



**INDUSTRY**Edge®

# Insurance and risk management for Property Owners

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POLICY WORDING

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## IMPORTANT NOTICE

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

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

## CLAIMS PROCEDURE

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

## COMPLAINTS PROCEDURE

### Our Promise To You

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

### What To Do If You Have A Complaint

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

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

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

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

## USING PERSONAL DATA: - FAIR PROCESSING NOTICE

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

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

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

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

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

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

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

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

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

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

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

## SUMMARY OF CONFLICTS OF INTEREST POLICY

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

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

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

## COOLING-OFF PERIOD

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

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

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

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

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## The Contract of Insurance

The Named Insured having made to the Company a Proposal and declaration and having paid or agreed to pay the premium to the Company the Company will provide the insurance indicated in the Policy Sections during the Period of Insurance stated in the Master Schedule or in any subsequent Endorsement Schedule or Renewal Schedule or during any subsequent Period of Insurance for which the Company may accept payment subject to the terms conditions and exclusions contained herein or endorsed hereon

The Policy and the Proposal shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the General Definitions or specific Section definitions in this Policy is given a capital letter and shall bear the same meaning wherever it appears in the Policy or specific Section respectively and unless the context requires otherwise

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) person includes a body corporate

## General Definitions

### 1. Abuse

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

### 2. Agent

Agent means any person company firm or subcontractor directly appointed by the Named Insured to act on their behalf

### 3. Ancillary Equipment

Ancillary Equipment means air conditioning equipment generating equipment voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat and smoke detection equipment gas flooding cylinders pipework and computer room partitioning used solely in connection with Computer and Telecommunication Equipment

### 4. Bodily Injury

Bodily Injury means

(a) death injury disease or illness of any person

(b) (i) mental injury  
(ii) mental anguish

(iii) shock

that results in a recognisable psychiatric injury

### 5. Business

Business means the business described in the Master Schedule or in any subsequent Endorsement Schedule or Renewal Schedule carried on by the Named Insured at or from premises within the Territorial Limits and shall include

(a) the ownership repair maintenance decoration or occupancy of the property (except any premises at or from which any Portfolio Company carries on business) by the Named Insured

(b) the provision and management by the Named Insured of catering sports social welfare and educational organisations and fire first aid medical dental ambulance and security services

(c) the participation by the Named Insured in exhibitions and corporate events in connection with the business interests of the Named Insured

(d) in respect of the Employers' Liability Section the execution of private duties undertaken by an Employee for any partner director or senior official of the Named Insured but only if such private duties are undertaken with the consent of the Named Insured

Business shall not include any business carried on by or on behalf of a Portfolio Company

### 6. Claim Investigation Expenses

Claim Investigation Expenses means costs and expenses incurred by the Company or on its behalf to a third party in connection with the investigation handling or control of any claim but does not include claimants and defence costs and expenses or other prosecution defence costs as indemnified under this Policy

### 7. Company

Company means Travelers Insurance Designated Activity Company

### 8. Compensation

Compensation means compensatory damages imposed by law including interest which may be awarded on such damages

### 9. Computer and Telecommunication Equipment

Computer and Telecommunication Equipment means a network of machine components microprocessors computer chips or other computerised or electronic components or equipment capable of accepting information processing it according to a plan and producing the desired results Computer and Telecommunication Equipment includes Fixed Media Unfixed Media printers visual display unit screens modems remote terminals interconnection wiring telecommunication equipment and Ancillary Equipment

Computer and Telecommunication Equipment does not include Portable Electronic Equipment

### 10. Computer Fraud

Computer Fraud means the dishonest or fraudulent electronic transfer through the use of any computer system of Money securities or other property or any other pecuniary advantage or financial benefit to the deprivation of a Third Party

For the purposes of this definition securities means negotiable and non-negotiable instruments or contracts representing either Money or other property other property means tangible property other than Money or securities

Money includes electronic cash equivalents

Computer Fraud does not include Computer Misuse

### 11. Computer Misuse

Computer Misuse means deliberate or accidental misuse abuse or contamination or corruption of hardware equipment software programmes data records or information in relation to any computer

Computer misuse includes the modification destruction or theft of data or information entrusted to the Insured by the Named Insured's customers or suppliers that is held on the Computer or Telecommunication System

Computer Misuse does not include Denial of Access and Computer Fraud

**12. Computer or Telecommunication System**  
 Computer or Telecommunication System means Computer and Telecommunication Equipment that forms part of a computer network owned leased or rented by the Named Insured or for which the Named Insured is legally responsible

**13. Computer Virus**  
 Computer Virus means a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy alter contaminate or degrade the integrity quality or performance of) data or any computer application software computer network or computer operating system and related software

**14. Cybermedia**  
 Cybermedia means the internet usenet any extranet the world wide web any web-site e-mail including any electronic bulletin board chatroom or newsgroup

**15. Data**  
 Data means facts concepts or information converted to a form useable in the Named Insured's computer operations owned leased or rented by the Named Insured or for which the Named Insured is legally responsible

**16. Deductible**  
 Deductible means the amount for which the Named Insured is responsible the application of which is further defined in General Exclusion - Deductible

**17. Defined Peril**  
 Defined Peril means fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

**18. Denial of Access**  
 Denial of Access means the inability of a Third Party who is authorised by the Named Insured to

- (a) gain access to the Computer or Telecommunication System or
- (b) use the Computer or Telecommunication System to communicate with other computers or computer networks

through the use of Cybermedia in a manner in which the Third Party is legally entitled

**19. Employee**  
 Employee means any

- (a) person under a contract of service or apprenticeship with the Named Insured
- (b) labour only subcontractor or labour master or any person supplied by such subcontractor or master
- (c) self-employed person providing labour only

- (d) person hired to or borrowed by the Named Insured
- (e) person under work experience or any similar scheme
- (f) volunteer worker acting under the authority of the Named Insured

whilst working directly for the Named Insured in connection with the Business

**20. Event**  
 Event means an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy

**21. Fixed Media**  
 Fixed Media means Media integral to Computer and Telecommunication Equipment and building management systems

**22. Hacking Event**  
 Hacking Event means an attack that allows unauthorised access to the Computer or Telecommunication System by electronically circumventing the security systems and procedures

**23. Inception Date**  
 Inception Date means the date on which the Policy becomes effective

**24. Infringement of Intellectual Property Rights**  
 Infringement of Intellectual Property Rights means

- (a) the breach or infringement or unauthorised use of any intellectual property right including
  - (i) copyright
  - (ii) patent
  - (iii) trademark
  - (iv) trade secret
  - (v) confidential information
  - (vi) registered design or
  - (vii) any other intellectual property right
- (b) plagiarism or any act of passing off or unauthorised use or appropriation of confidential information or domain name or metatag or Uniform Resource Location

**25. Injury**  
 Injury means

- (a) Bodily Injury
- (b) false arrest wrongful detention or false imprisonment or malicious prosecution of any person
- (c) wrongful entry or eviction or other invasion of the right of private occupancy

**26. Insured**

Insured means

- (a) the Named Insured and
  - (b) in respect of the Employers' Liability Section and Public and Products Liability Section at the request of the Named Insured
    - (i) any director partner or Employee of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured
    - (ii) any officers committees or members of the catering sports social welfare health and safety and educational organisations fire first aid medical dental ambulance and security services owned by the Named Insured in their respective capacities as such
    - (iii) any officers or trustees of any pension scheme of the Named Insured
- and
- (c) the legal personal representative of any party covered hereunder in accordance with paragraph (b) above

Provided that the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy

**27. Media**

Media means any material on which Data or Programmes are recorded

**28. Money**

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

For the purposes of the Property Damage Section Money includes securities for money

**29. Named Insured**

Named Insured means persons firms bodies corporate or entities as specified in the Master Schedule or in any subsequent Endorsement Schedule or Renewal Schedule or their legal personal representative

**30. Period of Insurance**

Period of Insurance means the period stated in the Master Schedule or in any subsequent Endorsement Schedule or Renewal Schedule

**31. Policy**

Policy means this policy document comprising its general definitions conditions and exclusions and the Sections stated as operative in the Master Schedule or in any subsequent Endorsement Schedule or Renewal Schedule and any endorsement applicable thereto

**32. Portable Electronic Equipment**

Portable Electronic Equipment means mobile telephones laptop computers pagers mobile hand held global positioning systems tablets and other hand held electronic equipment

**33. Portfolio Company**

Portfolio Company means any firm body corporate or entity (other than any Named Insured)

- (a) in which the Named Insured has at any time had a debt or equity interest
- (b) in which the Named Insured has at any time had a management or board position
- (c) to which the Named Insured has at any time agreed to provide a financial guarantee

**34. Product**

Product means anything tangible (including containers packaging or labels) manufactured sold supplied hired out repaired serviced altered upgraded installed erected processed tested treated stored or transported by or on behalf of the Named Insured in connection with the Business after it has ceased to be in the custody or control of the Named Insured

**35. Programme**

Programme means a sequence of instructions given to a computer that is either purchased or written on a custom basis owned leased or rented by the Named Insured or for which the Named Insured is legally responsible

**36. Proposal**

Proposal means all information provided and all statements or declarations made to the Company by or on behalf of the Named Insured

**37. Reinstatement of Data**

Reinstatement of Data means the reinstatement of Data following accidental loss distortion corruption or erasure of such Data

**38. Reinstatement of Programmes**

Reinstatement of Programmes means the reinstatement of any Programme following accidental loss distortion corruption or erasure of such Programme

**39. Renewal Date**

Renewal Date means the first day immediately subsequent to the expiry of the Period of Insurance

**40. Schedule**

Schedule means the schedule to the Policy

**41. Stock**

Stock means stock merchandise goods held in trust materials of trade work in progress and finished goods which the Named Insured owns or for which the Named Insured is responsible

**42. Territorial Limits**

Territorial Limits means the Republic of Ireland Great Britain Northern Ireland the Isle of Man or Channel Islands

**43. Third Party**

Third Party means a person firm or company other than the Insured

**44. Unfixed Media**

Unfixed Media means Media (other than Fixed Media and paper records of any description) owned by or leased hired or rented to the Named Insured

**45. Working Hours**

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

## General Conditions

### 1. Misrepresentation and fraud

This insurance shall be voidable

- (a) if the Insured has concealed or misrepresented or failed to declare any fact or circumstance material to the insurance or its subject matter or
- (b) if the Insured or anyone acting on the Insured's behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter

whether before or after loss

If the Insured notifies any claim knowing it to be false or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

Provided that with respect to any misrepresentation or non-disclosure by any Insured the Company waives its right to avoid or rescind this Policy in whole or in part provided that

- (i) the Insured is able to establish to the satisfaction of the Company that such nondisclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
- (ii) the Company shall be entitled to amend the terms conditions and premium for this Policy upon review of any information previously misrepresented or not disclosed to the Company and
- (iii) the Company shall be entitled to determine the effective date of any amendments in consequence of the exercising of their rights under this Condition

### 2. Alteration

The Named Insured shall give notice to the Company as soon as is reasonably practicable of any fact or circumstance affecting the risks insured by this Policy which is or might be material to the Company

### 3. Assignment

Assignment of interest under this Policy shall not bind the Company without its written consent

### 4. Reasonable Care

The Insured at its own expense

- (a) shall take all reasonable precautions to prevent or diminish losses or liability arising in connection with the insured risks
- (b) is expected to comply with and make all reasonable endeavours to comply with all statutory obligations and regulations imposed by any authority but in respect of premises leased or rented by the Named Insured to a Third Party only insofar as the Named Insured is responsible for within the terms of any lease agreement to which the Named Insured is a party

## 5. Claims (Duties owed by the Insured)

### Special Definition

Letter of Claim where used in this condition means any written communication indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained

- (a) If circumstances should exist which may give rise to a claim under this Policy or on the happening of any Event including any Employers' Liability related accident or work-related illness the Insured shall within 90 days give notice thereof to the Company in writing
- (b) In the case of loss or damage involving theft of or malicious damage to property the Insured shall immediately notify the Police and provide all reasonable assistance in
  - (i) identifying and prosecuting the person involved
  - (ii) recovering such stolen property
- (c) The Insured if required by the Company shall attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance and do and concur in doing whatever the Company may require in connection with any circumstance Event or claim
- (d) The Insured shall immediately forward every writ summons or claim form process impending prosecution notice requiring arbitration notice of an inquest or fatal accident inquiry in connection with any such circumstance or Event aforesaid to the Company unacknowledged
- (e) Following receipt by the Insured of a Letter of Claim the Insured shall within forty-five days provide to the Company copies of all documents records and minutes of meetings necessary to consider the claim fully The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto
- (f) The Insured shall bear its own costs and expenses under this Condition save to the extent that specific cover is provided within the Policy
- (g) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

**6. Claims (Company's rights)**

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

**7. Subrogation**

The Company shall be subrogated to all of the Insured's rights of recovery against any person or organisation before or after any claims payment under this insurance and the Insured shall provide all relevant information and assistance in this regard

Any recovery made shall be applied first to the Company's outlay and then to the Insured's Deductible in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary

The Company shall not exercise said rights against any Employee unless the claim in question has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of the Employee

**8. Contribution and Average**

If at the time of any claim in respect of an Event arising under this Policy there is any other insurance or indemnity effected by or on behalf of the Insured covering the same claim or any part thereof the Company will not be liable to pay or contribute more than its rateable proportion with respect to such claim including any costs and expenses in connection therewith

If any other insurance effected by or on behalf of the Named Insured is expressed to cover any of the property belonging to the Named Insured or for which they are responsible insured under this Policy but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the liability of the Company shall be limited to such proportion of the loss destruction or damage as the sum insured under this Policy bears to the value of such property

If any other insurance on any of the property insured under this Policy is subject to any condition of average or underinsurance the insurance on such property under this policy if not already subject to an underinsurance condition shall be subject to such condition of average or underinsurance in like manner

**9. Arbitration**

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

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

**10. Policy Interpretation**

The parties to this contract agree that the Policy and any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with Irish law

Each party agrees (subject as provided in General Condition – Arbitration) to submit if required to the jurisdiction of any Court of competent jurisdiction within Ireland and to comply with all requirements necessary to give such Court jurisdiction

## 11. Cross Liabilities

Where the Named Insured comprises more than one party the Company will indemnify each Named Insured in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedule or elsewhere in the Policy as the Limit of Indemnity regardless of the number of parties claiming to be indemnified

Provided that the Company shall not indemnify the Named Insured against liability for which an indemnity is or would be granted under any Employers' Liability insurance but for the existence of this Policy

## 12. Premium Adjustment

Where the premium for the Policy or any Policy Section is subject to a premium adjustment the Named Insured shall within one month of the expiry of the Period of Insurance forward to the Company such information as the Company may require (including certified auditors accounts if so required by the Company) The Company shall thereupon adjust the premium subject to any minimum premium specified by the Company

## 13. Cancellation

The Company may cancel this Policy or any Section of this Policy at any time by giving at least thirty days notice by Registered Letter to the Named Insured at the last known address The Named Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

## 14. Risk Improvements

Any risk improvements deemed necessary by the Company following the Company's survey of the risk shall be complied with and implemented within the time specified by the Company

The Company reserves the right to review all the terms and conditions of the Policy following any survey

## 15. Jurisdiction

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimants costs and expenses) shall operate in accordance with the law of any country

Provided that the indemnity provided by the Employers' Liability Section where operative will not apply to any action for Compensation brought against the Insured in any court outside the European Union

## 16. Abuse

In so far as indemnity is provided under the Public and Products Liability Section in respect of any legal liability or prosecution defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse it is understood and agreed that

- (a) any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy shall (where not already so stated) be the total amount payable in the aggregate in respect of all claims during any one Period of Insurance and which amount shall be inclusive of all claimants' and defence costs and expenses and prosecution defence costs and expenses to the extent indemnified for
- (b) where legal liability is not attributable to a single identifiable event that occurs at a single fixed time and place then for the purpose of what constitutes one claim in respect of the provision of indemnity under this Policy and the application of the Deductible and inter alia paragraph (a) of General Exclusion – Deductible all occurrences of Abuse suffered by any individual Third Party claimant committed during the Period of Insurance shall be considered individually as one claim
- (c) for the purposes of this condition the reference to Period of Insurance in paragraphs (a) and (b) above shall include any period prior to the Period of Insurance where the insurance is subject to a retroactive date provision which relates to a period prior to the Period of Insurance during which any act or omission giving rise to indemnity under the insurance may have been committed
- (d) the insurance provided by the Public and Products Liability Section shall not indemnify
  - (i) any medical or dental practitioner whomsoever or
  - (ii) any other person who is an Insured against any legal liability or prosecution defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse committed by that individual person which is
    - A. dishonest or criminal or fraudulent or
    - B. the result of deliberate wrongdoing or recklessness

Indemnity shall continue to apply in respect of the Named Insured's vicarious liability for such acts of another person but not where Abuse arises out of acts or omissions authorised by the Named Insured or at the request of or with the approval of the Named Insured where such authorisation request or approval is dishonest or criminal or fraudulent or results from deliberate wrongdoing or recklessness

- (e) where indemnity is provided to indemnify the Named Insured for their vicarious liability for the acts of the person or persons committing such Abuse it is hereby noted and agreed with regard to the application of General Condition – Subrogation that the Company shall exercise

said rights against any Employee committing such Abuse which is dishonest or criminal or fraudulent or the result of deliberate wrongdoing or recklessness

**17. Sanctions**

This Policy shall not be deemed to provide cover nor shall the Company have any liability to pay any claim or provide any benefit hereunder to the extent that the provision of such cover payment of such claim or provision of such benefit would expose the Company to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

**18. Claims Preparation Costs**

The insurance provided by the Property Damage and Rent Sections of the Policy where operative extends to cover expenses reasonably and necessarily incurred by the Named Insured or on the Named Insured's behalf for external consultants appointed by the Named Insured acceptable and agreed by the Company for preparation presentation certification or verification of a Specified Claim

Specified Claim means a claim or series of claims in respect of an Event under one or more of the Sections stated in this general condition for an amount in total that is equal to or in excess of €250,000 excluding the costs insured by this general condition

The liability of the Company under this general condition shall not exceed:

- A. €25,000 in respect of a Specified Claim for an amount in total that is between €250,000 and €500,000 both amounts inclusive
- B. €50,000 in respect of a Specified Claim for an amount in excess of €500,000

such limits to the liability of the Company under this general condition being payable in addition to any specified sums insured or other limits stated in the Policy and not being subject to any Deductible

The Company shall not be liable under this general condition for any expense incurred in seeking to overturn decisions made by the Company regarding its liability to make any payment under this Policy or the amount of any such payment

**19. Finance Act 1990**

The appropriate Stamp Duty has been paid or will be paid in accordance with the provision of Section 113 of the Finance Act 1990

**20. Insurance Act 1936**

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

## General Exclusions

The Company shall not be liable

### 1. War and Allied Risks/Dispossession of Property/Radioactive Contamination

in respect of any loss or destruction of or 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 or occasioned by or happening through or in consequence of

- (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power except to the extent stated in the Special Provision – Employers' Liability Section
- (b) permanent or temporary dispossession of any property resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority except to the extent stated in the Special Provision – Employers' Liability Section below
- (c)
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph (iv) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes
  - (v) any chemical biological bio-chemical or electromagnetic weapon

but in respect of Bodily Injury sustained by an Employee this exclusion 1(c) shall apply only when the Named Insured under a contract or agreement has undertaken either to indemnify another party or to assume the liability of another party in respect of such Bodily Injury

### Special Provision Employers' Liability Section

General Exclusion 1(a) shall not apply and indemnity shall continue to operate to the extent provided for as follows

The insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimants' Costs and Expenses Cover clause – Defence Costs and Expenses as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher)

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

### 2. Property Coverages - Civil Commotion in Northern Ireland

under the

- (a) Property Damage Section
- (b) Rent Section

in respect of any loss destruction or damage in Northern Ireland directly or indirectly caused or occasioned by or happening through or in consequence of civil commotion

### 3. Property Coverages - Terrorism

under the

- (a) Property Damage Section
- (b) Rent Section

or any Difference in Conditions or Limits Provision of the Policy

for loss destruction or damage or cost or expense of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any loss destruction or damage or cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such loss destruction or damage or cost or expense is covered shall be upon the Insured

### For the purposes of this exclusion:

- (a) in respect of loss destruction or damage
  - (i) outside England and Wales and Scotland or

- (ii) to any property which is insured in the name of a private individual and is occupied by that individual for residential purposes

Terrorist Act means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

- (b) in respect of loss destruction or damage in England and Wales and Scotland other than loss destruction or damage as described in (a) (ii) above Terrorist Act means an act or act of any person acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- (c) Difference in Conditions or Limits Provision means any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of loss destruction or damage as insured under the Policy at such premises then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

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

#### **4. Liability Coverages - Terrorism** under the

- (a) Employers' Liability Section
- (b) Public and Products Liability Section

or any Difference in Conditions or Limits Provision of the Policy

for legal liability loss damage cost or expense of whatsoever nature directly or indirectly caused or occasioned by or arising from a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act except to the extent stated in the Special Provision – Employers' Liability Section below

In any action suit or other proceedings where the Company alleges that by reason of this exclusion any legal liability loss damage cost or expense of whatsoever nature is not covered by this Policy the

burden of proving that such legal liability loss damage cost or expense is covered shall be upon the Insured

#### **For the purposes of this exclusion**

Terrorist Act means an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

Difference in Conditions or Limits Provision means any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the Locally Issued Policy) by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of legal liability loss damage cost or expense as insured under the Policy then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

#### **Special Provision Employers' Liability Section**

Subject otherwise to the terms of the Policy this General Exclusion shall not apply and indemnity shall continue to operate to the extent provided for as follows

The insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimants' Costs and Expenses and Cover clause – Defence Costs and Expenses as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher)

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

#### **5. Deductible**

in respect of the amounts stated as a Deductible for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event

For the purpose of the application of the Deductible it is agreed that

- (a) in respect of the Employers' Liability Public and Products Liability Section where operative all claims under each respective Section attributable to a single Event shall be treated as one claim
- (b) in respect of the Property Damage Section and Rent Section where operative
  - (i) loss or damage arising from one Event which affects one or more Premises or Business Premises (as defined in the above referenced Sections)
  - (ii) loss or damage to insured property arising during any one period of 72 consecutive hours and caused by storm tempest flooding or escape of water from tanks apparatus or pipes

shall be deemed a single Event and be treated as one claim

- (c) the Deductible amount
  - (i) shall form part of and not be in addition to the amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy and
  - (ii) shall include Claim Investigation Expenses incurred in investigating such claim irrespective of whether an indemnity is subsequently provided to the Insured

## 6. Cyber Risk - Third Party

under the Public and Products Liability Section in respect of legal liability inclusive of claimants' and defence costs and expenses for and arising out of

### (a) Defamation and Infringement of Privacy

- (i) libel or slander or any other form of defamation including slander of title and slander of goods committed by the Insured or any Agent
- (ii) accidental breach of confidence or infringement of privacy by the Insured or any Agent

which is committed or occasioned through the use of Cybermedia

### (b) Personal Rights

- (i) failure to protect private or confidential information of others from unauthorized access or use
- (ii) publication of material that violates a person's right of privacy or a person's or organisation's publicity right

which is committed or occasioned through the use of Cybermedia

### (c) Transmission of a Computer Virus

Transmission of any Computer Virus through the use of Cybermedia but this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

- (i) physical damage to hardware and ancillary equipment and
- (ii) loss destruction of corruption of or damage to software programmes data or information

in relation to any computer

### (d) Data Protection

Contravention of the requirements of the Data Protection Act 1998 which is committed or occasioned through the use of Cybermedia

### (e) Computer Fraud and Computer Misuse

Computer Fraud or Computer Misuse committed or occasioned through the use of Cybermedia but in respect of Computer Misuse this exclusion shall not apply to Bodily Injury or physical damage to tangible property including any resulting loss of use of that property other than

- (i) physical damage to hardware and ancillary equipment and
- (ii) loss destruction of corruption of or damage to software programmes data or information

in relation to any computer

### (f) Denial of Access

- (i) Denial of Access

### (g) Intellectual Property Rights

- (i) Infringement of Intellectual Property Rights

which is committed or occasioned through the use of Cybermedia

## 7. Punitive and other Non - Compensatory Damages in respect of

- (a) exemplary damages
- (b) punitive damages
- (c) aggravated damages
- (d) liquidated damages or damages by way of penalty or fine
- (e) the multiplied portion of any compensatory damage award or any payment similar in nature to (a) (b) (c) or (d) above

**8. Asbestos**  
under the

- (a) Employers' Liability Section
- (b) Public and Products Liability Section

in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to

- (a) the actual alleged or threatened absorption ingestion or inhalation of asbestos in any form by any person or
- (b) the existence of asbestos in any form

**Special Provision Employers' Liability Section**

Subject otherwise to the terms of the Policy this General Exclusion shall not apply and indemnity shall continue to operate to the extent provided for as follows

the insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clause — Claimants' Costs and Expenses and Cover clause — Defence Costs and Expenses as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher)

**9. Silica**  
under the

- (a) Employers' Liability Section
- (b) Public and Products Liability Section

in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to

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

**Special Provision Employers' Liability Section**

Subject otherwise to the terms of the Policy this General Exclusion shall not apply and indemnity shall

continue to operate to the extent provided for as follows

the insurance provided under the Employers' Liability Section where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies and in this regard the amount of the Limit of Indemnity inclusive of all claimants' and defence costs and expenses payable under Cover clause — Claimants' Costs and Expenses and Cover clause — Defence Costs and Expenses as stated in the Employers' Liability Section shall only be for the minimum amount required by such relevant law (and accordingly reduced to such amount where the amount of the Limit of Indemnity stated in the Employers' Liability Section is higher)

# Property Damage Section

## Definitions

In this Property Damage Section the following terms shall have the following meanings. If a term below is also defined in the General Definitions the definition below replaces the General Definition for purposes of this Property Damage Section.

### 1. Buildings

Buildings means the buildings at the Business Premises and includes

- (a) landlord's fixtures and fittings therein and thereon including former property of tenants relinquished to the Named Insured
- (b) outbuildings annexes extensions and sub stations
- (c) walls gates fences canopies and fixed signs
- (d) ornaments and statues but not where insured under Machinery Plant and All Other Contents (or where the designation under which such Property appears in the Named Insured's books would require such Property to be insured under Machinery Plant and All Other Contents) up to a limit of €500 for any one ornament or statue
- (e) surfaces and foundations of car parks yards roads pathways pavements patios terraces forecourts driveways service areas pedestrian malls associated lampposts and other street furniture
- (f) Services but not where insured under Machinery Plant and All Other Contents (or where the designation under which such Property appears in the Named Insured's books would require such Property to be insured under Machinery Plant and All Other Contents)
- (g) building management systems but not where insured under Computer and Telecommunication Equipment (or where the designation under which such Property appears in the Named Insured's books would require such Property to be insured under Computer and Telecommunication Equipment)
- (h) security lighting security cameras and other security devices and fire protection devices
- (i) telecommunication television and radio aerials satellite dishes and aerial fittings and masts
- (j) foundations or footings unless otherwise excluded
- (k) Glass including framework alarm strips or fittings and lettering thereon

### 2. Damage or Damaged

Damage or Damaged means accidental loss or destruction of or damage

### 3. Glass

Glass means flat annealed fixed glass toughened and laminated glass stained glass illuminated signs and electric light fittings at the Business Premises

### 4. In Transit

In Transit means whilst in the course of a journey by any means including whilst in the process of

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

and concluding when the Property has either been placed at the Premises or receipt acknowledged by a consignee

### 5. Machinery Plant and All Other Contents

Machinery Plant and All Other Contents means

- (a) property comprising contents of common parts including fitted carpets (but not landlord's fixtures and fittings and property comprising fixtures and fittings formerly the property of tenants which has been relinquished to the Named Insured)
- (b) furniture furnishings refrigerators dishwashers washing machines microwaves and other white goods potted plants and their containers
- (c) ornaments and statues but not where insured under Buildings (or where the designation under which such Property appears in the Named Insured's books would require such Property to be insured under Buildings) up to a limit of €500 for any one ornament or statue
- (d) unfixed signs up to a limit of €1,000 for any one sign
- (e) contents of fuel and oil tanks
- (f) refuse disposal bins and skips
- (g) directors' partners' and Employees' pedal cycles tools instruments and other personal effects up to a limit of €1,000 per person in so far as they are not otherwise insured

Additionally in respect of Business Premises which the Named Insured occupies Machinery Plant and All Other Contents includes

- (h) fixtures and fittings other than landlord's fixtures and fittings
- (i) tenants' improvements alterations and decorations

- (j) Services but not where insured under Buildings (or where the designation under which such Property appears in the Named Insured's books would require such Property to be insured under Buildings)
- (k) office equipment
- (l) deeds plans designs documents manuscripts business books and records (other than Programmes or Data) but only for their value as materials together with the cost of clerical labour expended in reproducing them and not for the value to the Named Insured of the information contained therein
- (m) patterns models and moulds up to their value as materials together with the cost of labour expended in reinstating them in so far as they are not otherwise insured
- (n) visitors' pedal cycles tools instruments and other personal effects up to a limit of €1,000 per person in so far as they are not otherwise insured

Machinery Plant and All Other Contents does not include Stock or Computer and Telecommunication Equipment or Portable Electronic Equipment or other Property Insured specified in the Schedule

**6. Premises and Business Premises**

Premises means those premises at the addresses described in the List Of Premises And Other Locations Schedule attaching to the Master Schedule or in any subsequent Endorsement Schedule or Renewal Schedule forming part of this Policy and identified by the Premises Code shown against it

Business Premises means those Premises which the Named Insured owns occupies or is responsible for

**7. Property and Property Insured**

Property and Property Insured means as described in the Schedule and Specification forming part of this Property Damage Section

**8. Sanitary Ware**

Sanitary Ware means wash basins lavatory pans or other sanitary fittings at the Business Premises

**9. Services**

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

**Cover**

**1. General**

If during the Period of Insurance the Property Insured described in the Schedule or any part thereof shall be Damaged (other than by an excluded cause) the Company will pay to the Named Insured the value of the Property or the amount of the Damage at the time of the happening of such Damage in accordance with the Basis of Settlement (or as otherwise provided for herein) or at the Company's option reinstate replace or repair such Property or any part thereof provided that the Company's liability in respect of each insured item shall be limited to the Sum Insured for that item in the Schedule

This Cover clause does not cover accidental loss distortion corruption or erasure of Programmes or Reinstatement of Programmes or Reinstatement of Data or the value to the Named Insured of the Data contained therein

**2. Temporary Removal**

Subject to the limit specified in the Schedule the insurance provided by this Property Damage Section on Property Insured at the Premises is extended to cover such property whilst temporarily away from the Premises within the Territorial Limits during the Period of Insurance for the purposes of renovation repair service or cleaning

This clause does not cover Damage to explosive goods any other goods of a dangerous nature deeds plans designs documents manuscripts business books computer system records or Stock

**3. Mortgagee/freeholder/Lessor**

The interest of the mortgagee freeholder lessor in the insurance provided by this Property Damage Section shall not be prejudiced by any act or neglect of the Named Insured or occupier of any Building whereby the risk of Damage is increased without the authority or knowledge of the mortgagee freeholder lessor provided the mortgagee freeholder lessor shall immediately on becoming aware thereof give notice in writing to the Company and pay an additional premium if required

**4. Non-Invalidation**

The insurance provided by this Property Damage Section shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased unknown to or beyond the control of the Named Insured provided that immediately after the Named Insured becomes aware thereof the Named Insured gives notice to the Company and pays an additional premium if required

**5. Workmen**

Workmen are allowed in or about any of the Business Premises for the purpose of carrying out minor alterations minor repairs decorations and maintenance without prejudice to this insurance

**6. Architects' Surveyors' Legal and Other fees**

The insurance provided by this Property Damage Section in respect of Property Insured also applies to architects' surveyors' legal and other professional fees (but excluding professional fees of managing Agents) necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such reinstatement and provided that

- (a) unless (b) below applies the Company's liability for Damage and fees shall not exceed in total the Sum Insured in respect of each insured item of Property Insured
- (b) where there is a specific item in the Schedule for architects' surveyors' legal and other professional fees the Company's liability shall not exceed the Sum Insured in respect of such item in respect of any one Event

**7. Automatic Reinstatement**

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss then in consideration of the insurance not being reduced by the amount of such loss the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance

**8. Capital Additions**

The insurance provided by this Property Damage Section on items specified in the Schedule in respect of Buildings Computer and Telecommunication Equipment Machinery Plant and All Other Contents extends to cover

- (a) alterations additions and improvements to Property Insured (but not appreciation in value thereof)
- (b) newly acquired or occupied property (other than property acquired by consolidation or merger with or purchase or acquisition of another firm body corporate or entity) insofar as the same are not otherwise insured anywhere within the Territorial Limits

Provided that

- (i) at any one situation the Company's liability shall not exceed the limits specified in the Schedule in respect of any one event
- (ii) the Named Insured shall advise the Company as soon as practicable and in any event within 3 months of any such alterations additions and improvements or newly acquired or occupied property
- (iii) the Named Insured shall pay to the Company any additional premium due

**9. Removal of Debris**

The insurance provided by this Property Damage Section extends to cover costs and expenses necessarily incurred by the Named Insured with the consent of the Company in

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

of the Property Insured as a result of Damage insured by this Property Damage Section

Provided that

- (i) The Company will not pay for any costs or expenses
  - A. incurred in removing debris except from the site of such Property Damaged and the area immediately adjacent to such site
  - B. arising from the pollution or contamination of property not insured by this Property Damage Section
- (ii) unless (iii) below applies the Company's liability for Damage and removal of debris shall not exceed in total the Sum Insured in respect of each insured item of Property Insured
- (iii) where there is a specific item in the Schedule for removal of debris the Company will pay for costs or expenses incurred in removing debris only to the extent described in such item in the Schedule and the Company's liability shall not exceed the Sum Insured in respect of such item in respect of any one Event

**10. European Union and Public Authorities Clause (including Undamaged Property)**

Subject to the following special conditions the insurance provided by this Property Damage Section in respect of Property Insured extends to cover such additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of

- (a) European Union Legislation or
- (b) Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or Bye-Laws of any Public Authority

(hereinafter referred to as the Stipulations) in respect of

- the Damaged Property
- undamaged portions thereof

excluding

- (i) the cost incurred in complying with the Stipulations

- A. in respect of Damage occurring prior to the inception of this Cover clause
  - B. in respect of loss destruction or damage not insured by this Property Damage Section
  - C. under which notice has been served upon the Named Insured prior to the happening of the Damage
  - D. for which there is an existing requirement which has to be implemented within a given period
  - E. in respect of Property entirely undamaged by any peril hereby insured against
- (ii) the additional cost that would have been required to make good the Property Damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
  - (iii) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by the owner thereof by reason of compliance with the Stipulations

**Special Conditions**

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Company may in writing allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Company under this Cover clause not being thereby increased
2. If the liability of the Company under this Property Damage Section apart from this Cover clause shall be reduced by the application of any of the terms of this Property Damage Section then the liability of the Company under this Cover clause shall be reduced in like proportion
3. The Company's liability in respect of this Cover clause shall not exceed
  - (a) in respect of the Damaged Property
    - (i) 15% of its Sum Insured
    - (ii) where the Sum Insured applies to Property at more than one Business Premises 15% of the total amount for which the Company would have been liable had the Property Insured at the Business Premises where the Damage has occurred been wholly destroyed
  - (b) in respect of undamaged portions of Property (other than foundations) 15% of the total amount for which the Company would have been liable had such Property been wholly destroyed

4. The Company's total liability for Damage and costs covered under this Cover clause in respect of each insured item of Property Insured shall not exceed its Sum Insured
5. All the terms and conditions of this Property Damage Section except in so far as they are varied hereby shall apply as if they had been incorporated herein

**11. Glass and Sanitary Ware**

The insurance provided by this Property Damage Section extends to cover the costs incurred in

- (a) replacing all fixed Glass on the interior and exterior of the Buildings and any Sanitary Ware
- (b) any necessary boarding up or temporary glazing pending replacement of broken Glass
- (c) removing and re-fixing window fittings or other obstacles to Glass replacement

caused by Damage which is not otherwise excluded by this Property Damage Section and where the responsibility for such costs has not been passed by the Named Insured to a tenant occupying the Building

Provided that where such Glass or Sanitary Ware is not Property Insured

- (i) this cover applies only if the Named Insured is responsible for such costs
- (ii) the Company's liability under this Cover clause is limited to the limit specified in the Schedule in any one Event

**12. Loss of Metered Water Gas Oil and Electricity**

The insurance provided by this Property Damage Section extends to cover loss of metered water gas oil or electricity arising from Damage not otherwise excluded at the Business Premises resulting in a water gas oil or electricity charge which the Named Insured is unable to recover from any other party

Provided that

- (a) the extent of such loss is determined by measurement from the water gas oil or electricity supply meter
- (b) the amount payable is in respect of the excess water gas oil or electricity charges levied by the water gas oil or electricity provider but shall not exceed the limits specified in the Schedule
- (c) in establishing the amount of such excess charges in paragraph (a) above account shall be made of historic metered usage adjusted as necessary to provide for circumstances in the Business affecting usage during the relevant period

**13. Fire Extinguishing Expenses and Alarm Re-setting Expenses and Fire Brigade Charges**

The insurance provided by this Property Damage Section extends to cover

- (a) the costs incurred by the Named Insured in
  - (i) recharging replenishing or replacing fire extinguishing appliances
  - (ii) recharging of gas extinguishing installations
  - (iii) refilling sprinkler tanks where costs are metered
  - (iv) replacing sprinkler heads in automatic sprinkler installations
  - (v) resetting fire and intruder alarms and closed circuit television systems

rendered necessary as a result of Damage to Property Insured caused by fire at the Business Premises and covered under this Property Damage Section

- (b) charges levied by a fire authority under the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured in circumstances which have given rise to or would have given rise to Damage

**14. Keys**

Subject to the limit specified in the Schedule the insurance provided by this Property Damage Section extends to cover the reasonable cost of replacement locks or lock mechanisms and keys in respect of doors and windows necessary to maintain the security of the Business Premises and safes and strongrooms contained in the Business Premises

- (a) resulting from any accidental loss of keys occurring within the Territorial Limits
- (b) where there is reasonable evidence that such keys have been copied by an unauthorised person

**15. Theft Damage to Buildings**

The insurance provided by this Property Damage Section extends to cover the cost of repairing Damage to buildings not insured by this Property Damage Section caused by theft or attempted theft provided the Named Insured is legally liable for such cost and the Damage is not otherwise insured

**16. Outdoor Trees Shrubs Plants and Landscaping**

Subject to the limits specified in the Schedule the insurance provided by this Property Damage Section extends to cover

- (a) Damage to outdoor trees shrubs and plants at the Business Premises including the cost of removing from the Business Premises following Damage

- (b) the cost of restoring any Damage done to landscaping not otherwise being property described in paragraph (a) above by the emergency services in entering the Business Premises as a result of Damage

**17. Inadvertent Omission**

The Named Insured having intended to insure with the Company all buildings within the Territorial Limits in which the Named Insured is interested and the Named Insured's belief is that all such buildings are insured if hereafter any building shall be found to have been inadvertently omitted the Company will deem such building to be insured within the terms of this Property Damage Section as if it were insured under the Property Insured item in respect of Buildings subject to payment of the required premium in respect of such building as from the inception of this Property Damage Section or from the date of the Named Insured's interest in the building if erected or purchased after the inception of this Property Damage Section

Provided that

- (a) at any one situation the Company's liability under this Cover clause is limited to the limit specified in the Schedule
- (b) at any one situation the limit of liability under this Cover clause shall for the purpose of the Underinsurance Condition be added to the Sum Insured on the item of Property Insured in respect of Buildings or in the case of Reinstatement Day One Basis to the Declared Value
- (c) the insurance under this Cover clause shall not apply in respect of buildings situate outside of the Territorial Limits
- (d) the insurance under this Cover clause shall not apply in circumstances where Cover clause - Capital Additions applies
- (e) the Named Insured shall undertake and complete a full and thorough review of its buildings portfolio at least once a year to check that insurance has been placed with the Company for all buildings and in respect of any omission discovered the Named Insured shall immediately advise the Company

**18. Temporary Removal (Deeds and Documents)**

Subject to the limit specified in the Schedule the insurance provided under this Property Damage Section with respect to deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) and Unfixed Media on which Data or Programmes are recorded at those Premises occupied by the Named Insured is extended to cover such property whilst temporarily removed from the Premises anywhere within the Territorial Limits

**19. Other Interested Parties**

The interest of other parties in this insurance is noted it being understood that in the event of a claim against this Property Damage Section the Named Insured will disclose the nature and extent of such other interest to the Company

It is agreed that where work is carried out at any Business Premises insured by this Property Damage Section under Clause 22(c) of the JCT Standard form of Building Contract or any similar contract then the contractor and others named in the contract are deemed to be joint insured under this Property Damage Section to the extent required by the contract provided that the Named Insured shall inform the Company as soon as practicable and accept additional terms as the Company may require

**20. Trace and Access**

Subject to the limit specified in the Schedule the insurance provided by this Property Damage Section extends to cover costs necessarily and reasonably incurred with the consent of the Company in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil or gas including subsequent repair to walls floors or ceilings provided that the insurance under this Cover clause shall not apply in respect of the cost of repairs to any fixed domestic water services or heating installation

**21. Clearance of Drains**

Subject to the limit specified in the Schedule the insurance provided by this Property Damage Section extends to cover costs and expenses necessarily incurred by the Named Insured in clearing drains sewers and gutters the property of the Named Insured or for which the Named Insured is responsible at Business Premises following Damage

**22. Temporary Repairs**

The insurance provided by this Property Damage Section extends to cover the costs necessarily and reasonably incurred with the consent of the Company in effecting temporary repairs following Damage hereby insured in order that the Business may continue

Provided that the Company's liability under this Cover clause is limited to

- (a) 15% of the total cost of permanent repair or replacement or
- (b) 15% of the Sum Insured in respect of the item of Property Insured sustaining Damage

whichever is the lowest in any one Event

**23. Arson and Theft Reward Costs**

The insurance provided by this Property Damage Section extends to cover rewards payable for the receipt of information which leads to the prosecution and conviction of a perpetrator of arson or theft following Damage not otherwise excluded at the Business Premises

Provided that

- (a) such rewards are agreed by the Company in writing and by police or other reputable statutory authority and
- (b) the Company's total liability under this Cover clause is limited to the limit specified in the Schedule

**24. Loss Prevention and Mitigation Expenditure**

The insurance provided by this Property Damage Section extends to cover the costs and expenses reasonably incurred by the Named Insured in

- (a) preventing or mitigating Damage to Property Insured in the event of imminent Damage not otherwise excluded
- (b) preventing or mitigating further Damage not otherwise excluded to Property Insured in consequence of actual Damage to Property Insured not otherwise excluded

Provided that

- (i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred and
- (ii) the costs and expenses so incurred did prevent or mitigate the Damage
- (iii) the Company's liability under this Cover clause is limited to the limit specified in the Schedule
- (iv) where the same costs and expenses covered under this Cover clause are also covered elsewhere under the Policy payment shall only be made under one of the applicable Policy provisions

**25. Managing Agent's Fees**

The insurance provided by this Property Damage Section in respect of Property Insured also applies to professional fees of managing Agents necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for fees which are incurred as part of the managing Agent's general administrative duties or purely in connection with the preparation or administrative handling of a claim and provided that

- (a) the Company's liability for Damage and fees shall not exceed in total the Sum Insured in respect of each insured item of Property Insured
- (b) such fees are in respect of work of benefit to the Company and have been agreed with the Company in advance

**26. Unauthorised Use of Electricity Gas Oil or Water**

The insurance provided by this Property Damage Section extends to cover the cost of metered electricity gas oil or water for which the Named Insured is legally responsible arising from its

unauthorised use by persons taking possession of or occupying Business Premises without the Named Insured's authority provided that

- (a) the Named Insured shall take all practical steps to terminate such unauthorised use as soon as it is discovered
- (b) the Company's total liability under this Cover clause is limited to the limits specified in the Schedule

**27. VAT**

Subject to the limit specified in the Schedule the insurance provided by this Property Damage Section in respect of Buildings extends to cover in addition to the Sum Insured any value added tax paid by the Named Insured (including self-supply value added tax) which is not subsequently recoverable

Provided that

- (a) (i) the Named Insured's liability for such tax arises solely as a result of reinstatement of Buildings following Damage and the Company shall have paid or shall have agreed to pay for such reinstatement
- (ii) if any payment made by the Company in respect of the reinstatement of Buildings following Damage should be less than the actual costs of reinstatement any payment under this cover clause shall be reduced in like proportion
- (b) the Named Insured's liability for such tax does not arise from the reinstated Building having a greater floor area than or being better or more extensive than the Building Damaged
- (c) where an option to reinstate on another site is exercised the Company's liability under this cover clause shall not exceed the amount of tax that would have been payable had the Building been rebuilt on its original site
- (d) the Company's liability under this cover clause shall not include amounts payable by the Named Insured as penalties or interest for non-payment or late payment of tax

**28. Reinstatement of Programmes**

In the event of accidental loss distortion corruption or erasure of Programmes recorded on Media insured by this Property Damage Section as a result of Damage insured by Cover clause – General the Company will pay the costs necessarily and reasonably incurred by the Named Insured in

- (a) the Reinstatement of Programmes but not for any Reinstatement of Data or for the value to the Named Insured of the Data contained therein
- (b) associated documentation and source materials excluding the value to the Named Insured of the information contained therein

Provided that the Company's liability under this Cover clause is limited to the Sum Insured for this item in the Schedule in any one Event

**29. Reinstatement of Data**

In the event of accidental loss distortion corruption or erasure of Data recorded on Media insured by this Property Damage Section as a result of Damage insured by Cover clause – General the Company will pay the costs necessarily and reasonably incurred by the Named Insured in

- (a) the Reinstatement of Data but not for the value to the Named Insured of the Data
- (b) associated documentation and source materials excluding the value to the Named Insured of the information contained therein

Provided that the Company's liability under this Cover clause is limited to the Sum Insured for this item in the Schedule in any one Event

**30. Debris Removal – Tenants Contents**

The insurance provided by this Property Damage Section extends to cover costs and expenses necessarily incurred by the Named Insured with the consent of the Company in removing the debris of contents (not being Property Insured) from the Business Premises as a result of Damage insured by this Property Damage Section

Provided that

- (a) the Company will not pay for any costs and expenses
  - (i) incurred in removing debris except from the site of such property Damaged and the area immediate adjacent to such site
  - (ii) arising from pollution or contamination of such contents
- (b) the Company's liability under this Cover clause is limited to the limit specified in the Schedule in any one Event

**31. Fly Tipping**

The insurance provided by this Section extends to cover costs and expenses necessarily and reasonably incurred by the Named Insured in removing property illegally deposited at the Business Premises

Provided that

- (a) the Company shall not be responsible for removing property that was illegally deposited at the Business Premises before the inception of this Policy
- (b) the Company's liability under this cover clause is limited to the limits specified in the Schedule in any one Event and in any one Period of Insurance

- (c) the Named Insured shall be responsible for the first €500 in respect of each Event or the Deductible shown in the Schedule (whichever is the greater amount)

**32. Eviction of Squatters**

The insurance provided by this Property Damage Section extends to cover legal costs and expenses payable to a lawyer or other suitably qualified person appointed to act for the Named Insured with the Company's prior written consent in a civil action to evict any person from a Building who is occupying the Building without the Named Insured's permission

Provided that

- (a) any civil action must be commenced in a court or other body having legal authority agreed to by the Company within the Territorial Limits
- (b) this Cover clause shall not apply in respect of
  - (i) any cause of the action arising within 90 days of the Inception Date of
  - (ii) any cause of action involving the Named Insured's tenant
  - (iii) any costs and expenses which are otherwise insured
- (c) the Company's liability under this Cover clause is limited to the limit specified in the Schedule in any one Period of Insurance

**33. Local Authority Rates**

The insurance provided by this Property Damage Section extends to cover the local authority rates the Named Insured becomes liable to pay as a result of the lessee being able to determine or frustrate the lease following Damage

Provided that

- (a) this Cover clause shall not apply
  - (i) to local authority rates in respect of any portion of the Business Premises which were untenanted at the date of the Damage
  - (ii) where the Named Insured elects not to reinstate the Damaged Property
  - (iii) where the Business Premises are unfit for occupation as a result of an act or omission by the Named Insured or someone acting on the Named Insured's behalf which has resulted in a valuation officer reinstating the Business Premises on the rating list
- (b) the Company's liability under this Cover clause is limited to the limit specified in the Schedule in any one Period of Insurance

**34. Removal of Wasp Bee and Hornet Nests**

The insurance provided by this Property Damage Section extends to include the costs and expenses necessarily and reasonably incurred by the Named Insured or its Agent in removing or destroying any active wasp bee or hornet nest from within any building at the Business Premises

Provided that

- (a) this Cover clause shall not apply in respect of any nest which was in a building before the Inception Date
- (b) the Company's liability under this Cover clause is limited to the limit specified in the Schedule in any one Event

**35. Removal of Vermin**

The insurance provided by this Property Damage Section extends to include the costs and expenses necessarily and reasonably incurred by the Named Insured or its Agent to remove vermin from within any building at the Business Premises where the removal is required by a competent local authority

Provided that

- (a) this Cover clause shall not apply in respect of any vermin which was in a building before the Inception Date
- (b) the Company's liability under this Cover clause is limited to the limit specified in the Schedule in any one Event

**36. Tree Felling and Lopping**

The insurance provided by this Property Damage Section extends to cover costs and expenses necessarily and reasonably incurred by the Named Insured or its Agent in removing any fallen tree or in lopping and felling any tree which represents an immediate danger to the safety of any person or Property Insured

Provided that

- (a) the Named Insured is responsible for maintenance of the trees
- (b) this Cover clause shall not apply in respect of
  - (i) legal or local authority costs
  - (ii) costs solely incurred to comply with a preservation order
- (c) the Company's liability under this Cover clause is limited to the limits specified in the Schedule in any one Event and in any one Period of Insurance

### 37. Contract Works

Notwithstanding Property Damage Section Exclusion 11 (b) and the words culverts or excavations of Property Damage Section Exclusion 11(c) where the Named Insured has entered into a contract or agreement for Contract Works at the Business Premises the insurance provided by this Property Damage Section extends to cover the Permanent Works Temporary Works and unfixed materials on the site of the Contract Works to the extent required by the contract

Notwithstanding Cover clause – Other Interested Parties where work is carried out at any Business Premises insured under the JCT Standard form of Building Contract or any similar contract then the contractor and others named in the contract are deemed to be joint insured under this Cover clause to the extent required by the contract without need for the Named Insured to inform the Company

Provided that

- (a) the insurance under this Cover clause shall not apply to property which is otherwise insured
- (b) the Company's liability under this Cover clause is limited to the limit specified in the Schedule in any one Event
- (c) the Named Insured shall be responsible for the first €500 in respect of each Event or the Deductible shown in the Schedule (whichever is the greater amount)

For the purposes of this Cover clause the following terms shall have the following definitions

Contract Works means

- (a) new buildings in course of erection and
- (b) alterations and additions to existing buildings

Permanent Works means the permanent materials and equipment for incorporation into the Contract Works

Temporary Works means those things erected or constructed for the purpose of making possible the erection or installation of the Permanent Works Temporary Works does not include site huts or scaffolding

### 38. Loss of Investment Value

Where any Building which is an item of Property Insured suffers Damage insured by this Property Damage Section while the Building is being offered for sale on the open market the insurance provided by this Property Damage Section extends to cover the Loss of Investment Value

As used in this Cover clause Loss of Investment Value means the reduction in sale price achieved by the Named Insured on the Building as a result of the Damage

Provided that

- (a) the amount payable will be substantiated by a practicing member of the Royal Institute of Chartered Surveyors whose appointment will be agreed by the Company and the Named Insured
- (b) the Company will take into consideration all other sums recovered for the Damage under this Property Damage Section or from any other source
- (c) the Company's liability under this Cover clause is limited to the limit specified in the Schedule in any one Event

### 39. Loss of Market Value

- (a) Notwithstanding anything to the contrary in any Basis of Settlement provision if a Building which is an item of Property Insured suffers Damage insured by this Property Damage Section and the Named Insured elects not to repair or rebuild the Building the insurance provided by this Property Damage Section extends to cover the reduction in the market value of the Building immediately following the Damage but not exceeding the lesser of
  - (i) the amount which would have been payable if the Building was repaired or rebuilt
  - (ii) the Sum Insured for the Building
- (b) if as a result of Damage insured by this Property Damage Section the Named Insured is required to repair or rebuild a Building which is an item of Property Insured in a manner different from that immediately before the Damage solely to comply with the Stipulations (as defined in the Cover clause – European Union and Public Authorities Clause (including Undamaged Property)) and as a result there is a reduction in market value thereof the Company agree to pay the reduction in market value

Provided that the Company's liability under this paragraph (b) of this Cover clause is limited to the limit specified in the Schedule in any one Event

### 40. Emergency Services

Subject to the limit specified in the Schedule the insurance provided by this Property Damage Section extends to cover Damage to Property Insured at the Business Premises caused by or resulting from the actions of the emergency services and this shall include deliberate acts where such deliberate acts are for the purposes of safeguarding human life or minimising Damage

### 41. Motor Vehicles

The insurance provided by this Property Damage Section extends to cover motor vehicles the property of the Named Insured whilst on the Business Premises insofar as they are not more specifically insured

## Conditions

### 1. Fire Precautions – Business Premises

(applicable only if the devices described therein are installed at the Business Premises and are the direct responsibility of the Named Insured or its Agent)

The Named Insured or its Agent shall

#### (a) Fire Break Doors and Shutters

ensure that all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order

#### (b) Fire Extinguishing Appliances

ensure that all fire extinguishing appliances will be regularly inspected and maintained in efficient working order

### 2. Security and Intruder Alarm Precautions – Business Premises

The Named Insured or its Agent shall ensure that in respect of Business Premises for which the security is the direct responsibility of the Named Insured or its Agent or in respect of any empty or disused building

(a) all security devices (other than intruder alarms) including locks fastenings shutters and other methods of securing access to the Business Premises are in full and effective operation and keys removed from the Business Premises whenever same is closed for business

(b) where the Company has required an intruder alarm to be installed or if an intruder alarm is already installed on the Business Premises

(i) the intruder alarm must be maintained in efficient working order at all times and in accordance with its installation specification or as otherwise approved by the Company

(ii) a maintenance service contract with the installation company or as otherwise approved by the Company must be in force and the maintenance company immediately advised of any apparent defect in the intruder alarm or its signalling

(iii) the intruder alarm shall be put into full and effective operation at all times in respect of 24 hour designated circuits and otherwise the Business Premises must not be left unattended unless

A. the intruder alarm is put into full and effective operation including where the equipment permits any central station to which the intruder alarm is connected acknowledging the setting signal

B. the intruder alarm is regularly tested and is in full and efficient working order

(iv) the Named Insured shall give immediate written notice to the Company if it receives from the police or security organisation warning of a possible or intended withdrawal of response to calls from the intruder alarm or of a reduced response level

The insurance provided under this Property Damage Section does not cover Damage caused by

A. theft or attempted theft from the Business Premises other than by robbery or attempted robbery or

B. malicious persons at any time when the Premises are closed for business or left unattended

where police response to alarm activation is withdrawn unless written agreement has been obtained from the Company that such insurance remains operative

For the purposes of this condition intruder alarm includes detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling and ancillary telecommunication systems

### 3. Underinsurance

The Sum Insured by each item of this Property Damage Section is declared to be separately subject to an Underinsurance Condition The Underinsurance Condition applicable is dependent upon which Basis of Settlement applies and is detailed therein

### 4. Unoccupancy

The Named Insured shall notify the Company in writing as soon as is reasonable when any Building or part thereof becomes unoccupied for more than thirty consecutive days and shall pay or agree to pay additional premium if required by the Company Further the Named Insured shall notify the Company when an unoccupied Building or part thereof becomes occupied

### 5. Explosion

In respect of any vessel machinery or apparatus or its contents belonging to or in the custody or control of the Named Insured for which the Named Insured is responsible cover against destruction or damage thereto caused by an explosion originating therein is subject to a policy or other contract providing an inspection service that complies with the statutory regulations applying in respect of such vessel machinery or apparatus

### 6. Claims Conditions

#### (a) Contracting Purchaser's Interest

If at the time of Damage the Named Insured shall have contracted to sell its interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the Property is not otherwise insured

against such Damage by or on behalf of the purchaser) shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of the Named Insured or the Company until completion

**(b) Subrogation Waiver**

In the event of a claim arising under this Property Damage Section the Company agrees to waive any rights remedies or relief to which the Company might become entitled by subrogation against

- (i) (a) any company standing in the relation of parent to subsidiary to the Named Insured
- (b) any company standing in the relation of subsidiary to parent to the Named Insured
- (c) any company which is a subsidiary of a parent company of which the Named Insured is a subsidiary

in each case as defined by current legislation

- (ii) any tenant or lessee of the Named Insured at the Business Premises unless

- (a) Damage has been occasioned or contributed to by the fraudulent or criminal or malicious act of such a tenant or lessee
- (b) Damage has occurred to parts of the Business Premises not leased or rented by such tenants other than common areas the use of which is available to all tenants

**(c) Reinstatement**

If any Property is to be reinstated or replaced by the Company the Named Insured shall at its own expense provide all such plans documents books and information as may reasonably be required The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured

**(d) Company's Rights following a Claim**

On the happening of Damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Policy enter take or keep possession of the Premises where such Damage has occurred and take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner

No Property may be abandoned to the Company whether taken possession of by the Company or not

**7. Designation**

Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in the Named Insured's books

**8. Programmes and Data**

The Named Insured shall

- (a) take all reasonable precautions to prevent accidental loss distortion corruption or erasure of Programmes or Data
- (b) in respect of Programmes maintain a backup copy of the current version at a location other than the respective Premises where the Media on which the Programmes are recorded is situate
- (c) in respect of Data maintain a weekly full system backup of Data at a location other than the respective Premises where the Media on which the Data is recorded is situate

**Basis of Settlement**

The amount payable for each Item of Property stated in the Schedule will be in accordance with one of the following Basis of Settlements defined below for which a Code is shown beside that Item in the Schedule or the Company at its option may elect to reinstate or replace the Property or any part of it which is lost destroyed or damaged

Provided that if at the time of Damage a Building insured under this Property Damage Section is awaiting refurbishment redevelopment or renovation the Company shall not pay for costs that the Named Insured would have incurred in the absence of any Damage

**1. Indemnity – Code: INDTY**

Subject to the following Special Provision the Company will pay the value of the Property at the time of its Damage or the amount of such Damage whichever is the lesser

**Special Provision**

**Underinsurance Condition**

If any Sum Insured to which this Basis of Settlement applies is at the commencement of Damage less than the total value of the Property covered within such Sum Insured the amount payable by the Company in respect of such Damage will be proportionately reduced and the Named Insured considered to be its own insurer for the difference

**2. Reinstatement – Code: REINS**

Subject to the following Special Provisions the basis upon which the amount payable in respect of the Property Insured is to be calculated will be Reinstatement of the Property Damaged

For the purpose of this Basis of Settlement Reinstatement means

- (a) the rebuilding or replacement of Property Damaged which provided the liability of the Company is not increased may be carried out
  - (i) in any manner suitable to the requirements of the Named Insured
  - (ii) upon another site
- (b) the repair or restoration of Property Damaged

in either case to a condition equivalent to or substantially the same as but not better than or more extensive than its condition when new

### Special Provisions

- (a) **Repairs and Restoration**  
The liability of the Company for the repair or restoration of Property Insured sustaining Damage in part only shall not exceed the amount which would have been payable had such Property been entirely destroyed
- (b) **Underinsurance Condition**  
If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any Item to which this Basis applies exceeds its Sum Insured at the commencement of Damage the amount payable by the Company will not exceed that proportion of the amount of such Damage which the said Sum Insured compares to the total cost of reinstating the whole of such Property Insured at that time
- (c) **Unavoidable Betterment**  
In the event that Damaged Property Insured cannot be repaired necessitating complete replacement and such Property Insured cannot be replaced with property of a condition equivalent to or substantially the same as but not better than or more extensive than the Damaged Property Insured's condition when new the Company will pay the cost of new property which represents the next best available model Provided that the Company shall not be liable for any additional expenditure incurred to ensure compatibility of the new property with existing property
- (d) **Reinstatement to Match**  
Reinstatement includes the cost of replacement or modification of non-damaged parts of the Buildings and Machinery Plant and All Other Contents that form part of a suite common design or function where the Damage is restricted to a clearly identifiable area or to a specific part  
  
Provided always that the Company's liability under this paragraph (d) shall not exceed 10% of the Sum Insured under the relevant item of Property Insured or the amount that would have been payable had the suite common design or function been entirely destroyed whichever is the lesser any one Event

- (e) **Alternative Basis of Payment**  
The amount payable will be in accordance with the Indemnity Basis instead of the Reinstatement Basis
  - (i) unless reinstatement commences and proceeds without unreasonable delay
  - (ii) until the cost of reinstatement has been incurred
  - (iii) if the Property at the time of Damage is insured by any other insurance taken out by or on behalf of the Named Insured which is not written on the same basis of reinstatement as defined

- 3. **Day One Reinstatement – Code: DAY ONE**  
Subject to the following Special Provisions the basis on which the amount payable for the Property Insured is to be calculated is the same as the Reinstatement Basis of Settlement except that special provision 2(b) Underinsurance Condition is restated as follows

If at the time of Damage the Declared Value of the Property Insured covered by such Item is less than the cost of reinstatement at the time cover on this Basis is taken out then the Company's liability for the Damage will not exceed that proportion of the Damage which the Declared Value bears to such cost of reinstatement

### Special Provisions

- (a) The Premium has been calculated on the basis of the Declared Value stated in writing to the Company
- (b) As used in this Basis of Settlement Declared Value means the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with the Reinstatement Basis of Settlement paragraph 2(a) at the level of costs applying at the commencement of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for
  - (i) Removal of Debris
  - (ii) Professional Fees
  - (iii) complying with Public Authority Requirements
- (c) At the commencement of each Period of Insurance the Named Insured will notify the Company of the Declared Value of the Property Insured by each item In the absence of such declaration the last amount declared by the Named Insured will be taken as the Declared Value for the ensuing Period of Insurance
- (d) The Declared Value for each item of Property insured in accordance with this Basis of Settlement is the amount shown in the brackets

below the Sum Insured in respect of each item on the Property Damage Specification

- (e) The liability of the Company in respect of Property insured in accordance with this Basis of Settlement is limited to
  - (i) the Declared Value applicable to each item multiplied by the Day One Adjustment figure specified in the Schedules or
  - (ii) if special provision 2(e) of the Reinstatement Basis (Alternative Basis of Payment) applies the Declared Value applicable to each item as specified in the Schedules

## Exclusions

The insurance provided under this Property Damage Section does not cover

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

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

2. (a) Damage caused by or consisting of
  - (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
  - (ii) change in temperature colour flavour texture or finish
  - (iii) the freezing solidification or inadvertent escape of molten material

but this shall not exclude

- A. such Damage as described in paragraphs (i) to (iii) above which itself results from another cause not otherwise excluded
- B. subsequent Damage which itself results from a cause not otherwise excluded

- (b) Damage consisting of
  - (i) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith but this shall not exclude
    - A. such Damage as described which itself results from another cause not otherwise excluded
    - B. subsequent Damage which itself results from a cause not otherwise excluded
  - (ii) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not exclude
    - A. such Damage as described which itself results from another cause not otherwise excluded
    - B. subsequent breakdown or derangement to surrounding property not forming part of the same machine apparatus or equipment
    - C. other subsequent Damage which itself results from a cause not otherwise excluded

3. Damage caused by theft or attempted theft of the Property Insured from the Premises as stated in the specification to the Schedule forming part of this Property Damage Section

but this shall not exclude Damage

- (a) caused by theft or attempted theft of the Property Insured from within the buildings (but not outbuildings) at the Premises
- (b) in respect of forcible and violent theft or attempted theft of an external part of the buildings (or anything attached to the buildings) at the Premises
- (c) caused by theft or attempted theft of the Property Insured from outbuildings at the Premises where accompanied by forcible and violent entry to or exit from the outbuildings or by violence to persons or threat of violence to persons
- (d) caused by theft or attempted theft of the Property Insured from the grounds at the Premises where accompanied by forcible and violent entry to or exit from grounds at the Premises or by violence to persons or threat of violence to persons

and provided that the Premises have not been unoccupied for a period of more than thirty consecutive days

This exclusion shall not apply to subsequent Damage which itself results from a cause not otherwise excluded

4. Damage to Property Insured

- (a) away from the Premises caused by theft or attempted theft of the Property Insured
  - (i) from or on an unattended vehicle or trailer during Working Hours unless all doors windows and other means of access were secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked
  - (ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors windows and other means of access were secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked and such vehicle or trailer was garaged in a securely closed and locked building or compound
  - (iii) from or on an unattended soft topped open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer
  - (iv) where the Property is otherwise left unattended unless contained in a locked building of substantial construction or in a secure locked room

As used in this provision unattended means that the Named Insured or any person to whom the Named Insured has entrusted the care custody and control of Property Insured is unable to exercise control over or otherwise unable to influence events affecting the Property

- (b) in or on soft topped open topped or open sided vehicles or trailers if caused by
  - (i) storm tempest water hail frost or snow
  - (ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours

5. Damage caused by pollution or contamination but this shall not exclude Damage to the Property Insured not otherwise excluded caused by

- (a) pollution or contamination which itself results from a Defined Peril

- (b) a Defined Peril which itself results from pollution or contamination

6. Damage caused by or consisting of

- (a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (b) normal settlement or bedding down of new structures
- (c) dishonesty fraudulent action trick device or other false pretence by any Employee partner or director of the Named Insured whether acting alone or in collusion with others
- (d) disappearance unexplained or inventory shortage misfiling or misplacing of information

7. Damage to Buildings or structures thereat caused by their own collapse or cracking unless resulting from a Defined Peril and not otherwise excluded

8. Damage caused by wind rain hail sleet snow flood or dust to moveable Property in the open or fences or gates

9. Damage to that part of the Property

- (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- (b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair

10. Damage in respect of any Building or any property within such Building which is unoccupied for a period of more than thirty consecutive days other than Damage caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom subject to the following Special Condition

**Special Condition**

The Named Insured or its Agent shall ensure that

- (a) such unoccupied buildings are secured against illegal entry and all external doors and accessible external windows are fitted with good quality locks
- (b) all services other than limited services required for security guards fire and burglar alarms shall be disconnected unless otherwise agreed by the Company in writing
- (c) all letter boxes shall be sealed to prevent insertion of material
- (d) perimeter fences walls and gates shall be kept complete and maintained
- (e) such unoccupied buildings shall be kept clear both internally and externally of combustible materials and not be used for storage

- (f) vegetation surrounding such unoccupied buildings shall be kept down
  - (g) the Business Premises shall be inspected thoroughly internally and externally at least once every seven days (or at a frequency agreed by the Company in writing) by the Named Insured or a responsible person appointed by the Named Insured and a record maintained of such inspections and any defects rectified without delay
11. Damage in respect of
- (a) vehicles requiring a licence for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - (b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - (c) land piers jetties bridges culverts or excavations
  - (d) livestock growing crops or trees or other growing vegetation
- unless specifically mentioned as insured by this Property Damage Section
12. property which at the time of the happening of Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
13. Damage in respect of
- (a) Money
  - (b) Stock In Transit unless specifically mentioned as insured by this Property Damage Section or where any Location Code applies to cover Stock away from any Premises
14. any property more specifically insured by or on behalf of the Named Insured
15. consequential loss or damage of any kind or description
16. Damage directly or indirectly caused by resulting from or consisting of the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not to correctly
- (a) recognise any date as its true calendar date
  - (b) capture save retain manipulate interpret or process any data or information command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) capture save retain or process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture to save retain or correctly to process such data on or after any date
- but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril or attempted theft where such failure is not the result of wilful misconduct by the Named Insured and the Named Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure
17. Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire lightning explosion escape of water from any tank apparatus or pipe
18. Damage in respect of jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specifically mentioned as insured by this Property Damage Section
19. loss distortion corruption or erasure of Programmes or Data recorded on Media unless such loss distortion corruption or erasure of Programmes or Data itself results from other Damage to Property Insured and is not otherwise excluded
20. Damage to any residential Building or portion of a residential Building arising from the tenant's use of such Building or portion of such Building for the manufacture cultivation harvest or processing by any other method of any drug classed as a controlled substance under the Misuse of Drugs Act (1977 & 1984) but this exclusion shall not apply where the Named Insured has complied with the following Special Condition
- Special Condition**  
The Named Insured or its Agent shall
- (a) inspect the interior and exterior of any Building or portion of such Building which is rented to any tenant at least once every three months or as permitted under the tenancy agreement and
    - (i) maintain a log of such inspections and retain that log for at least 24 months and
    - (ii) ensure that a manager reviews the inspections log at least once every six months
  - (b) obtain and record written formal identification of any prospective tenant
  - (c) obtain and retain a written employers reference for any new tenant



- (d) obtain and record details of any tenant's bank account and verify those details by receiving at least one payment from such account
- (e) advise any tenant, where sub-letting is allowed by the tenancy agreement, that the tenant must follow the measures laid out in (b) to (d) above for any letting that the tenant arranges.

## Rent Section

### Definitions

In this Rent Section the following terms shall have the following meanings. If a term below is also defined in the General Definitions, the definition below replaces the General Definition for purposes of this Rent Section.

**1. Business Premises**

Business Premises means those premises at the addresses described in the List Of Premises And Other Locations Schedule attaching to the Master Schedule or in any subsequent Endorsement Schedule or Renewal Schedule forming part of this Policy and identified by the Premises Code shown against it which the Named Insured owns, occupies or is responsible for.

**2. Damage or Damaged**

Damage or Damaged means accidental loss or destruction of or damage to

**3. In Transit**

In Transit means whilst in the course of a journey by any means including whilst in the process of

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

and concluding when the property has either been placed at the Premises or receipt acknowledged by a consignee.

**4. Indemnity Period**

Indemnity Period means the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule).

**5. Rent Receivable**

Rent Receivable means the money paid or payable to the Named Insured for accommodation and services provided in respect of the letting of the Business Premises shown in the Schedule including any additional rent which would have been received as a result of an increase in rent following a rent review or additional payments which would have been received based on the turnover of the tenant.

**6. Standard Rent Receivable**

Standard Rent Receivable means the Rent Receivable during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period (adjusted where the Indemnity Period exceeds twelve months) to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the

Damage or which would have affected the Business had the Damage not occurred so that the figure 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.

### Cover

If any building or other property or part thereof used by the Named Insured at the Business Premises identified against each item in the Schedule for the purpose of the Business be the subject of Damage during the Period of Insurance and in consequence the Business at such Business Premises be interrupted or interfered with then the Company will pay to the Named Insured the amount of loss resulting from such interruption or interference in respect of each item in the Schedule in accordance with the Basis of Settlement identified by the Basis of Settlement Code shown against the item in the Schedule.

Provided that

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Named Insured in the property at the Business Premises (or elsewhere where loss as insured hereunder is so extended to apply in respect of property belonging to the Named Insured or for which they are legally responsible) against such Damage and that
  - (a) payment shall have been made or liability admitted therefor
  - (b) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
2. the Company's liability under this Rent Section in respect of any item shall be limited to
  - (a) its Sum Insured or Limit of Liability or any other applicable limit stated in the Schedule or elsewhere in the Policy at the time of the Damage
  - (b) its Sum Insured or Limit of Liability or any other applicable limit remaining after deduction for any other loss, destruction or interference consequent upon Damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured or Limit of Liability or other applicable limit or where otherwise stated as applying in respect of any one Event

**Memoranda****1. Accountants**

Any particulars or details in the Named Insured's books of account or other business books or documents which may be required by the Company under General Condition – Claims (Duties owed by the Insured) for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Named Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company will pay to the Named Insured the reasonable charges payable by the Named Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of General Condition – Claims (Duties owed by the Insured) and reporting that such particulars or details are in accordance with the Named Insured's books of account or other business books or documents

Provided that the Company's liability for charges payable under this Memoranda when aggregated with any amount otherwise payable under the Section shall be limited to the applicable Sum Insured or Limit of Liability or other applicable limit

**2. Automatic Reinstatement**

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss then in consideration of the insurance not being reduced by the amount of such loss the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance

**3. Current Cost Accounting**

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

**4. Value Added Tax**

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

**5. Relocation of Tenants to Own Buildings**

If following Damage to any building or part thereof the Named Insured's tenant is relocated to an empty building owned by the Named Insured any claim for loss of Rent Receivable in relation to the Damaged building will not be reduced provided that the building used to relocate the tenant to is insured by the Property Damage Section

**6. Payments on Account**

Any claim settlement payments will be made to the Named Insured monthly during the Indemnity Period if desired

**7. Programmes and Data**

The Named Insured shall

- (a) take all reasonable precautions to prevent accidental loss distortion corruption or erasure of Programmes or Data
- (b) in respect of Programmes maintain a backup copy of the current version at a location other than the respective Business Premises where the Media on which the Programmes are recorded is situate
- (c) in respect of Data maintain a weekly full system backup of Data at a location other than the respective Business Premises where the Media on which the Data is recorded is situate

**8. Subrogation Waiver**

In the event of a claim arising under this Rent Section the Company agrees to waive any rights remedies or relief to which the Company might become entitled by subrogation against

- (a) (i) any company standing in the relation of parent to subsidiary to the Named Insured
- (ii) any company standing in the relation of subsidiary to parent to the Named Insured
- (iii) any company which is a subsidiary of a parent company of which the Named Insured is a subsidiary

in each case as defined by current legislation

- (b) any tenant or lessee of the Business Premises unless
  - (i) Damage has been occasioned or contributed to by the fraudulent or criminal or malicious act of such tenant or lessee
  - (ii) Damage has occurred to parts of the Business Premises not leased or rented by such tenant or lessee other than common areas the use of which is available to all tenants or lessees

**9. Unoccupancy**

The Named Insured shall notify the Company in writing as soon as is reasonable when any building or part thereof at the Business Premises becomes unoccupied for more than thirty consecutive days and shall pay or agree to pay additional premium if required by the Company Further the Named Insured shall notify the Company when an unoccupied building or part thereof becomes occupied

**10. Explosion**

In respect of any vessel machinery or apparatus or its contents belonging to or in the custody or control of the Named Insured for which the Named Insured is responsible cover against destruction or damage thereto caused by an explosion originating therein is subject to a policy or other contract providing an inspection service that complies with the statutory regulations applying in respect of such vessel machinery or apparatus

## Basis of Settlement - Declaration Linked Rent Receivable: Code DLRR

The insurance under this item is limited to

- (a) **Loss of Rent Receivable** for which the amount payable as indemnity hereunder shall be the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the Damage fall short of the Standard Rent Receivable

and

- (b) **Increase in Cost of Working** for which the amount payable as indemnity hereunder shall be the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of the Rent Receivable as may cease or be reduced in consequence of the Damage

### Limit of Liability

The maximum amount payable under this item is limited to 200% of the Estimated Rent Receivable stated herein

### Additional Increase in Cost of Working: Code AICOW

where appearing as a numbered item in the Schedule

The insurance under this item is limited to

**Additional Increase in Cost of Working** for which the amount payable as indemnity hereunder shall be such additional expenditure beyond that recoverable under clause (b) "Increase in Cost of Working" of Basis of Settlement – Declaration Linked Rent Receivable as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Loss of Rent Receivable

### Special Definition

#### Estimated Rent Receivable

Estimated Rent Receivable means the amount declared by the Named Insured to the Company as representing not less than the Rent Receivable which it is anticipated will be received by the Named Insured during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months)

### Additional Memoranda

#### Renewal

The Named Insured shall prior to each renewal furnish the Insurer with the Estimated Rent Receivable for the financial year most nearly concurrent with the ensuing year of insurance

### Buildings Awaiting Sale

If at the time of Damage to property at the Business Premises the Named Insured shall have contracted to sell its interest in the Business Premises and the sale is cancelled or delayed solely in consequence of such Damage the amount payable at the Named Insured's option shall be

- (a) during the period prior to the date upon which but for the Damage the Business Premises would have been sold the actual amount of the reduction in Rent Receivable incurred during the Indemnity Period in consequence of the Damage
- (b) in respect of interest during the period commencing with the date upon which but for the Damage the Business Premises would have been sold and ending with the actual date of sale or with the expiry of the maximum Indemnity Period if earlier
- (i) the actual amount of additional interest payable by the Named Insured (after deduction of any interest received by the Named Insured) on loans necessarily and reasonably effected or extended in consequence of the Damage for the sole purpose of maintaining the Business during the Indemnity Period
- or
- (ii) if the Named Insured shall elect to use their own capital to continue to finance in part or in total the Business at the Business Premises the investment interest which that capital would otherwise have earned during the Indemnity Period but not exceeding the amount which would have been payable under clause b) i) above had the Named Insured not employed their own capital less any Rent Receivable received
- (c) in respect of additional expenditure necessarily and reasonably incurred by the Named Insured during the Indemnity Period in consequence of the Damage for the sole purpose of avoiding or diminishing the loss under paragraphs a) and b) but not exceeding the amount of loss avoided by such expenditure

Provided that the amount payable shall not exceed the amount of Rent Receivable that would have been earned had the Business Premises been leased or rented

### New Business

Where Rent Receivable is insured in respect of any Business Premises and the Named Insured has not completed one year trading of the Business at the Business Premises prior to the occurrence of Damage the term Standard Rent Receivable shall bear the following meaning and not as within stated

### Standard Rent Receivable

The proportional equivalent for a period equal to the Indemnity Period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Damage to which such adjustment 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

**Rent Free Period**

If at the time of Damage any Business Premises are subject to a rent free period under the terms of the lease then the Indemnity Period shall be the period during which the results of the Business are affected due to the Damage beginning with the date following the Damage that the rent free period ends and ending not later than the Maximum Indemnity Period (as shown in the Schedule)

## Extensions

The following extensions are operative only where stated as "applicable" in the Schedule and are subject otherwise to the terms of the Rent Section and the General Definitions Conditions and Exclusions

Provided that the limit of the Company's liability under

- (i) each extension except extension 6 and extension 9 in respect of any one Event
- (ii) extension 6 and extension 9 in any one Period of Insurance

shall not exceed

- (a) the percentage of the total of 200% of the Estimated Sums Insured by each applicable insured item

or

- (b) the amount

as specified in the Schedule

### 1. Prevention of Access

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to the surrounding areas or property within 1 kilometre of the Business Premises which shall prevent or hinder the use thereof or access thereto whether the Premises or property of the Named Insured shall be damaged or not but excluding Damage to property of any supply undertaking from which the Named Insured obtains electricity gas or water or telecommunications services which prevents or hinders the supply of such services to the Business Premises

### 2. Public Utilities - Electricity

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any generating station or sub-station of the public electricity supply undertaking from which the Named Insured obtains electricity

### 3. Public Utilities - Gas

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which the Named Insured obtains gas

### 4. Public Utilities - Telecommunication

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land based premises of any public telecommunications undertaking from which the Named Insured obtains telecommunications services

### 5. Public Utilities - Water

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property at any water works or pumping station of the public water supply undertaking from which the Named Insured obtains water

### 6. Infectious Diseases etc

The insurance provided by this Rent Section extends to cover loss directly resulting from interruption to or interference with the Business in consequence of

1. Infectious Disease manifested by any person whilst at the Business Premises which results in closure of the whole or part of the Business Premises by the order of an appropriate competent authority
2. an outbreak of an Infectious Disease within 16 kilometres of the Business Premises
3. an outbreak of legionella species at the Business Premises which results in closure of the whole or part of the Business Premises by the order of an appropriate competent authority
4. murder manslaughter or suicide occurring at the Business Premises which results in closure of the whole or part of the Business Premises by the order of an appropriate competent authority
5. bodily injury occurring at the Business Premises which results in closure of the whole or part of the Business Premises by the order of an appropriate competent authority
6. closure of the whole or part of the Business Premises by the order of an appropriate competent authority as a result of
  - (a) defects in the drains or other sanitary arrangements at the Business Premises
  - (b) the Business Premises becoming infested with vermin or pests
7. food or drink poisoning attributable to food or drink supplied at or from the Business Premises

Provided that Memoranda – Automatic Reinstatement shall not apply to this extension

### Extension Definitions

In this extension the following terms shall have the following meanings If a term below is also defined in the General Definitions the definition below replaces the General Definition for purposes of this extension

#### Infectious Disease

Infectious Disease means

- (i) Food or Drink poisoning

- (ii) Cholera  
Plague  
Relapsing fever  
Smallpox  
Typhus
- (iii) Acute encephalitis  
Acute poliomyelitis  
Anthrax  
Chicken Pox  
Diphtheria  
Dysentery (amoebic or bacillary)  
Haemolytic Uraemic Syndrome (HUS)  
Infectious bloody diarrhoea  
Invasive Group A streptococcal disease (GAS)  
Leprosy  
Leptospirosis  
Malaria  
Measles
- Meningitis  
Meningococcal septicaemia (without meningitis)  
Mumps  
Ophthalmia neonatorum  
Paratyphoid fever  
Rabies  
Rubella  
Scarlet fever  
Tetanus  
Tuberculosis  
Typhoid fever  
Viral haemorrhagic fever  
Viral hepatitis  
Whooping cough  
Yellow fever

#### Indemnity Period

Indemnity Period means the period during which the results of the Business shall be affected in consequence of the matters set out at 1 to 7 above beginning

- (i) in the case of 2 and 7 above with the occurrence or discovery of the incident
- (ii) in the case of 1 3 4 5 and 6 above with the date from which the restrictions on the Business Premises are applied

and ending not later than three months thereafter

#### 7. Loss of Attraction

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to property within 1 kilometre of the Business Premises which causes

- (a) loss of potential tenants to the Named Insured or
- (b) loss of any additional Rent Receivable payments based on the turnover of the tenant as a consequence of a reduction in the turnover of the tenant

directly due to loss of amenities in the immediate vicinity of the Business Premises whether the Business Premises or the property of the Named Insured therein is damaged or not

#### 8. Bomb (Hoax or Actual)

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business directly in consequence of the actual or suspected presence of an incendiary or explosive device

- (A) within the Business Premises

- (B) or within five kilometres of the Business Premises

which shall prevent or hinder the use of the Business Premises or access thereto

Provided that

- (a) the liability of the Company shall be limited to providing indemnity in respect of interruption or interference during
  - (i) in respect of (A) above the actual period of closure of the Business Premises
  - (ii) in respect of (B) above the actual period for which the use of the Business Premises is prevented or hindered or access denied
- (b) closure of the Business Premises or surrounding area is made at the request of the appropriate competent authority
- (c) loss resulting from interruption to or interference with the Business not exceeding two hours in duration is excluded
- (d) loss resulting from interruption to or interference with the Business in consequence of any Damage caused by the device (as opposed to its presence or suspected presence) is excluded

#### 9. Action of Competent Authorities

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business directly in consequence of the prevention or restriction of access to or closure of the Business Premises by any appropriate competent authority due to an Emergency Event

- (A) within the Business Premises
- (B) or within one kilometre of the Business Premises

Provided that

- (a) the liability of the Company shall be limited to providing indemnity in respect of interruption or interference during the actual period of the prevention or restriction of access to or closure of the Business Premises
- (b) loss resulting from interruption to or interference with the Business not exceeding two hours in duration is excluded
- (c) loss resulting from interruption to or interference with the Business in consequence of any matter described in any other Extension whether operative or not is excluded

Provided that Memoranda – Automatic Reinstatement shall not apply to this extension

#### Extension Definitions

In this extension the following terms shall have the following meaning

**Emergency Event**

Emergency Event means an event that causes or threatens a danger or disturbance. Emergency Event does not include any protest or any event caused wholly or partly by or through the Named Insured's misconduct, connivance, neglect or omission.

**Indemnity Period**

Indemnity Period means the period during which the results of the Business shall be affected in consequence of the matters set out in this Extension beginning with the date from which the restrictions on the Business Premises are applied and ending not later than three months thereafter.

**10. Loss of Management Fees**

The insurance provided by this Rent Section extends to cover in the event of Damage to property at the Business Premises the additional costs incurred by the Named Insured with the consent of the Company in respect of management and supervision of Reinstatement provided that this extension does not apply where the Reinstatement amount is less than €250,000.

As used in this extension Reinstatement means as defined in the applicable Basis of Settlement under the Property Damage Section.

**11. Cost of Reletting Business Premises**

Notwithstanding anything contained in the Basis of Settlement Declaration, Linked Rent Receivable the insurance provided by this Rent Section shall include the costs incurred with the consent of the Company during the Indemnity Period in reletting the Business Premises including legal fees in connection with the reletting solely in consequence of the Damage.

Provided that the sum of the amount payable under this extension and the amount otherwise payable under the Basis of Settlement Declaration, Linked Rent Receivable shall in no case exceed the Sum Insured in respect of Rent Receivable thereunder.

**12. Managing Agents and Named Insured's Own Premises**

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to buildings or other property at any location in the Territorial Limits owned or occupied by

- (a) the Named Insured for the purposes of their Business
- (b) any managing Agents employed or engaged by the Named Insured to collect Rent Receivable

in consequence of which Rent Receivable by the Named Insured is reduced.

Provided that in respect of (b) above

- (i) the Rent Receivable has not been outstanding for 120 days in excess of its due date

- (ii) such Rent Receivable is not recoverable under any other insurance

**13. Loss of Investment Income on Late Payment of Rent Receivable**

If as a result of Damage the Company is indemnifying the Named Insured in respect of loss of Rent Receivable and the payment by the Company to the Named Insured is made later than the date upon which the Named Insured would normally have expected to receive such rent from the lessee the Company will pay a further sum representing the investment interest which the Named Insured would have earned by placing the money in its normal deposit account during the delay period.

**14. Capital Additions**

The insurance provided by this Rent Section extends to cover loss resulting from interruption to or interference with the Business in consequence of Damage to

- (a) alterations, additions and improvements to buildings or other property at any Business Premises
- (b) newly acquired or occupied property (other than property acquired by consolidation or merger with or purchase or acquisition of another firm body corporate or entity) insofar as the same are not otherwise Business Premises used by the Named Insured anywhere within the Territorial Limits

Provided that

- (i) at any one situation the Company's liability shall not exceed the limits specified in the Schedule in respect of any one Event
- (ii) the Named Insured shall advise the Company as soon as practicable and in any event within 3 months of any such alterations, additions and improvements or newly acquired or occupied property
- (iii) the Named Insured shall pay to the Company any additional premium due

**Exclusions**

The insurance provided under this Rent Section does not cover loss resulting from interruption to or interference with the Business

- 1. if after the commencement of this insurance
  - (a) the Business is wound up or permanently discontinued or the Named Insured becomes bankrupt or the Business is carried on by a liquidator
  - (b) the interest of the Named Insured ceases other than by death

2. in consequence of Damage in respect of vehicles requiring a licence for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
3. in consequence of loss distortion corruption or erasure of Programmes or Data recorded on Media unless such loss distortion corruption or erasure of Programmes or Data itself results from other insured Damage to property used by the Named Insured and is not otherwise excluded

4. in consequence of Damage caused by or consisting of breakdown or derangement of Computer and Telecommunication Equipment and building management systems where forming part of Buildings insured under the Property Damage Section but this shall not apply to

- (a) such Damage which itself results from another cause and is not otherwise excluded
- (b) subsequent Damage which itself results from a cause not otherwise excluded

For the purposes of this exclusion Buildings means as defined under the Property Damage Section

5. in consequence of Damage caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services but this shall not apply to
- (a) such Damage which itself results from another cause and is not otherwise excluded
- (b) subsequent Damage which itself results from a cause not otherwise excluded

6. in consequence of Damage directly or indirectly caused by or consisting of the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not

- (a) correctly to recognise any date as its true calendar date
- (b) to capture save retain or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date

but this shall not apply to subsequent Damage not otherwise excluded which itself results from a Defined Peril or theft or attempted theft where such failure is not the result of wilful misconduct by the Named Insured and the Named Insured has undertaken all

reasonable efforts to prevent such failure and to mitigate the consequences of any such failure

7. in consequence of Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure or a Computer Virus but this shall not apply to Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe

8. in consequence of Damage in respect of

- (a) Money
- (b) property In Transit unless specifically mentioned as insured by this Rent Section

9. in consequence of Damage caused by or consisting of

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

but this shall not apply to subsequent Damage which itself results from a cause not otherwise excluded

10. (a) in consequence of Damage caused by or consisting of

- (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
- (ii) change in temperature colour flavour texture or finish
- (iii) erasure or distortion of information on computer systems or other records due to the presence of a magnetic flux
- (iv) the freezing solidification or inadvertent escape of molten material

but this shall not apply to

- A. such Damage as described in paragraphs (i) to (iv) above which itself results from another cause not otherwise excluded

- B. subsequent Damage which itself results from a cause not otherwise excluded
- (b) in consequence of Damage consisting of breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates but this shall not apply to
- (i) such Damage as described which itself results from another cause not otherwise excluded
- (ii) subsequent breakdown or derangement to surrounding property not forming part of the same machine apparatus or equipment
- (iii) other subsequent Damage which itself results from a cause not otherwise excluded
- (c) in consequence of Damage consisting of joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith but this shall not apply to
- (i) such Damage as described which itself results from another cause not otherwise excluded
- (ii) other subsequent Damage which itself results from a cause not otherwise excluded
11. in consequence of Damage caused by theft or attempted theft of property from the Business Premises unless
- (a) caused by theft or attempted theft of the property from within the buildings (but not outbuildings) at the Business Premises
- (b) in respect of forcible and violent theft or attempted theft of an external part of the buildings (or anything attached to the buildings) at the Business Premises
- (c) caused by theft or attempted theft of the property from outbuildings at the Business Premises where accompanied by forcible and violent entry to or exit from the outbuildings or by violence to persons or threat of violence to persons
- (d) caused by theft or attempted theft of the property from the grounds at the Business Premises where accompanied by forcible and violent entry to or exit from grounds at the Business Premises or by violence to persons or threat of violence to persons
- and provided that the Business Premises have not been unoccupied for a period of more than thirty consecutive days
- This exclusion shall not apply to subsequent Damage which itself results from a cause not otherwise excluded
12. in consequence of Damage to property of the Named Insured
- (a) away from the Business Premises caused by theft or attempted theft of the property
- (i) from or on an unattended vehicle or trailer during Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment was securely closed and locked
- (ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors windows and other means of access were secured and locked and alarm (if any) activated and in respect of an unattended vehicle the property was placed in the boot or similar luggage compartment of the vehicle and effectively concealed from sight and the boot or compartment were securely closed and locked and such vehicle or trailer was garaged in a securely closed and locked building or compound
- (iii) from or on an unattended soft topped open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer
- (iv) where property is otherwise left unattended unless contained in a locked building of substantial construction or in a secure locked room
- As used in this provision unattended means that the Named Insured or any person to whom the Named Insured has entrusted the care custody and control of the property is unable to exercise control over or otherwise unable to influence events affecting the property
- (b) in or on soft topped open topped or open sided vehicles or trailers if caused by
- (i) storm tempest water hail frost or snow
- (ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours
13. in consequence of Damage caused by pollution or contamination but this shall not apply to Damage not otherwise excluded caused by
- (a) pollution or contamination which itself results from a Defined Peril
- (b) a Defined Peril which itself results from pollution or contamination

14. in consequence of Damage caused by or consisting of
  - (a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - (b) normal settlement or bedding down of new structures
  - (c) dishonesty fraudulent action trick device or other false pretence by any Employee partner or director of the Named Insured whether acting alone or in collusion with others
  - (d) disappearance unexplained or inventory shortage misfiling or misplacing of information
15. in consequence of Damage to buildings or structures thereat caused by their own collapse or cracking unless resulting from a Defined Peril
16. in consequence of Damage by wind rain hail sleet snow flood or dust to moveable property in the open or fences or gates
17. in consequence of Damage to that part of the property
  - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - (b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair
18. in consequence of Damage in respect of any building or any property within such building at the Business Premises which is unoccupied for a period of more than thirty consecutive days other than Damage caused by fire lightning explosion aircraft or other aerial devices or articles dropped therefrom subject to the following Special Condition
 

**Special Condition**  
The Named Insured or its Agent shall ensure that

  - (a) such unoccupied buildings are secured against illegal entry and all external doors and accessible external windows shall be fitted with good quality locks
  - (b) all services other than limited services required for security guards fire and burglar alarms shall be disconnected unless otherwise agreed by the Company in writing
  - (c) all letter boxes shall be sealed to prevent insertion of material
  - (d) perimeter fences walls and gates shall be kept complete and maintained
  - (e) such unoccupied buildings shall be kept clear both internally and externally of combustible materials and not be used for storage
- (f) vegetation surrounding such unoccupied buildings shall be kept down
- (g) the Business Premises shall be inspected thoroughly internally and externally at least once every seven days (or at a frequency agreed by the Company in writing) by the Named Insured or a responsible person appointed by the Named Insured and a record maintained of such inspections and any defects rectified without delay
19. in consequence of Damage in respect of
  - (a) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - (b) land piers jetties bridges culverts or excavations
  - (c) livestock growing crops or trees
20. in consequence of Damage in respect of jewellery precious stones precious metals bullion furs curiosities works of art or rare books
21. in consequence of Damage to any residential building or portion of a residential building arising from the tenant's use of such building or portion of such building for the manufacture cultivation harvest or processing by any other method of any drug classed as a controlled substance under the Misuse of Drugs Act (1977 & 1984) but this exclusion shall not apply where the Named Insured has complied with the following Special Condition
 

**Special Condition**  
The Named Insured or its Agent shall

  - (a) inspect the interior and exterior of any building or portion of such building which is rented to any tenant at least once every three months or as permitted under the tenancy agreement and
    - (i) maintain a log of such inspections and retain that log for at least 24 months and
    - (ii) ensure that a manager reviews the inspections log at least once every six months
  - (b) obtain and record written formal identification of any prospective tenant
  - (c) obtain and retain a written employers reference for any new tenant
  - (d) obtain and record details of any tenant's bank account and verify those details by receiving at least one payment from such account
  - (e) advise any tenant, where sub-letting is allowed by the tenancy agreement, that the tenant must follow the measures laid out in (b) to (d) above for any letting that the tenant arranges.

# Employers' Liability Section

## Definitions

In this Employers' Liability Section the following terms shall have the following meanings

### 1. Offshore Work

Offshore Work means visits or work undertaken by an Employee from the time the Employee embarks into a conveyance whether airborne or waterborne for transport to an offshore installation or associated structure until such time as the Employee disembarks from the conveyance onto land upon his return from such installation or associated structure

## Cover

### 1. Bodily Injury

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for Bodily Injury sustained by any Employee that arises out of and in the course of employment by the Named Insured in connection with the Business and is caused during the Period of Insurance

- (a) within the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands
- (b) anywhere in the world outside the territories stated in (a) above where the Employee normally resident in the territories stated in (a) above is temporarily working in connection with the Business

### 2. Claimants' Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all sums the Insured shall become legally liable to pay as claimants' costs and expenses in connection with the indemnity provided under Cover clause - Bodily Injury

### 3. Defence Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
  - (i) coroner's inquest or other inquiry in respect of any death
  - (ii) proceeding in a court (other than in the defence of any criminal proceeding brought or in an appeal against a conviction arising from such criminal proceeding) in respect of any act or omission causing or relating to any matter

- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under Cover clause - Bodily Injury

### 4. Safety Health and Welfare at Work Act Prosecution Defence Costs

The Company will indemnify the Named Insured and at the request of the Named Insured any partner director or Employee of the Named Insured subject to the Limit of Indemnity as stated in the Schedule in respect of all legal costs or other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceeding brought or in an appeal against a conviction arising from such criminal proceeding in respect of a breach

of any health and safety at work legislation committed or alleged to have been committed during the Period of Insurance in connection with the Business

Provided that

- (a) in relation to an appeal counsel has advised there are strong prospects of such appeal succeeding
- (b) the proceedings relate to the health safety or welfare of an Employee
- (c) the indemnity will not apply to
  - (i) proceedings consequent upon any deliberate act or omission
  - (ii) fines or penalties of any kind
  - (iii) the bringing of an appeal solely regarding the amount of a fine or penalty
  - (iv) any circumstance where indemnity is provided by any other insurance or where but for the existence of this Cover clause indemnity would have been provided by such other insurance

### 5. Payment for Court Attendance

If the Company or its representative requests any undermentioned Insured attend a court tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured up to the following rates per day for each day or part thereof that attendance is required

- (a) any principal partner or director of the Named Insured €500
- (b) any other Employee €200

**6. Indemnity to Principal**

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under a contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under Cover clause - Bodily Injury Cover clause Claimants' Costs and Expenses and Cover clause Defence Costs and Expenses as if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement Provided that

- (a) said principal shall observe fulfil and be subject to the terms of this Policy in so far as they can apply
- (b) the Company's aggregate liability to all parties comprising the Insured and any principal shall not exceed the Limit of Indemnity stated in the Schedule

**7. Unsatisfied Court Judgements**

Where a judgement for Compensation has been obtained by an Employee or a legal personal representative of an Employee for Bodily Injury sustained by the Employee that arose out of and in the course of employment by the Insured in connection with the Business and was caused during the Period of Insurance against any company or person operating from or residing within the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situate in the said territories and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the Named Insured the Company will pay to the Employee or the legal personal representative of the Employee subject to the Limit of Indemnity as stated in the Schedule the amount of any such Compensation and awarded costs that remain unsatisfied

Provided that

- (a) the judgement is not on appeal
- (b) prior to any payment being made by the Company the Employee or the legal personal representative of the Employee has assigned all rights to recover from the party against whom the judgement was obtained to the Company
- (c) all reasonable steps necessary to protect the Company's ability to recover from the party against whom the judgement was obtained have been taken by the Employee or the legal personal representative of the Employee

**Limit of Indemnity**

The Limit of Indemnity is stated in the Section Schedule and applies to the Compensation for Bodily Injury payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses payable under Cover clause – Claimant's Costs and Expenses Cover clause - Defence

Costs and Expenses and Cover clause – Safety Health and Welfare at Work Act Prosecution Defence Costs

**Condition****Claims (Right of Recovery)**

The indemnity provided by this Employers' Liability Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man and the Channel Islands but the Insured shall repay to the Company all sums paid by the Company which it would not have been liable to pay but for the provision of such law

**Exclusions**

The Company shall not be liable to indemnify the Insured in respect of

1. any amount payable under workmen's compensation social security or health insurance legislation
2. any claim arising directly or indirectly out of Offshore Work
3. any liability for which compulsory motor insurance or security is required under any road traffic legislation
4. any liability arising from any site clearance excavation construction or structural alteration extension or demolition works or any operation incidental thereto unless otherwise agreed by the Company in writing

# Public and Products Liability Section

## Definitions

In this Public and Products Liability Section the following terms shall have the following meanings. If a term below is also defined in the General Definitions the definition below replaces the General Definition for purposes of this Public and Products Liability Section.

### 1. Business

Business means the business described in the Master

Schedule carried on by the Named Insured at or from Premises within the Territorial Limits and shall include

- (a) the ownership, repair, maintenance, decoration or occupancy of the property (except any Premises at or from which any Portfolio Company carries on business) by the Named Insured
- (b) the provision and management by the Named Insured of catering, sports, social, welfare and educational organisations and fire, first aid, medical, dental, ambulance and security services
- (c) the participation by the Named Insured in exhibitions and corporate events in connection with the business interests of the Named Insured
- (d) the execution of private duties undertaken by an Employee for any partner, director or senior official of the Named Insured but only if such private duties are undertaken with the consent of the Named Insured

Business shall not include any business carried on by or on behalf of a Portfolio Company.

### 2. Damage

Damage means

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

### 3. Financial Loss

Financial Loss means financial loss unaccompanied by either Injury or Damage.

### 4. Premises

Premises means

- (a) those premises at the addresses described in the List Of Premises And Other Locations Schedule attaching to the Master Schedule forming part of this Policy
- (b) newly acquired or occupied premises by the Named Insured (other than premises acquired by consolidation or merger with or purchase or acquisition of another firm, body corporate or

entity) insofar as the same are not otherwise insured anywhere within the Territorial Limits.

Provided that

- (i) the Named Insured shall advise the Company as soon as practicable and in any event within 3 months of any such newly acquired or occupied property
- (ii) the Named Insured shall pay to the Company any additional premium due

## Cover

### 1. Legal Liability

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of accidental Injury or Damage occurring during the Period of Insurance and arising in connection with the Business.

### 2. Claimants' Costs and Expenses

The Company will in addition to the Limit of Indemnity indemnify the Insured in respect of all sums the Insured shall become legally liable to pay as claimants' costs and expenses in connection with the indemnity provided under Cover clause - Legal Liability.

### 3. Defence Costs and Expenses

The Company will in addition to the Limit of Indemnity indemnify the Insured in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
  - (i) coroner's inquest or other inquiry in respect of any death
  - (ii) proceeding in a court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such criminal proceeding) in respect of any act or omission causing or relating to any matter
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under Cover clause - Legal Liability.

### 4. Data Protection Act 1988

The Company will indemnify the Named Insured and at the request of the Named Insured any partner, director or Employee of the Named Insured subject to the limit of liability stated in paragraph 4(f) below in respect of their liability to pay Compensation for damage or distress under sections 7, 21 and 22 of the Data Protection Act 1988 including reasonable defence costs and expenses incurred with the written consent of the Company relating to a prosecution brought under the Data Protection Act 1988 in relation to a claim made by any person.

Provided that

- (a) a claim for Compensation is first made or a prosecution is first brought against the Named Insured during the Period of Insurance
- (b) the Named Insured is registered in accordance with the terms of the Data Protection Act 1988 or has applied for such registration which has not been refused or withdrawn
- (c) the Named Insured has taken all reasonable care to comply with the requirements of the Data Protection Act 1998
- (d) the indemnity will not apply to
  - (i) fines or penalties of any kind
  - (ii) the cost of replacing reinstating rectifying erasing blocking or destroying data
  - (iii) liability caused by or arising from a deliberate or intentional act or omission of the Named Insured or any partner director or Employee of the Named Insured the effect of which knowingly resulted in liability under the Data Protection Act 1988
  - (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this Cover clause at the start of the Period of Insurance
  - (v) liability for which indemnity is provided under any other insurance
  - (vi) liability which arises as a result of the provision by the Named Insured in connection with the Business of services for the processing of data on behalf of a Third Party
  - (vii) liability which arises as a result of the recording or provision of data for reward or for determining the financial status of any person
- (e) in respect of each and every claim or claims arising from an Event under this Cover clause the Named Insured shall be liable for 10% of the cost of such claim or claims or €750 which ever is the greater
- (f) the Company's limit of liability under this Cover clause shall not exceed €750,000 during any one Period of Insurance

#### 5. Motor Contingent Liability

Notwithstanding Section Exclusion 4 the Company will indemnify the Named Insured subject to the Limit of Indemnity in respect of all sums which the Named Insured shall become legally liable to pay as Compensation for Injury or Damage that arises from or is caused by any motor vehicle that is not the property

of nor provided by the Named Insured but is being used in connection with the Business

Provided that the Company will not provide indemnity in respect of liability

- (a) for loss of or damage to such vehicle or property carried
- (b) for which indemnity is available from any other source or is provided by any other insurance or where but for the existence of this Cover clause indemnity would have been provided by such other source or insurance
- (c) arising or caused whilst such vehicle is being
  - (i) driven by the Named Insured
  - (ii) driven with the consent of the Named Insured or its representative by a person who to the knowledge of the Named Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - (iii) used elsewhere than in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands

#### 6. Payment for Court Attendance

If the Company or its representative requests any undermentioned Insured attend a court tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will at their discretion provide compensation to the Insured up to the following rates per day for each day or part thereof that attendance is required

- (a) any principal partner or director of the Named Insured €500
- (b) any other Employee €200

#### 7. Indemnity to Principal

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under a contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under Cover clause - Legal Liability Cover clause Claimants' Costs and Expenses and Cover clause Defence Costs and Expenses as if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (a) said principal shall observe fulfil and be subject to the terms of this Policy in so far as they can apply
- (b) the Company's aggregate liability to all parties comprising the Insured and any principal shall not exceed the Limit of Indemnity

## 8. Overseas Personal Liability

The Company will indemnify the Named Insured and at the request of the Named Insured any partner director of the Named Insured or Employee (including their families whilst accompanying them) against legal liability to pay Compensation for Injury or Damage incurred in a personal capacity whilst engaged in visits in connection with the Business outside the Territorial Limits

Provided that

- (a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (b) the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed the Limit of Indemnity
- (c) the Company will not provide indemnity
  - (i) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings
  - (ii) where indemnity is available from any other source or is provided by any other insurance or where but for the existence of this Cover clause indemnity would have been provided by such other source or insurance

## 9. Property in the Insured's Custody or Control

Section Exclusion 1(d) will not apply to

- (a) the personal effects (including vehicles and its contents) of any visitor or partner director or Employee of the Named Insured
- (b) any premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the Named Insured that are temporarily occupied by an Insured for the purpose of carrying out work therein or thereon
- (c) any premises (including their fixtures and fittings) leased rented or hired to the Named Insured provided that the Company will not provide indemnity in respect of
  - (i) liability assumed by the Named Insured under a tenancy or other agreement unless liability would have attached in the absence of such tenancy or other agreement
  - (ii) the first €1000 (or any applicable Deductible applying to the Section if greater) of each and every occurrence of loss or damage caused to any such premises fixtures or fittings other than by fire or explosion

## 10. Libel And Slander

### Definition

Definition applicable to this Cover clause

### 1. Claim

Claim means a demand for or an assertion of right to Compensation

Injury is hereby extended under this Section to include

- (a) libels appearing in any publication normal to the conduct of the Named Insured's Business accidentally committed or occasioned by the Insured in good faith
- (b) slanders in oral utterances accidentally committed or occasioned by any Employee in good faith in the course of and in pursuance of the Business

but only in respect of any Claim which is both first made against the Insured and notified to the Company during the Period of Insurance or notified to the Company within thirty days after the end of the Period of Insurance and provided that

- (i) the date of the publication or utterance on which the Claim is based occurred during the Period of Insurance
- (ii) the liability of the Company in respect of all Claims (including claimants' and defence costs and expenses as indemnified for under Cover clause Claimants' Costs and Expenses and Cover clause Defence Costs and Expenses) in any one Period of Insurance shall not exceed in the aggregate €100,000 and for the avoidance of doubt as regards all Compensation costs and legal expenses incurred or awarded in connection with any one publication or utterance whether or not all claims in respect thereof shall be made during the same Period of Insurance
- (iii) this Cover clause shall not apply to libel or slander made to or by an Employee or former Employee of the Named Insured against another Employee or to libels or slanders committed or occasioned by the Insured in connection with any obligation owed by the Named Insured as employer to any Employee or former Employee
- (iv) General Condition - Cross Liabilities shall not apply to this Cover clause
- (v) General Exclusion Cyber Risk - Third Party shall not apply to this Cover clause

## 11. Indemnity to Managing Agents

If the Named Insured so requests the Company will indemnify any managing Agent acting for and on behalf of the Named Insured in connection with the Business in respect of liability for which the Named Insured would be entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against the Named Insured

and the Company hereby agrees to waive all rights of subrogation against any such managing Agent

Provided that

- (a) any such managing Agent shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- (b) the Company's aggregate liability to all parties comprising the Insured and any such managing Agent shall not exceed the Limit of Indemnity

Costs and Expenses and Cover - Defence Costs and Expenses in any one Period of Insurance shall not exceed in the aggregate the Limit of Indemnity

- (b) where the Limit of Indemnity is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under Cover clause – Claimant's Costs and Expenses and Cover clause – Defence Costs and Expenses shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability
- (c) the Deductible in respect of Compensation and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

## 12. Movement of Obstructing Vehicles

Section Exclusion 4 shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the Named Insured or any Employee) being driven by the Named Insured or by any Employee with the Named Insured's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned hired by or lent to the Named Insured or any Employee

Provided that

- (a) movements are limited to vehicles parked on or obstructing the Premises
- (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- (c) the vehicle causing obstruction is driven by use of the owner's ignition key
- (d) the Company shall not provide indemnity against liability
  - (i) in respect of Damage to such vehicle
  - (ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

## Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. the cost of making good Damage to property
  - (a) belonging to the Insured or
  - (b) being that part of any property worked upon by the Insured that arises out of such work or
  - (c) being any Product (other than any Product supplied under a separate contract) or
  - (d) in the Insured's care custody or control other than as provided for under Cover clause 9 of this Section
2. liability assumed by the Insured under contract or agreement to any person firm or company unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement
3. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft (other than non powered water craft) made or intended to float on or in or travel through water or air or space but this Exclusion shall not apply to any waterborne vessel or craft not exceeding 10 metres in length other than power boats used for racing
4. liability caused by or arising from the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or plant except
  - (a) any vehicle or plant
    - (i) not requiring a licence for road use or a certificate of motor insurance or other security or
    - (ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working or

## Limit of Indemnity

The Limit of Indemnity is stated in the Schedule and applies to Compensation for accidental Injury or Damage payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Provided that

- (a) (i) in respect of liability arising from Products the Limit of Indemnity shall be the total amount payable during any one Period of Insurance in respect of all claims
- (ii) in respect of any claim judgment award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment award payment or settlement either in whole or in part) the liability of the Company for all such Compensation inclusive of Cover - Claimant's

- (b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plant

Provided that the Company will not provide indemnity

- (i) in respect of liability which is compulsorily insurable under any road traffic legislation
- (ii) where indemnity is available from any other source or is provided by any other insurance or where but for the existence of this Cover clause indemnity would have been provided by such other source or insurance

5. liability arising out of any actual or alleged Pollution or Contamination including without limitation clearing up testing monitoring containing treating detoxifying or neutralising Pollution or Contamination

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

Provided that

- (i) notwithstanding General Condition - Jurisdiction or any amendment thereto the Company shall not grant indemnity in respect of any claim judgment award payment or settlement in the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of any such claim judgement award payment or settlement
- (ii) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (iii) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion 6 'Pollution or Contamination' means

- A. all pollution or contamination of buildings or other structures or water or land or the atmosphere
- and
- B. all Damage or Injury directly or indirectly caused by such pollution or contamination

6. liability for costs and expenses for

- (a) the repair inspection alteration correction removal or replacement of defective materials service or workmanship or

- (b) the withdrawal recall inspection alteration correction removal replacement or making of any refund in respect of Products

7. (a) liability arising out of Products comprising or incorporated in or on any aircraft spacecraft or military or naval missile

- (b) liability arising out of Products comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile

8. liability in respect of loss of information or the provision of wrong information in or from computer programs tapes or data recording equipment unless as a direct consequence of physical loss of or damage to tangible property

9. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured

10. liability for Financial Loss

11. liability caused by or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not to correctly

- (a) recognise any date as its true calendar date
- (b) capture save retain manipulate interpret or process any data or information command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) capture save retain or process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture to save retain or correctly to process such data on or after any date

12. liability for Bodily Injury arising from an act or omission in the provision of or failure to provide Health Care but this shall not apply (in so far as indemnity is otherwise provided) in respect of legal liability directly or indirectly resulting from caused by contributed to attributed to or in any way related to Abuse

For the purpose of this exclusion

- (a) Health Care means health care (but not First Aid) rendered by members of the health care and allied services or by others consequent on decisions or judgements made by such members

Such members shall include

- (i) medical and dental practitioners
- (ii) nurses
- (iii) midwives
- (iv) pharmacists
- (v) professions allied to medicine

- (vi) care assistants and nursing auxiliaries
- (vii) ambulance personnel
- (viii) laboratory technicians
- (ix) social workers

(b) First Aid means emergency care (other than pre planned emergency treatment for specific individuals) given immediately to an injured or sick person by any director partner or Employee of the Named Insured in the course of carrying out their duties when undertaking the Named Insured's Business

13. liability arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged
14. liability arising out of any work away from premises owned or leased or rented by the Named Insured involving the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow torches blow lamps or flame guns or hot air guns heated tar bitumen or asphalt or any other process involving the application of heat other than this exclusion shall not apply to the use of electric soldering irons
15. liability caused by or arising from any site clearance excavation construction or structural alteration extension or demolition works or any operation incidental thereto unless otherwise agreed by the Company in writing
16. liability for the costs of remedying any defect or alleged defect in any premises disposed of by the Named Insured



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