# Community and Voluntary Policy















bhp INSURANCES

Allianz

# COMMUNITY AND VOLUNTARY POLICY

**CONTENTS**


| | PAGE |
|---|---|
| Introduction | 2 |
| Schedule | 3 |
| Specification | 4 |
| General Policy Definitions | 5 |
| Material Damage/Business Interruption/Money Sections | 6 – 58 |
| Commercial All Risks Section | 59 – 62 |
| Computer Equipment Section | 63 – 80 |
| Employers/Public/Products Liability Sections | 81 – 99 |
| Personal Accident Section | 100 – 106 |
| Professional Indemnity/Trustees Directors and Officers Section | 107 - 110 |
| Legal Expenses Section | 111 – 123 |
| General Policy Exclusions | 123 – 124 |
| General Policy Conditions | 125 – 126 |


**In your interest:**

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Insurance Intermediary or to the Company together with your instructions.

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule.

## INTRODUCTION

## COMMUNITY AND VOLUNTARY POLICY

In consideration of the Insured having paid or agreed to pay the Premium

Allianz p.l.c (hereinafter called the "Company") will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its terms Definitions Extensions Exclusions Conditions and any Endorsements

The Submission in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Specification Definitions Insuring Clauses Extensions Exclusions Conditions and any Endorsements shall be read as one contract and any word and expression to which specific meaning has been attached therein shall bear such specific meaning wherever it may appear

Signed on behalf of the Company

Authorised Signatory

# SCHEDULE

# SPECIFICATION

## GENERAL POLICY DEFINITIONS

1. **Insured** shall mean the person company firm or other legal entity named as the Insured in the Schedule.

2. **Business** is as stated in the Schedule conducted solely from premises in the Territorial Limits and in addition but solely in respect of the Employers Liability and Public Liability Sections includes

   (a) the ownership repair maintenance and decoration of premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises

   (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured

   (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families

   (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations

   (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business.

3. **Submission** shall mean the proposal and declaration or statement of fact for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured or the Insured's insurance intermediary in connection with or for the purpose of this insurance, all of which shall be incorporated in and form part of this Policy.

4. **Territorial Limits** shall mean the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands.

5. **Period of Insurance** shall mean the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium.

6. **Deductible or Excess** shall mean the amount the Insured shall bear in respect of each and every incident or occurrence as stated in the Schedule.

## MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
## DEFINITIONS

1. **Damage** shall mean direct physical loss or destruction of or damage to the Property Insured, and the word Damaged shall be construed accordingly.

2. **Premises** shall mean the location of Property Insured as stated in the Schedule.

3. **Business Interruption** shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business.

4. **Unoccupied** shall mean any of the following

   (a) not physically occupied by the Insured or his/her employees or tenants

   (b) not used for the purposes of the Business

   (c) empty

   (d) vacant

   (e) disused

   (f) untenanted

   (g) unfurnished

5. **Property Insured**

   (a) **Buildings at the Premises**

   buildings being built mainly of brick, stone or concrete and roofed with slates, non-combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients (unless otherwise stated in the Schedule) including:

   (i) landlord's fixtures and fittings

   (ii) outbuildings

   (iii) walls, gates and fences

   (iv) piping ducting cables wires and associated control gear and accessories on the Premises and extending to the public mains, but only to the extent of the Insured's legal responsibility.

   (v) yards car-parks roads and pavements.

(b) **Contents at the Premises**

The term "Contents" includes

(i) machinery plant trade fixtures and fittings

(ii) tenants' improvements alterations and decorations

(iii) so far as they are not otherwise insured, employees' directors' and visitors' pedal cycles tools and other personal effects of every description (other than motor vehicles) for an amount not exceeding €850 in respect of any one person

(iv) contents of outbuildings

(v) money and stamps for an amount not exceeding €3,200

(vi) documents, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the insured of the information therein for an amount not exceeding €10,000

(vii) computer systems records, but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the insured of the information contained therein, for an amount not exceeding €10,000.

For the purposes of this insurance computer systems records will mean all current and back up computer records (excluding fixed discs and paper records of any description) incorporating stored programs and/or information stored thereon the property of the Insured or leased hired or rented by the Insured

(viii) patterns, models, moulds, plans or designs or set of same for an amount not exceeding €10,000

The term "Contents" excludes

(i) landlord's fixtures and fittings

(ii) stock and materials in trade

(iii) vehicles licensed for road use including accessories thereon and contents therein except to the extent provided under Extension 12 Motor Vehicles

**6.** **Stock** shall mean

(i) stock and materials in trade including work in progress the property of the Insured or held by them in trust or on commission for which they are responsible

(ii) customers goods for which the Insured have made themselves responsible even though such goods shall have been bought and paid for excluding property more specifically insured

For the purpose of determining where necessary the heading under which any Property Insured is insured, the Company agrees to accept the designation under which such Property Insured has been entered in the Insured's books.

**7.** **Memoranda Index** shall mean the Memoranda Index in the Schedule.

**8.** **Defined Perils** shall mean such of the following as are specified in the Schedule as being applicable:

**A:** **Fire** but excluding Damage to the Property Insured or Business Interruption caused by

(a) explosion resulting from fire

(b) earthquake or subterranean fire

(c) (i) its own spontaneous fermentation or heating,
or
(ii) its undergoing any heating process or any process involving the application of heat

**Lightning**

**Explosion**

(i) of boilers used for domestic purposes only

(ii) of gas used for domestic purposes only

(iii) in respect of Business Interruption only, of any other boilers or economisers on the Premises

but excluding Damage or Business Interruption caused by earthquake or subterranean fire

**B:** **Explosion** excluding

(a) in respect of the Material Damage Section

Damage caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured

in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations unless there is in force a policy of insurance or other contract providing the required inspection service

(b) in respect of the Business Interruption Section

Business Interruption or Damage caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises) belonging to or under the control of the Insured in which internal pressure is due to steam only

## MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
## DEFINITIONS
## CONTINUED

(c) Damage or Business Interruption by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**C:** **Aircraft** or other aerial devices or articles dropped therefrom excluding Damage or Business Interruption by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**D:** **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage or Business Interruption arising from

(a) confiscation requisition or destruction by order of the government or any public authority

(b) cessation of work

**E:** **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or **Malicious Persons** excluding

(a) Damage or Business Interruption arising from confiscation requisition or destruction by order of the government or any public authority

(b) Damage or Business Interruption arising from cessation of work

(c) as regards Damage or Business Interruption (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation

(i) Damage or Business Interruption by Theft

(ii) Damage or Business Interruption in respect of any Building which is Unoccupied

**F:** **Riot or Civil Commotion** in respect of Damage caused by fire only, excluding Damage or Business Interruption arising from

(a) confiscation or requisition or destruction by order of the government or any public authority

(b) cessation of work

**G:** **Earthquake**

**H:** **Earthquake in respect of Damage or Business Interruption caused by fire only**

**J:** **Earthquake excluding Damage or Business Interruption caused by fire**

**K:** **Subterranean Fire**

**L:** **Fire only resulting from the Property Insured's own Spontaneous Fermentation or Heating**

## MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
## DEFINITIONS
## CONTINUED

**M:** **Storm** excluding

(a) Damage or Business Interruption by

(i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam;

(ii) inundation from the sea

whether resulting from storm or otherwise

(b) Damage or Business Interruption attributable solely to change in the water table level

(c) Damage or Business Interruption by frost, subsidence, ground heave or landslip

(d) Damage or Business Interruption in respect of movable property in the open, fences and gates

(e) Damage to open-fronted or open-sided Buildings or to property contained therein

**N:** **Storm or Flood** excluding Damage or Business Interruption

(a) attributable solely to change in the water table level

(b) by frost, subsidence, ground heave or landslip

(c) in respect of movable property in the open, fences and gates

(d) to open-fronted or open-sided Buildings or to property contained therein

**P:** **Escape of Water from Any Tank Apparatus or Pipe** excluding Damage or Business Interruption

(a) by water discharged or leaking from any automatic sprinkler installation

(b) in respect of any Building which is Unoccupied

**Q:** **Impact** by any road vehicle or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees

**R:** **Impact** by any road vehicle (including fork lift or stacker truck) or animal belonging to or under the control of the Insured or any occupier of the Premises or their respective employees

**S:** **Accidental Escape of Water from any Automatic Sprinkler Installation** in the Premises not caused by

(a) freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is Unoccupied

(b) explosion, earthquake, subterranean fire or heat caused by fire

## MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
## DEFINITIONS
## CONTINUED

**T:** **Theft** (which shall be deemed to include attempted Theft)

**Excluding** Damage and Business Interruption

(a) which does not involve

(i) entry to or exit from a Building by forcible and violent means or

(ii) actual or threatened assault or violence to the Insured or any partner director employee of the Insured or members of their families or any other person who has a legal right to be on the Premises

(b) to any part of the Building not occupied by the Insured for the purpose of the Business

(c) in respect of any Building which is Unoccupied

(d) to property in the open or from any outbuilding

(e) to property in transit

(f) to Money and securities of any description

(g) to glass more specifically insured

**U:** **Accidental Damage** – Glass/Sanitaryware

Accidental Damage to or Business Interruption arising from:

Damage to:

(a) fixed glass including the cost of Damage to frames or framework following breakage of glass including temporary boarding up where necessary pending replacement

(b) lettering, alarm foil, safety film, painting, embossing, silvering or other ornamental work thereon

(c) lavatory pans, washbasins, cisterns and other sanitary ware for which the Insured is responsible

(d) fixed external signs including fittings forming part thereof

**Excluding:**

1. any disfiguration or damage other than fracture extending throughout the entire thickness of the glass
2. any glass/sanitaryware which was cracked or fractured prior to the inception of this Insurance
3. damage caused by mechanical or electrical defect or breakdown or derangement
4. damage caused whilst the Premises is Unoccupied unless specifically agreed

5. damage caused by

   (i) wear and tear, moth, vermin, atmospheric or climate conditions or any gradually operating cause

   (ii) alterations, maintenance, repairs or any process of cleaning or restoring

   (iii) breakage of electrical valves, bulbs or tubes unless forming part of the Property Insured and fixed therein and happening as the result of damage to such property

**V: Accidental Damage**

**Excluding:**

(a) Damage or Business Interruption caused by or consisting of or arising from or attributable to

   (i) any of the Defined Perils

   (ii) any of the exclusions to the Defined Perils

   specified in Defined Perils A-U and W, whether Defined Perils A-U and W are insured or not

(b) Damage or Business Interruption caused by or consisting of

   (i) inherent vice

   (ii) latent defect

   (iii) gradual deterioration

   (iv) wear and tear

   (v) frost

   (vi) its own faulty or defective design or materials

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

(c) Damage or Business Interruption caused by or consisting of faulty or defective workmanship by the Insured or any employee of the Insured

(d) Damage or Business Interruption caused by or consisting of operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A-U or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

(e) Damage or Business Interruption caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured

(f) Damage or Business Interruption caused by or consisting of seizure or destruction by order of public authority

## MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
## DEFINITIONS
## CONTINUED

(g) Damage or Business Interruption caused by or consisting of

(i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects

(ii) change in temperature colour flavour texture or finish

or Damage or Business Interruption consisting of

(iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them

(iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

(v) in respect of Business Interruption Section only

Business Interruption caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A-U or from any other accidental loss, destruction or damage, or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

(h) Damage or Business Interruption caused by disappearance unexplained or inventory shortage or the misfiling or misplacing of information

(i) Damage or Business Interruption caused to any building or structure by its own collapse or cracking but this shall not exclude such Damage or Business Interruption caused by Defined Perils A - U in so far as they are not otherwise excluded

(j) Damage or Business Interruption in respect of fences gates and moveable property in the open caused by wind rain hail sleet snow or dust

(k) Damage or Business Interruption to any property resulting from its undergoing any process of production packing treatment testing commissioning service or repair

(l) Damage or Business Interruption in respect of

(i) jewellery precious stones or precious metals bullion furs curiosities works of art or rare books

(ii) property in transit

(iii) glass china earthenware marble or other fragile or brittle objects

(iv) money bonds or securities of any description

## MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
## DEFINITIONS
## CONTINUED

(m) Damage or Business Interruption in respect of

(i) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft

(ii) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures

(iii) lands roads pavements piers jetties bridges culverts or excavations

(iv) livestock growing crops or trees

but this shall not exclude such Property Insured specifically described in the Schedule

**W: Subsidence or Ground Heave** of any part of the site on which the Property Insured stands or landslip excluding

(a) Damage to or Business Interruption in respect of yards, car-parks, roads, pavements, walls, gates and fences unless also affecting a Building insured hereby

(b) Damage or Business Interruption caused by or consisting of

(i) the normal settlement or bedding down of new structures

(ii) the settlement or movement of made-up ground

(iii) coastal or river erosion

(iv) defective design or workmanship or the use of defective materials

(v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

(c) Damage or Business Interruption which originated prior to the inception of this cover

(d) Damage or Business Interruption resulting from

(i) demolition construction structural alteration or repair of any property or

(ii) groundworks or excavation

at the same Premises

## MATERIAL DAMAGE SECTION
## (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

### INSURING CLAUSE

If any of the Property Insured is Damaged within the Territorial Limits by any Defined Peril other than by an excluded cause the Company will pay to the Insured the value of the Property Insured at the time of its being Damaged or the amount of such Damage or at its option reinstate or replace such Property Insured or any part thereof

provided that the liability of the Company in respect of any one loss or in the aggregate in any one Period of Insurance shall in no case exceed

1. in respect of each item of Property Insured the sum expressed in the Schedule to be the Sum Insured thereon or in the whole the Total Specification Sum Insured hereby

2. any Limit of Liability shown in the Schedule or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

## MATERIAL DAMAGE SECTION
## EXTENSIONS

These Section Extensions are subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy

**1. Adjoining Buildings**

It is understood that, except where specifically insured, small outside Buildings and their Contents, and any extensions communicating with them are insured under the relevant Buildings item on the Schedule.

**2. Professional Fees**

(a) The insurance by each item on Buildings or Contents includes an amount in respect of Architects', Surveyors', Consulting Engineers', and Legal Fees

(b) The insurance on Fees applies only to those necessarily and reasonably incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim, it being understood that the amount payable under the item shall not exceed in total its Sum Insured.

**3. Automatic Cover (Capital Additions)**

The insurance by this Section shall, subject to its terms and Conditions extend to cover

(a) any newly acquired and/or newly-erected Buildings and Contents, in so far as the same are not otherwise insured, and

(b) alterations, additions and improvements to Buildings and Contents, but not in respect of any appreciation in value,

anywhere in the Territorial Limits

**provided that:**

(i) at any one situation this cover shall not exceed 10% of the Total Specification Sum Insured on such Property Insured or €500,000 whichever is the less

(ii) the Insured gives particulars of such Extension of cover as soon as is practicable but not later than 90 days from the commencement of the Insured's responsibility or renewal of this Policy which ever is earlier. The Insured shall pay such additional premium as may be required retrospective to the commencement of the Company's liability

(iii) the provisions of this Extension shall be fully maintained, notwithstanding any specific insurance effected under Extension 3(b)(ii) above.

**4. Change of Temperature**

Notwithstanding anything herein to the contrary, this Section covers Damage to the Property Insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire, Lightning and Explosion, as defined herein or any other peril insured hereby, subject to the terms, Definitions, Exclusions, Extensions and Conditions of this Section.

**5. Clearing of Drains**

The insurance by each item on Buildings extends to cover expense necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like on the premises for which the Insured is responsible in consequence of damage by the Defined Perils hereby insured against on the Insured's own Premises.

**6. Contract Price**

In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which, following Damage is cancelled by reason of its condition wholly or to the extent of the Damage, the liability of the Company shall be based on the contract price.

For the purpose of this insurance the value of all goods to which this Extension could apply in the event of Damage shall also be ascertained on this basis.

**7. Day One Basis Reinstatement Memorandum**

**Applicable as stated on the Memoranda Index.**

A. Subject to the following Special Conditions the basis upon which the amount payable in respect of Property Insured by the above items is to be calculated shall be the Reinstatement of the property Damaged

For this purpose "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 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 or more extensive than its condition when new.

B. The Insured having stated in writing the Declared Value (shown in brackets below the Sum Insured) for each of the said items, the premium has been calculated accordingly

"Declared Value" means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with Extension 7A(a) at the level of costs applying at the inception 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

(a) the additional cost of reinstatement to comply with Public Authorities requirements

(b) professional fees

(c) debris removal costs.

**Special Conditions**

(a) At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured by each of the said item(s). In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance.

(b) If at the time of Damage the Declared Value of the property covered by such item be less than the cost of Reinstatement (as defined in paragraph 7B above) at the inception of the Period of Insurance then the Company's liability for the Damage shall not exceed that proportion thereof which the Declared Value bears to such cost of Reinstatement.

(c) The liability of the Company for the repair or restoration of property Damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.

(d) No payment beyond the amount which would have been payable in the absence of Extension 7 shall be made

(i) unless Reinstatement commences and proceeds without unreasonable delay

(ii) until the cost of Reinstatement shall have been actually incurred

(iii) if the Property Insured at the time of its loss destruction or Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.

(e) All the terms, Definitions, Exclusions, Extensions and Conditions of this Section shall apply

(i) in respect of any claim payable under the provisions of Extension 7 except in so far as they are varied hereby

(ii) where claims are payable as if Extension 7 had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s).

**8. Workman's Clause**

Workmen are allowed on the Property Insured for the purpose of making minor structural and other alterations up to a contract value of €50,000 from time to time without prejudice to this insurance.

## MATERIAL DAMAGE SECTION
## EXTENSIONS
## CONTINUED

**9. Hiring or Leasing Agreements**

The interest of parties supplying property to the Insured under a hiring, leasing or similar agreement is noted in this insurance, the nature and extent of any interest to be disclosed in the event of destruction or Damage.

**10. Internal Transfers**

The insurance in respect of Contents and Stock applies to Property Insured transferred between the Insured's Premises in which such Property Insured is located including transit by road, rail or inland waterway between such Premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the Premises from which the Property Insured is transferred, or in the aggregate 10% of the Sum Insured by such items or €32,000 whichever is the less in respect of any such transfers at any one time.

**11. Mortgagees**

The interest of the mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any building hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee provided the mortgagee shall immediately on becoming aware thereof give notice in writing to the Company and on demand pay such additional premium as the Company may require.

**12. Motor Vehicles**

Permission is given for motor vehicles in connection with the Insured's Business to be housed as required in any of the above described Buildings. Motor vehicles and their contents and accessories specifically insured are excluded from the insurance by this Section except in respect of any amount over and above that recoverable under such specific insurance.

Unless specifically mentioned in the Schedule, the liability of the Company in respect of vehicles licensed for road use and accessories thereon is limited to €32,000 or 10% of the aggregate Sum Insured on Contents and Stock whichever is the less.

**13. Other Interests**

**Applicable as stated on Memoranda Index.**

It is understood and agreed that the parties listed on the Memoranda Index have an interest in the insurance by this Section together with the within named Insured for their respective rights and interests as stated therein.

## MATERIAL DAMAGE SECTION
## EXTENSIONS
## CONTINUED

**14. Non-Invalidation**

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

**15. Private Dwellinghouse**

It is hereby agreed and declared that notwithstanding anything in this Section contained to the contrary the insurance on Buildings used in their entirety as Private Dwellinghouse shall, subject to the following Special Conditions, extend to include Damage to such Property Insured directly caused by

(a) Fire occasioned by or happening through its own Spontaneous Fermentation or Heating

(b) Explosion

(c) Thunderbolt, Subterranean Fire, Earthquake (other than destruction of or Damage to the Buildings caused by Earthquake shock)

**provided always** that all the terms, Definitions, Exclusions, Extensions and Conditions of the Section (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

**16. European Union and Public Authorities (including undamaged property)**

**Applicable as stated on the Memoranda Index.**

Subject to the following Special Conditions the insurance by the above items nos. of this Section extends to include such additional cost of Reinstatement of the Damaged Property Insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Oireachtas European Union legislation or with Bye-Laws of any Public Authority excluding

(a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws

  (i) in respect of Damage occurring prior to the granting of this Extension

  (ii) in respect of Damage not insured by the Section

  (iii) under which notice has been served upon the Insured or any lessee, tenant or sub-tenant prior to the happening of the Damage

  (iv) in respect of such portions of the Property Insured not Damaged

(b) the additional cost that would have been required to make good the Damaged Property Insured to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen

(c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws

**Special Conditions**

(a) 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 (during the said twelve months) may allow and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this Extension not being thereby increased.

(b) If the liability of the Company under (any item of) the Section apart from this Extension, shall be reduced by the application of any of the terms, Definitions, Exclusions, Extensions and Conditions of the Section then the liability of the Company under this Extension (in respect of any such item) shall be reduced in like proportion.

(c) The liability of the Company shall not exceed in respect of any one loss

(i) in respect of undamaged portions of property (other than foundations) 15% of the total amount the Company would have been liable to pay to reinstate the property if the Property Insured by the item at the Premises where Damage occurred had been wholly destroyed

(ii) in respect of the property suffering Damage the Sum Insured applicable to each separate Premises

(d) The total amount recoverable under any item of the Section shall not exceed the Sum Insured thereby.

(e) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except insofar as they may be hereby varied shall apply as if they had been incorporated herein.

**17. Contracting Purchaser's Interest**

If at the time of Damage the Insured shall have contracted to sell his 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 Insured is not otherwise insured against such Damage by him or on his behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Company up to completion.

**18. Re-Erection of Plant and Machinery**

The insurance on plant and/or machinery includes the cost of re-erecting, fitting and fixing same consequent upon Damage by any of the Defined Perils.

The liability of the Company under this Extension and the Section in respect of any item shall in no case exceed the Sum Insured thereby.

**19. Reinstatement Memorandum**

**Applicable as stated on the Memoranda Index**

Subject to the following Special Conditions the basis upon which the amount payable in respect of Property Insured by the above items is to be calculated shall be the Reinstatement of the Damaged Property Insured

For this purpose "Reinstatement" means

(a) the rebuilding or replacement of Damaged Property Insured which, provided the liability of the Company is not increased, may be carried out

(i) in any manner suitable to the requirements of the Insured

(ii) upon another site

(b) the repair or restoration of Damaged Property Insured

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

**Special Conditions**

(a) The liability of the Company for the repair or restoration in part only of Damaged Property Insured shall not exceed the amount which would have been payable had such Damaged Property Insured been wholly destroyed.

(b) 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 subject to this memorandum exceeds its Sum Insured at the commencement of any Damage, the liability of the Company shall not exceed that proportion of the amount of the Damage which the said Sum Insured shall bear to the sum representing the total cost of Reinstating the whole of such Property Insured at that time.

(c) No payment beyond the amount which would have been payable in the absence of this memorandum shall be made

(i) unless Reinstatement commences and proceeds without unreasonable delay

(ii) until the cost of Reinstatement shall have been actually incurred

(iii) if the Property Insured at the time of its Damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement.

(d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section shall apply

(i) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby

(ii) where claims are payable as if this memorandum had not been incorporated.

## MATERIAL DAMAGE SECTION
## EXTENSIONS
## CONTINUED

**20. Reinstatement of the Amount of Any Loss**

In consideration of the Sum Insured by any item hereof not being reduced by the amount of any loss, the Insured undertakes to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

**21. Removal of Debris**

It is understood that the insurance by all Items of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in

(a) removing debris

(b) dismantling and/or demolishing

(c) shoring up or propping

of the portion or portions of the Property Insured by the said items Damaged by any Defined Peril hereby insured against

The liability of the Company under this Extension and the Section in respect of any item shall in no case exceed the Sum Insured thereby

The Company will not pay for any costs or expenses

1. incurred in removing debris except from the site of such Damaged Property Insured and the area immediately adjacent to such site

2. arising from pollution or contamination of property not insured by this Section.

**22. Spontaneous Combustion**

Notwithstanding anything contained to the contrary in this Section it is hereby declared and agreed that the insurance by the Section extends to cover Damage by fire only of or to coal, coke and wood blocks caused by its own spontaneous fermentation heating or combustion.

**23. Subrogation Waiver**

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

(a) Any company standing in the relation of Parent to Subsidiary (or Subsidiary to Parent) to the Insured as defined in the Companies Act 1963 to 2009 or any future amendments thereto, as appropriate, current at the time of the Damage

(b) Any company which is a Subsidiary of a Parent Company of which the Insured is itself a Subsidiary, in each case within the meaning of the Companies Act 1963 to 2009 or any future amendments thereto, as appropriate, current at the time of Damage

**24. Temporary Removal**

(a) The Property Insured by this Section (other than Stock if insured) is covered whilst temporarily removed for cleaning renovation repair or other similar purposes elsewhere and in transit thereto and therefrom all in the Territorial Limits.

(b) The liability of the Company under this Extension in respect of each item of the Section for any Damage occurring elsewhere than at the within mentioned Premises shall not exceed 15% of the Sum Insured by the item or €250,000 whichever is the less.

(c) This Extension does not apply to Property Insured in so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the Premises from which the Property Insured is temporarily removed, to motor vehicles and motor chassis licensed for normal road use.

(d) All the terms, Definitions, Exclusions, Extensions and Conditions of the Section except in so far as they are varied hereby shall apply as if they had been incorporated herein

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

The insurance of deeds and other documents, (including stamps thereon), manuscripts plans and writings of every description and books (written and printed) extends to cover such Property Insured for an amount not exceeding €10,000 whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits.

This Extension does not apply to

(a) Computer Systems Records

(b) Property Insured in so far as it is otherwise insured.

**26. Temporary Removal (Computer Systems Records)**

The insurance of computer systems records extends to cover such property for an amount not exceeding €2,500, whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Territorial Limits. This Extension does not apply to Property Insured in so far as it is otherwise insured.

## MATERIAL DAMAGE SECTION
## EXTENSIONS
## CONTINUED

**27. Contractor's Interest**

Where the Insured is required to effect insurance on the Property Insured in the joint names of the Insured and the contractor under the terms of a Royal Institute of Architects of Ireland contract condition then the Interest of the contractor in the Property Insured as joint Insured is hereby noted and the Insured must provide the Company with details of any single contract in excess of €250,000 prior to work commencing and pay an additional premium if required.

**28. Damage to Grounds and Landscaped Gardens**

The Company will pay reasonable costs incurred to restore or repair grounds or landscaped gardens of the Property Insured or for which the Insured is responsible, following Damage caused by the emergency services up to a maximum of €25,000.

**29. Trace and Access**

In the event of Damage covered by this policy the Company will pay costs necessarily and reasonably incurred with the prior consent of the Company in locating the source of any escape of water from any fixed domestic water service or heating installation or leakage of fuel from any fixed oil installation, including subsequent repairs arising directly as a consequence thereof

Provided that

(a) the maximum liability of the Company shall not exceed €25,000 for any one loss

(b) this Extension shall not apply to the cost of repairs to any such fixed domestic water service or heating installation other than as described above.

**30. Branded Goods**

In the event of a claim for Damage to branded or labelled merchandise covered by this Section, any salvage will not be disposed of by sale without the consent of the Insured. If such salvage is not disposed of by sale then the Damage will be assessed at the value agreed between the Insured and the Company and be taken into consideration at the settlement of the loss.

The Insured may at the expense of the Company stamp "salvage" on the merchandise or its containers or may remove or obliterate the brands or labels from such merchandise if such stamp removal or obliteration will not physically further damage the merchandise, provided that the Insured re-label the merchandise or containers in compliance with the requirements of the law.

**31. Fire Extinguishing Expenses**

The Company will pay

(a) costs incurred by the Insured in replenishing and recharging fire extinguishing equipment arising out of the use of such equipment following the occurrence of fire in or at the Buildings

(b) fire brigade charges incurred by the Insured as a result of or arising from an occurrence which is insured under this section for an amount not exceeding €15,000 for any one loss.

**32. Theft Damage to Buildings**

Cover includes Damage to a building or part of a building at the Premises whether such building or part of a building is insured by this Section or not but for which the Insured are responsible caused by theft or attempted theft and involving entry to or exit from the building by forcible and violent means excluding

(a) Damage

(i) to any Unoccupied building unless agreed otherwise by the Company in writing

(ii) expedited or in any way brought about by the Insured or any partner director or employee of the Insured or any other person who has a legal right to be on the Premises unless such theft or attempted theft involves the threat of or assault or violence to the Insured or any partner director or employee of the Insured or any other person who has a legal right to be on the Premises

(iii) to property
a in respect of which the Insured is not liable for repair costs
b in respect of which the Insured is able to recover repair costs from another source
c which is more specifically or otherwise insured

(b) In respect of each separate Premises, the amount of the Deductible specified in the Schedule under Defined Peril Theft

Cover also includes the cost of any temporary boarding up and making good in consequence of such Damage necessary to keep the Premises secure.

The liability of the Company under this Extension shall not exceed €25,000 for any one loss.

**33. Locks and Keys**

The Company will pay the costs incurred as a result of the necessary replacement of locks at the Premises following theft (as insured by this Section) of keys or entry swipe cards from the Premises or from the home of any director partner or employee authorised by the Insured to hold such keys or cards or following threat of or actual assault or violence to the Insured or any authorised employee provided that the liability of the Company will not

(a) include the cost of replacing the locks of any safe or strong room if the keys to such locks are left on the Premises whilst the Premises is closed for Business

(b) exceed €10,000 any one loss and in total any one Period of Insurance

## MATERIAL DAMAGE SECTION
## EXTENSIONS
## CONTINUED

**34. Metered Utilities**

Cover includes additional water gas electricity oil or other metered supply charges incurred by the Insured up to an amount of €25,000 any one loss in consequence of Damage by an insured Defined Peril but the Company will not pay for such charges incurred in respect of any building which is Unoccupied.

The basis on which the amount payable is to be calculated will be the amount of the suppliers charges for the period during which Damage occurs, less the charge paid by the Insured for the corresponding period in the preceding year adjusted for changes in the suppliers charges and for variations affecting the supply consumption of the Insured during the intervening period.

**35. Exhibitions**

Cover includes Property Insured whilst at any exhibition site including whilst being erected or dismantled anywhere in the Republic of Ireland or United Kingdom other than whilst in any premises owned or occupied by the Insured or any exhibition site which is under canvas or in the open. The liability of the Company shall not exceed €5,000 in respect of any one loss.

**36. Further Investigation Expenses**

Where any buildings have suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Buildings which is not immediately apparent, cover extends to include the reasonable costs incurred by the Insured with the Company's prior consent in establishing whether or not such other Damage has occurred

The Company will also pay the reasonable costs incurred by the Insured in establishing whether or not other insured Buildings in the immediate vicinity for which the Insured are responsible have suffered Damage in the same incident, but only if such Buildings are subsequently found to have suffered such Damage for which the Insurer is liable under this Section

Provided that the liability of the Company in any one Period of Insurance shall not exceed €5,000.

**37. Undamaged Stock**

The basis of settlement for Stock includes any loss incurred less the value of any salvage.

(a) in the event of undamaged Stock deteriorating and/or being condemned or otherwise becoming unusable

(b) in respect of Stock which the Insured is obliged under contract to accept from any other party but is unable to use

resulting solely from Damage as insured by this Section, provided that the liability of the Company in respect of any one loss shall not exceed 15% of the Sum Insured on Stock.

**38.Fidelity Guarantee**

Loss of or damage to any Money or property of the Insured or for which they are responsible resulting from any dishonest or fraudulent act or omission on the part of any principal Employee or agent of the Insured occurring during the Period of Insurance in connection with the Business

Provided that

(a) on discovery of any dishonest or fraudulent act or omission (whether it is intended to make a claim or not) the Insured shall immediately give written notice to the Company of the extent of the loss as then known together with the name and last known address of the responsible party

the Insured shall take all measures to prevent further loss and all reasonable steps to recover the amount of any such loss and the liability of the Company shall be limited to the excess of the amount so recovered

(b) any monies or assets held by the Insured which but for the dishonest or fraudulent act or omission would have been due from the Insured shall be deducted from any amount payable hereunder. Any subsequent recovery shall be shared in the proportion that the amount of the loss borne by the Company and the Insured bears to the amount of the loss.

(c) the total aggregate liability of the Company in respect of losses arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below

(d) the Insured shall ensure that all its books of account are audited at least annually by a suitably qualified person or persons

(e) immediately following the discovery of any dishonest or fraudulent act or omission cover shall cease for all further dishonest or fraudulent acts or omissions by such person or persons

(f) the Company will not pay any loss of interest, fines or consequential loss of any kind

(g) the Company will not pay any loss discovered more than 12 months after the termination or cancellation of this policy or this extension

(h) the Company will not pay any loss discovered after 12 months following the resignation, dismissal, retirement or death of any Employee whose fraudulent act gave rise to such a claim

The liability of the Company shall not exceed €25,000 in respect of any one loss and €25,000 any one Period of Insurance.

## MATERIAL DAMAGE SECTION
## EXCLUSIONS

**This Section does not cover:**

**1.** Loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured used by the Insured for the purpose of the Business, not otherwise excluded, caused by

(a) pollution or contamination which itself results from a Defined Peril (excluding Defined Peril V. Accidental Damage) hereby insured against

(b) any Defined Peril (excluding Defined Peril V. Accidental Damage) hereby insured against which itself results from pollution or contamination.

**2.** Consequential loss or Damage of any kind or description except loss of rent when such loss is included in the cover under this Section.

**3.** Damage occurring to dynamos, wires, mains or electrical apparatus through self-ignition, short-circuiting, over-running, excessive pressure, self-heating or leakage of electricity, other than Damage by fire which may extend to Property Insured beyond such dynamos, wires, mains or electrical apparatus.

**4.** Any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

(a) the loss of alteration of or damage to or

(b) a reduction in the functionality availability or operation of

a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not

But this Exclusion shall not apply to such loss alteration damage or reduction in functionality availability or operation caused by a Defined Peril (excluding Defined Peril V. Accidental Damage and Defined Perils D E and F - Riot/Malicious Damage) as specified in the Schedule and/or Specification as applicable.

**5.** 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 Deductible beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

**6.** Any property more specifically insured by or on behalf of the Insured.

# MATERIAL DAMAGE SECTION
# CONDITIONS

**1. Condition of Average (Under-insurance)**

The Sum Insured by each item (under each column) of the Specification of this Section (other than those applying solely to fees rent removal of debris or private dwelling houses) is declared to be separately subject to Average

In respect of all Sums Insured hereby declared to be subject to Average, where such sum shall at the commencement of any Damage be less than the value of the Property Insured within such Sum Insured, the amount payable by the Company in respect of such damage shall be proportionately reduced.

# MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
# CONDITIONS

## 1. Warranties

Every warranty to which the Property Insured or any item thereof is, or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Section, and non-compliance with any such warranty, whether it increases the risk or not shall be a bar to any claim in respect of such Property Insured or item; provided that whenever this Section is renewed a claim in respect of destruction or Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

## 2. Standard Warranties

It is a condition precedent to the Company's liability that

(a) no painting or other surface treatments involving the use of highly flammable liquids are permitted other than in accordance with the Loss Prevention Council Board (LPCB) Recommendations in connection with Spraying and other Painting Processes involving the use of Highly Flammable Liquids.

(b) all trade waste must be removed outside of the Building daily.

(c) no more than 5 litres of solvents and/or accelerators giving off a flammable vapour at a temperature of less than 65°C may be used or stored in the Building.

## 3. Intruder Alarms

It is a condition precedent to the Company's liability for Damage that in respect of any Intruder Alarm system installed at the Premises

(a) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company

(b) the Premises are not left unattended unless

(i) the Intruder Alarm system is tested and set in its entirety and where the equipment permits any central station to which the Intruder Alarm is connected has acknowledged the setting signal

and

(ii) as far as the Insured or their representative is aware the Intruder Alarm system is in full and efficient working order

(c) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm system

(d) the Company is notified immediately and in writing if the Insured receive written notification from the Garda Siochana or any other Police Authority that they may be withdrawing response to alarm calls

For the purpose of this condition Intruder Alarm system shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises.

**4. Security**

It is a condition precedent to the Company's liability for Damage that whenever the Premises are left unattended

(a) all locks bolts and other protective devices are in full operation

(b) all keys (including those relating to any part of the Intruder Alarm system) are

(i) removed from the Premises or

(ii) placed within a locked safe or strong room the keys to which are themselves removed from the Premises.

(c) all combination numbers of safes must be held in the custody of the Insured or an authorised employee and must be removed from the Premises

**5. Fire Extinguishing Appliances**

The Insured hereby undertakes to inspect the fire extinguishing appliances every week for the purpose of ascertaining that they are in all respects maintained in proper working order and to remedy promptly any defect disclosed by any such inspection or otherwise.

Subject to the observance of the above undertaking this Policy shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the Insured.

**6. Automatic Fire Alarm Installations**

Where automatic fire alarm installations are installed, the Insured hereby undertakes to:

(a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed and to carry out the maintenance procedures specified by the manufacturers of the equipment

(b) notify the Company immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more

(c) record details of all events such as alarm fault tests maintenance and disconnections and keep such details available for examination by the Company's representatives.

## MATERIAL DAMAGE/BUSINESS INTERRUPTION SECTIONS
## CONDITIONS
## CONTINUED

**7. Firebreak Doors and Shutters**

The Insured warrants that all firebreak doors and shutters will be kept closed except during working hours and will be maintained in efficient working order.

**8. Heating**

The Insured warrants that all Building(s) are heated by:

(a) low pressure hot water or steam

(b) oil fired space heaters fed from a fuel tank in the open

(c) overhead gas or electrical appliances or air conditioning units

(d) gas or electric heaters in offices only

except as stated by Endorsement.

**9. Automatic Sprinkler Installations**

Where Buildings are protected by Automatic Sprinkler Installations

A. The Insured hereby warrants and undertakes in consideration of the discount and/or reduced rate granted for the automatic sprinkler installation(s) to

(a) ensure a test is made every working day for the purpose of ascertaining the condition of the circuit between the alarm switch and the control unit (except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted e.g. a ring circuit)

(b) (i) ensure a test is made at least once a week for the purpose of ascertaining the condition of

1. the connection with the public fire station, central fire alarm depot or public fire brigade control (unless the Fire Brigade have given a written undertaking to carry out this test)

2. the relevant batteries

**Note:** Where the circuit concerned is not continuously monitored test (1) must be made every working day

(ii) have a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the system referred to in (i) above and to obtain from them following each inspection certification that it is in satisfactory working order

(c) ensure a test is made every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the individual water supplies and the installation are fully open

(d) ensure a test is made each week for the purpose of ascertaining that the pump(s) can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct, and record the completion of these tests

(e) ensure quarterly or half-yearly tests are made, if required by the Company to do so, for the purpose of ascertaining that each water supply is in order, and record the particulars of each test

(f) remedy promptly any defect disclosed by such tests or otherwise

(g) display prominently at each sprinklered storage area (as defined by the Company) a notice of the terms agreed with the Company which specifies

(i) the description of goods which may be stored

(ii) the maximum height of storage

(iii) the minimum permitted clearance between goods stored and the sprinkler deflectors

and comply with the terms of the notice

B. (a) Notice shall be given to the Company by the Insured before any installation is rendered inoperative, or immediately in the event of emergency

(b) The Company shall have access to the Property Insured at all reasonable times for the purpose of inspecting the sprinkler installation(s)

**10. Unoccupancy**

It is a condition precedent to the liability of the Company that notice in writing shall be given to the Company by the Insured when a Building or portion of a Building becomes Unoccupied or when an Unoccupied Building or portion thereof becomes occupied again and an additional premium paid if required.

**11. Unoccupied Buildings**

It is a condition precedent to the liability of the Company that in respect of any Building or portion of a Building that is Unoccupied or becomes Unoccupied after the commencement of cover under this Policy, that until such Buildings again become occupied the Insured must

(a) turn off all electrical gas and water supplies at the mains other than those supplies connected to automatic sprinkler installations or isolated electrical circuits to lighting and alarm systems which remain in operation for security or fire protection purposes

(b) drain down all water tanks apparatus pipes and heating systems (other than those connected to automatic sprinkler installations)

(c) take all reasonable precautions to ensure that Buildings are secure against entry by intruders including

  (i) securely lock and fasten all doors and windows

  (ii) seal any letter boxes

  (iii) set all security and alarm protections in full operation and ensure that the protections are in proper working order

(d) remove all waste and obsolete combustible materials from either within or outside the buildings at the Premises

(e) inspect (or arrange for an authorised representative to inspect) the Buildings both internally and externally at least once every 7 days for the purposes of insuring that

  (i) no deterioration in the condition or state of repair of the Buildings has occurred

  (ii) all physical security and alarm protection systems remain in full operation and a record of each inspection is kept (which must be available to the Company on request) and any deterioration or defects in the physical security and alarm protections systems are rectified remedied or repaired immediately

(f) remove from the site temporary Buildings and skips not in regular use

(g) drain and purge all tanks and pressure vessels containing combustible fuels or Liquified Petroleum Gas (LPG)

(h) maintain perimeter fence integrity and security

(i) notify the Company immediately if the Buildings and/or the Premises are to be occupied by contractors for renovation, alteration or conversion purposes

(j) complete any risk improvements put forward by the Company within the timescales specified by the Company.

The Company will notify the Insured of any other terms and conditions to apply to such Unoccupied Buildings.

## BUSINESS INTERRUPTION SECTION
## DEFINITIONS

1. **Business Interruption** shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of Damage to property used by the Insured at the Premises for the purpose of the Business.

2. **Estimated Sum Insured** shall mean the amount declared by the Insured to the Company (and as stated in the Specification) as representing not less than the Earnings which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

   **Earnings** is Gross Profit, Gross Revenue, Gross Rentals, Gross Fees, Tax Relief as stated in the Specification.

3. **Maximum Indemnity Period** as set out in the Specification.

4. **Indemnity Period** shall mean the period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the business shall be affected in consequence of the Damage.

5. **Uninsured Working Expenses** shall mean purchases less discounts received, discounts allowed, bad debts and any other expenses specified by endorsement. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

6. **Gross Profit**

   The Insurance under this item is limited to loss of Gross Profit due to (a) **Reduction in Turnover** and (b) **Increase in Cost of working**, and the amount payable as indemnity thereunder shall be:

   **(a) In respect of Reduction in Turnover:** The sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Turnover,

   **(b) In respect of Increase in Cost of Working:** The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

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

7. **Tax Relief**

   The insurance under this Item is to reimburse the Insured in respect of (a) **Reduction in Tax Relief** and (b) **Increase in Cost of Working** and the amount payable as indemnity thereunder shall be:

   (a) **In respect of Reduction in Tax Relief:** The amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would, but for the Damage, have been entitled in said financial year or years,

(b) **In respect of Increase in Cost of Working:** So much of the additional expenditure described in Clause (b) of the respective Gross Profit item as exceeds the amount payable thereunder (and under the relative Payroll/Wages item)

but not more than the additional amount which would have been payable under Clause (a) of this item had such expenditure not been incurred.

**8. Earnings:**

The insurance under this item is limited to (a) **Loss of Earnings** and (b) **Increase in Cost of working** and the amount payable as indemnity thereunder shall be:-

(a) **In respect of Loss of Earnings** the amount by which the Earnings during the indemnity period shall in consequence of the damage fall short of the standard turnover

(b) **In respect of Increase in Cost of Working:** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding and diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the damage but not exceeding the amount of the reduction in Earnings thereby avoided.

Less any sum saved during the indemnity period in respect of such charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the damage.

**9. Rent Receivable:**

The Insurance under this item is limited to (a) **Loss of Rent Receivable** and (b) **Increase in Cost of Working**, and the amount payable as indemnity thereunder shall be:

(a) **In respect of Loss of Rent Receivable:** The amount by which the Rent Receivable during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Rent Receivable.

(b) **In respect of Increase in Cost of Working:** The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of 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 such expenses and charges payable out of Rent Receivable as may cease or be reduced in consequence of the Damage.

**10. Additional Increased Cost of Working:**

The insurance by this item is limited to the additional expenditure beyond that recoverable under paragraph (b) of item 1 reasonably incurred in consequence of the Damage for the purpose of maintaining the Business during the Indemnity Period.

## BUSINESS INTERRUPTION SECTION
## DEFINITIONS
## CONTINUED

**11. Additional Expenditure:**

The insurance by this item is limited to the additional Expenditure necessarily and reasonably incurred by the Insured during the Indemnity Period in consequence of Damage in order to prevent or minimise any interruption or interference with the Business at the Premises.

**12. Earnings** is Gross Profit, Gross Revenue, Gross Rentals, Gross Fees, Tax Relief as stated in the Specification.

**13. V.A.T**

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

**14. C.C.A.**

For the purpose of these Definitions any adjustment implemented in Current Cost Accounting shall be disregarded.

**15. Premises:**

(a) Any premises owned or occupied by the Insured for the purpose of the Business in Republic of Ireland or Northern Ireland

(b) Any premises not occupied by the Insured but used by them solely for storage, packing or despatch purposes in Republic of Ireland, Northern Ireland or Great Britain.

(c) Any premises where Insured's property is temporarily removed in Republic of Ireland, Northern Ireland, Great Britain and elsewhere providing Insured's Property Damage insurance has been similarly extended.

**16. Gross Profit:**

The amount by which:-

(i) the sum of the turnover and the amounts of the closing stock and work in progress

shall exceed

(ii) the sum of the amount of the opening stock and the amount of the Specified Working Expenses

**N.B.** The amount of the opening and closing stock and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.

**17. Specified Working Expenses:**

As set out on the specification.

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

**18. Estimated Gross Profit:**

The amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the maximum indemnity period exceeds twelve months).

**19. Turnover:**

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

**20. Indemnity Period:**

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

**21. Maximum Indemnity Period:**

As set out in the specification.

**22. Tax Relief:**

The statutory relief from/or reduction in the standard rate of Corporation Tax to which the Insured is entitled in the course of the business at the premises.

**23. Estimated Tax Relief:**

The amount declared by the Insured to the Company as representing not less than the Tax Relief which it is anticipated will be allowed to the Business during the financial year most concurrent with the period of insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

**24. Earnings:**

As set out in the Specification.

## BUSINESS INTERRUPTION SECTION
## DEFINITIONS
## CONTINUED

**25. Estimated Earnings:**

The amount declared by the Insured to the Company as representing not less than the Earnings which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

**26. Rent Receivable:**

The amount of rent and other income received or receivable from the letting of the premises and for services rendered thereat.

**27. Estimated Rent Receivable:**

The amount declared by the Insured to the Company as representing not less than the Earnings which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

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

**Standard Turnover**-
The Turnover during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period

**Standard Earnings**
The Earnings during the period corresponding with the indemnity period in the twelve months immediately before the date of the damage

**Standard Rent Receivable**
The Rent Receivable during the period corresponding with the indemnity period in the twelve months immediately before the date of the damage

} to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business before or after the damage or which would have affected the Business had the Damage not occurred so that the figure this adjustment 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

## BUSINESS INTERRUPTION SECTION
## (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

## INSURING CLAUSE

If any building or other property used by the Insured at the Premises for the purpose of the Business be Damaged by a Defined Peril during the Period of Insurance (or any subsequent period for which the Company accepts a renewal premium) the Company will pay to the Insured in respect of each item in the Specification the amount of the Business Interruption resulting from the Damage

**Provided that**

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such Damage and that

   (a) payment shall have been made or liability admitted therefor, or

   (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 liability of the Company under this Section shall not exceed

   (a) in the whole the Total Specification Sum Insured or in respect of any item its Sum Insured or any other Limit of Liability stated in the Schedule at the time of the Damage

   (b) the Sum Insured (or Limit) remaining after deduction for any other Business Interruption occurring during the same Period of Insurance, unless the Company shall have agreed to reinstate any such Sum Insured (or Limit)

## BUSINESS INTERRUPTION SECTION
## EXTENSIONS

These Section Extensions are subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy

**1. Alternative Premises**

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

**2. Professional Accountants Clause**

If the professional accountants of the Insured produce any particulars or details required by the Company from the Insured's books of account or other business books or documents or any other proofs, information or evidence under the terms of Material Damage/Business Interruption/Money Section Condition 1 Claims Condition the Company will pay the Insured the reasonable charges payable by the Insured to their professional accountants, provided that the sum of such reasonable charges and any other amount payable under this Section shall not exceed the liability of the Company under this Policy.

**3. New Business Clause**

If the Business is in its first year of trading during the first Period of Insurance and Damage occurs before completion of such Period of Insurance notwithstanding any Definition in the Specification, the Rate of Gross Profit and Standard Turnover shall mean the following:

Rate of Gross Profit: the rate of gross profit earned on the Turnover during the period between the date of commencement of the Business and the date of the Damage.

Standard Turnover: the proportional equivalent, for the period equal to the Indemnity Period, of the Turnover realised during the period between the date of commencement of the Business and the date of the Damage.

**4. Payment on Account**

Payments on account may be made by the Company during the Indemnity Period, if desired, subject to any necessary adjustment at the termination of such Indemnity Period.

**5. Reinstatement of the amount of any loss**

In consideration of the Sum Insured by any item hereof not being reduced by the amount of any loss, the Insured undertakes to pay the appropriate additional premium on the amount of any loss from the date thereof to the date of the expiry of the Period of Insurance.

## BUSINESS INTERRUPTION SECTION
## EXTENSIONS
## CONTINUED

**6. Notifiable Disease**

The insurance by this Policy shall subject to all the Exclusions and Conditions of the Policy (except in so far as they may be hereby expressly varied) and the special conditions set out below extend to include loss resulting from interruption or interference with the Business carried on by the Insured at the Premises in consequence of:-

1. (a) any occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the premises

   (b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease

2. the discovery of vermin or pests at the Premises

3. any accident causing defect in the drains or other sanitary arrangements at the Premises

which causes restrictions on the use of the Premises on the order or advice of the competent authority

4. any occurrence of murder or suicide at the Premises

**Special Conditions**

1. Notifiable Disease shall mean illness sustained by any person resulting from

   (a) food or drink poisoning or

   (b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS)) an outbreak of which the competent authority has stipulated shall be notified to them.

2. For the purposes of this memorandum:

   Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence, discovery or accident, beginning

   (a) in the case of 1, 2 and 3 above with the date from which the restrictions on the Premises are applied or

   (b) in the case of 4 above with the date of the occurrence

   and ending not later than the Maximum Indemnity Period thereafter.

   Maximum Indemnity Period shall mean 3 months.

   Premises shall only mean those locations stated in the Premises definition; In the event that the policy includes an extension which deems loss destruction or damage at other locations to be an incident such extension shall not apply to this memorandum.

3. The Company shall not be liable for any costs incurred in the cleaning repair replacement recall or checking of property.

4. The Company shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.

The liability of the Company shall not exceed €250,000 in respect of any one occurrence or €250,000 in any one Period of Insurance

**7. Prevention of Access**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage by an insured Defined Peril to property as undernoted shall be deemed to be loss resulting from damage to property used by the Insured at the Premises provided that after the application of all other terms Conditions and provisions of the policy the liability under this Extension in respect of any one occurrence or in any one Period of Insurance shall not exceed €250,000.

Property in the immediate vicinity (meaning within 1.5 kilometres) of the Premises destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or Property of the Insured therein shall be damaged or not.

**8. Public Utilities**

Loss as insured by this Section resulting from interruption of or interference with the Business in consequence of Damage by an insured Defined Peril at the under noted situations or to the property as under noted within the Territorial Limits shall be deemed to be loss resulting from Damage to Property Insured used by the Insured at the Premises provided that after the application of all other terms and conditions and provisions of the Policy the liability of the Company under this Extension in respect of any one occurrence or in any one Period of Insurance shall not exceed €250,000.

Property at any:

(a) generating station or sub-station of the public electricity supply undertaking

(b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith

(c) water works or pumping station of the public water supply undertaking

(d) land based premises of the public telecommunications supplier

from which the Insured obtains electricity gas water or telecommunications services

**9. Public Relations Expenses**

In the event of Business Interruption at the Premises cover extends to include the additional expenditure necessarily and reasonably incurred with the agreement of the Company during the Indemnity Period of employing suitable public relations personnel to deal with press and public announcements and other activities, provided that

(a) the Maximum Indemnity Period in respect of this Extension shall not exceed 3 months

(b) the Company shall not be liable for more than €10,000 in respect of any one occurrence

## BUSINESS INTERRUPTION SECTION
## EXCLUSIONS

**1.** Loss resulting from pollution or contamination but this shall not exclude loss resulting from Damage to Property Insured used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by

(a) pollution or contamination which itself results from a Defined Peril (excluding Defined Peril V. Accidental Damage) hereby insured against

(b) any Defined Peril (excluding Defined Peril V. Accidental Damage) hereby insured against which itself results from pollution or contamination.

**2.** Any loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

(a) the loss alteration of or damage to or

(b) a reduction in the functionality availability or operation of

a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not

But this Exclusion shall not apply to such loss alteration damage or reduction in functionality availability or operation caused by a Defined Peril (excluding Defined Peril V. Accidental Damage and Defined Perils D E and F - Riot/Malicious Damage) as specified in the Schedule and/or Specification as applicable.

## BUSINESS INTERRUPTION SECTION
## CONDITIONS

**1. Value Added Tax**

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

**2. Current Cost Accounting**

For the purpose of these definitions, any adjustment implemented in current cost accounting shall be disregarded

**3. Renewal Clause**

The Insured shall prior to each renewal furnish the Company with the Estimated Sum Insured for the financial year most nearly concurrent with the ensuing year of insurance

## MONEY SECTION
## DEFINITIONS

1. **Money** shall mean cash, bank notes, currency notes, credit card sales vouchers, cheques, bankers drafts, postal orders, money orders, travellers cheques, current postage stamps, V.A.T. invoices, pension and insurance stamps, national savings stamps or certificates, holiday with pay stamps, gift tokens, unused credit in postal franking machines, luncheon and other negotiable trade vouchers, consumer redemption vouchers, bus tickets, phone cards belonging to the Insured or for which the Insured are legally responsible and pertaining to the Business.

2. **Business Hours** shall mean the working hours during which the Insured or authorised employees entrusted with the Money are at the Premises for the purposes of the Business.

3. **Property Insured** shall mean Money as defined and clothing and personal effects of the Insured and any Insured Person.

4. **Insured Person** shall mean the Insured or any director partner or employee of the Insured aged 16 and over.

5. **Damage** shall mean direct physical loss or destruction of or damage to the Property Insured, and the word Damaged shall be construed accordingly.

6. **Premises** shall mean the location of Property Insured as stated in the Schedule.

## MONEY SECTION
## (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

## INSURING CLAUSE

The Company will indemnify the Insured against Damage subject to the Limits of Indemnity as stated below:

| Situation and Circumstances | Limits of Indemnity |
|---|---|
| 1. Money in the Insured's Premises during Business Hours or in transit to or from the bank or other financial institution in the personal custody of the Insured or the Insured's authorised employees, or in a bank night safe and thereafter within bank premises until at the bank's risk. | Refer to Schedule |
| 2. Money in the Insured's Premises out of Business Hours | |
| (a) in locked safes or strong rooms | Refer to Schedule |
| Make Model Serial Number. | Refer to Schedule |
| (b) in all other locked safes or strong rooms | €1,500 in total |
| (c) not in locked safe or strong room | €500 |
| 3. Money in the Insured's residence or that of any authorised employee | €500 |
| 4. Crossed cheques, crossed postal orders and crossed money orders whilst in the situation and circumstances described in Items 1 to 3 provided that the Insured retains an accurate record of such cash as would enable a stop be placed against payment of the instruments otherwise such cash is considered as being part of the Money insured under Items 1 to 3 for the limits applying under Items 1 to 3. | €250,000 |
| 5. Damage to safes or strong rooms (limited to the cost of repair or replacement of the safe or strong room to a condition or quality that applied at the time of the happening of the Damage) but limited in all to a sum not exceeding | €10,000 |
| 6. Money whilst in the personal custody of travellers or collectors or whilst contained in hotel safes on behalf of such travellers or collectors | €1,000 |

## MONEY SECTION
## INSURING CLAUSE
## CONTINUED

**Provided that** it shall be a condition precedent to any liability of the Company under this Section that

(a) for transit of amounts up to €4,000 all carryings be made by an able bodied adult person

(b) for transits of amounts over €4,000 and up to €8,000 all carryings to be made by two able bodied adult persons

(c) for transits of amounts over €8,000 and up to €15,000 all carryings to be made by three able bodied adult persons

(d) amounts over €15,000 to be carried by a security company approved by the Company the name of which has been lodged with the Company

(e) Money shall not be left in unattended vehicles

(f) journeys in excess of one kilometre must be undertaken in a motor vehicle

**Additional Benefit**

The Company will also indemnify the Insured in respect of

**Personal Assault**

If, during the course of the Business, an Insured Person shall sustain bodily injury or shall suffer Damage as a result of an assault with intent to steal Money, or other Property Insured as covered by this Section, then the Company will pay to the Insured Person or in the event of the Insured Person' s death to the legal personal representatives of the Insured Person compensation as specified in the Scale of Benefits set out below.

**Scale of Benefits**

If the bodily injury referred to above is the sole and direct cause of

1. Death

   or

2. Total loss by physical severance at or above the wrist of one or both hands, at or above the ankle of one or both feet or irrecoverable loss of all sight in one or both eyes or the power of speech or the sense of hearing

occurring within 12 calendar months of the happening of such bodily injury - €15,000

## MONEY SECTION
## INSURING CLAUSE
## CONTINUED

**3.** Total disablement from engaging in or giving attention to profession, business or occupation – compensation at the rate of €112.50 per week

**4.** Vouched medical expenses incurred by the Insured as a result of bodily injury following assault up to a limit of €500

**5.** Damage to clothing or personal effects of the Insured Person up to a limit of €650

**Provided that**

**1.** After injury the Insured Person shall act upon medical advice and, if so required, submit to medical examination at the expense of the Company

**2.** Benefit shall not be payable:

(a) under more than one of Items 1, 2 and 3 in respect of the same bodily injury other than a claim under Items 1 or 2 following upon a claim under Item 3

(b) under Item 3

(i) until the total amount of the compensation has been ascertained

(ii) unless the bodily injury requires treatment by a registered medical practitioner

(iii) in respect of any period of disablement which is not certified by a registered medical practitioner

(iv) for more than 104 weeks from the commencement of the disablement as certified by a registered medical practitioner Any payment made under Item 3 shall be deducted from any sum subsequently payable under Items 1 or 2 in respect of the same bodily injury, the Company being liable only for the balance.

**3.** After the happening of bodily injury resulting in a claim under Items 1 or 2 no further liability to make any payment shall attach to the Company in respect of the Insured Person concerned

**4.** The Company shall not be liable in respect of death, injury or disablement caused by any pre-existing physical or mental defect, condition or infirmity

**5.** The total amount payable, in respect of any one or more injuries to any Insured Person during the Period of Insurance, shall not exceed €15,000.

## MONEY SECTION
## EXCLUSIONS

**This Section does not cover:**

**1.** Loss or Damage

(a) arising from fraud or dishonesty of any employee, director or partner of the Insured, which is not discovered within 14 working days of its occurrence

(b) arising from shortages due to error, omission or depreciation in value

(c) of Money in vending or gaming machines in excess of €500

(d) while in an unattended vehicle

(e) covered by a policy of Fidelity Guarantee Insurance

(f) occurring outside the Territorial Limits.

(g) due to use of counterfeit Money

**2.** In respect of compensation for accidental bodily injury

(a) any pre-existing physical or mental defect or infirmity

(b) any consequences of pregnancy or childbirth

3. Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with

(a) the loss alteration of or damage to or

(b) a reduction in the functionality availability or operation of

a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment whether the property of the Insured or not

# MONEY SECTION
# CONDITIONS

## 1. Intruder Alarms

It is a condition precedent to the Company's liability for Damage that in respect of any Intruder Alarm system installed at the Premises

(a) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company

(b) the Premises are not left unattended unless

(i) the Intruder Alarm system is tested and set in its entirety and where the equipment permits any central station to which the Intruder Alarm is connected has acknowledged the setting signal and

(ii) as far as the Insured or their representative is aware the Intruder Alarm system is in full and efficient working order

(c) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm system

(d) the Company is notified immediately and in writing if the Insured receive written notification from the Garda Siochana or any other Police Authority that they may be withdrawing response to alarm calls

For the purpose of this condition Intruder Alarm system shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises.

## 2. Security

It is a condition precedent to the Company's liability for Damage that whenever the Premises are left unattended

(a) all locks bolts and other protective devices are in full operation

(b) all keys (including those relating to any part of the Intruder Alarm System) are removed from the Premises

(c) all combination numbers of safes must be held in the custody of the Insured or an authorised employee and must be removed from the Premises.

## 3. Automatic Teller Machine (ATM)

A. In respect of automatic teller machines at the Premises for which the Insured is responsible which are back loaded from a secure cash office it is a condition precedent to the Company's liability for Damage that the Insured must ensure that

(a) outside of Business Hours all Money is removed from the ATM and placed in a locked safe, the make and model having been agreed with the Company

(b) notices are displayed in prominent places stating that the ATM holds no Money when the Premises is closed.

B. In respect of all automatic teller machines at the Premises for which the Insured is responsible (other than as described in Paragraph A. above) it is a condition precedent to the Company's liability for Damage that the Insured must ensure that

(a) (i) the filling of the automatic teller machine (ATM)

and

(ii) removal of Money from the ATM

is carried on whilst the Premises are closed to all customers and no customers are left on the Premises

(b) outside of Business Hours

(i) all Money is removed from the ATM and placed in a locked safe, the make and model having been agreed with the Company

(ii) the door to the ATM and security container is left open

(c) notices are displayed in prominent places stating that the ATM holds no Money when the Premises are closed.

**4. Record of Money**

It is a condition precedent to the Company's liability for Damage that the Insured must keep a complete record of all Money covered by this Section in a secure place other than in a safe or strong room containing Money

## MATERIAL DAMAGE/BUSINESS INTERRUPTION/MONEY SECTIONS
## EXCLUSIONS

1. Damage or Business Interruption caused by or consisting of any fraudulent criminal wilful or dishonest act by the Insured or their representatives

2. Damage directly or indirectly occasioned by happening through or in consequence of confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

## MATERIAL DAMAGE/BUSINESS INTERRUPTION/MONEY SECTIONS CONDITIONS

**1. Claims Condition**

No claim under this Policy shall be payable unless the terms of this Claims Condition have been complied with. Any payment on account of the claim already made shall be repaid to the Company forthwith

On the discovery of any event which might give rise to a claim under this Policy

The Insured must

(a) give immediate notice to the Company

(b) give immediate notice to the Garda Síochána or other Police Authority in respect of

(i) Damage by Theft (or attempted Theft),

(ii) Damage caused by malicious persons

(iii) loss of Money by any cause whatsoever

(c) (i) deliver to the Company at the Insured's expense within 7 days of its happening full detail of loss destruction or damage caused by Riot, Civil Commotion, strikers, looked-out workers or persons taking part in labour disturbances or Malicious Persons

(ii) at the Insured's own expense, within 30 days after the happening of Damage or within 30 days after the expiration of the Indemnity Period in the event of a claim under the Business Interruption Section or such further period as the Company may in writing allow, furnish a claim in writing to the Company with such detailed particulars, proofs, certificates or other documents as may reasonably be required, together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith

(d) deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matter connected with it

(e) take all reasonable steps to diminish or avoid the Damage, and to minimise any interruption or interference with the Business

(f) give the Company every assistance and co-operation and comply with its reasonable requests

(g) if required allow the Company take over any Damaged Building or other Property Insured for all reasonable purposes

(h) not abandon property to the Company

## MATERIAL DAMAGE/BUSINESS INTERRUPTION/MONEY SECTIONS
## CONDITIONS
## CONTINUED

**2. Alteration**

This Policy shall be avoided if after the commencement of this insurance

(a) any alteration is made either to the Property Insured and/or the Premises and/or the Business whereby the risk of Damage or Business Interruption is increased or

(b) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or

(c) the interest of the Insured ceases other than by death or

(d) in respect of subsidence ground heave or landslip if insured (applicable to Material Damage and Business Interruptions Sections only) - any building demolition or excavation work is carried out on any adjoining site

unless admitted by the Company in writing.

**3. Auditors Clause**

Any particulars or details contained in the Insured's books of account or other Business books or documents which may be required by the Company under Claims Condition 1 above for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors, and their certificate shall be prima facie evidence of the particulars and details to which certificate relates.

**4. Subrogation**

Any claimant under this Policy shall at the request and expense of the Company take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company.

**5. Reinstatement**

If any Property Insured is to be reinstated or replaced by the Company the Insured shall at his 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.

**6. Contribution and Average**

In respect of the Material Damage Section

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any of the property lost destroyed or Damaged the liability of the Company hereunder shall be limited to its rateable proportion of such Damage.

## MATERIAL DAMAGE/BUSINESS INTERRUPTION/MONEY SECTIONS
## CONDITIONS
## CONTINUED

If any such other insurance shall be subject to any Average (under-insurance) Condition this Section if not already subject to any such Condition of Average shall be subject to Average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Company under this Section shall be limited to that proportion of the Damage which the Sum Insured under this Section bears to the value of the Property Insured.

**In respect of the Business Interruption and Money Sections**

If at the time of any Damage there is any other insurance effected by or on behalf of the Insured covering any matter for which the Company is liable hereunder the liability of the Company shall be limited to its rateable proportion of the loss.

## COMMERCIAL ALL RISKS INSURANCE SECTION
### (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

**Insuring Clause**

If during the Period of Insurance the property described in the Schedule or any part of such property is lost destroyed or damaged while within Europe due to any cause not hereunder excluded the Company will pay to the Insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage or at its option reinstate or replace such property or any part of such property
Provided that

1. The liability of the Company shall in no case exceed in respect of each item the sum insured in the Schedule to be insured thereon or in the whole the Total sum Insured hereby
2. If the Company elect or become bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the Sum Insured thereon
3. Unless otherwise stated the Sum Insured by each item of this Section is declared to be separately subject to the Section Underinsurance Condition

## COMMERCIAL ALL RISKS INSURANCE SECTION
## CONDITIONS

**1 Underinsurance Condition**

The Sum Insured by each item (under each column) of the Specification of this Section (other than those applying solely to fees rent removal of debris or private dwelling houses) is declared to be separately subject to Average

In respect of all Sums Insured hereby declared to be subject to Average, where such sum shall at the commencement of any Damage be less than the value of the Property Insured within such Sum Insured, the amount payable by the Company in respect of such damage shall be proportionately reduced.

**2 Locked Boot Condition**

Any cover granted in respect of Damage by theft shall not apply in respect of theft from any unattended vehicle unless the property is contained in the locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time

**3 Claims Condition**

No claim under this Policy shall be payable unless the terms of this Claims Condition have been complied with. Any payment on account in respect of the claim already made shall be repaid to the Company forthwith

On the discovery of any event which might give rise to a claim under this Policy

The Insured must

(a) give immediate notice to the Company

(b) give immediate notice to the Garda Síochána or other Police Authority in respect of

(i) Damage by Theft (or attempted Theft),

(ii) Damage caused by malicious persons

(c) (i) deliver to the Company at the Insured's expense within 7 days of its happening full detail of Loss destruction or Damage caused by Riot, Civil Commotion, strikers, locked out workers or persons taking part in labour disturbances or Malicious Persons

(ii) at the Insured's own expense, within 30 days after the happening of Damage or within 30 days after the expiration of the Indemnity Period in the event of a claim under the Business Interruption Section or such further period as the Company may in writing allow, furnish a claim in writing to the Company with such detailed particulars, proofs, certificates or other documents as may reasonably be required, together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith

(d) deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matter connected with it

(e) take all reasonable steps to diminish or avoid the Damage, and to minimise any interruption or interference with the Business

(f) give the Company every assistance and co-operation and comply with its reasonable requests

(g) if required allow the Company take over any Damaged Building or other Property Insured for all reasonable purposes

(h) not abandon property to the Company

## COMMERCIAL ALL RISKS INSURANCE SECTION
## EXCLUSIONS

The Company shall not be liable for

1. Loss destruction or Damage caused by

   a) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
   b) alterations maintenance repairs or any process of cleaning or restoring
   c) delay confiscation or detention by order of any government or public authority
   d) counterfeit substitute or foreign coins
   e) mechanical or electrical breakdown or derangement

2. breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as a result of loss or destruction of or damage to such property

3. the contents of machines unless such contents are shown in the Schedule

4. depreciation contamination consequential loss or consequential damage of any kind or description

5. the amount of the Insured's contribution

6. destruction of or damage to electrical plant or apparatus caused by self ignition but this exclusion shall only apply to that part of the electrical plant or apparatus in which self ignition occurs

7. loss destruction or damage

   Directly or indirectly occasioned by or happening through or in consequence of Riot or civil commotion elsewhere than within the Republic of Ireland Great Britain the Channel Islands or the Isle of Man

8. Directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

9. The amount of the excess, €100, or such alternative amount specified in the Schedule

## COMPUTER EQUIPMENT INSURANCE SECTION
### (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

**Definitions**

**1. Defined Perils** shall mean such of the following as are specified in the Schedule as being applicable

**A: Fire** but excluding Damage to the Property Insured or Business Interruption caused by

(a) explosion resulting from fire

(b) earthquake or subterranean fire

(c) (i) its own spontaneous fermentation or heating,

or

(ii) its undergoing any heating process or any process involving the application of heat

**Lightning**

**Explosion**

(i) of boilers used for domestic purposes only

(ii) of gas used for domestic purposes only

(iii) in respect of Business Interruption only, of any other boilers or economisers on the Premises

but excluding Damage or Business Interruption caused by earthquake or subterranean fire

**B: Explosion** excluding

(a) in respect of the Material Damage Section

Damage caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured

in respect of and originating in any vessel machinery or apparatus, or its contents, belonging to or under the control of the Insured which requires to be examined to comply with any Statutory Regulations unless there is in force a policy of insurance or other contract providing the required inspection service

(b) in respect of the Business Interruption Section

Business Interruption or Damage caused by the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises) belonging to or under the control of the Insured in which internal pressure is due to steam only

## COMPUTER EQUIPMENT INSURANCE SECTION
## DEFINITIONS
## CONTINUED

(c) Damage or Business Interruption by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**C:** **Aircraft** or other aerial devices or articles dropped therefrom excluding Damage or Business Interruption by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**D:** **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, excluding Damage or Business Interruption arising from

(a) confiscation requisition or destruction by order of the government or any public authority

(b) cessation of work

**E:** **Riot Civil Commotion Strikers Locked-Out Workers** or persons taking part in labour disturbances or Malicious Persons excluding

(a) Damage or Business Interruption arising from confiscation requisition or destruction by order of the government or any public authority

(b) Damage or Business Interruption arising from cessation of work

(c) as regards Damage or Business Interruption (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation

(i) Damage or Business Interruption by Theft

(ii) Damage or Business Interruption in respect of any Building which is Unoccupied

**F:** **Riot or Civil Commotion** in respect of Damage caused by fire only, excluding Damage or Business Interruption arising from

(a) confiscation or requisition or destruction by order of the government or any public authority

(b) cessation of work

**G:** **Earthquake**

**H:** **Earthquake** in respect of Damage or Business Interruption caused by fire only

**J:** **Earthquake** excluding Damage or Business Interruption caused by fire

**K:** **Subterranean Fire**

**L:** **Fire only** resulting from the Property Insured's own Spontaneous Fermentation or Heating

**M:** **Storm** excluding

(a) Damage or Business Interruption by

(i) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam;

(ii) inundation from the sea

whether resulting from storm or otherwise

(b) Damage or Business Interruption attributable solely to change in the water table level

(c) Damage or Business Interruption by frost, subsidence, ground heave or landslip

(d) Damage or Business Interruption in respect of movable property in the open, fences and gates

(e) Damage to open-fronted or open-sided Buildings or to property contained therein

**N:** **Storm or Flood** excluding Damage or Business Interruption

(a) attributable solely to change in the water table level

(b) by frost, subsidence, ground heave or landslip

(c) in respect of movable property in the open, fences and gates

(d) to open-fronted or open-sided Buildings or to property contained therein

**P:** **Escape of Water from Any Tank Apparatus or Pipe** excluding Damage or Business Interruption

(a) by water discharged or leaking from any automatic sprinkler installation

(b) in respect of any Building which is Unoccupied

**Q:** **Impact** by any road vehicle or animal not belonging to or under the control of the Insured or any occupier of the Premises or their respective employees

**R:** **Impact** by any road vehicle (including fork lift or stacker truck) or animal belonging to or under the control of the Insured or any occupier of the Premises or their respective employees

**S:** **Accidental Escape of Water from any Automatic Sprinkler Installation** in the Premises not caused by

(a) freezing whilst the Building in so far as it is in the Insured's ownership or tenancy is Unoccupied

(b) explosion, earthquake, subterranean fire or heat caused by fire

**T:** **Theft** (which shall be deemed to include attempted Theft)

**Excluding** Damage and Business Interruption

(a) which does not involve

(i) entry to or exit from a Building by forcible and violent means or

(ii) actual or threatened assault or violence to the Insured or any partner director employee of the Insured or members of their families or any other person who has a legal right to be on the Premises

(b) to any part of the Building not occupied by the Insured for the purpose of the Business

(c) in respect of any Building which is Unoccupied

(d) to property in the open or from any outbuilding

(e) to property in transit

(f) to Money and securities of any description

(g) to glass more specifically insured

**U: Accidental Damage – Glass/Sanitaryware**

Accidental Damage to or Business Interruption arising from:

Damage to:

(a) fixed glass including the cost of Damage to frames or framework following breakage of glass including temporary boarding up where necessary pending replacement

(b) lettering, alarm foil, safety film, painting, embossing, silvering or other ornamental work thereon

(c) lavatory pans, washbasins, cisterns and other sanitary ware for which the Insured is responsible

(d) fixed external signs including fittings forming part thereof

**Excluding:**

1. any disfiguration or damage other than fracture extending throughout the entire thickness of the glass
2. any glass/sanitaryware which was cracked or fractured prior to the inception of this Insurance
3. damage caused by mechanical or electrical defect or breakdown or derangement
4. damage caused whilst the Premises is Unoccupied unless specifically agreed
5. damage caused by
   (i) wear and tear, moth, vermin, atmospheric or climate conditions or any gradually operating cause
   (ii) alterations, maintenance, repairs or any process of cleaning or restoring
   (iii) breakage of electrical valves, bulbs or tubes unless forming part of the Property Insured and fixed therein and happening as the result of damage to such property

**V: Accidental Damage**

**Excluding:**

(a) Damage or Business Interruption caused by or consisting of or arising from or attributable to

(i) any of the Defined Perils

## COMPUTER EQUIPMENT INSURANCE SECTION
## DEFINITIONS
## CONTINUED

(ii) any of the exclusions to the Defined Perils

specified in Defined Perils A-U and W, whether Defined Perils A-U and W are insured or not

(b) Damage or Business Interruption caused by or consisting of

(i) inherent vice

(ii) latent defect

(iii) gradual deterioration

(iv) wear and tear

(v) frost

(vi) its own faulty or defective design or materials

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

(c) Damage or Business Interruption caused by or consisting of faulty or defective workmanship by the Insured or any employee of the Insured

(d) Damage or Business Interruption caused by or consisting of operational error or omission by the Insured or any employee of the Insured but this shall not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A-U or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

(e) Damage or Business Interruption caused by or consisting of acts of fraud or dishonesty by any partner director or employee of the Insured

(f) Damage or Business Interruption caused by or consisting of seizure or destruction by order of public authority

(g) Damage or Business Interruption caused by or consisting of

(i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects

(ii) change in temperature colour flavour texture or finish

or Damage or Business Interruption consisting of

(iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping connected to them

(iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

(v) in respect of Business Interruption Section only

Business Interruption caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude such Damage or Business Interruption not otherwise excluded which itself results from Defined Perils A-U or from any other accidental loss, destruction or damage, or subsequent Damage or Business Interruption which itself results from a cause not otherwise excluded

(h) Damage or Business Interruption caused by disappearance unexplained or inventory shortage or the misfiling or misplacing of information

(i) Damage or Business Interruption caused to any building or structure by its own collapse or cracking but this shall not exclude such Damage or Business Interruption caused by Defined Perils A - U in so far as they are not otherwise excluded

(j) Damage or Business Interruption in respect of fences gates and moveable property in the open caused by wind rain hail sleet snow or dust

(k) Damage or Business Interruption to any property resulting from its undergoing any process of production packing treatment testing commissioning service or repair

(l) Damage or Business Interruption in respect of

(i) jewellery precious stones or precious metals bullion furs curiosities works of art or rare books

(ii) property in transit

(iii) glass china earthenware marble or other fragile or brittle objects

(iv) money bonds or securities of any description

(m) Damage or Business Interruption in respect of

(i) vehicles licensed for road use (including accessories on them) caravans trailers railway locomotives rolling stock watercraft or aircraft

(ii) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures

(iii) lands roads pavements piers jetties bridges culverts or excavations

(iv) livestock growing crops or trees

but this shall not exclude such Property Insured specifically described in the Schedule

**W: Subsidence or Ground Heave** of any part of the site on which the Property Insured stands or landslip excluding

(a) Damage to or Business Interruption in respect of yards, car-parks, roads, pavements, walls, gates and fences unless also affecting a Building insured hereby

(b) Damage or Business Interruption caused by or consisting of

(i) the normal settlement or bedding down of new structures

(ii) the settlement or movement of made-up ground

(iii) coastal or river erosion

(iv) defective design or workmanship or the use of defective materials

(v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

(c) Damage or Business Interruption which originated prior to the inception of this cover

(d) Damage or Business Interruption resulting from

(i) demolition construction structural alteration or repair of any property or

(ii) groundworks or excavation

at the same Premises

**X. Mechanical or Electrical Breakdown or derangement** in respect of the particular machine apparatus or equipment in which the breakdown or derangement occurs excluding Damage

(a) by any of

(i) the Defined Perils

(ii) the causes expressly excluded from the Defined Perils specified in paragraphs A to W (whether or not insured)

(b) to any property caused by or consisting of wear and tear or deterioration due to atmospheric conditions rust or corrosion faulty or defective workmanship operational error or omission on the part of the Insured or their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded

(c) to property in the open

(d) which would be covered by any guarantee or Maintenance Agreement whether or not in force at the happening of the Damage

(e) to property resulting from

(i) its undergoing any process of production packing treatment testing commissioning servicing or repair

(ii) pollution or contamination

(iii) acts of fraud or dishonesty

(iv) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services but this shall not exclude such Damage or subsequent Damage which itself results from other Damage and is not otherwise excluded

**2. Property Insured**

- Computer Equipment at the Premises unless otherwise stated in the Schedule

## COMPUTER EQUIPMENT INSURANCE SECTION
## DEFINITIONS
## CONTINUED

- Computer Ancillary Equipment at the Premises unless otherwise stated in the Schedule

- Computer Systems Records at the Premises unless otherwise stated in the Schedule

- Portable Computer Equipment at the Premises unless otherwise stated in the Schedule

all as defined below or more fully described in the Schedule and all being the property of the Insured or for which they are responsible but excluding property which is more specifically insured

**3. Computer Equipment (excluding Portable Computer Equipment)**
All computer equipment including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data owned by or leased hired or rented to the Insured

**4. Portable Computer Equipment**
Portable computer equipment of which the most commonly designated items are laptops palmtops P.D.A. digital cameras/projectors or other hand held units

**5. Computer Ancillary Equipment**
Ancillary equipment solely for use with the Computer Equipment comprising air conditioning generating voltage regulating temperature and humidity recording electronic access and heat and smoke detection equipment halon and other fire extinguishing gas bottles and pipework and computer room partitioning owned by or leased hired or rented to the Insured

**6. Computer Systems Records**
All current and backup computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon

**7. Maintenance Agreement**
A maintenance rental hire or lease agreement which provides a minimum service of on-call remedial and/or corrective maintenance at inclusive cost

**8. Premises**
shall mean Risk Address(s) as shown in the Schedule

The following Notes refer to the Definitions stated below

**Notes**
1 To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded
3 In the definition of Insurable Amount the amount of Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

**9. Indemnity Period**
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)

**10. Gross Revenue**
the money paid or payable to the Insured for work done and for services rendered in course of the Business at the Premises

## COMPUTER EQUIPMENT INSURANCE SECTION
## DEFINITIONS
## CONTINUED

**11. Standard Gross Revenue**

The Gross Revenue which would have been obtained during the Indemnity Period had the Damage not occurred after account has been taken of the trends of the Business and of the 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 (subject to the provision of Note 3 above)

**12. Insurable Amount (Gross Revenue)**

The Gross Revenue which would have been earned in twelve months immediately following the date of the Damage had the Damage not occurred after account has been taken on the trends of the Business and of the 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 (subject to the provision of Note 3 above)

**13. Excess**

Shall mean the amount the Insured shall bear in respect of each and every incident or occurrence as shown below or as otherwise specified in the Schedule

| | |
|---|---|
| Defined Peril W (Subsidence) | €1000 |
| All other Defined Perils | €100 |

# COMPUTER EQUIPMENT INSURANCE SECTION
# (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

**Insuring Clause**

If any of the Property Insured described in the Schedule suffers Damage at the Premises (unless otherwise stated in the Schedule) by any of the Defined Perils the Company will in accordance with the provisions of the insurance pay to the Insured

(1) in respect of
  (a) Computer Equipment
  (b) Portable Computer Equipment
  (c) Computer Ancillary Equipment and
  (d) Computer Systems Records

the amount of loss or at its option reinstate or replace such property

(2) in respect of Additional Cost of Working and Loss of Gross Revenue the amount of loss resulting from the interruption of or interference with the Insured's Business at the Premises caused by the Damage

provided that payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the Property

Or

payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

The Company's liability in any one Period of Insurance shall not exceed in the whole the total Sum Insured or in respect of any one item its Sum Insured or any other stated Limit of Liability

For the purpose of this insurance Damage shall mean loss destruction or damage

## The Insurance Provided

**In respect of Computer and Ancillary Equipment**

the Company will pay-

**A** the cost of reinstatement being
- where the property is destroyed or damaged beyond economic repair replacement by new property of equal performance and/or capacity or if such proves to be impossible replacement by property having the nearest higher performance and/or capacity to the property lost destroyed or damaged
- where the property is damaged the cost of repairing or restoring the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new

**B** the costs incurred by the Insured in taking reasonable but exceptional measures to avoid or mitigate Damage provided that
- the impending Damage does not stem from any reasonably foreseeable cause and that Damage would be the natural outcome to be expected in the absence of such measures
- the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken

## COMPUTER EQUIPMENT INSURANCE SECTION
## INSURANCE CLAUSE
## CONTINUED

**C** the costs necessarily and reasonably incurred in the making of temporary repairs upon and/or the expediting of the repair reinstatement or replacement of property consequent upon the Damage provided that the liability of the Company shall not exceed €6,350

**D** the costs of removing debris being the costs incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
(1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
(2) arising from pollution or contamination of property not covered by this Policy

Provided that the liability of the Company shall not exceed €6,350

**E** the cost of professional fees (including Consulting Engineers fees) incurred with the consent of the Company in conducting investigations and/or tests into possible repair (whether or not successful) replacement or reinstatement following Damage

**F** the costs necessarily and reasonably incurred by the Insured in the reinstatement of programmes and/or information onto fixed disks

The undernoted provisions apply

**1 Partial Damage**
Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed

**2 Reinstatement on Another Site**
The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability

**3 Insurable Amount**
For the purpose of the Underinsurance Provision the Insurable Amount shall be the Day One Reinstatement Value Day One, Reinstatement value shall mean the total of the insured costs **A D E** and **F** in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance

**4 Alternative Basis of Settlement**
The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)
(A) until the cost of reinstatement has actually been incurred
(B) if the work of reinstatement is not carried out as quickly as is reasonably practicable
(C) if at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in cost **A**
(D) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage including the cost of
- minimising Damage and temporary repairs
- removing debris
- professional fees

as defined in costs **B C D E** and **F** above and subject to the provisions and exceptions applying to those costs

## COMPUTER EQUIPMENT INSURANCE SECTION
## INSURANCE CLAUSE
## CONTINUED

**In respect of Computer Systems Records**
the Company will pay

- the value of the materials as stationery
- the clerical labour and computer time expended in reproducing such Computer Systems Records
- the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded but excluding the value to the Insured of the information
- the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
  (i) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
  (ii) arising from pollution or contamination of property not insured by this Policy

The undernoted provision applies

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage

**In respect of Additional Cost of Working**
Subject to the provision below the Company will pay as indemnity the expenditure necessarily and reasonably incurred in order to minimise any interruption of or interference with the Business during the Indemnity Period in consequence of the Damage (if Insured)

The following is the provision referred to above:

**In respect of Loss of Gross Revenue**
Subject to the provisions below the Company will pay as indemnity (if insured)
(A) In respect of Loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Revenue
(B) In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the total of

- the amount of the reduction in Gross Revenue thereby avoided plus
- 5% of the Sum Insured by the item (but not more than €325,000)

## COMPUTER EQUIPMENT INSURANCE SECTION
## EXTENSIONS

**1 Alternative Trading**

If during the Indemnity Period work shall be done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such work or services shall be taken into account in arriving at the Gross Revenue during the Indemnity Period

**2 Savings**

If any of the charges or expenses of the Business payable out of Gross Revenue shall cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable

**3 Professional Accountant's Charges**

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

**4 Extinguishment Expenses**

The Company will pay the reasonable costs incurred by the Insured in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured Damage to the Property Insured

**5 Alterations and Additions**

If during the Period of Insurance alterations or additions are made to any of the Property Insured or additional Computer or Ancillary Equipment is acquired at any Premises or elsewhere as covered by this insurance and such additional property is not otherwise insured it will be held covered under the relative items of this insurance from the time from which the Insured became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected The Sum Insured (and Declared Value) by the item shall be deemed to be increased for that period only by the value of the additional property insured under the item but by not more than 10% in respect of additional property at any one Premises. All the provisions and conditions of this insurance (including the Alteration Condition) apply to this extension except as expressly varied

**6 Automatic Reinstatement after a Loss**

In the absence of written notice by the Insured or the Company to the contrary within 30 days of the occurrence of any Damage the Company's Liability shall not be reduced by the amount of any loss and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of Damage by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance

**7 Waiver of Subrogation Rights against users**

The Company shall waive any rights of subrogation against any user of the Property Insured provided that such user
(i) has the authority of the Insured to use the Property and
(ii) shall as if he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy

**8 Additional Computer Rental**

The Company will pay the additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for similar property consequent upon Damage up to an amount not exceeding €10,000

## COMPUTER EQUIPMENT INSURANCE SECTION
## EXTENSIONS
## CONTINUED

**9 Incompatibility of Computer Records**

The Company will pay

(a) the costs of modifying the Computer Equipment or

(b) the costs of replacement of Computer Systems Records together with reinstatement of programmes and/or information thereon

(whichever is less) to achieve compatibility in the event Damage to the Computer Equipment has resulted in undamaged Computer Systems Records being incompatible with the replacement Computer Equipment subject to the Company's liability not exceeding €12,500

**10 Accidental Discharge of Gas Systems**

The Company will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property Insured arising out of the accidental discharge of such system provided the liability of the Company shall not exceed €6,500 but the Company shall not be responsible for any costs incurred as a direct result of the gas system being installed commissioned or undergoing any form of testing

**11 Payments on Account in respect of Additional Cost of Working and Loss of Gross Revenue items only**

Payments on account may be made during the Indemnity Period if desired

**Special Condition applicable to Additional Cost of Working and Loss of Gross Revenue items only**

Damage shall be extended to include

(a) accidental loss distortion corruption or erasure of programs and/or information stored on Computer Systems Records caused by Damage as insured by this Policy

(b) Damage recoverable under any guarantee or Maintenance Agreement on the Property Insured

(c) Damage in respect of any item due to its own breakdown or derangement if a Maintenance Agreement is not in force on such item

(d) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the Premises in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property

(e) the accidental failure of the electricity supply in the distribution wiring within the Premises in which the Property Insured is situated not occasioned by failure as in (c) above

(f) the accidental failure of any telecommunications system used in connection with the Property Insured not occasioned by

  (i) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees

  (ii) the use by the Insured of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system

(G) (i) physical loss of or damage to the Premises in which the Property is situated or to any contents thereof or to property in the vicinity at the Premises

and/or

  (ii) the exercise by any public and/or police authority of its power for the sole purpose of safeguarding life which prevents the Insured access to and/or using the Computer Equipment

## COMPUTER EQUIPMENT INSURANCE SECTION
## CONDITIONS

**1 Special Precautions**

The Insured shall

(a) maintain the Property in good order and efficient operating condition

(b) observe the manufacturers and/or suppliers instructions for use operation storage transit and inspection of the Property

(c) back-up information (other than software programs) at least once every twenty four hours verify and store taking all reasonable precautions in their safe storage and separately maintain one verified back-up copy in a location away from the Premises

(d) maintain one verified and up to date set of back-up software programs in a separate location away from the Premises

(e) obtain and keep in force and effect a proper and valid licence in respect of any software program in its possession

**2 Maintenance Agreement**

In the event of Damage to Property due to its own breakdown or derangement such item at the time of the Damage must be the subject of a maintenance rental hire or lease agreement that must provide at inclusive cost a service of at least on-call remedial and/or corrective maintenance with free repair or replacement in the event of breakdown or derangement arising out of normal use

**3 Claims Condition**

No claim under this Policy shall be payable unless the terms of this Claims Condition have been complied with. Any payment on account of the claim already made shall be repaid to the Company forthwith

On the discovery of any event which might give rise to a claim under this Policy

The Insured must

(a) give immediate notice to the Company

(b) give immediate notice to the Garda Síochána or other Police Authority in respect of

(i) Damage by Theft (or attempted Theft)

(ii) Damage caused by malicious persons

(iii) loss of Money by any cause whatsoever

(c) (i) deliver to the Company at the Insured's expense within 7 days of its happening full detail of loss destruction of damage caused by Riot, Civil Commotion, strikers, locked-out workers or persons taking part in labour disturbances or Malicious Persons

(ii) at the Insured's own expense, within 30 days after the happening of Damage or within 30 days after the expiration of the Indemnity Period in the event of a claim under the Business Interruption Section or such further period as the Company may in writing allow, furnish a claim in writing to the Company with such detailed particulars, proofs, certificates or other documents as may reasonably be required, together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith

## COMPUTER EQUIPMENT INSURANCE SECTION
## CONDITIONS
## CONTINUED

(d) deliver to the Company such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matter connected with it

(e) take all reasonable steps to diminish or avoid the Damage, and to minimise any interruption or interference with the Business

(f) give the Company every assistance and co-operation and comply with its reasonable requests

(g) if required allow the Company take over any Damaged Building or other Property Insured for all reasonable purposes

(h) not abandon property to the Company

## COMPUTER EQUIPMENT INSURANCE SECTION
## EXCLUSIONS

This Section does not cover

**A Marine Policies**
Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance 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

**B Sonic Bangs**
Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**C Pollution and Contamination**
Damage caused by pollution or contamination except (unless otherwise excluded) where destruction of or damage to the Property Insured is caused by
(i) pollution or contamination which itself results from any Cover insured (other than Cover 9)
(ii) any Defined Peril A – X insured (other than Defined Peril V) which itself results from pollution or contamination
(iii) pollution or contamination which itself results from the discharge, leakage or escape of oil from any oil tank where the liability of the company shall not exceed €65,000 in respect of any one loss

**D Satellite Telecommunications**
Additional Cost of Working or Loss of Gross Revenue arising from
- failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

**E Computer Systems Records**

Computer Systems Records unless at the time of the Damage a back up copy is maintained either at a location other than the Premises or alternatively a back-up copy is kept in a fireproof safe or cabinet on the Premises

**F Maintenance Agreement**

Additional Cost of Working or Loss of Gross Revenue incurred during the first 48 hours following Damage as provided by Defined Peril X unless a Maintenance Agreement is in force at the time of the Damage

**G Data Recognition Exclusion**

Unless interruption of or interference with the Business or Damage results from any Damage insured under Defined Perils A - V the Company shall not be liable for loss resulting from direct or indirect interruption of or interference with the Business or Damage caused by any Failure of a System resulting in Damage (whether direct or indirect) to any such System or to any other Property Insured

For the purposes of this Exclusion

Failure of a System means the failure or inability of a System (whether or not owned by the Insured)

## COMPUTER EQUIPMENT INSURANCE SECTION
## EXCLUSIONS
## CONTINUED

(i) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent

(ii) to operate as a result of any command programmed into the System utilising any date

System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation

Microchip includes integrated circuits and microcontrollers

All computer equipment including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data owned by or leased hired or rented to the Insured

## EMPLOYER'S/PUBLIC/PRODUCTS LIABILITY SECTIONS
## DEFINITIONS

1. **Employee** means any

   (a) person under a contract of service or apprenticeship with the Insured

   (b) person engaged under any training educational or work experience programme

   (c) labour master or labour only sub-contractor or any person employed or supplied by them

   (d) self employed person

   (e) person hired to or borrowed by the Insured

   (f) volunteer

   while working for the Insured in the course of the Business

2. **Bodily Injury** means bodily injury and includes death disease and illness

3. **Principal** means any person company firm public local or statutory authority for whom the Insured is carrying out work under contract or agreement

4. **Pollution or Contamination** means

   (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere

   (b) all Bodily Injury Nuisance or loss of or damage to material property directly or indirectly caused by such pollution or contamination

5. **Offshore** means the period of time commencing when an Employee embarks on to a conveyance at point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his/her return from an offshore rig or offshore platform

6. **Nuisance** means nuisance trespass or interference with any easement right of air light water or way

7. **Product** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the Insured in the course of the Business and not in the custody or control of the Insured

## EMPLOYERS LIABILITY SECTION
## (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

## INSURING CLAUSE

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages in respect of Bodily Injury to an Employee caused within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment by the Insured in connection with the Business

**Law Costs**

The Company will also indemnify the Insured in respect of

(a) all claimants costs and expenses legally recoverable from the Insured

(b) all costs and expenses incurred by the Insured with the written consent of the Company

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

**Limit of Indemnity**

The total amount payable for all damages including all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity as stated in the Employers Liability section of the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

## EMPLOYER'S LIABILITY SECTION
## EXTENSIONS

**None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy**

**1. Indemnity to Other Parties**

The indemnity provided by this Section will also apply

(a) to any Principal

(b) in the event of the death of the Insured to the Insured's legal personal representatives

(c) if the Insured so requests

(i) to an Employee or partner or director of the Insured

(ii) to any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

against legal liability as defined in the Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that

each party shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy

**2. Safety Health and Welfare at Work Act 2005**

In respect of any occurrence which may be the subject of indemnity under this Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

(a) the Company shall not be liable for the payment of fines or penalties

(b) such persons are not entitled to indemnity under any other insurance policy

## EMPLOYER'S LIABILITY SECTION
## EXTENSIONS
## CONTINUED

**3. Court Attendance Compensation**

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

(a) any partner or director €500 per day

(b) any Employee €250 per day

**4. Contractual Liability**

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising from liability assumed by the Insured under a contract or agreement provided that this Extension shall

(a) apply where the sole conduct and control of claims is vested in the Company

(b) not apply in respect of any agreement for or including performance of any work outside the Territorial Limits

**5. Work Overseas**

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause for Bodily Injury caused to an Employee temporarily outside the Territorial Limits

Provided that

(a) such Employee is normally resident within the Territorial Limits

(b) the Company will not indemnify the Insured in respect of any amount payable under workers compensation social security or health insurance legislation

## EMPLOYER'S LIABILITY SECTION
## EXCLUSIONS

**The Company will not indemnify the Insured in respect of any liability**

**1.** for Bodily Injury to an Employee while such Employee is Offshore

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

## PUBLIC LIABILITY SECTION
## (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

## INSURING CLAUSE

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages in respect of accidental

(a) Bodily Injury to any person

(b) Nuisance

(c) loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business

**Limit of Indemnity**

The total amount payable for all damages in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity as stated in the Public Liability section of the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

**Law Costs**

The Company will in addition indemnify the Insured in respect of

(a) all claimants costs and expenses legally recoverable from the Insured

(b) all costs and expenses incurred by the Insured with the written consent of the Company

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

In respect of all claims against the Insured made within the legal jurisdiction of the United States of America or Canada or states or territories 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 judgement award or settlement either in whole or in part the Limit of Indemnity shall be inclusive of all Law Costs

## PUBLIC LIABILITY SECTION
## EXTENSIONS

**None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy**

**1. Indemnity to Other Parties**

The indemnity provided by this Section will also apply

(a) to any Principal

(b) in the event of the death of the Insured to the Insured's legal personal representatives

(c) if the Insured so requests

(i) to an Employee or partner or director of the Insured

(ii) to any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

against legal liability as defined in the Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that

each party shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy

**2. Safety Health and Welfare at Work Act 2005**

In respect of any occurrence which may be the subject of indemnity under this Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

(a) the Company shall not be liable for the payment of fines or penalties

(b) such persons are not entitled to indemnity under any other insurance policy

## PUBLIC LIABILITY SECTION
## EXTENSIONS
## CONTINUED

**3. Court Attendance Compensation**

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

(a) any partner or director €500 per day

(b) any Employee €250 per day

**4. Contractual Liability**

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising from liability assumed by the Insured under a contract or agreement provided that this Extension shall

(a) apply only where the sole conduct and control of claims is vested in the Company

(b) not apply in respect of any agreement for or including the performance of any work outside the Territorial Limits

**5. Work Overseas**

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising

(a) within any member country of the European Union outside of the Territorial Limits where an Employee or partner or director of the Insured is temporarily carrying out work in the course of the Business

(b) elsewhere in the world where an Employee or partner or director of the Insured is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business

Provided that such Employee or partner or director is normally resident within the Territorial Limits

**6. Cross Liabilities**

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

## PUBLIC LIABILITY SECTION
## EXTENSIONS
## CONTINUED

**7. Motor Contingency**

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising out of the use in connection with the Business of a motor vehicle or trailer not the property of nor driven by nor provided by the Insured

Provided that

(a) the Insured shall take all reasonable precautions to ensure that all vehicles or trailers are adequately insured by current motor insurance policies

(b) the Company shall not be liable for

(i) liability arising out of such use in any country outside the Territorial Limits

(ii) liability incurred by any party other than the Insured named in the Schedule or an Employee of the Insured

(iii) loss of or damage to the vehicle or trailer or to property conveyed in or on the vehicle or trailer

(iv) liability arising in respect of any vehicle owned or driven by a person who to the knowledge of the Insured or their representatives does not hold a licence to drive nor has motor insurance as required by law

**8. Personal Liability**

The Company will indemnify the Insured or if the Insured so requests any person specified in Extension 1 (c) or a member of their family against legal liability as defined in the Insuring Clause incurred by such persons in a personal capacity in the course of any journey or temporary visit made in connection with the Business

Provided that

(a) the Company will not indemnify the Insured or any other person entitled to indemnity under this Extension in respect of

(i) liability for which indemnity is provided by any other insurance policy

(ii) liability assumed under any contract or agreement

(iii) liability for loss of or damage to material property in the custody or control of any person entitled to indemnity under this Extension

(iv) liability caused by or arising from the ownership or occupation of land or buildings

(v) liability incurred by any person who is not normally resident within the Territorial Limits

(b) any person entitled to indemnity under this Extension shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy

## PUBLIC LIABILITY SECTION
## EXTENSIONS
## CONTINUED

**9. Data Protection**

The Company will indemnify the Insured against legal liability for all sums which the Insured shall become legally liable to pay as compensation under Sections 7 21 and 22 of the Data Protection Acts 1988 and 2003 occurring during the Period of Insurance and arising out of and in the course of the Business

Provided that

(a) the Insured has registered in accordance with the said act or has applied for such registration which has not been refused or withdrawn

(b) the total amount for all compensation payable shall not exceed €250,000 in the aggregate in any one Period of Insurance

(c) the Insured are not in business as a computer bureau

(d) the Company will not indemnify the Insured in respect of

(i) any damage or distress caused by or arising from any deliberate act by or omission of the Insured if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission

(ii) the costs of replacing reinstating rectifying or erasing any personal data

(iii) payment of fines or penalties

(iv) any damage or distress caused by or arising out of any act of fraud or dishonesty

(v) liability caused by or arising from the recording processing or provision of data for reward or to determine the financial status of any person

**10. Member to Member**

In the event of any member of the club or association named as the Insured in the Schedule making a claim against another member or a member of the committee the Company agree not to raise the defence that the claiming member is also the Insured.

Provided that

(a) such member is not entitled to indemnity under any other insurance

(b) such member shall as though he/she were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this policy

## PUBLIC LIABILITY SECTION
## EXCLUSIONS

**The Company will not indemnify the Insured in respect of any liability:**

**1.** for loss of or damage to material property

(a) belonging to the Insured

(b) in the custody or control of the Insured or an Employee or partner or director of the Insured other than

(i) the personal effects (including vehicles and their contents) of any visitor Employee or partner or director of the Insured

(ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business

(iii) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement

**2.** caused by or arising from the ownership possession or use by or on behalf of the Insured of any

(a) mechanically propelled vehicle or trailer other than

(i) the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of the Business

(ii) the loading or unloading of such vehicle or trailer or the delivery or collection of goods to or from such vehicle or trailer

except where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle or trailer is required under any road traffic legislation

(b) aircraft or hovercraft

(c) watercraft other than hand propelled watercraft not exceeding eight metres in length

**3.** caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged

**4.** for loss of or damage to that part of any property on which the Insured or an Employee or partner or director or agent of the Insured is or has been working where the loss or damage arises out of such work

**5.** (a) caused by or arising from a Product other than food or beverages prepared and/or served for consumption on any premises occupied by the Insured

(b) for the cost of repairing replacing recalling altering removing or reinstating a Product

## PUBLIC LIABILITY SECTION
## EXCLUSIONS
## CONTINUED

**6.** for Bodily Injury to an Employee

**7.** (a) for fines or penalties

(b) for punitive or exemplary damages

(c) for liquidated damages

**8.** for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

(a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place

(b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity

**9.** caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer virus worm logic-bomb or trojan-horse

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

but this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

## PRODUCTS LIABILITY SECTION
## (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

## INSURING CLAUSE

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages in respect of accidental

(a) Bodily Injury to any person

(b) loss of or damage to material property

occurring during the Period of Insurance and caused by a defect in a Product

**Law Costs**

The Company will also indemnify the Insured in respect of

(a) all claimants costs and expenses legally recoverable from the Insured

(b) all costs and expenses incurred by the Insured with the written consent of the Company

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

**Limit of Indemnity**

The total amount payable for all damages including all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause or in respect of any one Period of Insurance shall not exceed the Limit of Indemnity as stated in the Products Liability Section of the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

## PRODUCTS LIABILITY SECTION
## EXTENSIONS

**None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy**

**1. Indemnity to Other Parties**

The indemnity provided by this Section will also apply

(a) to any Principal

(b) in the event of the death of the Insured to the Insured's legal personal representatives

(c) if the Insured so requests

(i) to an Employee or partner or director of the Insured

(ii) to any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

against legal liability as defined in the Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that

each party shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy

**2. Safety Health and Welfare at Work Act 2005**

In respect of any occurrence which may be the subject of indemnity under this Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

(a) the Company shall not be liable for the payment of fines or penalties

(b) such persons are not entitled to indemnity under any other insurance policy

**3. Court Attendance Compensation**

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

(a) any partner or director €500 per day

(b) any Employee €250 per day

**4. Cross Liabilities**

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

## PRODUCTS LIABILITY SECTION
## EXCLUSIONS

**The Company will not indemnify the Insured in respect of any liability:**

**1.** for loss of or damage to or for the cost of repairing replacing recalling altering removing or reinstating a Product

**2.** caused by or arising from a Product which is for use in or supply to the United States of America or Canada

**3.** caused by or arising from a Product which is for use in any aircraft hovercraft waterborne-craft or offshore-structure

**4.** caused by or arising from a defect in a Product which was known to the Insured prior to the inception date of this insurance or which comes to the attention of the Insured during the Period of Insurance and has not been notified to the Company under Conditions 1 or 2 of the Employer's/Public/Products Liability Sections Conditions

**5.** assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement

**6.** for Bodily Injury to an Employee

**7.** (a) for fines or penalties

(b) for punitive or exemplary damages

(c) for liquidated damages

**8.** for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

Provided that

(a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place

(b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity

## PRODUCTS LIABILITY SECTION
## EXCLUSIONS
## CONTINUED

**9.** any liability caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer virus worm logic-bomb or trojan-horse

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

but this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

# EMPLOYER'S/PUBLIC/PRODUCTS LIABILITY SECTIONS
# CONDITIONS

**1. Alterations in Risk**

If at any time anything shall occur or be done materially affecting or varying any aspects of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company.

**2. Claims Conditions**

(a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy, the Insured shall give immediate notice to the Company. Notifications will be handled in line with the Company's data protection policy. Every letter, claim, summons and process should be notified or forwarded to the Company immediately on receipt. The Insured shall inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured

(b) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise. The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require. The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings

(c) The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment

**3. Premium Adjustment**

If the Premium for any Section has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings and/or turnover

(a) the Insured shall maintain an accurate record of such wages salaries and other earnings and turnover and the Company or its representatives may at any time examine such record

(b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings or turnover for that Period of Insurance and in this regard time is of the essence

and

(i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured

(ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance or loss of or damage to material property which might otherwise be the subject of indemnity under this Section in the Period of Insurance for which the auditors' certificate remains outstanding

## EMPLOYER'S/PUBLIC/PRODUCTS LIABILITY SECTIONS
## CONDITIONS
## CONTINUED

**4. Other Insurances**

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy

## PERSONAL ACCIDENT SECTION
## DEFINITIONS
## (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

1. **Accident**
   A sudden unexpected unforeseen and identifiable incident which occurs during the Period of Insurance and results in Bodily Injury

2. **Accident Accumulation Limit**
   The maximum amount the Company will pay in the aggregate under this Policy and any other policy of Personal Accident Insurance issued by the Company in the Insured's name in respect of all losses arising out of the one Incident

3. **Accident Occurrence**
   Each and every loss or series of all individual losses arising out of one and the same catastrophic incident
   The duration and radius of any one Accident Occurrence shall be limited to
   1) 72 consecutive hours and
   2) 160 Km radius (but 160km radius is not applicable in respect of natural catastrophes)

   and no individual loss which occurs outside this distance or period shall be included in that Accident Occurrence.

4. **Aircraft Accumulation Limit**
   The maximum amount the Company will pay under this Policy or any other Policy issued by the Company in the Insured's name in respect of all Insured Persons travelling in the same aircraft

5. **Bodily Injury**
   Injury which is caused solely as a result of an Accident

6. **Business**
   The primary and ancillary activities detailed in the business description of the Insured on the Schedule

7. **Disturbed Area**
   Any area where war hostilities or widespread and serious disturbances in the way of rioting civil strife Terrorism or any other such forms of lawlessness involving violence are in progress or have been reported in the national media to be imminent

8. **Employee / Member**
   Any person who is under the direct control and supervision of the Insured and who is
   (a) under a contract of service or apprenticeship
   (b) belonging to a group society or team
   (c) a voluntary worker

9. **Hospital**
   Any institution which meets fully every one of the following criteria
   (a) maintains permanent and full time facilities for the care of overnight resident patients and
   (b) has diagnostic and therapeutic facilities for the surgical and medical diagnosis treatment and care of injured and sick persons by or under the supervision of a staff of Medical Practitioners and
   (c) continuously provides 24 hours a day nursing service supervised by State Registered nurses or equivalent qualifications and
   (d) is not other than incidentally an institution which provides full time facilities solely for
      i) mentally ill or intellectually disabled persons
      ii) nursing or convalescing
      iii) drug addicts
      iv) alcoholics

## PERSONAL ACCIDENT SECTION
## DEFINITIONS
## CONTINUED

**10. Incident**
All individual losses arising out of and directly occasioned by one sudden unexpected, specific event occurring at an identifiable time and place

**11. Insured Person**
All Employees / Members of the Insured

**12. Ireland shall mean**
The Republic of Ireland and Northern Ireland

**13. Medical Practitioner**
Any legally qualified medical practitioner other than
(a) an Insured Person
(b) a member of the immediate family of an Insured Person

**14. Operative Time**
Whilst engaged on the Insured Person's occupation duties or activities for the Business including travelling directly to or from any meeting function practice fixture or engagement which forms part of the Insured Person's occupation duties or activities

**15. Benefit shall mean**

| | | | |
|---|---|---|---|
| 1 | Death | | €75,000 |
| 2 | Loss of two or more Limbs or both Eyes or one of each | | €75,000 |
| 3 | (a) | Loss of one Limb or Eye | €75,000 |
| | (b) | Permanent total loss of speech | €75,000 |
| | (c) | Permanent total loss of hearing | |
| | i) | in both ears | €75,000 |
| | ii) | in one ear | €22,500 |
| 4 | Permanent Total Disablement from gainful employment of any and every kind | | €75,000 |
| 5 | Temporary Total Disablement from usual occupation duties or activities for the Business | | €100 |

Benefit 5 is payable per week for a maximum of 104 weeks
Benefit 5 is not payable for the first 14 days of any period of disablement

| | | |
|---|---|---|
| 6 | Medical Expenses necessarily incurred in the treatment of the Insured Person up to | €3,500 |

**16 Loss of Limb shall mean**
(a) in the case of a leg loss by permanent physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg
(b) in the case of an arm loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of a complete arm or hand

**17 Loss of Eye shall mean**
Permanent total loss of sight which will be considered as having occurred
(a) in both eyes if the Insured Person is declared blind on the authority of a fully qualified ophthalmic specialist

(b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)

**18 Medical Expenses shall mean**
mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all Hospital nursing home and ambulance charges not recoverable from any other source

## PERSONAL ACCIDENT SECTION
## EXTENSIONS

**1. Hospitalisation**

If during the Operative Time the Insured Person sustains Bodily Injury which within two years is the sole and independent cause of the Insured Person being admitted to Hospital as an in-patient on the recommendation of a Medical Practitioner the Company will pay €100 per day up to a maximum of 365 days

## PERSONAL ACCIDENT SECTION
## CONDITIONS

1. **Reasonable Care**
   The Insured and each Insured Person must take all reasonable steps to avoid or minimise any loss or damage and must also make every effort to recover any property which has been lost

2. **Application of Accident Occurrence Limit**
   In the event of a claim exceeding the Accident Occurrence Limits the total payment in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed the Accident Occurrence Limits

3. **Application of Aircraft Accumulation Limit**
   In the event of the Aircraft Accumulation Limit being exceeded the Company's liability in respect of each Insured Person travelling in the aircraft shall be proportionately reduced until the total does not exceed that limit

4. **Aircraft Accumulation Limits**

| | |
|---|---|
| (a) In the case of multi engined aircraft | €1,500,000 |
| (b) In the case of all other aircraft | €750,000 |

5. **Claims Notification**
   The Insured must provide notification to the Company as soon as possible of the occurring of any Accident Incident event or circumstance which may give rise to a claim which is covered under this Policy

6. **Evidence Required**
   The Insured must produce for the Company at the Insured's own expense all the detailed particulars and evidence relating to the cause and amount of the loss, damage or expenses If the Company considers it necessary each Insured Person must also agree to have a medical examination in Ireland which the Company will pay for as often as the Company may require in connection with any claim Failure to comply with this condition may prejudice the Insured or Insured Person's position to recover under any claim.

7. **Other Insurances**
   If at the time of any event giving rise to a claim there is any other insurance policy in force in the Insured's name which also covers the Insured or the Insured Person concerned for the same expense loss damage or liability then the Company will only pay a proportion of the claim such proportion being determined by reference to the cover provided under each of the relevant policies. Personal Accident Benefits will be payable in full

8. **Interest**
   Interest will not be added to any amount paid

9. **Assignment**
   The Company will not be bound to accept or be affected by any trust charge lien assignment or other dealing with or relating to this Policy

10. **Other Interests**
    The Insured's receipt shall discharge the Company's liability to pay any amount in respect of that claim The Insured Person or the Insured Person's personal representatives shall have no right to claim from or

## PERSONAL ACCIDENT SECTION
## CONDITIONS
## CONTINUED

sue the Company If the Insured comprises more than one party having an interest in the Insured Person or the property Insured the settlement made by the Company shall represent the total amount payable in respect of that Insured Person or property for all interests covered by this Policy

**11. Personal Accident Insurance**

If during the Operative Time the Insured Person sustains Bodily Injury which within two years is the sole and independent cause of Death Disablement or incurring of medical expenses the Company will pay to the Insured the appropriate Benefit subject to the Accident Occurrence Limit and/or Aircraft Accumulation Limit

**12 Disappearance**

In the event of disappearance of the Insured Person if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental Bodily Injury the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to the Company

**13 Benefits**

(a) Benefit shall not be payable in respect of any one Insured Person under more than one of Benefits 1 to 4 in connection with the same accident

(b) On the happening of an accident giving rise to a claim under any of Benefits 1 to 4 this Insurance will not cover any further accidents to that Insured Person

(c) Loss of Limb or Eye or speech or hearing must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery before the Company will pay Benefits 2 or 3

(d) Total Disablement must be proved to the reasonable satisfaction of the Company to be permanent and without expectation of recovery and any claim for weekly compensation must have been settled in full before the Company will pay Benefit 4

(e) i) If a Death Benefit is not included for an Insured Person the Company will not pay any Benefit for Loss of Limb or Eye or speech or hearing until at least thirteen weeks after the date of the accident and the Company will only then pay if the Insured Person has not in the meantime died as a result of the accident

ii) if a Death Benefit is included but is less than the Benefit for Loss of Limb or Eye or speech or hearing the Company will not pay more than the Death Benefit until at least thirteen weeks after the date of the accident and the Company will only then pay the balance if the Insured Person has not died as a result of the accident

(f) If Benefit 3 is payable in respect of the same Insured Person for more than one form of Permanent Disablement as the result of the same accident the total of the percentages payable shall not exceed 100% of Benefit 3 If Benefit is payable for loss of use of a whole member of the body the Benefits for parts of that member cannot also be claimed

(g) No Benefit will be payable due solely to the Insured Person being disabled from taking part in sport or pastimes

(h) Benefit shall not be payable in respect of any Insured Person who had ceased to be an Employee/Member prior to an accident giving rise to a claim

**14 Exposure**

If an Insured Person suffers Death or Disablement as a result of exposure to the elements the Company will consider that as having been caused by accidental Bodily Injury

**15 Minors**

If the Insured Person is under the age of 18

(a) Benefit 1 will be limited to €10,000

(b) No amount will be payable under Benefits 5

## PERSONAL ACCIDENT SECTION
## EXCLUSIONS

The Company will not pay in respect of any Benefit where Bodily Injury or Death Disablement or incurring of Medical Expenses is the result of or is contributed to by

1) the Insured Person
   (a) engaging in flying of any kind other than as a passenger
   (b) committing or attempting to commit suicide

2) any high risk activity or sport including
   a) abseiling
   b) aviation or any aerial sport
   c) ballooning
   d) BMX or mountain biking
   e) boxing
   f) bungee jumping
   g) caving or potholing
   h) equestrian sports
   i) hang gliding
   j) motor sports
   k) mountaineering or rock climbing
   l) parachuting
   m) racing (other than on foot or in vintage tractors)
   n) racing (other than in hand propelled or sailing craft in inland or territorial waters)
   o) shooting
   p) sky diving
   q) snow skiing snowmobiling snowboarding
   r) water sports other than use of hand propelled or sailing craft in inland or territorial waters
   s) wrestling
   t) weightlifting

## PROFESSIONAL INDEMNITY/TRUSTEES DIRECTORS AND OFFICERS SECTION
## DEFFINITIONS

For the purposes of this Section the following **Definitions** apply

1. **Loss** means

   (a) damages awarded against the Insured

   (b) Law Costs

2. **Law Costs** means

all claimants costs and expenses legally recoverable from the Insured

all costs and expenses incurred by the Insured with the written consent of the Company

3. **Wrongful Act** means

   any actual or alleged

   (a) breach of duty arising from any act neglect error or omission

   (b) breach of warranty of trust or of confidentiality

   (c) libel or slander committed in good faith

   (d) infringement of copyright patent trademark or design rights committed in good faith

4. **Retroactive Date** means

   The date shown as such in an Endorsement included in the Schedule

5. **Insured** means

   (a) The person company firm or other legal entity named as the Insured in the Schedule

   (b) and at the request of the Insured any Employee director or trustee in respect of liability for which the Insured would have been entitled to indemnity under this policy if the claim had been made against the Insured

   **Provided that any such person**

   (i) shall be subject to the terms Definitions Exclusions and conditions of this policy in so far as possible
   (ii) is not entitled to indemnity under any other policy

## PROFESSIONAL INDEMNITY/TRUSTEES DIRECTORS AND OFFICERS SECTION (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

## INSURING CLAUSE

Legal liability of the Insured for Loss arising from any claim or claims made against the Insured by reason of any Wrongful Act by the Insured in connection with the Business

**Provided that**

(a) this Section will only provide indemnity in respect of claims

first made against the Insured during the Period of Insurance

**and**

(ii) reported to the Company during the Period of Insurance in accordance with this Sections Claim Condition 3

**and**

(iii) resulting from a Wrongful Act committed during the Period of Insurance or prior to the Period of Insurance but subsequent to the Retroactive Date

(b) the total aggregate liability of the Company in respect of all Loss arising out of all claims during the Period of Insurance shall not exceed the Limit of Indemnity stated below

(c) all claims which are the subject of or attributable to the same Wrongful Act or to a series of Wrongful Acts (which expression shall include multiple Wrongful Acts committed against the same person) shall be treated as a single claim and shall be deemed to have been committed on the date such first Wrongful Act occurred

(d) all claims arising from a Wrongful Act or a series of Wrongful Acts consequent or attributable to one source or original source shall be deemed to be one claim and be considered first made during the Period of Insurance in which the earliest such claim was first made and the Limit of Indemnity in effect at that time shall prevail

(e) any claim arising as a consequence of any Wrongful Act which has been notified to the Company in compliance with this Sections Claim Condition 3 shall be deemed to have been first made on the date on which the conduct or circumstance was so notified to the Company

(f) regardless of the number of succeeding policies of a like nature issued by the Company the liability of the Company shall not be cumulative in amounts from one Period of Insurance to another Period of Insurance

(g) the Company will not be liable for any claim or claims arising from any Wrongful Act of which the Insured had actual knowledge prior to the inception of this Policy or for any claim or claims notified to a previous insurer or which should have been notified under the terms and conditions of a policy issued by a previous insurer

**Limit of Indemnity - €1,300,000 any one Period of Insurance**

## PROFESSIONAL INDEMNITY/TRUSTEES DIRECTORS AND OFFICERS SECTION EXCLUSIONS

**This Section does not cover**

1. Liability arising from Bodily Injury to any person or loss of or damage to material property which does not arise out of any advice or instruction or failure to give advice or instruction

2. Indemnity to any person committing any intentional dishonest fraudulent criminal or malicious act or omission

3. Indemnity to the Insured in respect of liability of the Insured arising out of any act omission or conduct described in 2. above committed by any person after

   (a) the Insured had actual knowledge that or had reasonable grounds for believing that such person had been involved in any such act omission or conduct

   failure by the Insured to fully investigate and/or act upon any allegation that such person had been involved in any such act omission or conduct

4. Any liability arising directly or indirectly out of or in connection with any actual or attempted conduct or contact of a sexual nature including but not limited to conduct or contact involving sexual gratification discrimination coercion harassment or pressure of any kind whether or not such liability or claim arises from or allegedly arises from or relates in any way to or allegedly relates in any way to

   (a) the employment, contracting with, hiring, retention, placement, training or supervision by the Insured or other persons

   (b) any failure or alleged failure to research the background or suitability of or to monitor or respond to alleged complaints relating to Employees agents servants members of the Insured or any other person

   (c) the conduct of any person or persons to whom the Insured has delegated any duties or functions

5. Any claim arising out of a Wrongful Act committed prior to the Retroactive Date

6. Liability arising directly or indirectly out of or in connection with

   (a) any claim where cover is more specifically provided (or would have been provided but for the application of a proviso Condition or Exclusion thereunder) under the General Liability Sections or Legal Expenses Section of this policy.

   (b) any medical advice or treatment (other than first aid medical treatment) trials involving drugs or testing of human samples

   (c) any liability assumed by the Insured under any contract or agreement which would not otherwise have attached

   (d) advice design or specification which to the knowledge of the Insured will be incorporated in any mechanically propelled vehicle aircraft aerial or aerospace device or satellite

   (e) the ownership possession or use by or on behalf of the Insured of any aircraft watercraft vessel or mechanically propelled vehicle

   (f) Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance

## PROFESSIONAL INDEMNITY/TRUSTEES DIRECTORS AND OFFICERS SECTION
## EXCLUSIONS
## CONTINUED

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

7. Any claim arising from or related to any infringement of patent copyright trademark or design rights not committed in good faith

8. Any claim arising from a breach of secrecy and/or confidentiality agreements relating to intellectual property

9. Any claim arising from any breach of any obligation owed by the Insured as employer to any Employee

10. The first **€100** of each and every claim

11. Fines penalties punitive or exemplary damages

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

    But this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

13. Any liability arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or from any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part

## CONDITIONS

**1. Special Waiver Clause**

The Company agrees not to exercise the right to avoid this Section where it is alleged that there has been non-disclosure or misrepresentation by the Insured at inception or at any subsequent renewal

**Provided that**

(a) the Insured shall establish to the satisfaction of the Company that such alleged non-disclosure or misrepresentation was innocent and free of any fraudulent or dishonest intent or motive

(b) where such non-disclosure or misrepresentation prejudices the handling or settlement of any claim the amount payable (including costs and expenses) shall be reduced to such sum as would have been payable in the absence of such prejudice

**2. Senior Counsel Clause**

The Insured shall give all such assistance as the Company may require but shall not be required to contest any legal proceedings unless a senior counsel to be mutually agreed upon between the Company and the Insured shall advise that such proceedings could be contested with the probability of success

**3. Claims Condition**

The Insured shall give immediate written notice to the Company on receiving notification of a claim or after becoming aware of any circumstances which might reasonably be expected to result in a claim irrespective of the views of the Insured as to the validity or otherwise of such claim or prospective claim. Any claim arising from any such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given

# LEGAL EXPENSES SECTION
# (APPLICABLE ONLY IF SPECIFIED IN THE SCHEDULE)

**Introduction**

The Company agrees to provide the insurance in this Section in line with the cover shown in the policy schedule provided that:

(a) the date the insured incident happens is during the Period of Insurance and within the Territorial Limits;

(b) any legal proceedings will be dealt with by a court, or other body which the Company agrees to, in the Territorial Limits; and

(c) in civil claims it is always more likely than not that the Insured Person will recover damages (or get any other legal remedy which the Company has agreed to) or make a successful defence.

For all insured incidents, the Company will help in appealing or defending an appeal as long as the Insured informs the Company within the time limits allowed that they want to appeal. Before the Company pays any Costs and Expenses for appeals, the Company must agree that it is always more likely than not that the appeal will be successful.

If the Insured Person uses an Appointed Representative, the Company will pay the Costs and Expenses for this.

The Company will pay the Financial Compensation Awards that the Company has agreed to.
For Sub-Section 4 (b) Bodily Injury claims, the Company will pay the application fee required by InjuriesBoard.ie.

The maximum liability of the Company shall not exceed the Limits of Indemnity set out under the Definition Limit of Indemnity

**Special Notes**

The claims service for this Section of the policy is administered and managed by DAS Legal Expenses Insurance Company Limited (DAS) on the Company's behalf. DAS branch address is 12 Duke lane, Dublin 2, with registered office as DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.Registered in England number 103274. DAS Legal Expenses Insurance Company Ltd is authorised by the Financial Conduct Authority and is regulated by the Central Bank of Ireland for conduct of business rules.
The Company has chosen DAS as claims administrator for this cover in view of their expertise and many years experience in dealing with legal disputes for customers.

As soon as the Insured Person becomes aware of a legal problem, they should get legal advice from the Legal Helpline on 1890 252829 (call operator charges may vary)without delay. Please have Your policy number to hand. If You wish to make a claim then full details will need to be submitted in writing.

If a solicitor is required to deal with a legal problem of an Insured Person the Company will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this Section and they are required to comply with strict service standards set out by the Company.

The appointment of a solicitor from the Company's panel is for the purposes of expediting the claims process and in no way affects the rights of the Insured to appoint a solicitor or other appropriately qualified person of their choice in accordance with Article 7 of the European Communities(Non Life Assurance)(Legal Expenses) Regulations 1991

## LEGAL EXPENSES SECTION
## DEFINITIONS

**1. Insured Person means**
The Insured and the Insured's directors, partners, managers, employees and any other individuals declared to us by the Insured.

**2. Appointed Representative means**
The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in line with the terms of this Section.

**3. Date of Occurrence means**
(i) For civil cases (other than under Sub-Section 5 Tax Protection), the Date of Occurrence is when the cause of the action first accrued.

(ii) For criminal cases, the Date of Occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

(iii) For Tax Protection the Date of Occurrence is when the relevant authority sends an assessment or written decision to the Insured following an audit.

**4. Costs and Expenses mean**

**(a) Legal Costs**
All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis. Also the costs the opponent has to pay in civil cases if an Insured Person has been ordered to pay them, or pays them with the agreement of the Company

**(b) Accountant's Costs**
A reasonable amount for all reasonable costs the Appointed Representative incurs in line with the Company's claims handling instructions.

**(c) Attendance Expenses**
The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Appointed Representative, or while on jury service. The Company will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount the Company will pay is based on the following:

(a) the time the Insured Person is off work including the time it takes to travel to and from the hearing. The Company will work this out to the nearest half day assuming that a whole day is eight hours;

(b) if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;

(c) if the Insured Person works part-time, the salary or wages will be a percentage of their weekly salary or wages.

**5. Limit of Indemnity means**
The maximum amount the Company will pay for all claims resulting from one or more events arising at the same time or from the same originating cause regardless of the number of persons claiming to be indemnified is as stated on Schedule.

**6. Territorial Limits mean**
The Territorial Limits set out in General Policy Definition 4 except in respect of Sub-Section 3 Contract Disputes where the Territorial Limits are the Republic of Ireland

## LEGAL EXPENSES SECTION SUB-SECTION 1
## EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS

**(A) Employment Disputes Insuring Clause**

The Company will defend the Insured's legal rights in the following circumstances:

(1) prior to proceedings being issued before a Rights Commissioner, court or tribunal after the Insured has dismissed an Employee; or

(2) in legal proceedings for any dispute with:

(a) an Employee or ex-Employee or a trade union acting on behalf of an Employee or ex Employee which arises out of, or relates to, a contract of employment with the Insured; or

(b) an Employee, prospective Employee or ex-Employee arising from an alleged breach of their statutory rights under employment legislation.

**Exclusions**

**The Company will not indemnify the Insured or any Insured Person in respect of**

(1) Any claim for damages for Bodily Injury or loss of or damage to property.

(2) Employee internal disciplinary or grievance procedures.

(3) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.

**(B) Employment Financial Compensation Awards Insuring Clause**

The Company will pay any financial compensatory award the Insured would otherwise pay for a claim the Company has accepted under Sub-Section 1(A) above.

Provided that

(1) Throughout any contract of employment dispute the Insured has asked for and followed advice from the Company's Legal Advice Service.

(2) For compensation following the Insured breach of statutory duty under employment law, the Insured has, at all times, asked for and followed advice from the Company's legal advice service since the date when the Insured should have known about the employment dispute.

(3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the Insured has sought and followed advice from the Company's legal advice service before serving a notice for redundancy.

(4) The compensation is awarded by a Rights Commissioner or tribunal under a judgment made after hearing a full argument and otherwise than by agreement or default, or is paid under a settlement the Company has approved in writing beforehand.

(5) The total of the compensation payable by the Company shall not be more than €1,500,000 in any one Period of Insurance.

## LEGAL EXPENSES SECTION SUB-SECTION 1
## EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS
## CONTINUED

**Exclusions**

**The Company will not indemnify the Insured or any Insured Person in respect of**

(1) Any financial compensation relating to:

(a) trade-union activities, trade-union membership or non-membership;

(b) pregnancy or maternity rights;

(c) statutory rights in relation to the trustees of occupational pension schemes; or

(d) statutory rights in relation to shop work on a Sunday and betting work.

(2) any claim for non-payment of money due under the relevant contract of employment or any statutory provision relating thereto.

(3) Any award ordered as a result of breaking statutory rights in relation to providing relevant records to employees under the National Minimum Wage Act 2000 or any legislation which amends this.

(4) Any financial compensation award or increase in financial compensation award ordered by the tribunal for the Insured's failure to comply with a recommendation it has made, including non-compliance with reinstatement or re-engagement order.

## LEGAL EXPENSES SECTION SUB-SECTION 2
## LEGAL DEFENCE

**Legal Defence Insuring Clause**

If the Insured asks, the Company will:

(1) Defend the Insured Person's legal rights:

(a) prior to the issue of legal proceedings when dealing with the
-Gardai; or
-Health and Safety Authority and/or the Health Service Executive where it is alleged that the Insured Person has or may have committed a criminal offence; or

(b) following an event which leads to the Insured Person being prosecuted in a criminal court.

(2) Defend the Insured's legal rights following civil action taken against the Insured for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

(3) Defend the Insured Person's (other than the Insured's) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of the Insured's employees.

(4) Represent the Insured Person if they appeal against the imposition or terms of any Statutory Notice issued under legislation which affects the Insured's business.

(5) Represent the Insured if the Insured appeals because the Data Protection Commissioner refuses the Insured's application for registration.

(6) Pay the Attendance Expenses of an Insured Person if they have to attend jury service.

Provided That

For proceedings under the Safety Health and Welfare at work Act 2005, the Territorial Limits will include any place where the act applies.

**Exclusions**

The Company will not indemnify the Insured in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with ownership, driving or use of a motor vehicle.

## LEGAL EXPENSES SECTION SUB-SECTION 3
## LEGAL DEFENCE

**Contracts Disputes Insuring Clause**

The Company will negotiate for the Insured's legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the Insured for the purchase, hire, sale or provision of goods or of services.

Provided that

(1) The amount in dispute exceeds €100; or if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed €100.

(2) If the dispute relates to money owed to the Insured, a claim under the policy is made within 90 days of the money becoming due and payable.

**Exclusions**

**The Company will not indemnify the Insured in respect of**

(1) Any claim relating to the following:

   (a) the settlement payable under an insurance policy;

   (b) a lease, licence or tenancy of land or building other than a dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement;

   (c) a loan, mortgage, pension or any other financial product and choses in action;

   (d) a motor vehicle owned by, or leased to, the Insured other than agreements relating to the sale of motor vehicles where the Insured is engaged in the business of selling motor vehicles.

(2) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with the Insured

(3) A dispute which arises out of the:
sale or provision of computer hardware, software, systems or services; or
purchase or hire of computer hardware, software, systems or services tailored by a supplier to the Insured's own specification.

(4) A dispute arising from a breach or alleged breach of professional duty by an Insured Person

(5) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

(6) The first €600 of Legal Costs unless the dispute is to be dealt with under the Small Claims Court procedure

## LEGAL EXPENSES SECTION SUB-SECTION 4
## PROPERTY PROTECTION AND BODILY INJURY

**(A) Property Protection Insuring Clause**

The Company will negotiate for the Insured's legal rights in any civil action relating to material property which is owned by, or the responsibility of the Insured following:

(1) any event which causes physical damage to such material property; or

(2) any nuisance or trespass.

**Exclusions**

**The Company will not indemnify the Insured in respect of any claim relating to the following:**

(1) A contract entered into by the Insured;

(2) Goods in transit or goods lent or hired out;

(3) Goods at premises other than those premises the Insured occupies unless the goods are at the premises for the purpose of installations or to be used in work the Insured carries out;

(4) Mining subsidence;

(5) Defending the Insured's legal rights other than in defending a counter-claim;

(6) A motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where the Insured is involved in selling motor vehicles.

**(B) Bodily Injury Insuring Clause**

If the Insured asks, the Company will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

**Exclusions**

**The Company will not indemnify the Insured or any Insured Person in respect of**

(1) Any claim relating to the following:

(a) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
(b) Defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
(c) A motor vehicle owned or used by, or hired or leased to an Insured Person or their family members.

(2) The cost of obtaining a medical report when registering a claim with Injuriesboard.ie

## LEGAL EXPENSES SECTION SUB-SECTION 5
## TAX PROTECTION

**(A) Revenue Audits Insuring Clause**

The Company will negotiate on the Insured's behalf and represent the Insured in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into the Insured's business accounts;

**(B) Employers' Compliance Insuring Clause**

The Company will negotiate on the Insured's behalf and represent the Insured in any appeal proceedings for a dispute concerning the Insured's compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social and Family affairs;

or

**(C) VAT Disputes Insuring Clause**

The Company will negotiate on the Insured's behalf and represent the Insured in any appeal proceedings following an audit carried out by the Revenue Commissioners for Value Added Tax due.

Provided That

(1) For all insured incidents, the Insured must have taken reasonable care to make sure that all returns are complete and correct and that the returns are sent in within the statutory time limits allowed.
(2) the Insured and the Appointed Representative must adhere to the Company's instructions for handling claims throughout the claim.

**Exclusions**

**The Company will not indemnify the Insured or any Insured Person in respect of**

(1) Any claim arising from a tax avoidance scheme.
(2) Any claim caused by the Insured's failure to register for Value Added Tax.
(3) Any claim involving the Revenue Commissioners looking into the Insured's alleged dishonesty or criminal activities.

## LEGAL EXPENSES SECTION
## EXCLUSIONS

**The Company will not indemnify the Insured or any Insured Person in respect of**

**1.** Any claim reported to the Company more than 180 days after the date the Insured Person should have known about the insured incident.

**2.** Costs and Expenses incurred before the Company accepts a claim in writing.

**3.** Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Sub-Section 1 (B) Employment Financial Compensation Awards.

**4.** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

**5.** Any claim relating to rights under a franchise or agency agreement entered into by the Insured.

**6.** Any insured incident deliberately or intentionally caused by an Insured Person.

**7.** A dispute with the Company and/or their Appointed Representative not otherwise dealt with under Section Condition 7.

**8.** Any claim relating to a shareholding or partnership share in the Insured's business unless the shareholding was gained under a scheme open to all the Insured's employees (or a substantial number of them) of a certain minimum grade other than the Insured's directors or partners.

**9.** An application for judicial review or any defence of judicial review proceedings.

**10.** Legal action an Insured Person takes which the Company or the Appointed Representative have not agreed to or if the Insured Person does anything that prevents the Company or the Appointed Representative from carrying out their roles effectively.

**11.** Any claim when either at the start of or during the course of a claim, the Insured is bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with the Insured's creditors, have entered into a deed or arrangement, are in liquidation, or part or all of the Insured's affairs or property are in the care or control of a receiver or administrator.

## LEGAL EXPENSES SECTION
## CONDITIONS

**1.** An Insured Person must:
(a) keep to the terms and conditions of this Section and this Policy;
(b) take reasonable steps to keep any amount the Company has to pay as low as possible;
(c) try to prevent anything happening that may cause a claim;
(d) send everything the Company asks for, in writing; and
(e) give the Company full details of any claim as soon as possible and give the Company any information the Company needs.

**2.** (a) The Company can take over and carry out, in the name of an Insured Person, any claim or legal proceedings at any time. The Company can negotiate any claim on behalf of an Insured Person.

(b) The Company will choose the Appointed Representative to represent an Insured Person in any proceedings where the Company is liable to pay a compensation award. In any other case an Insured Person is free to choose an Appointed Representative (by sending that suitably qualified person's name and address to the Company) if;

(i) the Company agrees to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings or;
(ii) there is a conflict of interest

(c) Before an Insured Person chooses a lawyer or an accountant, the Company can appoint an Appointed Representative.

(d) Any Appointed Representative will be appointed by the Company and represent the Insured Person according to the Company's standard terms of appointment (which may include a no win, no fee agreement). The Appointed Representative must co-operate fully with the Company at all times.

(e) The Company will have direct contact with the Appointed Representative.

(f) The Insured Person must co-operate fully with the Company and with the Appointed Representative and must keep the Company up to date with the progress of the claim.

(g) The Insured Person must give the Appointed Representative any instructions required by the Company.

**3.** (a) The Insured Person must tell the Company if anyone offers to settle a claim and mustnot agree to any settlement without the Company's written permission.

(b) If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.

(c) The Company may decide to pay the Insured Person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.

**4.** (a) If the Company asks, the Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.

(b) The Insured Person must take every step to recover Costs and Expenses that the Company has to pay and must pay the Company any Costs and Expenses that they do recover.

**5.** If an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Appointed Representative without good reason, the cover provided will end at once, unless the Company agrees to appoint another Appointed Representative

## LEGAL EXPENSES SECTION
## CONDITIONS
## CONTINUED

6. If an Insured Person settles a claim or withdraws their claim without the Company's agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. The Company will be entitled to reclaim any Costs and Expenses they have paid.

7. If there is a disagreement about the way the Company handles a claim that is not resolved through the Company's internal complaints procedure, the Company and the Insured Person can choose another suitably qualified person to arbitrate. The Company and the Insured Person must both agree to this in writing. Failing this the Company will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

8. The Company may ask the Insured to get an opinion from counsel as to how successful a claim or proceedings will be (the Insured will have to pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, the Company will pay the cost of getting the opinion.

9. The Company will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.

10. This Section will be governed by the laws of the Republic of Ireland.

**Helpline Services**

The Company provides these services 24 hours a day, seven days a week during the Period of Insurance. To help check and improve service standards, the Company record all calls to our Helpline Services.

**Commercial Legal Advice**

The Company will give the Insured confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
To contact the above services, phone 1890 252829 (call operator charges may vary) quoting the policy number.

**Counselling**

The Company will give the Insured's employees (including any members of their immediate family who permanently live with them) a confidential counselling service over the phone. This will include, where appropriate, referral to relevant voluntary or professional services.
To contact the counselling helpline, phone 1850 670407. These calls are not recorded. Call operator charges may vary.

## LEGAL EXPENSES SECTION
## CONDITIONS
## CONTINUED

**Health & Medical Information Services**

The Company will give the Insured information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.
To contact the above service phone us on 1890 254164. Call operator charges may vary.

The Company or their service providers will not accept responsibility if the helpline services fail for reasons they cannot control. Please do not phone to report a general insurance claim.

# GENERAL POLICY EXCLUSIONS

**The Company will not indemnify the Insured in respect of**

**1.** (a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

(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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

(iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

The exclusion in this sub-clause (iv) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended

**2.** any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

(b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Policy also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing or suppressing or in any way relating to anything contained in (a) and/or (b) above.

If the Company allege that by reason of this Exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

## GENERAL POLICY EXCLUSIONS
## CONTINUED

**3.** costs or expenses directly or indirectly caused by consisting of arising from or connected with the failure or inconsistency in performance or function of any equipment whether the property of the Insured or not to

(a) correctly recognise or establish any date as its true calendar date

(b) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules

(c) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules.

But this Exclusion shall not

(1) exclude subsequent Damage, Theft, Glass breakage not otherwise excluded under the policy which itself is caused by 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, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, sprinkler leakage, impact by any vehicle (or goods falling therefrom) or animal.

(2) Apply to the Employers Liability or Personal Accident Sections

**4.** the amount of any Deductible or Excess stated in the Schedule including any Condition of Average where applicable.

The Insured warrants that it shall not effect insurance in respect of the amounts of the Deductibles or Excesses stated in the Schedule.

# GENERAL POLICY CONDITIONS

**1. Due Observance**

The observance and fulfilment of the terms Exclusions and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**2. Non-Disclosure**

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact.

**3. Reasonable Precautions**

While this Policy is in force the Insured must

(a) take all reasonable precautions to prevent Damage, Business Interruption Bodily Injury Nuisance accidents, or loss of or damage to material property

(b) maintain all Property Insured in good condition

(c) exercise reasonable care in the selection and supervision of steady and competent employees

(d) take all reasonable steps to comply with all applicable laws, statutory enactments or local authority by-laws, regulations, obligations and requirements.

**4. Fraud**

If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy or if any Damage be occasioned by the Insured's wilful act or with the Insured's connivance all benefit under this Policy shall be forfeited.

**5. Cancellation**

(a) The Company may cancel this Policy at any time by giving 7 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the seventh day immediately following the date of the registered letter. In such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the un-expired Period of Insurance subject to the retention by the Company of the Minimum Premium stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with any Premium Adjustment Conditions.

(b) Without prejudice to the generality of General Condition 5 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the seventh day immediately following the date of the registered letter. The Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

## GENERAL POLICY CONDITIONS
## CONTINUED

### 6. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Law Society of Ireland. 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. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

### 7. Insurance Act

In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland.

### 8. Survey and Risk Requirements Condition

**Survey**

Where a survey has been conducted and in the event that this survey should show that the risk or any part of it is not satisfactory in the opinion of the Company then the Company reserves the right to

(a) alter the premium or terms and Conditions

(b) exercise their right to cancel the Policy

(c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's insurance intermediary of their decision and the effective date of such decision.

**Risk Requirements**

It is a condition precedent to the liability of the Company that the Insured must comply with all survey risk requirements required by the Company within completion timescales specified by the Company.

In the event that a risk requirement is not completed within the completion timescales specified by the Company then the Company reserves the right to

(a) alter the premium or terms and Conditions

(b) exercise their right to cancel the Policy

(c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's insurance intermediary of their decision which will be effective either from the expiry of any time period specified by the Company for completion or any other period specified by the Company.

The above conditions do not affect the right of the Company to void the Policy if they discover information material to their acceptance of the risk.

## GENERAL POLICY CONDITIONS CONTINUED

Except in so far as they are expressly varied by this Condition all of the terms Conditions Exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until advised by the Company.

# IMPORTANT INFORMATION IN RELATION TO YOUR ALLIANZ POLICY

**Your insurer**
The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, Companies Registration No. 143108. Vat no 4887986M. Our contact details are: tel: +353 1 6133000, fax: +353 1 6134444, and email: info@allianz.ie.

**Regulatory Status**
Allianz p.l.c. is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These Codes can be found on the Central Bank's website: www.centralbank.ie.

**What we do**
Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products.

**How we charge**
The charge for our services is the premium (including applicable government levy). This premium and any optional covers are separately specified in your Schedule/Renewal notice.

**Language**
Your policy and all communications with you or by you to us will be in English.

**Governing law**
You and we may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless we agree with you otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy.

**Default**
Non-payment of your premium or part thereof or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled.

**Right of Withdrawal**
You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 days of the latest of:
(1) the starting date of cover, or
(2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you any part of your premium you have paid less an administration charge as detailed in your schedule. If the cover is motor insurance, the premium cannot be refunded until the Allianz Certificate of Motor Insurance and Insurance Disc have been returned to Allianz. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided is for less than 1 month.

**Policy Alteration, Additional and Return Premiums**
Where your policy is altered or cancelled during any Period of Insurance, we will re-calculate your premium. This may result in an additional premium due to us, or a return premium due to you. A premium transaction charge may be applied to all such alterations, as detailed in your schedule. Where applicable, the premium transaction charge will be added to any additional premium due to us, or deducted from any return premium due to you. We will only charge or refund a premium provided the amount is greater than or equal to the amount detailed in your schedule. A Government Levy applies to all premium calculations

**Alteration to terms and conditions**
In the event of a claim we may advise you, at the time of your next renewal, of altered policy terms and conditions which increase your premium and/or excess, and/or reduce cover.

**Claims**
If you need to make a claim, please telephone us on 1890 779 999 (call operator charges may vary) or contact us at Allianz plc, Elmpark, Merrion Road, Dublin 4. When you call, please provide your policy number, details of what happened, and the time and date of the incident.

**Complaints**
We aim to deliver the very highest standards of customer care. If you have any enquiry or complaint, please contact, with your policy/quote number and details: Head of Customer Focus, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, Tel: +353 1 6133000, email: info@allianz.ie.

If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to:

(1)
The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Locall: 1890 882090 (call operator charges may vary), Tel: +353 1 6620899, Fax: +353 1 6620890, email: enquiries@financialombudsman.ie, website: www.financialombudsman.ie. The Financial Services Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

and/or

(2)
Insurance Information Services – Insurance Ireland, Insurance House, 39 Molesworth Street, Dublin 2, Tel: +353 1 6761820, Fax: +353 1 6761943, email: info@insuranceireland.eu website: www.insuranceireland.eu

If you are a resident of Northern Ireland, you may also refer your complaint to the Financial Ombudsman Service. You must do this within six months of the date of our decision. The contact details are: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Telephone 0800 023 4567, Fax 020 7964 1001 Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk.

**Compensation**
Please note that in the event of Allianz being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.

**Call Recording**
Please note that Allianz may record and monitor telephone calls for regulatory, training and quality purposes.

bhp INSURANCES

Allianz