Damage** arising from wear and tear, gradual deterioration, vermin, insects, fungus, condensation, any gradually operating cause or from any process of cleaning, restoring, adjusting or repairing
- d) **Damage** by official confiscation or detention
- e) mobile electronic devices such as phones, tablets etc. unless they are registered to the **Insured** under a business contract.



Section 1 - Material Damage - continued

Extensions to Section 1

All terms, Exclusions and Conditions of the **Insured Perils** under Section 1 apply to these Extensions in addition to those shown below as applying to each Extension.

1. Underground Services Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to underground water pipes, gas pipes, electricity and telephone cables extending from the **Premises** to the public mains, but only to the extent of the **Insured's** responsibility, subject to an aggregate maximum of €50,000 in any one Period of Insurance.

2. Theft of Keys and Lock Replacement Extension

The **Insurer** will indemnify the **Insured** for the cost of replacing locks and keys to the **Buildings, Safes, Strongrooms** or tills, subject to an aggregate maximum of €5,000 in any one Period of Insurance, provided that:

- a) the original keys were forcibly stolen from the **Buildings** or the private residence of the **Insured** or any authorised **Employee**
- b) **Damage** by Theft is not excluded in its entirety.

3. Theft Damage to Buildings Extension

The **Insurer** will indemnify the **Insured** against the cost of repairing **Damage** to the **Buildings** for which the **Insured** is legally responsible and which is not otherwise insured, which directly results from **Insured Peril** Theft or attempted theft, provided that if the **Buildings** of the **Premises** are not insured by this Section, the liability of the **Insurer** under this Extension shall not exceed an aggregate maximum of €50,000 in any one Period of Insurance. There is no cover under this Extension if **Damage** by Theft is excluded in its entirety.

4. Temporary Removal Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Contents** whilst temporarily removed for cleaning, renovation, repair or similar purposes and to documents whilst temporarily removed elsewhere and in transit within the **Territorial Limits**, subject to a maximum for any one loss of 10% of the Sum Insured shown for **Contents** in the Schedule or €100,000 whichever is the lesser amount.

This Extension shall not apply to:

- a) motor vehicles and motor chassis licensed for normal road use
- b) property more specifically insured.



Section 1 - Material Damage - continued

Extensions to Section 1 - continued

5. Third Party Storage Locations Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Contents** or **Stock** whilst at third party storage locations within the **Territorial Limits**, subject to aggregate maximums of €5,000 at any one location and €20,000 in any one Period of Insurance.

6. Loss of Metered Water Extension

The **Insurer** will indemnify the **Insured** for the unit cost of metered water calculated at the current rate per cubic metre consumed as a direct result of **Damage** from the **Insured Perils** to any tank, apparatus or pipe (not being automatic sprinkler installations) at the **Premises**, subject to an aggregate maximum of €50,000 in any one Period of Insurance.

7. Trace and Access Extension

The **Insurer** will indemnify the **Insured** for the costs incurred in locating the source of an escape of water or fuel from any tank, apparatus or pipe on the **Premises** and subsequent making good of **Damage** caused as a consequence of locating such source, subject to an aggregate maximum of €50,000 in any one Period of Insurance.

8. Clearing of Drains Extension

The **Insurer** will indemnify the **Insured** for the costs and expenses incurred in cleaning, clearing or repairing drains, gutters or sewers at the **Premises** as a consequence of **Damage** from the **Insured Perils**, but only to the extent of the **Insured's** responsibility, subject to a maximum of €20,000 for any one loss.

9. Fire Extinguishment Expenses Extension

The **Insurer** will indemnify the **Insured** for costs and expenses incurred in refilling fire extinguishment appliances, replacing used sprinkler heads and refilling sprinkler tanks in the event of **Damage** to insured **Property** caused by Fire, subject to a maximum of €10,000 for any one loss.

10. Fire Brigade Charges Extension

The **Insurer** will indemnify the **Insured**, up to but not exceeding the limit specified in the Schedule, for charges levied against the **Insured** by the Fire Brigade following an emergency call out of the Fire Brigade to attend the **Premises** during the Period of Insurance for the purposes of preventing or reducing loss of or **Damage** to insured **Property** by an **Insured Peril**.



Section 1 - Material Damage - continued

Extensions to Section 1 - continued

11. Property in the Open Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Property in the Open** or in any structure which is open sided or incapable of being locked, within the boundaries of the **Premises** for the Sum Insured stated on the Schedule, excluding **Damage** caused by or consisting of any of the following:

- a) Storm
- b) Theft or attempted theft
- c) **Flood** damage to moveable **Property in the Open**
- d) whilst the **Premises** are **Unoccupied**, vacant, disused or not in use for their intended purpose.

12. Computer Records Extension

The **Insurer** will indemnify the **Insured** for the cost of the materials together with the cost of clerical labour and computer time expended in reproducing **Computer Records** and not for the value to the **Insured** for the information contained therein, but excluding any expenses in connection with the production of information to be recorded in such **Computer Records**, for a maximum of €25,000 for any one loss.

13. Theft of Building Fabric Extension

The **Insurer** will indemnify the **Insured** for **Damage** to:

- a) the external fabric of the **Buildings** as a result of Theft or attempted theft
- b) **Property** as a result of rainwater entry following Theft or attempted theft of the external fabric of the **Buildings**

for which the **Insured** is legally responsible to insure and is not otherwise insured, subject to an aggregate maximum of €5,000 in any one Period of Insurance.

This Extension shall not apply:

- a) to any **Buildings** which are **Unoccupied**
- b) when scaffolding is erected at the **Buildings**
- c) where **Insured Peril** Theft or attempted theft is not operative.



Section 1 - Material Damage - continued

Extensions to Section 1 - continued

14. Landscaped Gardens Extension

The **Insurer** will indemnify the **Insured** for costs and expenses incurred by the **Insured** with the consent of the **Insurer** in making good **Damage** to landscaped gardens and grounds caused by the emergency services in the course of combating or reducing **Damage** from the **Insured Perils** at the **Premises**, subject to an aggregate maximum of €10,000 in any one Period of Insurance.

15. Signs Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to **Signs** in the open within the boundaries of the **Premises** for the Sum Insured stated on the Schedule, excluding **Damage** whilst the **Premises** are **Unoccupied**, vacant, disused or not in use for their intended purpose.

16. Deterioration of Stock Extension

The **Insurer** will indemnify the **Insured** for loss, destruction or *Damage* to frozen or chilled goods owned by the **Insured** or for which the **Insured** is responsible, in any frozen food cabinet, deep freezer, cold room, cold store or refrigerator which is owned by the **Insured** or for which the **Insured** is responsible, by or due to a change in temperature caused by an *Accident* or failure of the electricity supply.

The **Insurer** shall not be liable for loss, destruction or *Damage* caused by:

- a) the deliberate act of any electricity undertaking in terminating, disconnecting, restricting or withholding the public supply of electricity (other than for the purpose of protecting life or the power supply system)
- b) neglect or misuse, any wilful act, or any process of cleaning, repairing or restoring
- c) wear and tear, vermin, insects, deterioration of the cabinet or other gradually operating cause
- d) arising as a result of incorrect setting of thermostats or automatic controlling devices.

This Extension is subject to an aggregate maximum of €15,000 in any one Period of Insurance.

In respect of claims under this Extension, the **Insurer** shall not be liable for the **Excess** shown on the Schedule for **Insured Peril** Fire, or where the frozen food cabinet, deep freezer, cold room, cold store or refrigerator is over 10 years old, the amount of such **Excess** or 20% of any loss whichever is the greater amount.



Section 1 - Material Damage - continued

Extensions to Section 1 - continued

16. Deterioration of Stock Extension – continued

Definitions applicable to this Extension:

1. For the purpose of this Extension, *Damage* is defined as physical damage caused by an *Accident* but not including the cost of repairing the breakdown itself.

2. For the purpose of this Extension, *Accident* is defined as:

Direct physical loss or *Damage* as follows:

- a) electrical or mechanical *Breakdown* including rupture or bursting caused by centrifugal force
- b) artificially generated electrical current including electric arcing that disturbs electrical devices, appliances or wires
- c) loss, destruction or *Damage* caused by operator error
- d) loss, destruction or *Damage* caused by materials being processed.

All *Accidents* that are the result of the same event shall be considered one *Accident*.

2. For the purpose of this Extension, *Breakdown* is defined as:

- the actual breaking, failure, distortion or burning out of any part of the frozen or chilled storage equipment whilst in ordinary use arising from defects in such equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work
- fracturing of any part of the frozen or chilled storage equipment by frost when such fracture renders such equipment inoperative.

Exclusions applicable to this Extension:

1. The **Insurer** will not be liable for loss, destruction or *Damage* caused by or resulting from:

- a) depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions
- b) any condition which can be corrected by resetting, calibrating, realigning, tightening, adjusting or cleaning or by the performance of maintenance.

2. The **Insurer** will not be liable for loss, destruction or *Damage* recoverable under a maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of the **Insured's** obligations under such agreement.



Section 1 - Material Damage - continued

Extensions to Section 1 - continued

17. Contract Works Extension

Where **Damage** to **Buildings** is covered by this Section, the **Insurer** will indemnify the **Insured** for **Damage** to contract works relating to any contract at the **Premises**.

This Extension is subject to an aggregate maximum of €50,000 in any one Period of Insurance.

The **Insurer** shall not be liable for loss, destruction or **Damage**:

- a) for which the **Insured** is not responsible under the terms of the contract
- b) to contract works covered by any other policy
- c) caused by hot work or any structural work, unless the **Insurer** has given prior written consent to provide cover for such work.

18. Hired-in Plant Extension

In respect of plant hired in by the **Insured** as part of the **Business**, the **Insurer** will indemnify the **Insured** for:

- a) the **Insured's** legal liability under the terms of a hiring agreement; and
- b) continued hire charges.

This Extension is subject to an aggregate maximum of €50,000 in any one Period of Insurance.

19. Customers' Property Extension

The **Insurer** will indemnify the **Insured** for **Damage** from the **Insured Perils** to property belonging to the **Insured's** customers where the **Insured** has:

- a) declared the property to the **Insurer** and it is listed on the Schedule; and
- b) accepted legal responsibility for the **Damage** before it happened.

This Extension is subject to an aggregate maximum of €100,000 in any one Period of Insurance.



Section 1 - Material Damage

Clauses to Section 1

1. Non-Invalidation Clause

The insurance by this Section shall not be invalidated by any act, omission or alteration unknown to or beyond the control of the **Insured**, whereby the risk of **Damage** is increased, as long as immediately the **Insured** becomes aware of the increase in risk they inform the **Insurer** in writing and pay an appropriate additional premium if required by the **Insurer**.

2. Reinstatement of Losses Clause

Unless written notice to the contrary be given by either the **Insurer** or the **Insured**, the insurance by this Section shall not be reduced by the amount of any loss and the **Insured** shall pay the appropriate additional premium from the date of the **Damage** to the date of expiry of the Period of Insurance.

3. Mortgagees Clause

The interest of any mortgagee shall not be prejudiced by any act or neglect of the mortgagor or occupier which may increase the risk of **Damage** to any **Buildings** insured by this Section, provided the mortgagee immediately upon becoming aware of such increase in risk shall give notice to the **Insurer** and pay an appropriate additional premium if required.

4. Property more specifically insured Clause

The **Insurer** shall not be liable for **Damage** to any **Property** insured more specifically by or on behalf of the **Insured**.

5. Minor Repairs and Alterations Clause

The insurance by this Section shall not be invalidated if the **Insured** has contracted workmen for the purpose of minor repairs, decorating or cosmetic works including periodical maintenance at the **Premises**.

Any works of a construction nature to the roof or fabric of the **Buildings** must be notified to the **Insurer** before the works commence and cover under this Section is subject to such works being agreed by the **Insurer** in writing.

6. Seventy-Two Hour Period Clause

Where shown on the Schedule as insured under **Section 1 – Material Damage**, all losses arising separately out of one event of the following **Insured Perils**:

- i. Storm
- ii. **Flood**
- iii. Earthquake

occurring within each and every separate period of 72 hours during the Period of Insurance will be deemed to be one loss in determining the application of the **Excess**.



Section 1 - Material Damage - continued

Basis of Settlement Clauses

1. Average

If at the time of **Damage** to **Property** covered by this Policy, the Sum Insured for such **Property** is less than the cost of reinstatement of such **Property**, then the **Insured** shall be considered as being their own insurer for the difference and the liability of the **Insurer** for any partial or total loss due to **Damage** shall be limited to that proportion which the Sum Insured bears to the cost of reinstatement of the **Property**.

2. Reinstatement – all items other than Stock

In the event of **Damage** to any **Property** insured other than **Stock**, the basis of settlement shall be the cost of reinstatement, meaning the rebuilding, replacement, repair or restoration of such **Property** to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions –

- a) the rebuilding, replacement, repair or restoration must be carried out without undue delay and no payment beyond the amount which would have been paid in the absence of this clause will be made until the cost of reinstatement has been incurred
- b) where **Damage** occurs to only part of the **Property**, the liability of the **Insurer** shall not exceed the amount which the **Insurer** would have been liable to pay had such **Property** been wholly destroyed
- c) if at the time of reinstatement of any item, the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **Property** covered by such item exceeds its Sum Insured at the time of the **Damage**, the liability of the **Insurer** shall not exceed that proportion of the amount of the **Damage** which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property** at that time.

3. Stock

In respect of **Stock**, the **Insurer** will pay the **Insured** the value of the **Stock** at the time of its **Damage**, with adjustment for wear and tear.

If at the time of any **Damage**, the value of the **Stock** insured under any item is greater than its Sum Insured, the **Insured** shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly.



Section 1 - Material Damage - continued

Basis of Settlement Clauses - continued

4. European Union and Public Authorities

The **Insurer** will indemnify the **Insured** for the additional cost of:

- a) reinstating the damaged parts of the **Buildings**
- b) upgrading any undamaged parts of the **Buildings**

for an amount not exceeding 15% of the amount that would have been payable if the **Buildings** had been totally destroyed, incurred solely by the necessity to comply with any building or other statutory regulations or Public Authority Bylaw or European Community Legislation in force at the time of such **Damage**, excluding:

- i. any cost resulting from any such requirement first imposed upon the **Insured** before the date of the **Damage**
- ii. the amount of any rate, tax, duty, development or other charge arising out of capital appreciation as a result of complying with any such requirements which may be payable in respect of the **Buildings**.

Conditions applying to this Clause –

- a) the work of reinstatement must be completed within 12 months of the date of the **Damage** or such further period as the **Insurer** may in writing allow
- b) the liability of the **Insurer** for **Damage** to such **Property** including such costs and expenses shall not exceed the Sum Insured stated in the Schedule.

5. Removal of Debris

This insurance includes the necessary and reasonable costs incurred in respect of removal of debris from, dismantling or demolishing of, and shoring up or propping of **Property** insured resulting from **Damage** from an **Insured Peril**. In addition, the insurance on **Contents** includes the costs and expenses necessarily incurred in the re-erection and fixing of such items following **Damage**, excluding:

- a) costs incurred in removing debris except from the site of such **Damage** and the area immediately adjacent to such site
- b) costs arising from **Pollution or Contamination** of property not insured by this Section.

The liability of the **Insurer** for **Damage** to such **Property** including such costs and expenses shall not exceed the Sums Insured stated in the Schedule.



Section 1 - Material Damage - continued

Basis of Settlement Clauses - continued

6. Capital Additions

To the extent that they are not otherwise insured, the insurance of **Buildings, Tenants' Improvements** and **Contents** shall extend to cover:

- a) alterations, additions and improvements to **Buildings, Tenants' Improvements** and **Contents** but not appreciation of the value of such property
- b) any newly erected or acquired **Buildings, Tenants' Improvements** and **Contents** within the **Territorial Limits** from the commencement date of the legal responsibility of the **Insured**, subject to:
 - i. the **Insured** advising the **Insurer** of the amendments as soon as practicable, but no later than 30 days on becoming aware of the increase in the extent of cover required and paying the appropriate additional premium
 - ii. the Sums Insured for **Buildings, Tenants' Improvements** and **Contents** at each location only being increased by the value of the additional property up to no more than 10% of the existing Sums Insured or €250,000 whichever is the lesser at any one location.

7. Professional Fees

The insurance by each item on **Buildings, Tenants' Improvements** and **Contents** includes an amount for architects', surveyors', consulting engineers' and legal fees incurred in the reinstatement or repair of such property consequent upon its **Damage**, but not for preparing any claim. The total liability of the **Insurer** for **Damage** to such property including such fees shall not exceed the Sums Insured stated in the Schedule.

8. Contracting Purchaser

Where the **Insured** at the time of **Damage** has contracted to sell their interest in any insured **Building** and the purchase is subsequently completed, the contracting purchaser shall be entitled to benefit under the Policy provided that the **Building** is not otherwise insured in respect of such **Damage**.

9. Contract Price

In respect only of **Stock** sold but not delivered for which the **Insured** is responsible under the terms of a sale contract, which following **Damage** is cancelled due to the contract conditions wholly or to the extent of the **Damage**, the liability of the **Insurer** shall be based on the contract price.



Section 1 - Material Damage - continued

Basis of Settlement Clauses - continued

10. Subrogation Waiver

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

- a) any company standing in the relation of parent or subsidiary to the **Insured**, or
- b) any company which is a subsidiary of or a parent company of which the **Insured** themselves are subsidiary, in each case within the meaning of the Companies Act current at the time of the **Damage**.

11. Other Interests

Interests of third parties which the **Insured** is required to include herein under the terms of any mortgage, property lease, hiring, leasing or hire purchase agreement will automatically be deemed to be noted on the Policy, subject to notification by the **Insured** to the **Insurer** at the time of the **Damage**.

12. Business Books

The basis of settlement of any claim for business books shall be their value as stationery together with the cost of clerical labour expended in their reproduction.



Section 1 - Material Damage - continued

Exclusions to Section 1

The **Insurer** shall not be liable for:

1. **Damage** to:
 - a) vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - b) property or structures in the course of construction or erection and materials or supplies in connection with all such property or structures in the course of construction or erection
 - c) land, water, dams, piers, jetties, bridges, culverts or excavations
 - d) live animals, livestock, growing crops or trees
 - e) **Money** and **Non-Negotiable Money**, jewellery, precious stones, precious metals, bullion or furs (other than as provided for under Additional Cover Money if operative).
2. Any claim arising directly or indirectly from the burning of waste either at or away from the **Insured's Premises**.
3. Any claim arising directly or indirectly from or in consequence of any firework displays or bonfires either at or away from the **Insured's Premises**.
4. Any claim arising directly or indirectly from cooking in any rooms at the **Premises** that are not designated kitchen areas.

Conditions to Section 1

1. **Stillage Condition**

It is a condition precedent to the **Insurer's** liability for **Damage** by **Insured Perils** Storm, **Flood** and Escape of Water that **Property** in the basement or sub-basement of the **Premises** be kept at least 10cm above floor level.

2. **Intruder Alarm System Condition**

This Condition only applies where an Intruder Alarm is stated in the Schedule as being applicable under Section 1 – Material Damage.

It is a condition precedent to the **Insurer's** liability for **Damage** by **Insured Peril** Theft or attempted theft, that:

- a) the **Intruder Alarm System** is maintained in full and effective working operation at all times under a contract to provide corrective and preventive maintenance with the installer or such other contractor agreed by the **Insurer** in writing



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

2. Intruder Alarm System Condition - continued

- b) the **Premises** are not left unattended:
 - i. unless the **Intruder Alarm System** is tested and set in its entirety and is together with the means of communication used to transmit or receive signals in full and effective working operation
 - ii. when An Garda Síochána have withdrawn their response to alarm activation
- c) the **Intruder Alarm System**:
 - i. is installed in accordance with a specification agreed in writing by the **Insurer**
 - ii. must not be altered or amended in any way unless such amendment or alteration has been approved by the **Insurer** and no alteration or substitution of the structure of the **Premises** or changes to the layout of the **Premises** which would affect the effectiveness of the **Intruder Alarm System** shall be made without the written consent of the **Insurer**
 - iii. the corrective and preventative maintenance contract must not be altered or substituted without the written consent of the **Insurer**
 - iv. procedures agreed by the **Insured** for An Garda Síochána or any other response to any activation of or other warning signal pertaining to the **Intruder Alarm System** must not be altered or substituted without the written consent of the **Insurer**
- d) the **Insured** must:
 - i. maintain secrecy of the codes for the operation of the **Intruder Alarm System** and no details of such codes shall be left on the **Premises** when the **Premises** are left unattended
 - ii. immediately notify the **Insurer** upon receipt of any communication giving notice that the level of response to the **Intruder Alarm System** has been or will be reduced
 - iii. appoint at least two **Keyholders** and lodge written details with the alarm company
- e) in the event of notification of:
 - i. any alarm fault
 - ii. activation of the **Intruder Alarm System**
 - iii. interruption of the means to transmit or receive signals to or from the **Intruder Alarm System** during the period that the **Intruder Alarm System** is set

a **Keyholder** must attend the **Premises** as soon as possible in order to confirm the security of the **Premises** and reset the **Intruder Alarm System** in its entirety.

If the **Intruder Alarm System** cannot be reset in its entirety or all means of communication used to transmit signals are not in full and effective working operation, a **Keyholder** must remain in attendance at the **Premises** unless otherwise agreed in writing by the **Insurer**.



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

3. Fire Extinguishing Appliances (including Sprinkler Installations) Condition

It is a condition precedent to the **Insurer's** liability that the fire extinguishing appliances (including any sprinkler installations) at the **Premises** whether installed at the commencement of this insurance or subsequently at the request of or with the knowledge of the **Insurer**, shall be maintained in full and effective working order.

With regard to any sprinkler installations:

- a) a test shall be carried out every week for the purposes of ascertaining that the alarm gong is in full working order and that the stop valves controlling the water supplies are fully open
- b) a test shall be made every twelve months to confirm that the water supplies to the sprinkler installation are in order, and the particulars of the tests are recorded
- c) any defect revealed by any test must be remedied as soon as reasonably practicable
- d) a contract with an approved installing engineer is in force, providing for the maintenance of and annual inspection of the installation in accordance with manufacturer's/supplier's recommendations.

Subject to observance of this undertaking **Section 1 – Material Damage** of this Policy shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the **Insured**.

4. Fire Alarm and Fire Detectors Maintenance Condition

It is a condition precedent to the **Insurer's** liability that:

- a) any fire alarm shall be tested weekly; all fire detectors tested in accordance with the manufacturer's recommendations; and all fire alarms and fire detectors contained in the **Premises** shall be maintained in full and effective working order during the Period of Insurance, and
- b) the **Insured** shall notify the **Insurer** immediately of any disconnection or failure of the automatic fire alarm and fire detection installation which is likely to leave any area within the **Buildings** without protection for 12 hours or more.

Subject to compliance with this Condition, **Section 1 – Material Damage** of this Policy shall not be invalidated by any defect in any of the said alarm or detectors due to circumstances unknown to or beyond the control of the **Insured**.

5. Fireproof Doors and Shutters Condition

It is a condition precedent to the **Insurer's** liability that all fireproof doors and shutters are kept closed except during working hours and will be kept in full and effective working order.



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

6. Minimum Level of Security Condition

It is a condition precedent to the **Insurer's** liability for loss or **Damage** by **Insured Peril** Theft or attempted theft, that the **Insured** shall have in place in full and effective working order and in operation whenever the **Premises** are closed for business or left unattended the following minimum level of security or such level as is specified in the Schedule:

- a) the final exit door of the **Insured's** portion of the **Buildings** is to be fitted with either:
 - i. for timber or steel framed doors a mortice deadlock that has 5 or more levers and matching box striking plate which conform to I.S. 199:2007 or
 - ii. for timber or steel framed doors a rim latch deadlock that conforms to I.S. 199:2007
- b) all other external doors and internal doors giving access to any part of the buildings not occupied by the **Insured** are to be fitted with either:
 - i. as described in a) i. and ii. above or
 - ii. 2 key-operated security bolts for doors fitted approximately 30cm from the top and bottom of the doors respectively
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortice deadlocks
- d) all ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs, decks, balconies, fire escapes, canopies or down pipes are to be fitted with key operated window locks. This requirement does not apply to windows/skylights which are protected by solid steel bars, grilles, gates, expanded metal or weld-mesh securely fixed to the brickwork surrounding the window
- e) all manually operated roller shutters are to be secured by either:
 - i. two key operated security shutter locks with the locking mechanisms positioned as close as possible to the bottom of the shutter to prevent them from being prised up to allow entry; or
 - ii. with a closed shackle padlock conforming to Security Grade 4 of I.S. EN 12320; or
 - iii. as e) i. above together with the roller shutter manufacturer's corresponding locking bar
- f) all electrically operated doors must be secured by either:
 - i. an internal opening switch locked in the off position by means of an integral lock and/or padlock; or
 - ii. such doors are to have the power supply to the operating switch isolated at a suitable electrical power distribution board which is secured against unauthorised use; and/or
 - iii. the security level as detailed in e) above.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements. These are to be secured internally by panic bolts or fire exit bolts. Any additional devices are to be approved by the local Fire Prevention Officer.



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

7. Electrical Inspection and Testing Programme Condition

It is a condition precedent to the **Insurer's** liability that:

- a) the electrical installation at the **Premises** must be periodically inspected and tested in accordance with I.S. 10101:2020 Requirements for Electrical Installations (as amended) – or as stipulated by the **Insurer** – by an Approved Contractor, a Competent Person or a Registered Member appropriate for the type of installation
- b) on completion of such inspection and testing as required in a) above, a recognised Electro Technical Council of Ireland (ETCI) Electrical Installation Condition Report is to be issued, retained for at least 10 years and a copy provided to the **Insurer** upon request
- c) all reported defects noted in any Condition Report or guidance to the **Insured** must be remedied promptly to prevent risk and danger and within a maximum of 45 days of the inspection and testing or as agreed with the **Insurer** in writing. Where a defect poses an immediate or imminent threat to the person or the building, it must be rectified immediately by a qualified electrician or be put safely out of use until such rectification is completed. Such rectification works must be recorded, and form part of a new certificate and a report of the test should be completed by the Competent Person carrying out the test.
- d) further periodic inspection and testing must be undertaken in accordance with the recommendations of the Electrical Installation Condition Report or within five years whichever is the less, or as stipulated by the **Insurer**
- e) additional inspection and testing must be undertaken and all reported defects remedied in accordance with item c) above:
 - i. immediately following refurbishment or structural renovation work at the **Premises**
 - ii. immediately following any water damage affecting the **Premises**
- f) all portable electrical devices must be the subject of an annual PAT test in accordance with the Safety, Health and Welfare at Work (General Application) Regulations (S.I No.229 of 2007) and any subsequent amendments thereto, by a suitably qualified electrician and any devices failing such test must be immediately put out of use and removed from the **Premises**.



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

8. Flat Roof and Guttering Condition

It is a Condition precedent to the **Insurer's** liability that:

- a) any flat roof, or part thereof of the **Premises** is in a good state of repair and has been inspected at least once every two years by a competent builder or qualified property surveyor and any defect identified by that inspection is repaired immediately
- b) any guttering is checked for blockages and defects by a competent person at six monthly intervals commencing at inception or renewal of this Policy, with any remedial action required to be implemented immediately
- c) a record of all inspections must be kept by the **Insured** and must be available for inspection by the **Insurer** at any time
- d) the **Excess** payable in respect of **Damage** caused as a result of water ingress involving flat felted timber roofs is €500 or the **Excess** as shown in the Schedule, whichever is higher.

9. Removal of Waste Condition

It is a condition precedent to the **Insurer's** liability that:

- a) all oily and/or greasy waste and used cleaning cloths which remain in the **Buildings** overnight be kept in metal receptacles with metal lids and removed from the **Buildings** at least once a week
- b) all waste and refuse is swept up daily and removed completely from the **Premises** at least once a week and a record of removal is kept
- c) all combustible storage/waste in the open on the **Premises** is to be kept at least 2 metres from any of the **Insured's Buildings** at the **Premises** at any time, and kept at least 10 metres from any of the **Buildings** outside **Business Hours**.

10. Portable Heater Condition

It is a condition precedent to the **Insurer's** liability that portable heaters (other than oil filled radiators or electric fan heaters) are not used on the **Premises** unless specifically agreed by the **Insurer** and noted as such on the Schedule.

11. Smoking Condition

It is a condition precedent to the **Insurer's** liability for **Damage** caused by **Insured Perils** Fire and Explosion that:

- a) the **Insured** enforces a strict no smoking policy at the **Premises** which complies with current legislation
- b) smoking is only allowed in clearly marked specifically designated smoking areas which comply with current legislation
- c) in all designated smoking areas, metal receptacles with metal lids are provided for the safe disposal of waste smoking materials
- d) waste smoking materials being removed from the designated smoking areas are kept separate from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the **Premises**.



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

12. Composite Panel Condition

It is a condition precedent to the **Insurer's** liability in respect of any **Building** containing composite panels that:

- a) suitable fire extinguisher appliances are supplied in all cooking areas
- b) ducting, conduit wiring and hot flues are adequately protected within fire resistant sleeves where passing through composite panels
- c) at least weekly inspections are undertaken by the **Insured** to check for damage to composite panels or panel joints, with any defects found rectified without delay or replaced by a panel with a non-combustible core within 7 days
- d) no repairs are made to composite panels that involve welding, grinding, cutting or other obvious ignition sources
- e) all heat sources are kept at least 2 metres from any composite panelling or such panelling to be of a non-combustible core
- f) there is no external storage of combustible **Stock**, packaging, pallets, waste, waste skips or bins within 10 metres of the **Buildings**
- g) any work involving the application of heat must only be carried out by a qualified contractor and the **Insured** is to ensure the contractor has adequate Public Liability Insurance in force and shall confirm same through sight of the contractor's certificate of insurance. Subrogation rights against such contractor shall not be waived by the **Insured**.
- h) in respect of any work involving the application of heat in any **Building** containing composite panels, the **Insured** must ensure that such work is in strict compliance with **Section 1 – Material Damage, Use of Heat Condition**.

13. Forklift Truck Condition (Recharging of Electric Forklifts)

It is a condition precedent to the **Insurer's** liability that where forklift trucks are recharged at the **Premises**:

- a) combustible materials must be kept a minimum of 5 metres clear of the recharging area
- b) there is no recharging of forklift trucks whilst the **Premises** are left unattended
- c) in all cases the charging unit should be located against masonry or other non-combustible wall, off the floor. Charging cables should be kept off the floor during and following charging operations, by provision of suitable holders or similar devices.



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

14. Paint Spraying Condition

It is a condition precedent to the **Insurer's** liability that all spraying of paints or varnishes with a flash point below 32 degrees Centigrade is carried out by persons trained and authorised to do such work in an area enclosed by non-combustible materials with extraction to the open air and that any electrical installation including that for extraction is of flameproof design and any heating is of the black-heat type with fully enclosed elements.

It is also a condition precedent to the **Insurer's** liability that:

- a) only one day's supply of flammables is kept in the spraying area
- b) all other flammables are kept in a designated enclosed steel bin or if the stocks of same are substantial they must be kept in a store with high and low level vents to the open air or forced flameproof extraction at floor level
- c) all lighting is flameproof
- d) smoking is prohibited in the areas where processes are carried out and signs to this effect are prominently displayed
- e) an extractor fan is installed and working in the spray painting area, which must operate for at least two minutes before the start of the painting process and for at least five minutes after completion of the process
- f) all sources of ignition such as naked flame and hot surfaces are excluded from the spraying area.

15. Storage of Diesel Condition

It is a condition precedent to the **Insurer's** liability that where diesel is stored at the **Premises** it must be held for the **Insured's** own use only and not for resale in any form. All tanks must be locked with an anti-tamper box or mechanism built into the lock, around the lock or attached thereon. Key(s) must not be left in any open space or hidden for common use under any item in any open space. Key(s) must be secured in a locked, secure location.

Where keypads or access codes are used to access diesel tanks, these codes must be changed at least every 90 days.

If the Schedule shows a Sum insured for diesel in excess of €10,000 the following are conditions precedent to the **Insurer's** liability:

- a) a centrally monitored intruder alarm is in place, in operation and in working order at the time of loss
- b) tank bunding or catchpit is in place with capacity to hold at least 110% of the diesel tank's contents in case of a tank leak, split, spill or overfill
- c) there are suitable and adequate fire fighting precautions in place to safely combat any initial fire or to lessen the risk from any identified source of heat which may threaten the diesel tank(s) whilst awaiting assistance from the emergency services. This is subject to training being provided to **Employees** in preventative fire combat and risk of heat identification.



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

15. Storage of Diesel Condition - continued

Cover under **Stock** of diesel, if noted as insured in the Schedule, is restricted to **Insured Perils** Fire and Theft only. Theft cover in this instance excludes any loss that does not involve:

- i. violent forcible entry to the storage tank; and
- ii. damage caused by any person unlawfully on the **Premises**, subject also to any other conditions imposed under this Condition.

16. Storage of Combustible Materials in the Open Condition

It is a condition precedent to the **Insurer's** liability that no combustible materials are externally stored within 10 metres of the **Buildings** outside **Business Hours**.

17. Use of Heat Condition

It is a condition precedent to the **Insurer's** liability that a Hot Work Permit system is in place ensuring that the following precautions are complied with on each occasion of the use or application of heat (as defined below) taking place on or away from the **Premises**:

- a) application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers:
 - i. the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition; and in the case of work carried out overhead, the area beneath and on the same floor as such work) must be cleared of all loose combustible material and other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material
 - ii. at least 2 adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately that smoke, smouldering or flames are detected
 - iii. a fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
 - iv. blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use; and such blow lamps and blow torches must not be left unattended
 - v. a person must be appointed by the **Insured** to act as an observer to watch for signs of smoke, smouldering or flames
- b) for use of asphalt, bitumen, tar, pitch or lead heaters, the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

18. Flammables Storage Condition

It is a condition precedent to the **Insurer's** liability that:

- a) no flammable liquids or solutions are stored in excess of 20 litres
- b) all flammable liquids or solutions must be stored in metal cabinets fitted with self closing doors
- c) no more than the quantity required for one day's use to be removed from storage cabinets at any time
- d) all flammable liquids or solutions in use must be stored in metal or plastic vessels specifically constructed for the purpose, having a lid, tap or other closing device and not exceeding 5 litres in capacity and the vessels kept closed when not in use
- e) no cellulose nitrate to be used or stored.

For the purpose of this Condition, flammable means any substance with a flash point below 32 degrees Centigrade.

19. Tumble Dryer Condition

It is a condition precedent to the **Insurer's** liability that with regards to tumble dryers at the **Premises** for which the **Insured** is responsible, that the **Insured** ensures the following procedures are adhered to:

- a) all oily and/or greasy fabric materials intended for tumble drying must first have been suitably washed using an appropriate degreasing agent
- b) the **Buildings** are not to be left unattended whilst the dryers are in operation
- c) dryers are to be cleaned of waste materials such as lint after each cycle or in accordance with the manufacturer's recommendations. The waste materials must be removed and suitably disposed of and not be allowed to accumulate around the machines or laundry.
- d) all fabric materials after drying are then to be cooled by either of the following methods:
 - i. the drying machine cooling cycle
 - ii. by the items being removed and separated into individual, unstacked items to cool naturally on a non-combustible surface and to be aired for a minimum of 60 minutes before being folded
- e) dryers are not to be used immediately prior to any daily closure of the **Business**. Dryers should be completely unloaded and allowed to cool for at least 60 minutes prior to such daily closure.



Section 1 - Material Damage - continued

Conditions to Section 1 - continued

20. Walk-In Chiller/Freezer Condition

It is a condition precedent to the **Insurer's** liability that in respect of all **Buildings** which contain a walk-in chiller or freezer with composite panels, the following apply to the composite panels of such chillers or freezers:

- a) any damaged composite panels must be replaced or repaired without delay
- b) battery chargers and other items with a potential to generate heat, or whose weight could cause damage to composite panels, must not be suspended from such panels
- c) a hot work permit system must be in operation whenever heat work is to be carried out on the **Premises**
- d) all ductwork passing through composite panels must be sleeved in non-combustible material
- e) all wiring passing through composite panels must be encased in metal conduit and sealed with rubber grommets
- f) all composite panels do not have polystyrene core.

21. Chimney Sweeping, Woodburning and Open Fires Condition

Where the **Premises** includes an open fire, woodburning or multifuel stove, it is a condition precedent to the **Insurer's** liability that they are operated and cleaned in accordance with manufacturer's instructions and all:

- a) chimneys are swept by a professional chimney sweep at least every 12 months
- b) open fires are fitted with a spark guard and extinguished at the end of each working day and checked 30 minutes thereafter
- c) woodburners are fully extinguished before the **Premises** are left unattended, with guards left in a protective position
- d) fire lighters, logs or coal not in use are kept in fire resistant metal containers
- e) at least two fire extinguishers, one water and one powder are easily accessible and annually maintained.



Section 2 - Business Interruption

This Section of the Policy is operative only if stated in the Schedule.

In the event of **Damage** to the **Property** used by the **Insured** for the purposes of the **Business** carried on by the **Insured** at the **Premises** during the Period of Insurance caused solely by the **Insured Perils** under Section 1:

- a) resulting in interruption or interference with the **Business**, loss of rent receivable or
- b) which prevents the **Insured** from tracing or establishing customers' **Outstanding Debit Balances** in whole or in part as a result of the **Insured's** books of account at the **Premises** being damaged

the **Insurer** will indemnify the **Insured**:

- i. in respect of a) the amount of loss resulting from such interruption or interference provided that **Damage** so caused is damage for which payment shall have been made or liability admitted (or payment would have been made or liability admitted but for the operation of a proviso in the insurance excluding liability for losses below a specified amount) by an Insurer under any insurance covering the interest of the **Insured** in the **Property** against such loss, destruction or damage, provided that such **Damage** would not have been excluded by Section 1 of this Policy
- ii. in respect of b) the amount of loss resulting from such insured **Damage**.

The liability of the **Insurer** under this Section shall not exceed in respect of any item its Sum Insured or Limit stated in this Policy or the Schedule at the time of the event.

Clause

Reinstatement Following a Loss

The liability of the **Insurer** under this Section shall not exceed the Sum Insured or Limit remaining after deduction for any other interruption or interference resulting from **Damage** occurring during the same Period of Insurance, unless the **Insurer** has agreed to reinstate any such Sum Insured or Limit and the **Insured** shall pay the appropriate additional premium.

Basis of Settlement Clauses

1. Gross Profit

The **Insurer** will pay as indemnity to the **Insured** the amount of their loss in respect of each item stated in the Schedule as a result of loss of **Gross Profit** due to reduction in **Turnover** and/or **Increased Cost of Working**:

- a) the amount payable in respect of a reduction in **Turnover** shall be the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** (less the proceeds from any salvage sale) shall fall short of the **Standard Turnover** during the **Indemnity Period** as a result of the **Damage**
- b) the amount payable in respect of the **Increased Cost of Working** as a result of the **Damage** not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction in **Turnover** thereby avoided



Section 2 - Business Interruption - continued

Basis of Settlement Clauses – continued

1. Gross Profit – continued

less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable out of **Gross Profit** that may cease or be reduced as a result of the **Damage**, provided that adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Damage** or which would have affected the **Business** had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

2. Specified Working Expenses

If any of the working expenses of the **Business** are excluded by this Section having been deducted in arriving at the **Gross Profit**, then in calculating the amount recoverable under this Section as **Increased Cost of Working**, that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the **Specified Working Expenses**.

3. Increased Cost of Working

The **Insurer** will pay as indemnity to the **Insured** the additional expenditure necessarily and reasonably incurred with the prior written consent of the **Insurer** for the sole purpose of avoiding or diminishing the reduction in **Turnover** which, without that expenditure, would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided.

4. Outstanding Debit Balances

The amount payable by the **Insurer** in respect of **Outstanding Debit Balances** is limited to loss sustained by the **Insured** directly due to **Damage**, and the amount payable in respect of any one event shall not exceed:

- a) the difference between the **Outstanding Debit Balances** and the total of the amounts received or traced in respect thereof
- b) the additional expenditure incurred with the written consent of the **Insurer** in tracing and establishing customers' debit balances after the **Damage**.

The liability of the **Insurer** under this Basis of Settlement is limited to the Sum Insured shown in the Schedule.



Section 2 - Business Interruption - continued

Basis of Settlement Clauses – continued

5. Average

If the Sum Insured is less than the **Gross Profit** for the 12 months (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds 12 months) immediately prior to the occurrence of **Damage**, the amount payable shall be proportionately reduced after due provision has been made for the trend or variation in or other circumstances affecting or which would have affected the **Business** either before or after the **Damage**.

6. Alternative Trading

If during the **Indemnity Period** work is done or services rendered elsewhere than at the **Premises** for the benefit of the **Business** either by the **Insured** or by others on behalf of the **Insured**, the amount paid or payable in respect of such work or services shall be accounted for in arriving at the **Gross Profit** during the **Indemnity Period**.

7. Departmental

If the **Business** is conducted in departments the independent trading results of which are ascertainable, the basis of **Gross Profit** shall apply separately for each department.

8. Accountants' and Auditors' Charges

The **Insurer** will pay to the **Insured** the charges payable by the **Insured** to their professional accountants and auditors for producing and certifying any particulars or details or any other proofs, information or evidence as may be required by the **Insurer** under the terms of this Section and reporting that such particulars or details are in accordance with the **Insured's** books or documents.

9. Current Cost Accounting

For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded.

10. Value Added Tax

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

11. Payments on Account

Payments on account will be made to the **Insured** during the **Indemnity Period** if so requested, subject to appropriate adjustment at the end of the **Indemnity Period**.



Section 2 - Business Interruption - continued

Extensions to Section 2

All terms, Exclusions and Conditions of the **Insured Perils** under Section 1 and all terms, Exclusions and Conditions of Section 2 apply to these Extensions in addition to those shown below as applying to each Extension.

These extensions are operative only if **Gross Profit** is covered on the Schedule.

The liability of the **Insurer** includes loss as insured by this Section resulting from interruption or interference with the **Business** in consequence of:

1. Additional Metered Water Extension

Additional charges incurred by the **Insured** for metered water directly and solely due to an incident covered by this Section.

The amount the **Insurer** will pay will be calculated using a 90 day comparison trend, adjusted against the previous year. The **Insurer** will only pay excess water charges which are demanded by the utility undertaking subject to an aggregate maximum of €5,000 in any one Period of Insurance.

2. Denial of Access Extension

Damage from the **Insured Perils** to property within a one-mile radius of the **Premises** which prevents or hinders use of or access to the **Premises** whether the **Premises** have been damaged or not, but excluding damage to the property of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunications services. The **Insurer's** liability under this Extension will not exceed €100,000 for any one loss.

3. Accidental Failure of Public Supply including Terminal Ends Extension

Accidental failure at the premises of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunications services and up to and including the terminal ends of the public supply undertaking's feed to the **Premises** as a direct result of **Damage** from the **Insured Perils**, subject to a maximum of €100,000 for any one loss and providing the cessation of supply is for a minimum of 6 consecutive hours, excluding:

- a) atmospheric, solar or lunar conditions causing temporary interference with transmission to or from any satellite
- b) total or partial failure of the public supply occasioned by strike or locked-out workers, total or partial withdrawal of labour or total or partial cessation of work
- c) a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system.



Section 2 - Business Interruption - continued

Extensions to Section 2 - continued

4. Disease / Closure Extension

Closure of the **Premises** by Public Authorities following:

- a) the occurrence of the following diseases: Acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia Neonatorum, Paratyphoid Fever, Bubonic Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever, at the **Premises**
- b) murder or suicide at the **Premises**
- c) food poisoning or drink poisoning at the **Premises**
- d) defective sanitary arrangements or vermin or pests other than the deliberate act of any supply undertaking to withhold the supply of water at the **Premises**.

The **Insurer's** liability under this Extension shall only apply for the period beginning with the occurrence of the loss and ending no later than three months thereafter during which the results of the **Business** shall be affected in consequence of the closure. The **Insurer's** liability under this Extension will not exceed €50,000 in the aggregate in any one Period of Insurance.

5. Suppliers Extension

Damage from the **Insured Perils** at the premises of any of the **Insured's** suppliers, manufacturers or processors within the Republic of Ireland but excluding the premises of any supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunications services, subject to a maximum of €100,000 for any one loss.

6. Storage Sites Extension

Damage from the **Insured Perils** at any premises in the Republic of Ireland not in the occupation of the **Insured** where **Property** of the **Insured** is stored, subject to a maximum of €25,000 for any one loss.

7. Contract Sites Extension

Damage from the **Insured Perils** at any location in the Republic of Ireland where the **Insured** is carrying out a contract, subject to a maximum of €25,000 for any one loss.



Section 2 - Business Interruption - continued

Extensions to Section 2 - continued

8. Obsolete Stock Extension

The depreciation in the value of **Stock**:

- i. at the **Insured's Premises**; and
- ii. which at the time of **Damage** is undelivered and which the **Insured** is either under contract for or which the **Insured** is obliged for reasons of commercial expediency to accept from the **Insured's** supplier

which would have been used by the **Insured's Business** during the **Indemnity Period**, but its use was delayed or abandoned due to an interruption or interference covered by this Section.

The **Insurer** will not cover more than:

- a) the cost of purchasing **Stock**, less its salvage value and the amount payable under any property damage policy in respect of such **Damage**; or
- b) the penalty the **Insured** would have been legally liable to pay if the **Stock** had not been accepted from the supplier.

The **Insurer's** liability under this Extension will not exceed €50,000 in the aggregate in any one Period of Insurance.

9. Fines and Damages Extension

The **Insured's** legal liability to pay fines or damages, to the extent legally insurable, arising solely as a direct result of an incident covered by this Section which caused the **Insured** to be unable to complete orders placed by the **Insured's** customer, which had existed at the time the incident gave rise to the interruption.

The **Insurer's** liability under this Extension will not exceed €50,000 in the aggregate in any one Period of Insurance.



Section 2 - Business Interruption - continued

Exclusion to Section 2

The **Insurer** shall not be liable under this Section for loss arising directly or indirectly from erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

Condition to Section 2

Debit Recording and Storage

On a monthly basis the **Insured** shall record the total amount of **Outstanding Debit Balances** as set out in business books of account and such record shall be kept elsewhere than the **Insured's Premises**.



Section 3 - Public and Products Liability

This Section of the Policy is operative only if stated in the Schedule.

Sub-Section 3A – Public Liability

In the event of accidental:

- a) **Injury** to any person
- b) physical loss of or physical damage to material property
- c) loss of amenities, nuisance, trespass or interference with any right of way, light, air or water

occurring during the Period of Insurance and arising out of ownership of the **Premises** or in the course of the **Business** within the *Territorial Limits*, the **Insurer** will indemnify the **Insured** in respect of all sums which the **Insured** becomes legally liable to pay as compensation and claimant's costs and expenses.

The **Insurer** will also pay **Legal Costs** and **Solicitors' Fees** which are included within the Limit of Indemnity.

Limit of Indemnity

The liability of the **Insurer** under this Section for compensation in respect of:

- a) one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- b) all **Pollution or Contamination** which is deemed to have occurred during any Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule.

Where indemnity is provided by this Section for liability in respect of occurrences in the United States of America or Canada or their dependencies or trust territories, the Limit of Indemnity stated in the Schedule shall be the maximum amount payable and due by the **Insurer** inclusive of all costs and expenses.

Sub-Section Definition

Territorial Limits

- a) Republic of Ireland
- b) elsewhere in the world other than the United States of America or Canada or their dependencies or trust territories in respect of temporary non-manual work undertaken by the **Insured** or any **Employee** ordinarily resident in the Republic of Ireland, provided that any action for compensation is brought in a court of law within the Republic of Ireland, the United Kingdom or any other member country of the European Union.



Section 3 - Public and Products Liability - continued

Exclusions to Sub-Section 3A

The indemnity granted under this Sub-Section shall not apply to:

1. **Fines, Liquidated Damages or Penalties Exclusion**

Liability in respect of liquidated damages, fines, penalties, exemplary, punitive, aggravated or multiplied damages or prosecution costs awarded.

2. **Injury to Employees Exclusion**

Liability to any **Employee** for **Injury** arising out of and in the course of their employment or engagement of such person by the **Insured**.

3. **Property in the Insured's Custody or Control Exclusion**

Physical loss of or damage to:

- a) property belonging to the **Insured** or in the **Insured's** custody or under the **Insured's** control or that of any **Employee** (other than property belonging to the **Insured's** visitors, directors, partners or **Employees**)
- b) that part of any **Property** on which the **Insured** or any of the **Insured's Employees** or agents are or have been working where the physical loss or damage results from such work.

4. **Deliberate Acts Exclusion**

Liability caused by or arising from any deliberate act or omission by or on behalf of any person claiming indemnity under this Sub-Section and which could reasonably have been expected of such person having regard to the nature and circumstances of such act or omission.

5. **Contractual Liability Exclusion**

Liability which attaches solely or exclusively because of a contract or agreement but which would not have attached in the absence of such contract or agreement.

6. **Advice and Design Exclusion**

Liability caused by or arising from advice, design, formula, specification, inspection, certification or testing provided by or on behalf of the **Insured** for a fee or in circumstances where a fee would normally be charged.

7. **North American Risks Exclusion**

Liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction.



Section 3 - Public and Products Liability - continued

Exclusions to Sub-Section 3A - continued

8. Drones, Aircraft, Hovercraft and Watercraft Exclusion

Liability caused by or arising from the ownership, possession or use by or on behalf of the **Insured** of any drone, aircraft, hovercraft or watercraft (other than watercraft eight metres in length or less).

9. Mechanically Propelled Vehicles Exclusion

Liability caused by or arising from the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle (or trailer attached to it), if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.

10. Products Supplied Exclusion

Liability caused by or arising from or in respect of **Products Supplied**.

11. Hazardous Locations, Height and Depth and Manual Work Away (other than Loading and Unloading) Exclusion

Liability caused by or arising:

- a) in connection with any manual work on or in:
 - i. docks, harbours, piers, wharves, railways or railway installations
 - ii. watercraft
 - iii. chemical or petrochemical works, oil or gas refineries or storage facilities
 - iv. aircraft, airports, airfields or aerospace systems
 - v. power stations
 - vi. any installations where nuclear processing is undertaken
 - vii. towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries
 - viii. underground or underwater locations
- b) directly or indirectly from or in consequence of work undertaken by any person employed at a height above 5 metres from the surrounding floor or ground level or at a depth more than 0.5 metres below ground level
- c) from any manual work away from the **Premises** other than loading and unloading.



Section 3 - Public and Products Liability - continued

Exclusions to Sub-Section 3A - continued

12. Component Building Material Exclusion

Liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

13. Terrorism Exclusion

Notwithstanding General Exclusion 2 a), the **Insurer** will not indemnify the **Insured** in respect of any liability under this Sub-Section arising out of **Terrorism**.

14. Heat Work Away Exclusion

Liability caused by or arising from the use of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or other spark emitting equipment or any blow lamp or blow torch or other equipment producing a naked flame away from the **Premises**.

15. Libel, Slander, Defamation and Copyright Infringement Exclusion

Liability caused by or arising directly or indirectly from:

- a) actual or alleged acts of libel, slander or defamation
- b) slander of title of goods or other injurious falsehood
- c) wrongful misrepresentation
- d) copyright infringement.



Section 3 - Public and Products Liability - continued

Exclusions to Sub-Section 3A - continued

16. PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) Absolute Exclusion

Any liability caused by or arising directly or indirectly from or in any way connected with PFAS losses as defined within this Exclusion.

This Section does not provide any liability for:

1. Any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS.
2. Any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to PFAS, including but not limited to any of the following conducts:
 - a) actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS-containing products or materials
 - b) design, manufacture, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials
 - c) testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to or assessing the effects of PFAS-containing products or materials
 - d) failure to report any PFAS-containing products or materials to authorities
 - e) failure to warn of potential consequences arising from, or the inadequacy of any warning relating to any of the conducts described in a) to d) above.

If the **Insurer** alleges that this Exclusion applies to any claim under this Section, the burden of proving the contrary shall be upon the **Insured**.

For the purpose of this Exclusion, PFAS means Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - i. perfluorinated methyl group (-CF₃); or
 - ii. perfluorinated methylene group (-CF₂-); or
- b) any breakdown of any organic molecule, salt, free radical or ion, or the composition thereof
- c) any goods, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances
- d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.



Section 3 - Public and Products Liability - continued

Exclusions to Sub-Section 3A – continued

18. Burning of Waste Exclusion

Liability caused by or arising directly or indirectly from the burning of waste either at or away from the **Insured's Premises**.

19. Firework and Bonfire Exclusion

Liability caused by or arising directly or indirectly from or in consequence of any firework displays or bonfires.

20. Fairground Rides, Amusements, Trampolines, Inflatable Play Equipment and Pyrotechnics Exclusion

Liability caused by or arising directly or indirectly from or in consequence of the use of mechanical fairground amusements, rides, bouncy castles, trampolines or other inflatable play equipment or pyrotechnics.



Section 3 - Public and Products Liability - continued

Extensions to Sub-Section 3A

1. Indemnity to Other Parties Extension

If the **Insured** so requests, and the **Insurer** agrees, the **Insurer** will indemnify the following parties:

- a) any officer or committee member or other member of the **Insured's** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Sub-Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Sub-Section
- c) any **Principal** for whom the **Insured** has agreed to execute work under contract or agreement against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** is legally liable and would have been entitled to indemnity under this Sub-Section if the claim had been made against the **Insured**
- d) any partner, director or senior officials of the **Insured** in respect of private work undertaken by any **Employee** for that partner, director or senior official
- e) the legal personal representatives of any deceased person who was entitled to claim indemnity under this Sub-Section in respect of liability incurred by that person.

Provided that:

- i. each such party shall observe, fulfil and be subject to the terms and Conditions of this Sub-Section insofar as they can apply
- ii. the **Insurer's** combined or accumulative liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule
- iii. such persons are not entitled to indemnity under any other policy covering such liability.

2. Cross Liabilities Extension

Where the **Insured** comprises more than one party, the **Insurer** shall treat each party as the **Insured** as if a separate Policy had been issued to each, provided that the **Insurer's** combined or accumulative liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule.



Section 3 - Public and Products Liability - continued

Extensions to Sub-Section 3A - continued

3. Court Attendance Compensation Extension

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Sub-Section and with the **Insurer's** agreement up to a maximum of €250 per day per person.

4. Leased and Rented Premises Extension

The **Insurer** will indemnify the **Insured** for legal liability arising from physical loss or damage to **Premises** leased or rented to the **Insured** in connection with the **Insured's Business**.

5. Wrongful Arrest Extension

The **Insurer** will indemnify the **Insured** for legal liability to pay compensation together with costs and expenses following any charge of wrongful arrest or malicious prosecution made against the **Insured** during the Period of Insurance in respect of any allegation of theft or the improper conduct by any person (other than the **Insured's Employees**) at the **Premises**.

6. Overseas Personal Liability Extension

The **Insurer** will indemnify the **Insured** and if the **Insured** so requests any director or partner of the **Insured** or any **Employee**, or spouse or civil partner of such person, against legal liability incurred in a personal capacity whilst temporarily outside the Republic of Ireland in connection with the **Business**.

The indemnity shall not apply to legal liability:

- a) arising out of ownership or occupation of land and buildings
- b) in respect of which any person referred to above is entitled to indemnity under any other insurance
- c) arising out of the ownership, possession or use of any motor vehicle.

7. Motor Contingent Liability Extension

The **Insurer** will indemnify the **Insured** against legal liability arising out of the use of any motor vehicle in the course of the **Business** anywhere in the Republic of Ireland.

Provided that the **Insurer** shall not be liable for:

- a) any vehicle owned or provided by the **Insured** or any **Principal** for whom the **Insured** is working or any subcontractor acting for or on behalf of the **Insured**
- b) damage to such vehicle or to goods conveyed in or on it
- c) any vehicle being driven by the **Insured**
- d) any vehicle being driven by any person who to the knowledge of the **Insured** or of the **Insured's** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- e) in respect of which the **Insured** is entitled to indemnity under any other insurance.



Section 3 - Public and Products Liability - continued

Extensions to Sub-Section 3A - continued

8. Vehicles Used as a Tool of Trade Extension

The **Insurer** will indemnify the **Insured** in respect of legal liability arising out of:

- a) the use in connection with the **Insured's Business** of any mechanically propelled vehicle (or trailer attached to it) as a tool of trade
- b) the loading or unloading of or bringing of a load to or taking of a load from any vehicle, machine or trailer.

Excluding liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle or for which indemnity is available under any other insurance.

9. Sudden and Unintended Pollution or Contamination Extension

The **Insurer** will indemnify the **Insured** in respect of legal liability arising out of **Injury** or loss of or damage to property caused solely by **Pollution or Contamination**:

- a) which results from a sudden, identifiable, unintended and unexpected incident and
- b) such incident occurs entirely at a single, specific and identified time and place while the Policy remains in force.

Provided that:

- i. all **Pollution or Contamination** which arises out of any one incident will be deemed to have happened at the time such incident takes place
- ii. the **Insurer** will not indemnify the **Insured** against liability in respect of **Pollution or Contamination** happening anywhere in the United States of America or Canada
- iii. the total liability of the **Insurer** for compensation will not exceed the Limit of Indemnity stated in the Schedule applicable to this Sub-Section for this additional cover and for any claim otherwise payable under this Sub-Section arising from the same source or original cause.

10. Defective Premises Act Extension

The **Insurer** will indemnify the **Insured** in respect of any legal liability incurred by the **Insured** during the Period of Insurance under the terms of any legislation equivalent to the United Kingdom Defective Premises legislation, in connection with any business premises or land which have been disposed of by the **Insured**, provided that the **Insurer** shall not be liable:

- a) for the cost of remedying any defect or alleged defect in the premises disposed of
- b) if the **Insured** is entitled to indemnity from any other source.



Section 3 - Public and Products Liability - continued

Extensions to Sub-Section 3A - continued

11. Safety, Health and Welfare at Work – Legal Defence Costs Extension

Following an incident likely to give rise to an indemnified claim under this Sub-Section, the **Insurer** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee**, against **Legal Costs** incurred in defending prosecutions for a breach of the 2007 Safety Health and Welfare at Work (General Application) Regulations (or as subsequently amended), committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay the **Legal Costs** incurred with its prior written consent in appealing against any judgement given.

This indemnity shall not apply to the payment of fines or penalties or prosecution costs awarded.

12. Data Protection Act Extension (Claims Made Basis)

The **Insurer** will indemnify the **Insured** in respect of liability arising out of damage and distress but not **Injury** under Article 82 of the EU General Data Protection Regulation and Section 117 of the Data Protection Act 2018 or any subsequent legislation.

Provided that:

- a) the liability arises from data for which the **Insured** is registered under the Regulation or Act and the **Insured** has taken all reasonable care to comply with the requirements of the Regulation or Act
- b) the **Insured** is not in business as a Computer Bureau
- c) the **Insured** does not supply data for a fee other than to a data subject
- d) a claim is first made against the **Insured** and notified to the **Insurer** during the Period of Insurance
- e) the **Insurer** will not indemnify the **Insured** in respect of:
 - i. any liability caused by or arising from any act, incident, error or omission occurring prior to the inception date of this Extension
 - ii. the cost of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data
 - iii. liability caused by or arising from a deliberate or intentional act or omission by the **Insured** or any other party entitled to an indemnity under this insurance, the effect of which will knowingly result in liability under the Regulation or Act
 - iv. claims which arise out of circumstances notified to previous Insurers or are known to the **Insured** at the inception of this insurance
 - v. liability for which indemnity is provided under any other insurance
 - vi. any claim or claims made by or on behalf of any of the **Insured's** directors or **Employees** in connection with employment in the **Business**
 - vii. the payment of fines or penalties or prosecution costs awarded.



Section 3 - Public and Products Liability - continued

Extensions to Sub-Section 3A - continued

13. Movement of Obstructing Vehicles Extension

Where any vehicle is causing an obstruction and interfering with the obtaining of access to or exit from the **Premises**, the **Insurer** will indemnify the **Insured** in respect of liability arising out of accidental **Injury** or accidental loss of or damage to property arising from the movement of such vehicle by the **Insured** or any **Employee** with the **Insured's** general consent, or the application of a wheel clamp to the vehicle, provided that:

- a) if such obstructing vehicle is being moved on a road within the meaning of the Road Traffic Acts, such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from the **Premises**
- b) if a wheel clamp is attached to a vehicle, a bold warning notice to this effect will be attached to the windscreen of such vehicle.

Excluding liability for which compulsory insurance or security is required for motor vehicles under any legislation governing such vehicles or for which indemnity is available under any other insurance.



Section 3 - Public and Products Liability - continued

Conditions to Sub-Section 3A

1. Accident Log and Retained Evidence Condition

It is a condition precedent to any liability of the **Insurer** that all accidents and incidents about which the **Insured** is informed are recorded in an accident log which is retained and made available to the **Insurer** on request.

The record to include details of the alleged injured party/parties and names and contact details of witnesses (including **Employees**) who may be in a position to give evidence. The **Insured** must also retain any witness statements and any CCTV footage of the area at the time of the alleged incident occurring.

2. Discharge of Liability Condition

The **Insurer** may at any time pay to the **Insured** in connection with one occurrence or all occurrences of a series consequent on or attributable to one source or original cause:

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such occurrence or occurrences arising can be settled, less any sum or sums already paid as compensation, claimant's costs and expenses, **Legal Costs** and **Solicitors' Fees** recoverable prior to the date of such payment.

On payment, the **Insurer** shall relinquish the conduct and control of and be under no further liability whatsoever to the **Insured** in connection with such occurrence or occurrences, except for the payment of costs and expenses incurred prior to the date of such payment.

3. Other Insurances Condition

If any claim under this Sub-Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source, the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Sub-Section not been effected.



Section 3 - Public and Products Liability - continued

Sub-Section 3B – Products Liability

This Sub-Section applies only to *Occurrences* happening during the Period of Insurance and notified to the **Insurer** in accordance with the relevant terms and Conditions, unless stated otherwise. Cover under this Sub-Section is based on the limitation of the terms and conditions for the Irish International Freight Association.

Sub-Section Definitions

For the purpose of this Sub-Section, the following definitions are applicable:

Occurrence(s)

Shall mean any loss, event, incident or accident, or series of losses, events, incidents or accidents arising out of, consequent upon or directly or indirectly attributable to one source or original cause or common underlying causes, whether or not occurring at the same time or location.

Personal Injury

Shall mean:

- a) false arrest, false detention, false imprisonment
- b) malicious prosecution
- c) invasion of privacy
- d) wrongful entry, wrongful eviction, interference with the right of private occupancy.

Advertising Injury

Shall mean:

- a) infringement of copyrighted advertising materials, titles or slogans
- b) misappropriation of advertising ideas or style of doing business
- c) oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods, products supplied or services
- d) oral, broadcast, telecast or written publication of material that violates an individual's right of privacy
- e) plagiarism or misappropriation of advertising ideas or style of doing business

in the course of advertising the **Insured's** goods, **Products Supplied** or services; however the **Insurer** will not be liable for:

- i. the oral, broadcast, telecast or written publication of material whose first publication took place before the inception of the Period of Insurance
- ii. the failure of goods, products or services to conform with advertised quality or performance
- iii. the incorrect description or mistake in advertised price of goods, **Products Supplied** or services sold, offered for sale or advertised



Section 3 - Public and Products Liability - continued

Sub-Section Definitions - continued

Advertising Injury - continued

- iv. the infringement of registered trademarks, patents, registered designs, service marks or trade names (other than infringement of copyrighted advertising materials, titles or slogans)
- v. the breach of contract (other than liability for unauthorised misappropriation of advertising ideas based upon breach or alleged breach of an implied contract)
- vi. the advertising activities undertaken on behalf of another party by the **Insured** engaged in the business of advertising or undertaken for a fee
- vii. any offence committed by the **Insured** whose **Business** is advertising, broadcasting, publishing or telecasting
- viii. *Advertising Injury* in the United States of America or Canada or any territory within their jurisdiction.

Financial Loss

Shall mean a pecuniary loss or expense sustained by any customer who is in receipt of **Products Supplied** by the **Insured**, resulting from the defective or harmful condition of such **Products Supplied** or their failure or any part thereof to perform the function for which they were supplied under the law of Tort, but this shall not extend to any such loss or expense arising under the law of contract, unless also recoverable in the absence of such contract under the law of Tort.

Retroactive Date

Shall mean the date from which the **Insured** has continuously maintained in force a policy of insurance covering *Financial Loss*.

Insuring Clause

The **Insurer** shall indemnify the **Insured** in respect of:

1. the **Insured's** legal liability to third parties to pay damages in respect of:
 - a) accidental **Injury** to any person other than the **Insured**
 - b) accidental damage to property
 - c) accidental *Personal Injury*
 - d) unintentional *Advertising Injury*
 - e) accidental nuisance, trespass or interference with any easement, right of air, light, water or way



Section 3 - Public and Products Liability - continued

Insuring Clause - continued

2. claimant's costs and expenses arising in respect of any claim against the **Insured** which may be the subject of indemnity under this Sub-Section
3. **Legal Costs** in connection with the defence of any claim
4. **Solicitors' Fees** in respect of any alleged breach of statutory duty resulting in **Injury**

occurring anywhere in the world during the Period of Insurance and which arise in connection with the **Insured's Products Supplied**, but excluding any claim arising out of **Pollution or Contamination**.

Limit of Indemnity

Irrespective of the number of parties entitled to indemnity, or the number of claimants, the **Insurer's** liability under the Products Liability Insuring Clauses 1, 2 and 4 of this Sub-Section, including all Extensions, in respect of or arising from one claim or a series of claims against the **Insured** arising out of one *Occurrence* under this Sub-Section and in the annual aggregate for all *Occurrences* during one Period of Insurance, shall not exceed the Limit of Indemnity specified in the Policy Schedule.

Legal Costs

Legal Costs shall be paid in addition to the Limit of Indemnity specified in the Policy Schedule.

However, in respect of any claim brought in the United States of America or Canada or any territory within their jurisdiction under this Sub-Section, **Legal Costs** shall be payable as part of, and not in addition to, the applicable Limit of Indemnity specified in the Policy Schedule.

Except where the Limit of Indemnity is inclusive of **Legal Costs**, if payment exceeding the Limit of Indemnity has to be made to dispose of a claim, the **Insurer's** liability to pay all **Legal Costs** shall be limited to such proportion of the said **Legal Costs** as the Limit of Indemnity bears to the total amount to be paid to dispose of the claim.



Section 3 - Public and Products Liability - continued

Exclusions to Sub-Section 3B

The following Exclusions apply to this Sub-Section only, in addition to the General Policy Exclusions.

1. Products Supplied Exclusion

The **Insurer** shall not be liable under this Sub-Section of the Policy in respect of any loss based on, arising out of or in any way connected to any **Products Supplied** which:

- a) to the knowledge of the **Insured** are sold, supplied, erected, repaired, altered, treated or installed by the **Insured**, in or for delivery or use in the United States of America or Canada or any territory within their jurisdiction
- b) are sold, supplied, erected, repaired, altered, treated or installed in or for use in or on, any aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes
- c) are in the possession of or under the control of the **Insured**.

2. PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) Absolute Exclusion

The **Insurer** shall not be liable for any liability caused by or arising directly or indirectly from or in any way connected with PFAS losses as defined within this Exclusion. This Section does not provide any liability for:

1. Any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS.
2. Any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to PFAS, including but not limited to any of the following conducts:
 - a) actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials
 - b) design, manufacture, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials



Section 3 - Public and Products Liability - continued

Exclusions to Sub-Section 3B - continued

2. PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) Absolute Exclusion - continued

- c) testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to or assessing the effects of PFAS-containing products or materials
- d) failure to report any PFAS-containing products or materials to authorities
- e) failure to warn of potential consequences arising from, or the inadequacy of any warning relating to any of the conducts described in a) to d) above.

If the **Insurer** alleges that this Exclusion applies to any claim under this Section, the burden of proving the contrary shall be upon the **Insured**.

For the purpose of this Exclusion, PFAS means Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - i. perfluorinated methyl group (-CF₃); or
 - ii. perfluorinated methylene group (-CF₂-); or
- b) any breakdown of any organic molecule, salt, free radical or ion, or the composition thereof
- c) any goods, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances
- d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.



Section 3 - Public and Products Liability - continued

Extensions to Sub-Section 3B

Notwithstanding any Exclusion to the contrary, the following Extensions of cover shall apply, subject to the Limits, terms and Conditions of this Sub-Section of the Policy. For the avoidance of doubt, the insurance provided under these Extensions shall be subject to the applicable Sub-Limits, if any, as specified. Unless otherwise stated in the Policy Schedule, all Extensions shall be inclusive within any Limit stated for this Sub-Section.

1. Financial Loss Extension

This Extension applies on a Claims Made basis.

This Sub-Section is extended to indemnify the **Insured** for all sums which the **Insured** shall become legally liable to pay and **Legal Costs** arising out of any claim, for accidental *Financial Loss* first made against the **Insured** during the Period of Insurance and notified to the **Insurer** within thirty days after expiry of the Period of Insurance, in connection with the **Business**.

The liability of the **Insurer** under this Extension shall not exceed €250,000 for any one claim and in the aggregate for all claims in any one Period of Insurance.

However, the indemnity granted by the Extension shall not apply in respect of any of the following:

1. the **Excess** as stated in the Policy Schedule
2. liability which attaches solely because of a contract or agreement
3. liability arising out of or in connection with delays, strikes or labour disturbances
4. any *Financial Loss* sustained outside the Republic of Ireland
5. liability caused by or arising from an act of fraud or dishonesty by the **Insured**
6. liability arising out of the failure by the **Insured** to meet delivery dates and/or complete any work on time
7. claims brought by an **Insured** against another parent or subsidiary of the **Insured**
8. any claim or circumstances known to the **Insured** prior to the inception of this Policy and which the **Insured** knew or should reasonably have assumed might result in a claim
9. liability, where the circumstances giving rise to *Financial Loss* occurred or are alleged to have occurred prior to the *Retroactive Date* specified in the Policy Schedule
10. any expense incurred for the withdrawal, inspection, repair or replacement of **Products Supplied**
11. fines, penalties, liquidated damages or payment to any statutory authority arising out of the enforcement of statutory requirements or the performance of statutory duties
12. **Injury** or damage to **Property** which would otherwise be a matter for indemnity under this Policy
13. passing off or infringement of any patent, copyright, design, trademark, trade name or of any intellectual property right.



Section 3 - Public and Products Liability - continued

Extensions to Sub-Section 3B - continued

2. Vendors – Additional Insured Extension

The Policy shall automatically include as an additional **Insured** any vendor with whom the **Insured** is required by contract or agreement to provide insurance in respect of the distribution or sale of the **Products Supplied** in the regular course of the vendor's business.

However, the indemnity granted by the Extension shall not apply to legal liability arising from:

1. any express warranty not authorised by the **Insured**
2. any physical or chemical changes to the **Products Supplied**, packaging or labelling not authorised by the **Insured**
3. any **Products Supplied** which after sale or distribution by the **Insured** have been labelled or relabelled or used as a container, part or ingredient of any other product by or for the vendor
4. any liability other than arising out of the **Insured's** negligence
5. any failure by the vendor to conduct agreed or usual testing or inspection of the **Products Supplied**
6. any **Products Supplied** which to the knowledge of the **Insured** are distributed by any vendor in the United States of America or Canada or any territory within their jurisdiction.

3. Cross Liabilities Extension

Where the **Insured** comprises more than one party, the **Insurer** shall treat each party as the **Insured** as if a separate Policy had been issued to each, provided that the **Insurer's** combined or accumulative liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule.

4. Compensation for Court Attendance Extension

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Sub-Section and with the **Insurer's** agreement up to a maximum of €250 per day per person.



Section 4 - Employers' Liability

This Section of the Policy is operative only if stated in the Schedule.

Insuring Clause

In the event of **Injury** to any **Employee** or working partner of the **Insured** caused during the Period of Insurance and arising out of and in the course of their employment by the **Insured** in connection with the **Insured's Business** within the *Territorial Limits*, the **Insurer** will indemnify the **Insured** against all sums that the **Insured** becomes legally liable to pay as compensation and claimant's costs and expenses in respect of such **Injury**.

The **Insurer** will also pay **Legal Costs** and **Solicitors' Fees** which are included within the Limit of Indemnity.

Limit of Indemnity

The liability of the **Insurer** under this Section for compensation and claimant's costs and expenses (and **Legal Costs** and **Solicitors' Fees**) in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule.

Section Definition

Territorial Limits

- a) the **Territorial Limits** stated in the General Policy Definitions
- b) elsewhere in the world other than the United States of America or Canada or their dependencies or trust territories, in respect of temporary non-manual work undertaken by the **Insured** or any **Employee** ordinarily resident in the Republic of Ireland, provided that any action for compensation is brought in a court of law within the Republic of Ireland, the United Kingdom or any other member country of the European Union.



Section 4 - Employers' Liability - continued

Conditions to Section 4

1. Accident Log and Retained Evidence Condition

It is a condition precedent to any liability of the **Insurer** that all accidents and incidents about which the **Insured** is informed are recorded in an accident log which is retained and made available to the **Insurer** on request.

The record to include details of the alleged injured party/parties and names and contact details of witnesses (including **Employees**) who may be in a position to give evidence. The **Insured** must also retain any witness statements and any CCTV footage of the area at the time of the alleged incident occurring.

2. Manual Handling Training Condition

It is a condition precedent to any liability of the **Insurer** that all **Employees** have undertaken manual handling training to a standard acceptable to comply with the Safety, Health and Welfare at Work, (General Applications) Regulations 2007 and that evidence of this is retained and made available to the **Insurer** on request.

3. Discharge of Liability Condition

The **Insurer** may at any time pay to the **Insured** in connection with one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

- a) the amount of the Limit of Indemnity or
- b) any lesser amount for which such occurrence or occurrences arising can be settled, less any sum or sums already paid as compensation, claimant's costs and expenses, **Legal Costs** and **Solicitors' Fees** recoverable prior to the date of such payment.

On payment, the **Insurer** shall relinquish the conduct and control of and be under no further liability whatsoever to the **Insured** in connection with such occurrence or occurrences, except for the payment of costs and expenses incurred prior to the date of such payment.

4. Other Insurances Condition

If any claim under this Section is also covered in whole or in part by any other insurance or by an indemnity from any other source, the liability of the **Insurer** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected.

5. Certificate of Employers' Liability Insurance Condition

If this Policy or Section is cancelled, any Certificate of Employers' Liability Insurance is similarly cancelled from the same date.



Section 4 - Employers' Liability - continued

Conditions to Section 4 - continued

6. Personal Protective Equipment Condition

It is a condition precedent to the **Insurer's** liability that:

- a) all **Employees** are trained fully in the use of and made aware of the dangers of not using personal protective equipment
- b) all necessary, suitable and adequate personal protective equipment is provided
- c) a training register is maintained which demonstrates that **Employees** have received all necessary and appropriate training and are fully conversant with the way in which to access and use such personal protective equipment
- d) the training register must be signed by all **Employees** to demonstrate training completion.

Exclusions to Section 4

The following Exclusions apply to this Section only, in addition to the General Policy Exclusions.

There will be no indemnity under this Section for:

1. Work on Offshore Installations Exclusion

Liability in respect of **Injury** to any **Employee** who is working in or on any **Offshore Installation** or any support vessel for any **Offshore Installation** or whilst in transit to or from any **Offshore Installation** or support vessel.

2. Indemnity for Directors, Partners and Employees Exclusion

Liability incurred by of any of the **Insured's** directors, partners or **Employees** for which the **Insured** would not have been entitled to indemnity if the claim had been made against the **Insured**.

3. Fines, Liquidated Damages or Penalties Exclusion

Liability in respect of fines, liquidated damages, penalties, exemplary, punitive, aggravated or multiplied damages or prosecution costs awarded.



Section 4 - Employers' Liability - continued

Exclusions to Section 4 - continued

4. Mechanically Propelled Vehicles Exclusion

Liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any domestic road traffic legislation to be the subject of compulsory insurance or other security.

5. Hazardous Locations, Height and Depth and Manual Work Away (other than Loading and Unloading) Exclusion

Liability caused by or arising:

- a) in connection with any manual work on or in:
 - i. docks, harbours, piers, wharves, railways or railway installations
 - ii. watercraft
 - iii. chemical or petrochemical works, oil or gas refineries or storage facilities
 - iv. aircraft, airports, airfields or aerospace systems
 - v. power stations
 - vi. any installations where nuclear processing is undertaken
 - vii. towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, tunnels, flyovers, dams, motorways, quarries, mines or collieries
 - viii. underground or underwater locations
- b) directly or indirectly from or in consequence of work undertaken by any person employed at a height above 5 metres from the surrounding floor or ground level or at a depth more than 0.5 metres below ground level
- c) from any manual work away from the **Premises** other than loading and unloading.

6. Terrorism Exclusion

Notwithstanding General Exclusion 2 a), the **Insurer** will not indemnify the **Insured** in respect of any liability arising under this section arising out of **Terrorism**.



Section 4 - Employers' Liability - continued

Extensions to Section 4

1. Indemnity to Other Parties Extension

If the **Insured** so requests, and the **Insurer** agrees, the **Insurer** will indemnify the following parties:

- a) any officer or committee member or other member of the **Insured's** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Section
- c) any **Principal** for whom the **Insured** has agreed to execute work under contract or agreement, against liability arising out of the performance of such work by the **Insured** and in respect of which the **Insured** is legally liable and would have been entitled to indemnity under this Section if the claim had been made against the **Insured**, but only so far as concerns liability to an **Employee**
- d) any partner, director or senior officials of the **Insured** in respect of private work undertaken by any **Employee** for that partner, director or senior official
- e) the legal personal representatives of any deceased person who was entitled to claim indemnity under this Section in respect of liability incurred by that person.

Provided that:

- i. each such party shall observe, fulfil and be subject to the terms and Conditions of this Section insofar as they can apply
- ii. the **Insurer's** combined or accumulative liability to the **Insured** and all the parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule
- iii. such persons are not entitled to indemnity under any other policy covering such liability.

2. Contractual Liability Extension

Where any contract or agreement entered into by the **Insured** so requires, the **Insurer** will indemnify the **Insured** in respect of liability assumed by the **Insured** by virtue of such contract or agreement, but only in so far as concerns liability to an **Employee**.

3. Cross Liabilities Extension

Where the **Insured** comprises more than one party, the **Insurer** shall treat each party as the **Insured** as if a separate Policy had been issued to each, provided that the **Insurer's** combined or accumulative liability to the **Insured** and all parties indemnified shall not exceed in total the Limit of Indemnity stated in the Schedule.



Section 4 - Employers' Liability - continued

Extensions to Section 4 - continued

4. Court Attendance Compensation Extension

The **Insurer** will indemnify the **Insured** for the costs of attendance at court to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Insurer's** agreement, up to a maximum of €250 per day per person.

5. Unsatisfied Court Judgements Extension

In the event of a judgement for damages being obtained by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** caused to the **Employee** during any Period of Insurance and occurring in connection with the **Business**, against any person or company operating from premises in the **Territorial Limits**, in any court situate in these territories, and remaining unsatisfied in whole or in part six months after the date of such judgement, the **Insurer** will at the **Insured's** request pay to the **Employee** or the personal representatives of the **Employee**, the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this Extension, the **Employee** or the personal representatives of the **Employee** shall assign the judgement to the **Insurer**.

6. Temporary Employees Extension

If the basis of this Policy for the purpose of this Section is annual wage roll, then any person or persons employed by the **Insured** on a temporary basis must be included in the **Insured's** estimates and declarations of annual wage roll.

If the basis of this Policy for the purpose of this Section is **Vehicle** numbers or **Employee** numbers, then the **Insurer** will agree to cover persons temporarily employed by the **Insured**, as may be required from time to time for the purpose of continuity of the working of the **Insured's Business**. This cover extension is only deemed to apply on the basis that full **Vehicle** numbers (working non-private **Vehicles** of any nature) owned, hired, leased, rented or borrowed (on a long term or regular basis) by the **Insured** are declared in full at inception of this Policy and the **Insured** keeps the **Insurer** updated on **Vehicle** numbers held as appropriate throughout the Policy period. Should the **Insured** possess any additional **Vehicles** or employ any regular additional **Employees** above the number(s) declared at inception or during the Policy period that are not agreed by the **Insurer**, this allowance for temporary **Employees** is deemed not to apply.

It is a condition of this Extension that all temporary **Employees** must be paid in a manner that is clear and traceable and can be proven upon request.

Please refer to the Schedule for the basis of this Policy.



Section 4 - Employers' Liability - continued

Extensions to Section 4 - continued

7. Safety, Health and Welfare at Work – Legal Defence Costs Extension

Following an incident likely to give rise to an indemnified claim under this Sub-Section, the **Insurer** will indemnify the **Insured** and at the **Insured's** request any director or partner of the **Insured** or any **Employee**, against **Legal Costs** incurred in defending prosecutions for a breach of the 2007 Safety Health and Welfare at Work (General Application) Regulations (or as subsequently amended), committed or alleged to have been committed in the course of the **Business** during the Period of Insurance. The **Insurer** will also pay the **Legal Costs** incurred with its prior written consent in appealing against any judgement given.

This indemnity shall not apply to the payment of fines or penalties or prosecution costs awarded.



Section 5 - Freight Liability

This Section of the Policy is operative only if stated in the Schedule.

Sub-Section 5A - Liability for Customers' Goods

The **Insurer** will indemnify the **Insured** for their legal liability for damage to **Goods in Transit** within the **Territorial Limits** during the Period of Insurance whilst being carried on any **Vehicle** owned or operated by the **Insured**.

Cover applies whilst in transit under the **Insured's** standard trading conditions agreed with the **Insurer**; other noted conventions or conditions as shown on the Schedule; cabotage liability, being the national laws relating to the carriage of goods in any country in which the transit is taking place where the **Insured** did not incorporate Conditions of Carriage or Trading into the contract with their customer and no international convention applies by law; or full responsibility transits which provide for the full replacement value of the damaged goods.

Cover excludes any liability if the **Insured** contracts on terms other than those listed above, except to the extent that the **Insured** would have been liable if they had contracted on such terms.

The liability of the **Insurer** in respect of the above cover, including any Extensions to this Sub-Section 5A (except where a specific Limit applies to such Extension), for all claims in the aggregate in any one Period of Insurance, shall not exceed the Limit stated in the Schedule for Freight Liability at the time of the event, subject to an inner Consignment Limit for any one **Vehicle**.

Extensions to Sub-Section 5A

Cover under this Sub-Section 5A extends to include:

1. Temporary Storage of Customers' Goods Extension

The **Insured's** legal liability for damage to goods whilst in temporary storage during the ordinary course of transit, excluding damage to goods whilst in storage:

- a) where storage lasts for more than 30 consecutive days
- b) for a fee
- c) subject to a specific contract for storage and distribution
- d) in a building which is not of standard construction
- e) caused by defective or inadequate packing, insulation or labelling
- f) caused by evaporation or ordinary leakage
- g) caused by vermin, pests, wear, tear or gradual deterioration
- h) caused by contamination
- i) where there was no security alarm system in operation whilst the building was left unattended



Section 5 - Freight Liability - continued

Extensions to Sub-Section 5A - continued

1. Temporary Storage of Customers' Goods Extension - continued

- j) where there was no fire alarm system in operation
- k) where the building was left unattended without it being fully locked
- l) where all keys and security codes were not removed from the building when it was left unattended
- m) where the secrecy of any security code has not been properly maintained or secured by the **Insured**
- n) in a yard, garden or open space
- o) where such goods are susceptible to water damage and not stored at least 100mm above the ground on shelving, racking or stillages
- p) caused by theft or attempted theft arising from or occasioned by a person lawfully in the premises
- q) caused by theft where there has been no violent and forcible entry or exit from the building
- r) in any cellar, basement, rental unit or unoccupied location, unless with the **Insurer's** prior written agreement.

The **Insurer's** maximum liability for any one loss under this Extension will be the Limit shown on the Schedule for Temporary Storage of Customers' Goods.

2. Damage to Customers' Goods in Store (Warehousekeepers' Liability) Extension

The **Insured's** legal liability arising under the following:

- a) the **Insured's** standard trading conditions that have been notified to and agreed by the **Insurer** in writing; or
- b) full responsibility storage, up to the full replacement value of the damaged goods for damage to goods whilst in storage outside the ordinary course of transit, happening during the Period of Insurance in respect of the **Insured's** storage contracts at locations within the **Territorial Limits**.

The **Insurer** will not indemnify the **Insured** under this Extension for damage to goods:

- i. caused by theft where there has been no violent and forcible entry or exit from the building
- ii. where such storage is not subject to a specific written contract
- iii. in any cellar, basement, rental unit or unoccupied location, unless with the **Insurer's** prior written agreement
- iv. due to unexplained or mysterious disappearance only discovered following taking an inventory check or stocktake
- v. stored under a self-storage arrangement
- vi. which are susceptible to water damage and not stored at least 100mm above the ground on shelving, racking or stillages.

The **Insurer's** maximum liability for any one loss under this Extension will be the Limit shown on the Schedule for Damage to Customers' Goods in Store (Warehousekeepers' Liability).



Section 5 - Freight Liability - continued

Extensions to Sub-Section 5A - continued

3. Consequential Loss Extension

The **Insured's** legal liability for consequential loss due to damage to goods and delay to or misdelivery of goods covered by this Sub-Section 5A.

4. Contract Conditions Set Aside Extension

The **Insured's** legal liability under Liability for Customers' Goods and the above Extensions 1 and 2, including any subsequent consequential loss and liability arising under common law, where the **Insured** is unable to rely in full or in part on any limitation or defence in their contract with their customer, provided that:

- a) at all times the **Insured** carries out the **Business** in accordance with their contractual trading conditions and takes all reasonable steps to ensure that such terms are validly incorporated; and
- b) where the **Insured** enters into a contract with their customer on any contractual trading conditions, the **Insured** does not agree to any:
 - i) special declaration of value
 - ii) declaration of special interest in delivery or agreed delivery dates
 - iii) liability in excess of the standard trading conditions.

However, the **Insurer** will still provide cover where the **Insured** has not complied with a) and b) above, provided the **Insured** can establish that they normally comply with such conditions and that they have appropriate measures in place to minimise the risk of failing to do so. If the **Insured** cannot provide such evidence, the **Insurer** will provide cover to the extent that would have been in force if standard trading conditions had been in place.

5. Unwitting CMR Extension

The **Insured's** unwitting legal liability arising under the CMR Convention for damage to goods, excluding liability:

- a) other than where arising under statute
- b) where the **Insured** was aware that CMR applied
- c) arising under CMR by contract agreements.

6. Loss Mitigation Costs Extension

The **Insured's** reasonable and necessary costs and expenses incurred with the **Insurer's** prior written consent to minimise or mitigate the impact of any incident resulting in liability covered by Liability for Customers' Goods and the above Extensions 1 and 2, subject to a limit for any one loss of €100,000.



Section 5 - Freight Liability - continued

Extensions to Sub-Section 5A - continued

7. Defence and Investigation Costs Extension

The **Insured's** reasonable and necessary costs and expenses incurred with the **Insurer's** prior written consent in relation to any liability to:

- a) investigate, defend, settle or appeal any claim
- b) represent the **Insured** at any inquest, inquiry or other criminal or regulatory prosecution or investigation

covered by this Sub-Section 5A, subject to a limit for any one loss of €100,000 and provided that the proceedings relate to an offence alleged to have been committed in the course of the **Business** during the Period of Insurance, excluding:

- i. the **Insured's** own time, overheads or expenses
- ii. fines or penalties
- iii. costs and expenses insured by any other policy.

8. Drivers' Tools and Personal Effects Extension

Damage to the tools and personal effects of any driver working for or on behalf of the **Insured** in the course of the **Business**, subject to a limit for any one loss of €10,000.

9. Sheets and Ropes Extension

Damage to curtains, sheets, ropes and dunnage during any transit covered under this Sub-Section 5A, subject to a limit for any one loss of €10,000.

10. Additional Freight Costs Extension

The **Insured's** reasonable and necessary additional freight costs incurred to send goods to the correct destination following the misdirection of such goods due to an error by the **Insured**, their **Employee** or subcontractor. The **Insurer's** liability under this Extension will not exceed €50,000 in the aggregate in any one Period of Insurance. Cover excludes claims for extra costs for the use of any expedited method of redirecting the property incurred without the **Insurer's** prior written consent.

11. Completing Contractual Obligations Extension

The **Insured's** reasonable and necessary additional costs incurred to comply with their contractual obligations to transport goods to the correct destination as a direct result of their subcontractor failing to promptly pay monies owed during the Period of Insurance, in the course of the **Business**.



Section 5 - Freight Liability - continued

Extensions to Sub-Section 5A - continued

12. Costs of Disposal Extension

The **Insured's** reasonable and necessary costs and expenses incurred with the **Insurer's** prior written consent to dispose of damaged goods following an accident involving the conveying **Vehicle** occurring within the **Territorial Limits** during the Period of Insurance, provided the claim for damage to the property, goods and third-party containers and trailers is insured under this Sub-Section, excluding any costs that would have been incurred in any event, subject to a limit for any one loss of €30,000.

13. Liens Extension

Damage to goods over which the **Insured** is lawfully exercising a contractual lien, but the **Insurer** will not pay more than the:

- a) value of the goods; or
- b) amount of the monies owed to which the lien applies

whichever is the lesser, provided that such damage occurs whilst the property is being:

- i. loaded upon, carried by or unloaded from any **Vehicle** or conveyance
- ii. held in a building for a period not exceeding 21 days

within the **Territorial Limits** during the Period of Insurance.

14. Uncollected Goods Extension

The **Insured's** reasonable and necessary costs and expenses incurred as a direct result of any party failing to collect or remove goods, excluding any:

- a) costs which would have been incurred in any event
- b) proceeds from the sale of such goods
- c) amounts the **Insured** can recover from any other party.



Section 5 - Freight Liability - continued

Exclusions to Sub-Section 5A

Cover under this Sub-Section 5A excludes:

1. Additional Contractual Liability Exclusion

Liability arising from any contract or agreement:

- a) extending the **Insured's** liability under law or convention without the **Insurer's** prior written consent
- b) in which the **Insured** accepts liability without fault or negligence
- c) to pay liquidated damages
- d) in which the **Insured** accepts liability to provide services at or within an agreed time or timeframe.

2. Deterioration Exclusion

Liability arising from deterioration of goods in transit or in storage, other than directly due to:

- a) any temperature controlled equipment failing to maintain the correct temperature
- b) fire, theft and collision or overturning of the carrying vehicle.

However, a) above will not apply to such goods unless the **Insured** can show that they have complied with Condition 1. below - Refrigerated Goods.

3. Damage to Excluded Goods Exclusion

Liability for damage to the following excluded goods:

- a) stamps
- b) bonds, deeds, treasury notes, bills of exchange, promissory notes
- c) travellers' cheques, credit, debit or cash cards
- d) vouchers, tokens, tickets
- e) money, currency or bullion
- f) livestock, bloodstock or living creatures
- g) contraband goods or items in any illegal trade
- h) arms or munitions
- i) household goods or personal effects
- j) any item similar to any of the above.

4. Incorrect Statements Exclusion

Liability arising from any incorrect statement or omission in any bill of lading.

5. Inherent Vice Exclusion

Liability arising from damage due to any inherent defect or quality in property that causes it to damage or destroy itself.



Section 5 - Freight Liability - continued

Exclusions to Sub-Section 5A - continued

6. Own Power Exclusion

Liability arising from damage to goods whilst travelling under their own power, other than whilst being loaded onto or unloaded from a **Vehicle**.

7. Subcontractors Exclusion

Liability arising from damage due to the appointment, act, error or omission of any subcontractor, unless prior to appointing the subcontractor the **Insured**:

- a) obtained written confirmation that the subcontractor has suitable insurance in place with a limit no lower than the limit the **Insured** has in respect of the same goods; and
- b) instructed the subcontractor that *theft attractive goods* must not be left unattended.

However, a) above will not apply if the **Insured** can establish that the failure to obtain such confirmation was the result of an isolated error and that they had robust procedures in place to obtain such confirmation at the time of such isolated error.

For the purpose of this Exclusion, *theft attractive goods* are defined as:

- i. bottled spirits, wines, processed tobacco or other tobacco products
- ii. jewellery, watches, antiques, fine art, precious stones or metals or any item made of or containing precious stones or metals
- iii. footwear, clothing, furs and bottled perfumes
- iv. works of art
- v. consumer electronic equipment, including laptops, personal telephones, audio equipment, televisions, GPS automotive electronics, digital cameras, players and recorders using video media such as DVDs, VCRs or camcorders, handheld electronic products and mobile telephones (including their accessories and electronic components)
- vi. non-ferrous metals in scrap, sheet, bar, tube, ingot or similar form.

8. Bonds Exclusion

Liability arising under any bond or guarantee, other than where specifically shown in the Schedule.

9. Civil Commotion Exclusion

Liability arising from damage due to riot, civil commotion, strikers, locked-out workers or labour disturbances.

10. Deliberate Acts Exclusion

Liability arising from any deliberate, reckless or intentional act or omission that the **Insured** or anyone entitled to indemnity or operating under the **Insured's** control, knew or ought reasonably to have known, may give rise to a claim or loss under this Sub-Section 5A.



Section 5 - Freight Liability - continued

Exclusions to Sub-Section 5A - continued

11. Disappearance and Shortage Exclusion

Liability arising from:

- a) disappearance, including of any trailer, which is unexplained and cannot be attributed to a specific incident
- b) inventory shortage which is only revealed during an inventory or stocktaking.

12. Dishonesty Exclusion

Liability arising from any fraudulent or dishonest act or omission by the **Insured** or any of their directors, partners, officers or **Employees**.

13. Injury to Employees Exclusion

Liability to any **Employee** for **Injury** arising out of and in the course of their employment by the **Insured**.

14. Fines, Liquidated Damages or Penalties Exclusion

Liability for fines, liquidated damages or penalties of any kind or for punitive, exemplary, restitutionary or multiplied damages or prosecution costs awarded.

15. Specific Causes Exclusion

Liability arising from the **Insured**:

- a) acting as a charterer
- b) failing to collect payment for the movement of goods
- c) failing to properly exercise a contractual lien, other than where this is done with the **Insurer's** prior agreement in order to mitigate or minimise the impact of a covered claim or loss.

16. Inadequate Packing Exclusion

Liability arising from any packing that was not adequate to withstand normal handling in the course of the proposed transit.

17. Intellectual Property Exclusion

Liability arising from passing off, or infringement of patent, copyright, trademark or other intellectual property.

18. Pollution or Contamination Exclusion

Liability arising from **Pollution or Contamination**.



Section 5 - Freight Liability - continued

Exclusions to Sub-Section 5A - continued

19. **Water Table Level Exclusion**

Liability arising from any change in the water table level.

20. **Cabotage Excluded Countries Exclusion**

Under Liability for Customers' Goods, cabotage liability arising in any cabotage liability excluded country shown on the Schedule.

21. **Hardening of Tarmac Exclusion**

Liability arising from the hardening of tarmac, concrete or similar substances unless resulting from fire, theft or as a direct result of the breakdown, collision or overturning of the **Vehicle**.

22. **Property Removal Exclusion**

Liability for damage to property in the course of a household, office, factory or similar removal including whilst temporarily stored in the course of the removal.



Section 5 - Freight Liability - continued

Conditions to Sub-Section 5A

The **Insured** must comply with the Conditions below. The **Insurer** will not be liable for any loss, damage or liability arising while the **Insured** is not in compliance with these Conditions, unless the **Insured** can prove that their failure to comply could not have increased the risk of the loss, damage or liability happening in the circumstances in which it did.

1. Refrigerated Goods Condition

When carrying or storing any temperature refrigerated goods, the **Insured** must ensure that:

- a) all refrigeration equipment owned or leased by the **Insured** is fully serviced in accordance with the manufacturer's recommendations
- b) before accepting the load, the **Insured** obtains written notification from the consignors of the temperature at which the goods will be carried
- c) before unloading, the **Insured** obtains written confirmation from the consignees of the temperature of the goods at delivery
- d) the refrigeration equipment is operational and at the correct temperature before loading
- e) the **Insured** maintains the logbook for all refrigeration equipment owned or leased by them fully up to date at all times
- f) **Employees** are properly instructed in the operation of the refrigeration equipment before use.

2. Theft Attractive Goods Condition

When *theft attractive goods* (as defined in Exclusion 7. above – Subcontractors) are left unattended in any **Vehicle** owned or operated by the **Insured** or on the **Insured's** behalf:

- a) all windows, doors and openings of the **Vehicle** must be securely locked and suitably secured, any immobiliser correctly activated and all keys removed from the **Vehicle**; and
- b) the **Vehicle** must be parked within a walled or fenced compound to which entry and exit is controlled by either locked gates or professional on-site security guards.

Cover will not apply for such *theft attractive goods* contained in a building (whether or not loaded in or on a **Vehicle**) unless the building is securely closed and locked.

The property will not be regarded as unattended whilst the **Vehicle** on which it is loaded is parked in a purpose-designed vehicle park and the driver is asleep in the cab.



Section 5 - Freight Liability - continued

Conditions to Sub-Section 5A – continued

3. Warehouse Obligations Condition

When goods are in storage outside the ordinary course of transit the **Insured** must ensure that (or where the premises are owned or operated by a third party, the **Insured** must take all reasonable steps to ensure the third party ensures that):

- a) if an intruder or fire alarm is fitted:
 - i. it is maintained in full and effective working operation at all times
 - ii. a maintenance contract is in place throughout the Period of Insurance with the manufacturer or suitably qualified maintenance contractor, and the maintenance company is contacted immediately in the event of a fault
 - iii. it is set whenever the premises are unattended
 - iv. the **Insurer** is notified immediately if An Garda Síochána advise that they will no longer answer alarm calls, or if any difficulties are encountered that may lead to false calls
- b) if the premises are left unattended outside business hours:
 - i. all external doors, including doors to common parts, are secured with locks that conform to I.S. 199:2007
 - ii. all accessible opening windows, including fanlights, are secured with key-operated locking devices
 - iii. all roller shutters are secured with suitable locking mechanisms to prevent unauthorised entry to or exit from the premises.

Point b) of this Condition does not apply to any doors or windows that have been designated by the Fire Authority as a fire exit.

4. Holding Carriers Responsible Condition

The **Insured** must issue all third party carriers with a notice specifying that the carrier is liable for all damage to goods happening whilst such goods are in the care, custody and control of the carrier. The **Insurer** will not cover any loss, damage, liability or cost directly or indirectly due to any such damage where the **Insured** has not complied with this Condition.

5. Driver Reference Condition

The **Insured** must obtain and retain at least one satisfactory reference for all **Employees** engaged after the inception of this Sub-Section and prior to entrusting them with any property or transportation equipment insured under this Sub-Section. All verbal references must be recorded in writing at the time of obtaining the reference. All references must be made available to the **Insurer** on request. This Condition does not apply to any individual supplied to the **Insured** by an agency.

If the **Insured** fails to make such checks, indemnity may still be provided if the **Insurer** considers that such failure was not material to the claim.



Section 5 - Freight Liability - continued

Conditions to Sub-Section 5A – continued

6. Full Responsibility Transits Condition

Where the basis of cover is full responsibility transits, which provides for the full replacement value of the damaged goods, the liability of the **Insurer** for any one loss shall not exceed:

- a) the limit of liability shown in the Schedule for Freight Liability, subject to the inner Consignment Limit for any one **Vehicle**; or
- b) the cost of repair or replacing the damaged part or parts of the property whichever is the lesser.

Cover under this basis excludes:

- i. wear, tear and/or gradual deterioration
- ii. mechanical, electrical and/or electronic breakdown, failure or derangement
- iii. loss or damage caused by or arising as a result of packing which was inadequate to withstand normal handling during transit.

The value of the property shall be the invoice value if it has been sold, or in any other circumstances its replacement cost to the property owner at the commencement of the road transport including any duties or taxes paid or payable in respect of the property.

Where the total value of such property in or on any **Vehicle** at the time of any damage exceeds the Consignment Limit for any one **Vehicle**, the **Insurer** will not pay more than the proportion of the claim that the Consignment Limit bears to the total value of property in or on the **Vehicle**.

7. Other Insurances Condition

The **Insurer** will not indemnify the **Insured** in respect of damage or liability which is insured by or would but for the existence of this Sub-Section be insured by any other policy, except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected.

8. Subcontractors Condition

The **Insured** must not entrust property or transportation equipment to any subcontractor unless the subcontractor has agreed in writing to:

- a) accept at least the same levels of contractual liability that the **Insured** has agreed with their customer; and
- b) fully indemnify the **Insured** for all damage to property and transportation equipment in their care, custody or control.

This Condition does not apply to property or transportation equipment entrusted by the **Insured** to any subcontractor acting in the capacity of a shipping line, airline, port or railway operator.



Section 5 - Freight Liability - continued

Conditions to Sub-Section 5A – continued

8. Subcontractors Condition - continued

The indemnity provided by this Sub-Section shall not be prejudiced if the **Insured** has failed to secure the written agreement of any subcontractor to accept liability and indemnify the **Insured** in accordance with this Condition, provided that the **Insured** can prove to the **Insurer's** satisfaction that:

- i. at the time of the loss the **Insured** had established procedures for doing so; and
- ii. all **Employees** had been instructed in writing to follow such procedures and any failure to do so was due to an error.

Under no circumstances whatsoever shall any benefit of this Sub-Section pass to any subcontractor or the insurers of any subcontractor.



Section 5 - Freight Liability - continued

Sub-Section 5B – Errors and Omissions

The **Insurer** will indemnify the **Insured** for their legal liability to pay compensation arising from any claim alleging:

- a) incorrect instructions, clerical errors or faulty arrangements
- b) the delivery of goods that are not consistent with the **Insured's** contractual obligations; or
- c) any incorrect statement or omission in any bill of lading, contract of carriage or handling documentation in relation to damage to goods

in respect of an incident happening during the Period of Insurance within the **Territorial Limits** in the course of the **Business**.

The liability of the **Insurer** in respect of the above cover, including any Extensions to this Sub-Section 5B (except where a specific Limit applies to such Extension), for all claims in the aggregate in any one Period of Insurance, shall not exceed €250,000.

Extensions to Sub-Section 5B

Cover under this Sub-Section 5B extends to include:

1. Fines and Penalties Extension

The **Insured's** legal liability for:

- a) fines and penalties
- b) duties, sales and excise taxes and similar fiscal charges
- c) costs legally recoverable by any authority
- d) compensation to a third party for its liability to pay a) to c) above

as a direct result of the **Insured's** breach in regulations happening during the Period of Insurance within the **Territorial Limits** in the course of the **Business**, excluding any loss or liability relating to:

- i. any breach of anti-dumping, competition or regulation of companies regulations
- ii. the **Insured** making their customs bond available to other operators, other than where arising from assistance provided to the **Insured** by the other operator in the course of the **Business**
- iii. the ownership, use, possession or lease by the **Insured** or their **Employee** of any road vehicle
- iv. any payment that is not legally insurable

subject to a limit for any one loss of €100,000.



Section 5 - Freight Liability - continued

Extensions to Sub-Section 5B - continued

2. Loss Mitigation Costs Extension

The **Insured's** reasonable and necessary costs and expenses incurred with the **Insurer's** prior written consent to minimise or mitigate the impact of any incident resulting in liability covered by Errors and Omissions and the above Extension 1, subject to a limit for any one loss of €100,000.

3. Defence and Investigation Costs Extension

The **Insured's** reasonable and necessary:

- a) defence costs in relation to any liability covered by Errors and Omissions
- b) costs and expenses incurred with the **Insurer's** prior written consent in relation to any liability to investigate and defend any investigation or prosecution which may give rise to a liability covered by the above Extension 1

subject to a limit for any one loss of €100,000.

Exclusions to Sub-Section 5B

Cover under this Sub-Section 5B excludes:

1. Agreed Timeframes Exclusion

Liability arising from the **Insured's** agreement to provide services at or within an agreed time or timeframe.

2. Bodily Injury Exclusion

Liability arising from bodily injury to any person or living thing.

3. Charterers' Liability Exclusion

Liability arising from the **Insured** acting as principal for the charter of the whole or any part of a vessel or aircraft.

4. Failure to Pay or Collect Exclusion

Liability arising from the **Insured** failing to pay or collect any amounts, other than amounts the **Insured** is required to pay or collect on behalf of their principals.



Section 5 - Freight Liability - continued

Exclusions to Sub-Section 5B - continued

5. Insurance Exclusion

Liability arising directly or indirectly from:

- a) any insurer's insolvency or inability to pay claims
- b) inadequacy of any limit in any insurance policy; or
- c) the **Insured's** failure to arrange any insurance where they had been requested to do so.

6. Other Covers Exclusion

Liability for costs that would be covered under Sub-Section 5A - Liability for Customers' Goods, regardless of whether:

- a) the **Insured** has taken out the other cover
- b) any liability exceeds the limit under such other cover; or
- c) the **Insured** is covered by such other cover due the application of its terms.

7. Property Damage Exclusion

Liability arising from damage to goods or to any other property.

8. Obligation to Employees Exclusion

Liability arising from the breach of any obligation owed by the **Insured** as employer to any **Employee** or former **Employee**.

9. Knowledge of Previous Incidents Exclusion

Liability arising from the consequence of any circumstances known to the **Insured** at the inception of this Sub-Section that might reasonably have been expected to result in a claim.

10. Defamation, Libel or Slander Exclusion

Liability arising from defamation, libel or slander.

11. Dishonest, Fraudulent, Criminal or Malicious Act Exclusion

Liability arising from any dishonest, fraudulent, criminal or malicious act by the **Insured**, their predecessors, any **Employee** or subcontractor.



General Claims Conditions

1. Action by the Insured Condition

No claim under the Policy shall be payable unless the following Conditions have been complied with.

On the happening of any occurrence or circumstance which could possibly give rise to a claim by the **Insured** under the Policy or on receiving verbal or written notice of any claim the **Insured** shall:

- a) as soon as reasonably possible give immediate notice to the **Insurer**
- b) immediately notify An Garda Síochána in respect of any **Damage** caused by thieves or malicious persons or in respect of theft by employees where covered and obtain a Crime Reference Number which must be advised to the **Insurer** as soon as reasonably possible
- c) immediately forward to the **Insurer** any correspondence indicating an intention to advance a claim for compensation against the **Insured** including any correspondence from the Injuries Resolution Board or any writ or summons received
- d) immediately advise the **Insurer** of any impending criminal investigation and of any impending prosecution, fatal inquiry, inquest, coroner's hearing or civil proceedings and immediately forward all related correspondence and documentation to the **Insurer**
- e) take action to minimise the loss, destruction or damage and to avoid interruption or interference with the **Business** and to prevent further loss, destruction, damage or injury
- f) at their own expense, supply full details of the claim in writing to the **Insurer** together with any evidence and information that may be reasonably required by the **Insurer** for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it within:
 - i. 7 days of **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons
 - ii. 30 days of expiry of the **Indemnity Period** in respect of Business Interruption claims
 - iii. 30 days of the event or circumstance in the case of any other claim or of a request from the **Insurer**.

Further:

No theft or attempted theft claim under this Policy shall be considered unless notified to An Garda Síochána in accordance with 1b) above and a Pulse Reference Number obtained.

It is a condition precedent to the **Insurer's** liability to provide indemnity to the **Insured** that no settlement, admission of liability, offer, payment or promise of payment shall be made to any third party without the prior written consent of the **Insurer**.



General Claims Conditions - continued

2. Rights of the Insurer Condition

The **Insurer** shall:

- a) be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the Policy and at no cost to the **Insurer** the **Insured** shall give all assistance as may be reasonably required by the **Insurer**
- b) have the right to enter the **Premises** where the **Damage** has occurred and to keep possession of any **Property** insured without thereby incurring any liability or diminishing any of the **Insurer's** rights under the Policy and to deal with the salvage in a reasonable manner, but the **Insured** shall not be entitled to abandon any **Property** to the **Insurer**
- c) at its option indemnify the **Insured** by payment, reinstatement, replacement or repair in respect of any **Property** lost or damaged or part thereof. If the **Insurer** elects to reinstate or replace any **Property**, they shall not be bound to reinstate or replace exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon.

3. Contribution Condition (in respect of Section 1 and 2)

If in the event of **Damage** or liability under the Policy, there shall be in force any other insurance effected by or on behalf of the **Insured** providing cover against such a claim:

- a) the liability of the **Insurer** shall be limited to its rateable proportion of such a claim
- b) but which is subject to any provision excluding it from ranking concurrently with the Policy either in whole or in part or from contributing rateably to the claim, then the liability of the **Insurer** shall be limited to such proportion of the claim as the Sum Insured bears to the value of the **Property**.

4. Arbitration Condition

Any dispute or difference between the **Insurer** and **Insured** regarding any matter relating to the application and operation of this Policy, including its existence or any disclaimer of liability or in respect of any claim or the amount to be paid in any claim, shall in default of agreement be referred within twelve months of the dispute, difference or disclaimer arising to arbitration.

If an arbitrator cannot be agreed upon jointly by the **Insurer** and **Insured**, an arbitrator shall be appointed by the Chairperson for the time being of the Bar Council of Ireland.

The determination of the arbitrator shall be final and binding on the **Insurer** and **Insured**. If the dispute or difference has not been referred to arbitration within the aforesaid twelve month period, then the disputing of any adopted position of the **Insurer** or of any claim being made by the **Insured** of the **Insurer** shall be deemed to have been abandoned and not recoverable thereafter.



General Claims Conditions - continued

5. Claims Cooperation Condition

It is a condition precedent to the **Insurer's** liability to make any payment under this Policy or to provide any indemnity to the **Insured**, that the **Insured** shall provide all necessary help, assistance and cooperation required by the **Insurer** in connection with the required response and handling of any claim. No claim shall be payable by the **Insurer** in the event that the **Insured** does not provide all such help, assistance and cooperation as required by this provision throughout the entire period of the handling of any such claim.



LOGISTICS



NBS Underwriting, Suite G06 South Point, Herbert House,
Harmony Row, Grand Canal Dock, Dublin, D02 H270

1800 856 090

info@nbsireland.com

www.nbsireland.com

NBS Commercial Ltd T/As NBS Ireland is regulated by the
Central Bank of Ireland.

Registered Office: 13-18 City Quay, Dublin 2, D02 ED70.
Registration No. C441712