

# Zurich Tradestar Commercial Combined 'All Risks' Insurance

Policy Document





# Contents

The Contract of Insurance	4
General Definitions	5
General Conditions	6
General Claims Conditions	9
General Exclusions	11
Material Damage 'All Risks' Section	12
Business Interruption 'All Risks' Section	21
Book Debts Section	30
Burglary Section	33
Money Section	35
Glass Section	37
Goods In Transit Section	38
Business 'All-Risks' Section	40
Personal Accident Section	41
Computer Section	42
Employers' Liability Section	47
Public Liability Section	49
Products Liability Section	52
Extension Applicable to Employers' Liability, Public Liability and Products Liability Sections of the Policy	54
Customer Information	55
Complaints Procedure	56
Data Protection	57

# The Contract of Insurance

## Commercial Combined 'All Risks' Policy

Zurich Insurance plc (the Insurer) having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Insured named in the Schedule, if any of the within mentioned contingencies occurs during the period of insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy.

Other than where expressly provided in this Policy, compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy. For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions. We would draw your attention specifically to the General Exclusions section of the Policy; the exclusions and exceptions set out in each section of the Policy; and the Retention clause of the Material Damage section of the Policy.

The Insurer has agreed to provide Policy cover, and has calculated the applicable premium, based on information provided by or on behalf of the Insured including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by the Insurer;
- information provided and recorded in any Statement of Facts issued to the Insured;
- any declarations made by or on behalf of the Insured; and/or
- any additional information voluntarily provided.

# General Definitions

## Damage Or Damaged

The words **Damage or Damaged**, shall mean loss or destruction of or damage to the Property Insured.

## Consequential Loss

The words **Consequential Loss**, shall mean loss resulting from interruption of or interference with the Business carried on by the Insured at the Premises in consequence of loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business.

## Continuing Restrictive Condition

Any condition in this Policy, however expressed, that purports to require the Insured to do, or not to do, a particular act or acts, or requires the Insured to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

## Defined Peril

The words **Defined Peril** shall mean 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 other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

## The Business

The **Business** or Profession stated in the Schedule and none other for the purpose of this insurance except as specified below.

The **Business** shall also include

- (a) the ownership use repair decoration and the maintenance of property and premises owned or occupied by the **Insured** in connection with the **Business** as described in the Schedule of the Policy.
- (b) the provision and management of canteen, social, sports and welfare organisations for the benefit of **Employees** of the **Insured**.
- (c) first aid, fire and ambulance services run by or on behalf of the **Insured**.
- (d) work carried out by **Employees** for any Director of the **Insured** including duties as a chauffeur provided always that the Director is not entitled to indemnity under any other Policy.
- (e) participation in exhibitions.
- (f) the repair or maintenance of vehicles or plant owned or used by the **Insured**

## Employee

**Employee** shall mean:

- (a) any person under a contract of service or apprenticeship with the **Insured**
- (b) any labour master or labour only subcontractor or persons supplied by any of them
- (c) any self employed person
- (d) any person under a work experience scheme
- (e) any person hired or borrowed by the **Insured**

working for the **Insured** in connection with the **Business**.

## Insured

(Applicable to Employers Liability, Public Liability and Products Liability Sections only)

The term **Insured** shall at the request of the **Insured** (named in the Schedule) be deemed to include

- (a) any director partner executive or **Employee** of the **Insured** in respect of private work undertaken by the **Insured's Employees** for such director partner or executive provided such work is undertaken with the prior consent of the **Insured** and is not undertaken in connection with any trade or business
- (b) any officer member or committee of the **Insured's**
  - (i) canteen social sports welfare and safety organisations
  - (ii) fire and ambulance services
  - (iii) first aid and medical services (other than a qualified medical practitioner) in their respective capacities as such
- (c) any director partner or executive of the **Insured** or any person under a contract of service or apprenticeship with the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity under this Policy if the claim had been made against him/her

# General Conditions

## 1. Interpretation

The Schedule and any endorsements attaching thereto and the Sections form part of this Policy and the expression this Policy wherever used in this Contract shall be read as including the said Schedule, Endorsements and Sections. Any word or expression to which a specific meaning has been attached in any part of any Section shall bear such meaning wherever it may appear in such Section.

## 2. Duty to Comply with Policy Conditions

The Insured must comply with the terms, limitations, exclusions, exceptions, conditions and endorsements of this Policy so far as they relate to anything to be done or complied with by the Insured, to include the Insured cooperating with the Insurer in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Other than where expressly provided in this Policy, compliance by the Insured with the terms, limitations, exclusions, exceptions, conditions and endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.

Breach of any period specified in a term or condition of this Policy for notification to the Insurer of a claim, or circumstance that may give rise to a claim, or any other matter referenced in the General Claims Conditions section of this Policy, will entitle the Insurer to refuse payment of a claim where the Insurer has been prejudiced by the breach in question.

## 3. (1) Pre-Contractual Representations

The Insured acknowledges and accepts the following:

- (a) the Insured has a legal duty prior to entering into the Policy and/or prior to the renewal of the Policy to provide responses to questions asked by the Insurer in relation to the risk(s) to be insured.
- (b) a matter about which the Insurer asks a specific question is material to the risk undertaken by the Insurer or the calculation of the premium by the Insurer, or both.
- (c) the Insured has a legal duty to answer all questions asked by the Insurer honestly and with reasonable care.
- (d) while the Insurer acknowledges that the Insured has no legal duty of voluntary disclosure, the Insured shall ensure that information which is voluntarily provided by or on behalf of the Insured is provided honestly and with reasonable care.

## (2) Remedies for Misrepresentations

- (a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by or on behalf of an Insured involves a negligent misrepresentation, the remedy available to the Insurer shall reflect what the Insurer would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - (i) if the Insurer would not have entered into the Policy on any terms, the Insurer may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - (ii) if the Insurer would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if the Insurer so requires;
  - (iii) if the Insurer would have entered into the Policy, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the relevant claim.
- (b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, the Insurer may either:
  - (i) give notice to the Insured that in the event of a claim it will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
  - (ii) terminate the Policy by giving reasonable notice.
- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by the Insured involves a fraudulent misrepresentation, or where any conduct by the Insured (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, the Insurer shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

#### 4. Alteration of Risk

The Insured must tell the Insurer immediately of any changes to the following provided by the Insured to the Insurer prior to the commencement or renewal of this Policy:

- (a) the information provided in any Proposal Form or otherwise in response to specific questions asked by the Insurer;
- (b) the information provided and recorded in any Statement of Fact issued to the Insured;
- (c) the declarations made by or on behalf of the Insured; and/or
- (d) any additional information voluntarily provided.

When the Insured notifies the Insurer about a change as above, or if the Insured otherwise becomes aware of any such change, as referenced above, the Insurer may reassess the premium chargeable and Policy cover more generally.

The Insurer may refuse a claim made by the Insured where there has been a change in the subject matter of the Policy which results in a new risk which the Insurer did not agree to cover and which was beyond the reasonable contemplation of the Insurer and the Insured when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

#### 5. Reinstatement by the Insurer

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

#### 6. Other Insurances

If at the time of any **Damage** or liability arising under this Policy there shall be any other insurance covering such **Damage** or liability or any part thereof the Insurer shall be liable for no more than their rateable proportion thereof and if such other insurance on any of the property hereby Insured either alone or together with any other property be subject to any Condition of Average the insurance of such property under this Policy, if not already subject to any Condition of Average shall be subject to such Condition of Average in like manner.

If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby Insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in full or in part or from contributing rateably towards the **Damage** the liability of the Insurer shall be limited to such proportion of the **Damage** as the sum hereby Insured bears to the value of the property.

#### 7. Subrogation

For the purposes of this clause only, the expression "Insured Person" shall mean the Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.

Save as provided below, the Insurers shall be entitled to take the benefit of any rights of the Insured Person against any other party before or after the Insured Person has received indemnification under this Policy and the Insured Person shall give all assistance as may be reasonably required by the Insurer.

This clause applies where the Insurer has the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, the Insurer does not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, the Insurer may not recover from the other person an amount greater than the amount that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, the Insurer will not exercise its right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

#### 8. Precautions by the Insured

The Insured shall take all reasonable precautions for the safety of the property hereby Insured and shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent accidents or **Damage** to property Insured and to comply with all statutory and other obligations and regulations imposed by any competent Authority and shall maintain all premises ways works machinery and plant in sound condition. In the event of the discovery of any defect or danger the Insured shall immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

### **9. Effect of Continuing Restrictive Conditions**

In this Policy, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- (a) the Insured breaches any such term; and
- (b) during the period of breach the Insured suffers a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by the Insured, the Insurer will have no liability for the loss.

### **10. Premium Adjustment**

If any part of the premium is calculated on estimates furnished by the Insured the Insured shall

- (a) keep an accurate record containing all particulars relating to such estimates.
- (b) if requested allow the Insurer to inspect such record.
- (c) within thirty days of the expiry of each Period of Insurance supply the Insurer with a correct declaration of such particulars and information as the Insurer may require in respect of the preceding Period of Insurance duly certified by the Insured's external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be subject to the retention by the Insurer of any minimum premium as stated in the Policy or endorsed thereon.

### **11. Cancellation**

The Insurer may cancel this Policy or any Section thereof at any time by sending fourteen days' notice by registered post to the Insured at the Insured's last known address and in such event the Insured shall become entitled to a return of a proportionate part of the premium (provided the premium has been paid to the Insurer) corresponding to the unexpired period of Insurance.

### **12. Instalment Premium Clause**

Where the Insurer agrees to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

### **13. Stamp Duty**

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

### **14. Insurance Act 1936**

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

### **15. Currency**

It is understood and agreed that the currency of all premiums, sums Insured, indemnities and excesses shown in the Schedule of this Policy or any renewal Notice or endorsement relating thereto shall be deemed to be Euro.



# General Claims Conditions

## 1. Liability Claims

On the happening of any occurrence which may give rise to a claim, or on receiving verbal or written notice of any claim by a third party, the Insured shall:

- (a) Give immediate notice in writing to the Insurer.
- (b) Forward to the Insurer immediately on receipt any letter, claim, writ, summons or process received in connection with the occurrence.
- (c) Give all necessary information and assistance to the Insurer to enable it to deal with, settle or resist any claim as the Insurer may think fit. Such information and assistance shall be given without any delay.
- (d) So far as reasonably practicable ensure that no alteration or repair is made to any machinery, appliance, plant, way or fitting after an accident has occurred until the Insurer has had an opportunity of carrying out an inspection.
- (e) The Insured shall not
  - (i) except at their own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer.
  - (ii) give any information or assistance to any person claiming against them without the consent of the Insurer.
- (f) The Insurer shall for so long as they desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under the Policy.

## 2. Discharge of Liability – Public Liability and/or Products Liability Sections

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment

## 3. Discharge of Liability – Employers Liability Section

The Insurer may at any time pay to the Insured in connection with any claim or series of claims the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims

## 4. Other Claims

### Action by the Insured

- A** In the event of **Damage** the Insured shall:
- (a) notify the Insurer immediately
  - (b) notify the Police Authority immediately it becomes evident that any **Damage** has been caused by Malicious Persons
  - (c) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**
  - (d) deliver to the Insurer at the Insured's expense
    - (i) full information in writing of the property lost destroyed or damaged and of the amount of **Damage**
    - (ii) details of any other insurances on any property hereby Insured  
within 30 days after such **Damage** (7 days in the case of **Damage** caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may allow
    - (iii) all such proofs and information relating to the claim as may reasonably be required, and
    - (iv) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

- B** In the event of any **Damage** which may consequently give rise to a claim under the Business Interruption section of this Policy the Insured shall:
- (a)** notify the Insurer immediately
  - (b)** deliver to the Insurer at the Insured's expense within 7 days of its happening full details of **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
  - (c)** with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
- C** In the event of a claim being made under the Business Interruption section of this Policy the Insured at his own expense shall:
- (a)** not later than 30 days after the expiry of the Indemnity Period or within such further time as the Insurer may allow, deliver to the Insurer in writing particulars of his claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting **Consequential Loss**, and
  - (b)** deliver to the Insurer 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 Insurer 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 matters connected with it.

#### **5. Fraudulent Claims**

If a claim contains information that is false or misleading in any material respect and the Insured either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (**Fraudulent Claim**) the Insurer shall be entitled to:

- (a)** refuse to pay the claim; and
- (b)** terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the **Fraudulent Claim** was submitted.

In such circumstances of termination the Insurer shall refuse all liability to the Insured under the Policy in respect of any claim made after the date of submission of the **Fraudulent Claim** (but not in respect of any claim(s) made before submission of the **Fraudulent Claim**) and the Insurer need not return any of the premiums paid under the Policy.

#### **6. Insurer's Rights Following a Claim**

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

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.

#### **7. Arbitration**

If any difference shall arise under this Policy such difference shall be referred to an arbitrator to be appointed by the parties in accordance with applicable statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

#### **8. Death of the Insured**

In the event of the death of the Insured the Insurer will in respect of liability at law incurred by the Insured indemnify the Insured's legal personal representatives in the terms of and subject to the limitations of this Policy provided that such personal representatives shall as though they were the Insured, observe fulfil and be subject to the terms, exclusions, exceptions and conditions of this Policy in so far as they can apply.

## General Exclusions

1. This Policy does not cover **Damage or Consequential Loss** to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - (c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, civil commotion, insurrection or military or usurped power
  - (d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

2. This Policy shall be avoided if the business is wound up or carried on by a liquidator or receiver or permanently discontinued.

3. **Terrorism Exclusion Clause**

In respect of all Property and Business Interruption Sections

This Policy does not cover:

- (a) **Damage or Consequential Loss** in the United Kingdom of Great Britain and Northern Ireland other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **Terrorism**.
- (b) **Damage or Consequential Loss** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
  - (i) riot, civil commotion and (except in respect of **Damage** by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
  - (ii) **Terrorism**

For the purposes of this Policy **Terrorism** shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

In any action suit or other proceedings where the Insurer alleged that by reason of this definition any **Damage or Consequential Loss** is not covered by this Policy the burden of proving that such **Damage or Consequential Loss** is covered shall be upon the Insured.

4. **Date Recognition Exclusion**

This Policy does not cover

Loss, **Damage, Consequential Loss** or legal liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Insured or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

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

but in respect of all insurances other than Public Liability and Products Liability this shall not exclude subsequent loss, **Damage or Consequential Loss** (not otherwise excluded) which itself results from a **Defined Peril** otherwise covered by this Policy.

For the purpose of this Exclusion, the following special meaning shall apply:

**Defined Peril** shall mean 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, impact by any vehicle or goods falling therefrom or animal.

**Note:** This Exclusion does not apply to the Employers Liability Section of the Policy, if operative.

## Material Damage 'All Risks' Section

If any of the Property Insured described in the Schedule suffers **Damage** at the Premises by any cause not herein excluded the Insurer will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property provided that the liability of the Insurer under this Section shall not exceed

- (i) In the whole the total sum Insured or in respect of any item its sum Insured at the time of the **Damage**
- (ii) the sum Insured remaining after deduction for any other **Damage** occurring during the same period of insurance, unless the Insurer shall have agreed to reinstate any such sum Insured.

### Exclusions

This Section does not cover

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

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

2. **Damage** caused by or consisting of:
  - 2.1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - 2.2 change in temperature colour flavour texture or finish
  - 2.3 theft or attempted theft

#### **Damage consisting of:**

- 2.4 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - 2.5 mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- but this shall not exclude
- (a) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss destruction or damage
  - (b) subsequent **Damage** which itself results from a cause not otherwise excluded
3. **Damage** caused by pollution or contamination but this shall not exclude **Damage** to the Property Insured, not otherwise excluded, caused by
    - (a) pollution or contamination which itself results from a **Defined Peril**
    - (b) a **Defined Peril** which itself results from pollution or contamination

4. **Damage** caused by or consisting of:
  - 4.1 subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - 4.2 normal settlement or bedding down of new structures
  - 4.3 acts of fraud or dishonesty
  - 4.4 disappearance, unexplained or inventory shortage, misfiling or misplacing of information
5. **Damage** to a building or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded
6. **Damage** in respect of moveable property in the open, fences and gates caused by wind rain hail sleet snow flood or dust

- 7. Damage**
- 7.1** caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- 7.2** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 8. Damage**
- 8.1** caused by freezing
- 8.2** caused by escape of water from any tank apparatus or pipe
- 8.3** caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any building which is empty or not in use
- 9. Damage** in respect of
- 9.1** jewellery precious stones precious metals bullion furs curiosities works of art or rare books
- 9.2** property in transit
- 9.3** fixed glass
- 9.4** glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
- 9.5** computers or data processing equipment
- 9.6** money cheques stamps bonds credit cards or securities of any description
- other than such **Damage** caused by a **Defined Peril** in so far as it is not otherwise excluded
- 10. 10.1** vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- 10.2** property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
- 10.3** land roads pavements piers jetties bridges culverts or excavations
- 10.4** livestock growing crops or trees
- unless specifically mentioned as Insured by this Policy
- 11.** Property which at the time of the happening of **Damage** is Insured by or would but for the existence of this Section 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.
- 12.** Any property more specifically Insured by or on behalf of the Insured
- 13. Consequential Loss** of any kind or description except loss of rent when such loss is included in the cover under this Section

## General Provisions Applicable to this Section

### Explosion

In respect of 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 cover against **Damage** thereto caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a Policy or other contract providing the required inspection service.

## Definitions

### (A) Buildings

Buildings described in the Schedule, including Landlord's fixtures and fittings therein and thereon together with the walls gates and fences around and pertaining thereto

### (B) Plant, Machinery, Fixtures and Fittings

Machinery, Plant and All Other Contents in or on the described premises and in the open adjoining the property of the Insured or held by them in trust for which they are responsible excluding property described under (A) Buildings, (C) Stock and property more specifically Insured.

It is agreed that the term All Other Contents is understood to include:

- (a) tenants' improvements alterations and decorations
- (b) so far as they are not otherwise Insured, employees' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €650 in respect of any one person
- (c) contents of outbuildings
- (d) contents in the open yards

The term All Other Contents excludes

- (a) landlord's fixtures and fittings
- (b) stock and materials in trade
- (c) money and stamps (including National Insurance stamps) exceeding €650 in total
- (d) documents manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- (e) computer systems records except for an amount not exceeding €1,275 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- (f) any expense in connection with the production of information to be recorded in documents manuscripts business books or computer systems records
- (g) any amount exceeding €1,275 in respect of any one pattern model mould plan or design or set of same
- (h) vehicles licensed for road use including accessories thereon

#### **(C) Stock/Work in Progress**

Stock and Materials in Trade in or at the described premises and in the open adjoining the property of the Insured or held by them in trust for which they are responsible.

#### **(D) Rent**

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its **Damage** and then the amount payable shall not exceed such proportion of the sum Insured on rent as the period necessary for reinstatement bears to the term of rent Insured

#### **(E) Fire Brigade Charges**

The insurance on Fire Brigade Charges applies to charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property Insured by this section in circumstances which have given rise to, or would have given rise to, **Damage** to the property Insured by any cause not herein excluded.

#### **(F) Stock Debris Removal**

Stock Debris Removal Costs applies only in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurers in removing debris of the portion or portions of the Property Insured by the said item **Damaged** by any cause not herein excluded.

The Insurers will not pay for 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 Insured by this Section.

#### **(G) Tenants Improvements**

The Insurer agrees to indemnify the Insured in respect of **Damage** to tenant's improvements and decorations for which the Insured is responsible at the premises situate as described in the Schedule.

#### **(H) Leasehold Interest**

The premium necessarily incurred in purchasing a lease similar to and in respect of substantially similar accommodation as that held by the Insured in respect of the building situate as stated in the Schedule for an amount not exceeding the sum Insured.

The insurance by this section applies only if the lease of the above described building is terminated by reason of the premises being rendered uninhabitable following **Damage**

The amount payable hereunder shall be limited to the premium necessarily incurred in purchasing a lease as defined above but only for a period equal to the unexpired term of the Insured's existing lease of the above described building at the time of the said **Damage**

#### **(I) Miscellaneous Items**

As described under the heading Miscellaneous in the Schedule.

## Clauses Applicable to Material Damage Section

### Clause 1 – Average

The sums Insured by each item of this Section relating to property are declared to be separately subject to Average unless otherwise stated.

Whenever a sum Insured is declared to be subject to Average, if the property covered thereby shall at the breaking out of any fire or at the commencement of any **Damage** to such property by any other peril hereby Insured against be collectively of greater value than the sum Insured, then the Insured shall be considered as being his own Insurer, for the difference and shall bear a rateable share of the loss accordingly.

### Clause 2 – Additional Interest

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 **Damage**.

### Clause 3 – Adjoining Buildings

It is understood that, except where specifically Insured, small outside buildings and their contents, and the buildings and contents of an extension to and communicating with any of the previously described buildings, are held to be Insured by the item applying to the building to which such property is attached or belongs.

### Clause 4 – Architects' Surveyors' Legal and Consulting Engineers' Fees

The insurance by each Item on Buildings and Machinery, Plant, Fixtures and Fittings includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and other Fees necessarily incurred in the reinstatement of the property Insured consequent upon its **Damage** but not for preparing any claim. The amount payable for such **Damage** and fees shall not exceed in the aggregate the Sum Insured by each item.

### Clause 5 – Automatic Cover

It is hereby agreed and declared that the insurance by this Section shall, subject to its terms and conditions extend to cover anywhere in the Republic of Ireland, Northern Ireland and Great Britain.

- (a) any newly acquired and/or newly erected buildings, machinery and plant, in-so-far as the same are not otherwise Insured; and
- (b) alterations, additions and improvements to buildings, machinery and plant, but not in respect of any appreciation in value provided that –
  1. at any one situation this cover shall not exceed 10 per cent of the total sum Insured on such property hereby or €130,000 whichever is less
  2. the Insured undertake to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof, the Policy to be endorsed accordingly from the date of commencement of the Insurer's liability.
  3. the provisions of this extension shall be fully maintained, notwithstanding any specific insurance effected under 2. above.

**N.B.** **Damage** caused by Explosion, Riot and Civil Commotion or Malicious Persons is excluded in Northern Ireland in respect of newly acquired and/or newly erected buildings, machinery and plant.

### Clause 6 – Change of Temperature

Notwithstanding anything to the contrary in this Policy or in any of its Conditions, this Section covers destruction of or damage to the property thereby Insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by any cause not herein excluded, subject to the terms, limitations and conditions of the Policy.

### Clause 7 – Clearing Drains

The insurance by each item on Buildings and Plant, Machinery, Fixtures and Fittings extends to include costs and expenses necessarily and reasonably incurred by the Insured with the consent of the Insurers in cleaning and/or clearing drains and/or sewers and/or gutters on the Insured's own Premises in consequence of any **Damage** not otherwise excluded.

### Clause 8 – Contract Price

It is hereby declared and agreed that in respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of sale, the Sale Contract is cancelled, by reason of any **Damage** not otherwise excluded, either wholly or to the extent of the loss or damage, the liability of the Insurer shall be based on the Contract Price, and for the purpose of Average the value of all goods to which this clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

### Clause 9 – Customers Goods

In so far as such property is not otherwise Insured the insurance on stock extends to cover goods of the Customers of the Insured for which the Insured have made themselves responsible even though such goods shall have been bought and paid for.

### Clause 10 – Electrical

If any electrical plant or fitting shall be damaged or destroyed by fire occasioned by self-ignition, overrunning, excessive pressure, short circuiting, self-heating or leakage of electricity, the Insurer shall not be liable for **Damage** in respect of the particular part in which the fire originated but shall be liable for damage or destruction in respect of any other plant or fitting caused by fire spreading from the original fire.

#### **Clause 11 – Fire Extinguishing Appliances**

It is a condition that fire extinguishing appliances will be maintained in efficient working order during the currency of this Policy.

#### **Clause 12 – Internal Transfers**

The insurance in respect of Machinery, Plant, Fixtures and Fittings and Stock applies to property as therein defined transferred between premises described in the said items, 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 is transferred, or in the aggregate 10% of the Sum Insured by Machinery, Plant, Fixtures and Fittings and Stock or €32,500 whichever is the less in respect of any such transfers at any one time.

#### **Clause 13 – Fire Break Doors and Shutters**

It is a condition that all fire break doors and shutters will be kept closed except during working hours, and will be maintained in efficient working order.

#### **Clause 14 – Mortgagees**

The interest of a 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, immediately on becoming aware thereof give notice in writing to the Insurer and on demand pay an additional premium as the Insurer may require.

#### **Clause 15 – 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 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.

#### **Clause 16 – Notice (Unoccupied Buildings)**

Notice in writing to be given to the Insurer when any empty or disused buildings or portions of buildings are again occupied and an additional premium paid if required.

#### **Clause 17 – Non-Invalidation Clause**

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. The Insured immediately upon becoming aware thereof shall give notice to the Insurer and pay an additional premium if required.

#### **Clause 18 – Property Located in the Open and/or Underground**

The insurance on Buildings and Machinery and Plant extends to include tanks, flues, pipes, ducting, tunnels, annexes, gangways, conveniences and other similar property, including telephone, gas, water and electric instruments, meters, piping, cabling and the like, and the accessories thereof including similar property in adjoining yards or roadways or underground, the property of the Insured or for which they are responsible.

#### **Clause 19 – Private Dwelling House**

It is hereby agreed and declared that notwithstanding anything in the within written Section contained to the contrary the insurance on Buildings used in their entirety as Private Dwelling Houses under the Schedule shall extend to include **Damage** of or to the 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 or damage of or to the buildings or loss of rent caused by Earthquake shock).

Provided always that all the conditions of the Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

#### **Clause 20 – Public Authorities**

Unless stated to the contrary the insurance by this Section relating to Buildings and Machinery/ Plant, Fixtures and Fittings extends to include such additional cost of reinstatement of the destroyed or damaged property thereby 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 the Oireachtas or with Bye-Laws of any Municipal or Local Authority provided that:

- (1) The amount recoverable under this extension shall not include:
  - (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 this Policy
    - (iii) under which notice has been served upon the Insured prior to the happening of the **Damage**



- (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property **Damaged**
  - (b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new, had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
  - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Law
- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the **Damage** or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this extension not being thereby increased.
  - (3) If the liability of the Insurers under any item of the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this extension in respect of any such item shall be reduced in like proportion.
  - (4) The total amount recoverable under any item of this Section shall not exceed the sum Insured thereby.
  - (5) All the conditions of this Section except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

#### **Clause 21 – Reinstatement of the Amount of Any Loss**

In consideration of the insurance by any item hereof not being reduced by the amount of any loss, the Insured undertake 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.

#### **Clause 22 – Removal of Debris**

It is understood that the insurance by this Section relating to Buildings and Machinery, Plant, Fixtures and Fittings extends to include costs and expenses necessarily incurred by the Insured with the consent of the Insurer 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 cause not herein excluded.

The liability of the Insurer under this clause and the Section in respect of any item shall in no case exceed the sum Insured thereby.

The Insurers will not pay for 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 Section.

#### **Clause 23 – Re-erection of Plant, Machinery, Fixtures And Fittings**

The insurance by items covering Machinery or Plant includes the cost of re-erection, fitting and fixing machinery and plant consequent upon **Damage** by any cause not herein excluded.

#### **Clause 24 – Reinstatement**

Unless stated elsewhere to the contrary, in the event of Buildings and Plant Machinery Fixtures and Fittings (other than Motor Vehicles, Employees Pedal Cycles and other Personal Effects) Insured under this Section being **Damaged** the basis upon which the amount payable under each of the said items of the Section is to be calculated shall be the reinstatement of the property destroyed or damaged subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this clause reinstatement shall mean: the carrying out of the following work, namely:

- (a) Where property is destroyed, the rebuilding of the property, if a Building, or in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where property is **Damaged**, the repair of the **Damage** and the restoration of the **Damaged** portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

### Special Provisions

- (1) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable despatch. Otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made.
- (2) When any property Insured under this clause is **Damaged** in part only the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- (3) No payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- (4) Each item Insured under this clause is declared to be separately subject to the following Condition of Average, namely:

If at the time of reinstatement the sum representing eighty-five per cent of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum Insured thereon at the breaking out of any fire or at the commencement of any **Damage** to such property by any cause not herein excluded, then the Insured shall be considered as being their own Insurers for the difference between the sum Insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.
- (5) No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made if at the time of any **Damage** to any property Insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- (6) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the **Damage** shall be subject to the terms and conditions of the Policy including any Condition of Average therein, as if this clause had not been incorporated therein.

### Clause 25 – Subrogation Waiver

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

- (a) Any company which is a holding company to the Insured, or subsidiary to the Insured, as defined within the meaning of sections 7 and 8 of the Companies Act 2014.
- (b) Any company which is a subsidiary of a holding company where that holding company is also the holding company of the Insured within the meaning of sections 7 and 8 of the Companies Act 2014.

### Clause 26 – Spontaneous Combustion

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

### Clause 27 – Temporary Removal (General)

Subject to the following provisions, the property Insured by this Section (other than Stock in Trade or Merchandise if Insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in the Republic of Ireland, Northern Ireland and Great Britain.

The amount recoverable under this extension in respect of each item of the Policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said premises, 10 per cent, of the sum Insured by the item after deducting therefrom the value of any building (exclusive of any Fixtures and Fittings), Stock in Trade or Merchandise Insured thereby.

This extension does not apply to property if and so far as it is otherwise Insured, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to

- (a) Motor Vehicles and Motor Chassis licensed for normal road use,
- (b) Property held by the Insured in trust, other than Machinery and Plant.

### Clause 28 – Tenancy

The interest of the Insured in this insurance shall not be prejudiced by any act of neglect of the tenant(s) of any building hereby Insured, whereby the danger of loss or damage is increased without the knowledge of the Insured. The Insured shall immediately upon becoming aware thereof give notice in writing to the Insurer and on demand pay such additional premium as the Insurer may require.

#### **Clause 29 – Workmen**

Workmen are allowed on the aforesaid premises for the purpose of making minor structural and other alterations from time to time without prejudice to this Insurance.

#### **Clause 30 – Purchaser's Interest**

If at the time of **Damage** to any Building hereby Insured the Insured shall have contracted to sell his interest in such building and the purchase shall be thereafter completed, the Purchaser on the completion of the purchase, if and so far as the property is not otherwise Insured by or on behalf of the Purchaser against such **Damage** shall be entitled to the benefit of this Section so far as it relates to such **Damage** without prejudice to the rights and liabilities of the Insured or the Insurer under this Policy, up to the date of completion.

#### **Clause 31 – Sprinklers**

Where the premium for this Section has been calculated after taking into consideration any Sprinkler Installation at the described premises which was installed at the commencement of this insurance (or which may have been installed at the request or with the knowledge of the Insurer) it is a condition that the Insured:

- (i) undertakes a test 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
- (ii) undertakes quarterly or half-yearly tests, if required by the Insurer to do so, for the purpose of ascertaining that each Water Supply is in order, and record the particulars of each test
- (iii) undertakes a test every weekday (holidays excepted) of
  - (a) the Brigade connection
  - (b) the circuit between the alarm switch and the control unit and
  - (c) the batteries, in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade;
- (iv) remedies promptly any defect by such tests and maintain the installation in efficient working order during the currency of this Section.

Subject to the observance of the above undertaking the insurance will not be prejudiced by any defect in the said Automatic Sprinklers due to any circumstances unknown to or beyond the control of the Insured.

- (v) In the event of any discharge or leakage from the said installation(s), the Insured shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the property Insured.
- (vi) When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed written notice thereof is to be given to the Insurers and their agreement obtained in writing.
- (vii) The Insurers shall have access to the premises at all reasonable times for purposes of inspection of the automatic sprinkler installation(s) and if the Insurers notify the Insured of defects in the construction or condition of the installation(s) requiring alteration or repairs the Insurers may also at their option by notice in writing suspend the insurance under this extension until such alterations or repairs be made and approved by the Insurers.

#### **Clause 32 – Designation**

For the purposes of determining where necessary the item under which any property is Insured the Insurers agree to accept the designation under which such property has been entered in the Insured's books.

#### **Clause 33 – Construction of Buildings**

Except as stated, it is a condition that the buildings described are brick, stone or concrete built, roofed with slates, tiles, metal, asphalt, asbestos or concrete and occupied by the Insured for the purposes of their business.

#### **Clause 34 – Retention**

Where, in the context of **Damage** to real property only, the Insurer pays the costs of repair or reinstatement as above, the Insurer may:

- (a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- (b) pay the balance (otherwise known as the "retained amount") to the Insured on completion of the work and on receipt of appropriate documentation validating the costs incurred by the Insured for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- (i) 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- (ii) 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

**Clause 35 – Trace and Access**

It is agreed that in the event of **Damage** resulting from Escape of Water or Fuel Oil if insured hereby, this insurance includes the costs necessarily and reasonably incurred with the consent of the Insurer in:

- (a) locating the source of such **Damage**
- (b) the subsequent making good of **Damage** caused as a consequence thereof

provided that the Insurer's liability any one occurrence shall not exceed €25,000 or 10% of the sum insured by this Policy, whichever is the lesser.

## Business Interruption 'All Risks' Section

If **Damage** by any cause not excluded occurs at the Premises to property used by the Insured for the purpose of the Business and causes interruption of or interference with the Insured's Business at the premises

the Insurer will pay to the Insured in accordance with the provisions of this insurance the amount of loss resulting from the interruption or interference caused by 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
  - (i) payment shall have been made or liability admitted therefor, or
  - (ii) 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 Insurer under this Section shall not exceed
  - (i) in the whole the total sum Insured or in respect of any item its sum Insured at the time of the **Damage**
  - (ii) the sum Insured remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same period of insurance, unless the Insurer shall have agreed to reinstate any such sum Insured.

### Exclusions

This Section does not cover

- 1 **Consequential Loss** caused by or consisting of
  - 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
  - 1.2 faulty or defective workmanship, operational error or omission, on the part of the Insured or any of his employees
  - 1.3 the bursting of any vessel machine or apparatus (not being a boiler or economiser on the Premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to or under the control of the Insured.
  - 1.4 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speedsbut this shall not exclude subsequent **Consequential Loss** which itself results from a cause not otherwise excluded
- 2 **Consequential Loss**
  - 2.1 caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - 2.2 caused by or consisting of change in temperature colour flavour texture or finish
  - 2.3 arising directly from theft or attempted theft
  - 2.4 consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - 2.5 consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
  - 2.6 caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications servicesbut this shall not exclude
  - (a) such **Consequential Loss** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental **Damage**
  - (b) subsequent **Consequential Loss** which itself results from a cause not otherwise excluded
- 3 loss resulting from pollution or contamination but this shall not exclude loss resulting from **Damage** to property used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by
  - (a) pollution or contamination at the Premises which itself results from a **Defined Peril**
  - (b) a **Defined Peril** which itself results from pollution or contamination

- 4 Consequential Loss** caused by or consisting of
- 4.1** subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - 4.2** normal settlement or bedding down of new structures
  - 4.3** acts of fraud or dishonesty
- Consequential Loss** arising directly or indirectly from
- 4.4** disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - 4.5 (a)** erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions or malicious persons
  - (b)** other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a **Defined Peril** in so far as it is not otherwise excluded
- 5** loss resulting from **Damage** to a building or structure used by the Insured at the Premises caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded.
- 6 Consequential Loss** in respect of moveable property in the open, fences and gates caused by wind rain hail sleet snow flood or dust
- 7 Consequential Loss**
- 7.1** caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - 7.2** (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 8 Consequential Loss**
- 8.1** caused by freezing
  - 8.2** caused by escape of water from any tank apparatus or pipe
  - 8.3** caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any building which is empty or not in use
- 9 Consequential Loss** in respect of
- 9.1** fixed glass
  - 9.2** glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
  - 9.3** computers or data processing equipment
  - 9.4** vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - 9.5** property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - 9.6** land roads pavements piers jetties bridges culverts or excavations
  - 9.7** livestock growing crops or trees
- other than in respect of such **Consequential Loss** caused by a **Defined Peril** in so far as it is not otherwise excluded

## Gross Profit

The Insurance under Item A is limited to Loss of **Gross profit** due to a (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 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 (subject to the provisions of the Uninsured Standing Charges clause) 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 of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the **Damage**, provided that if the Sum Insured by this Item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

## Definitions

**Gross Profit** – The amount by which

- (i) The sum of the amount of the turnover and the amounts of the closing stock and work in progress
- shall exceed (ii) the sum of the amounts of the opening stock and work in progress and the amount of the uninsured working expenses

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

- Notes:**
1. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
  2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

**Uninsured Working Expenses** – The uninsured working expenses are Purchases less discounts received, discounts allowed and bad debts. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**Turnover** – the money paid or payable to the Insured for goods sold and delivered and or services rendered in course of the Business at the Premises.

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

**Rate of Gross Profit** – the Rate of Gross Profit earned on the Turnover during the financial year 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 either before or ) after the **Damage** or which would have ) affected the business had the **Damage** ) **not** occurred, so that the figures thus ) adjusted shall represent as nearly as ) maybe reasonably practicable the ) results which but for the **Damage** ) would have been obtained during the ) relative period after the **Damage**

**Annual Turnover** – The Turnover during the twelve months 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 )

## Clauses Applicable to Gross Profit

### Alternative Trading Clause

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 their 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.

### Uninsured Standing Charges Clause

If any Standing Charges of the business be not Insured by this Section (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Standing Charges.

### Premium Adjustment Clause

The premium paid hereon may be adjusted on receipt by the Insurer of a declaration of Gross Profit earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the sum Insured on Gross Profit for the relative period of insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.

## Estimated 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 (subject to the provisions of the uninsured standing charges clause) 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 of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the **Damage**.

Notwithstanding proviso (2) of this Section the liability of the Insurer shall in no case exceed, in respect of Gross Profit 133 1/3% of the Estimated Gross Profit stated herein, in respect of each other item 100% of the sum Insured stated herein, nor in the whole the sum of 133 1/3% of the Estimated Gross Profit and 100% of the sums Insured by other items, or such other amounts as may be substituted therefor by memorandum signed by or on behalf of the Insurer.

In the absence of written notice by the Insured or the Insurer to the contrary the Insurer's liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

## Definitions

**Gross Profit** – The amount by which

- (i) The sum of the amount of the turnover and the amounts of the closing stock and work in progress
- shall exceed (ii) the sum of the amounts of the opening stock and work in progress and the amount of the uninsured working expenses.

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



- Notes:**
1. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
  2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

**Uninsured Working Expenses** – The uninsured working expenses are Purchases less discounts received, discounts allowed and bad debts. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

**Turnover** – the money paid or payable to the Insured for goods sold and delivered and or services rendered in course of the Business at the Premises.

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

**Estimated Gross Profit** – The amount declared by the Insured to the Insurer 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).

**Rate of Gross Profit** – The Rate of Gross Profit earned on the Turnover during the financial year 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 ) the business either before or after the twelve ) **Damage** or which would have affected the ) business had the **Damage** not occurred, ) so that the figures thus adjusted shall Standard ) 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**

**Annual Turnover** – The Turnover during the months immediately before the date of the **Damage**

Turnover – The Turnover during that period in the twelve months immediately before the date of the **Damage** which corresponds with the indemnity Period.

## Clauses Applicable to Estimated Gross Profit

### Premium Adjustment Clause

The first and annual premiums are provisional and are based on the Estimated Gross Profit.

The Insured shall furnish to the Insurer not later than six months after the expiry of each period of insurance a declaration confirmed by the Insured's Auditors of the Gross Profit earned during the financial year most nearly concurrent with the period of insurance.

If any **Damage** shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the maximum indemnity period exceeds twelve months)

- (a) is less than the Estimated Gross Profit for the relative period of insurance the Insurer will allow a pro rata return of premium paid on the Estimated Gross Profit but not exceeding 50% of such premium.
- (b) is greater than the Estimated Gross Profit for the relative period of insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit.

### Alternative Trading Clause

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 their 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.

### Uninsured Standing Charges Clause

If any Standing Charges of the business be not Insured by this Section (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Standing Charges.

## Rent Receivable

The insurance under Item B 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 of the expenses and charges payable out of the Rent Receivable as may cease or be reduced in consequence of the **Damage**.

Provided that if the sum Insured by this Item be less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

## Definitions

**Rent Receivable** – The amount of the rent and other income received or receivable from the letting of The Premises and for services rendered thereat.

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period thereafter stated in the Schedule during which the Rent Receivable shall be affected in consequence of the **Damage**.

**Standard Rent Receivable** – The Rent Receivable during that period in the twelve months immediately before the date of the **Damage** which corresponds with the Indemnity Period ) 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 either before or after the **Damage** or which would have affected the business had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

**Annual Rent Receivable** – The Rent Receivable during 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 either before or after the **Damage** or which would have affected the business had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

## Clauses Applicable to Rent Receivable

### Premium Adjustment Clause

The premium paid hereon may be adjusted on receipt by the Insurers of a declaration of Rent Receivable earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of Rent Receivable the above mentioned declaration shall be increased by the Insurers for the purpose of premium adjustment by the amount by which the Rent Receivable was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the Indemnity Period exceeds 12 months) is less than the sum Insured on Rent Receivable for the relative period of insurance the Insurers will allow a pro rata return of premium not exceeding 50% of the premium paid.

### Alternative Trading Clause

If during the Indemnity Period the business shall be conducted elsewhere than at the premises the money paid or payable to the Insured in respect of such other premises shall be brought into account in arriving at the Rent Receivable during the Indemnity Period.

## Tax Relief

The insurance under Item C 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 the 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.

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

Provided that if the sum Insured by this item be less than the Insurable Amount, the amount payable shall be proportionately reduced.

## Definitions

**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.

**Insurable Amount:** The average amount (or a proportionately increased Multiple thereof where the Maximum Indemnity Period exceeds twelve months) of the Tax Relief to which the Insured would, but for the **Damage** have been entitled in the financial years into which the twelve months immediately following the date of the **Damage** fall.

## Clauses Applicable to Tax Relief

### Alternative Trading Clause

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 their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover and Tax Relief during the Indemnity Period.

### Premium Adjustment Clause

In the event of the Tax Relief allowed (or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months) during the Financial Year most nearly concurrent with any period of insurance as certified by the Insured's Auditors being less than the respective sum Insured thereon a pro rata return of premium not exceeding fifty per cent. of the premium paid on such sum Insured for such period of insurance will be made in respect of the difference. If any **Damage** shall have occurred, giving rise to a claim under this Section, such return shall be made in respect only of so much of the said difference as is not due to such **Damage**.

## Gross Fees

The insurance under Item D is limited to (a) **Loss of fees** and (b) **Increase in cost of working** and the amount payable as indemnity thereunder shall be:

- (a) In respect of **Loss of fees**: the amount by which the Fees during the Indemnity Period shall, in consequence of the **Damage**, fall short of the Standard Fees,
- (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 Fees which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Damage**,

less any sum saved during the Indemnity Period in respect of such of the expenses and charges of the business payable out of the Fees as may cease or be reduced in consequence of the **Damage**,

Provided that if the sum Insured by this Item be less than the Annual Fees (or a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

## Definitions

**Fees** – The money paid or payable to the Insured for work done and services rendered.

- Notes:**
1. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Policy shall be exclusive of such tax.
  2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period thereafter stated in the Schedule during which the results of the business shall be affected in consequence of the **Damage**.

**Standard Fees** – The Fees during ) to which such adjustments shall be made as may be that  
period in the twelve months ) necessary to provide for the trend of the business and  
immediately before the date of the ) for variations in or other circumstances affecting the  
**Damage** which corresponds with ) business either before or after the **Damage** or which  
the Indemnity Period ) would have affected the business had the **Damage**  
) not occurred, so that the figures thus adjusted shall  
**Annual Fees** – The Fees during the ) represent as nearly as may be reasonably practicable twelve  
months immediately before ) the results which but for the **Damage** would have been  
the date of the **Damage**. ) obtained during the relative period after the **Damage**.

## Clauses Applicable to Gross Fees

### Alternative Trading Clause

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 their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Fees during the Indemnity Period.

### Temporary Removal (Documents) Clause

Loss as Insured by this Section resulting from interruption of or interference with the business in consequence of **Damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the Republic of Ireland shall be deemed to be loss resulting from **Damage** to property used by the Insured at the premises.

### Premium Adjustment Clause

The premium paid hereon may be adjusted on receipt by the Insurer of a declaration of Gross Fees earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of Gross Fees the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Fees was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds 12 months) is less than the sum Insured on Gross Fees for the relative period of insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.

## Increased Cost of Working

The insurance under Item E is limited to additional cost of working and the amount payable as indemnity thereunder shall be –

The additional expenditure reasonably incurred by the Insured during the Indemnity Period in order to minimise any interruption of or interference with the business in consequence of the **Damage**.

## Definitions

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the indemnity period appearing in the Schedule during which the results of the business shall be affected in consequence of the **Damage**.

**Memorandum** In the event of **Damage** the Insurer shall be liable for not more than one third of the Sum Insured hereunder in respect of such additional expenditure arising in the first quarter of the Maximum Indemnity Period following the date of the **Damage** nor more than an equal proportion of the balance of the Sum Insured per month in respect of the additional expenditure in the remainder of the Maximum Indemnity Period.

## Supplementary Clauses and Memoranda

### New Business Clause

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the business at the premises, the terms standard turnover and rate of gross profit shall bear the following meanings and not as within stated:

Rate of Gross Profit – The Rate of Gross ) to which such adjustments shall be made as  
Profit earned on the Turnover during the ) may be necessary to provide for the trend of  
period between the date of the ) the Business and for variations in or other  
commencement of the business and the ) circumstances affecting the Business either  
date of the **Damage** ) before or after the **Damage** or which would  
) have affected the Business had the **Damage**  
) not occurred, so that the figures thus  
Standard Turnover – The proportional ) adjusted shall represent as nearly as may be  
equivalent, for a period equal to the ) reasonably practicable the results which but  
indemnity period of the Turnover during ) for the **Damage** would have been obtained  
the period between the commencement ) during the relative period after the **Damage**.  
of business and the date of the **Damage**. )

#### **Payments On Account Clause**

Payments on account may be made to the Insured during the Indemnity Period at the discretion of the Insurer but in no case shall any payment exceed the Insurer's liability under the terms of Clause(s) of each item for the period in respect of which a payment is to be made.

#### **Departmental Clause**

If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of clauses (a) and (b) of the Items on Gross Profit and where applicable wages shall apply separately to each department affected by the **Damage**.

#### **Professional Accountants Clause**

Any particulars of details contained in the Insured's books of account or other books or documents which may be required by the Insurers under Condition No. 1 of the General Claims Conditions for the purpose of investigating or verifying any claim hereunder may be produced by Professional Accountants if at any time they are regularly acting as such for the Insured and their report relates.

The Insurers will pay to the Insured under this Section the reasonable charges payable by the Insured to their Professional Accountants/Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurers under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the liability of the Insurers.

#### **Material Damage Proviso Waiver**

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of **Damage** resulting from a cause not otherwise excluded that payment shall have been made or liability admitted under the insurance covering the interest of the Insured in the property at the premises against such **Damage** if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount.

#### **Salvage Sale Clause**

If following **Damage** giving rise to a claim under this Policy the Insured shall hold a salvage sale during the Indemnity Period, Clause (a) of the Item on Gross Profit shall for the purpose of such claim read as follows:

- (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 (less the Turnover for the period of the salvage sale) shall, in consequence of the **Damage**, fall short of the Standard Turnover, from which such shall be deducted the Gross Profit actually earned during the period of the salvage sale.

#### **Accumulated Stocks Clause**

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in Turnover due to the **Damage** is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods on the Insured's premises.

#### **Subrogation Waiver**

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

- (a) Any company which is a holding company to the Insured, or subsidiary to the Insured, as defined within the meaning of sections 7 and 8 of the Companies Act 2014.
- (b) Any company which is a subsidiary of a holding company where that holding company is also the holding company of the Insured within the meaning of sections 7 and 8 of the Companies Act 2014.

#### **Reinstatement of the Amount of any Loss**

In consideration of the Insurance by any item hereof not being reduced by the amount of any loss, the Insured undertake 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

## Book Debts Section

In the event of **Damage** to the Insured's books of account or other business books or records at the premises described in the Schedule by

- (1) **Fire**
- (2) **Lightning**
- (3) **Explosion** but excluding **Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

not occasioned by or happening through Earthquake, Subterranean Fire, Riot, Civil Commotion, War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power; and the Insured be in consequence thereof unable to trade or establish the outstanding debit balances in whole or part due to them

Then the Insurers will pay to the Insured in respect of each item in the Schedule the amount of **Damage** in accordance with the provisions therein contained

Provided that the liability of the Insurer shall in no case exceed in respect of each item the sum expressed in the said Schedule to be Insured thereon or in the whole the total sum Insured hereby or such other sum as may hereafter be substituted therefor by memorandum signed by or on behalf of the Insurer.

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

- (i) the difference between
  - (a) the outstanding debit balancesand
  - (b) the total of the amounts received or traced in respect thereof
- (ii) the additional expenditure incurred with the previous consent of the Insurer in tracing and establishing customers debit balances after the **Damage**.

provided that if the Sum Insured by this item be less than the outstanding debit balances the amount payable shall be proportionately reduced.

## Definitions

**Outstanding debit balances** – The total declared in the statement last given under the provisions of the Declaration Clause adjusted for

- (a) Bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to customers' accounts in the period between the date to which the said last statement relates and the date of the **Damage** and
- (c) any abnormal condition of trade which had or could have had a material effect on the business.

so that figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of **Damage**.

## Conditions Applicable to Book Debts

It is a condition that –

- (a) the Insured's books of account and other business books and records in which Customers accounts are shown shall be kept in fire-resisting safes or in fire-resisting cabinets when not in use or
- (b) duplicate records are kept in a separate building.

## Clauses Applicable to Book Debts

### Declaration

The Insured shall within thirty days of the end of each month deposit with the Insurer a signed statement showing the total amount outstanding in customers accounts as set out in the Insured's accounts as at the end of the said month.

### Adjustment

On the expiry of each period of insurance the actual premium shall be calculated at the rate per cent per annum on the average amount Insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium shall be less than the first premium (or the annual premium in the case of the second and subsequent periods of insurance) the difference shall be repaid to the Insured, but such repayment shall not exceed one-half of the first or annual premium respectively. If the amount of a declaration exceeds the sum Insured applicable at the date of such declaration, or if no declaration be deposited, then for the purposes of this clause only, the Insured shall be deemed to have declared such sum Insured.

### Automatic Reinstatement of Loss

In consideration of the insurance not being reduced by the amount of any **Damage** the Insured shall pay the appropriate extra premium on the amount of the **Damage** from the date thereof to the date of the expiry of the period of insurance.

### Professional Accountants Charges

The Insurers will pay the reasonable charges payable by the Insured to their Professional Accountants/Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurer under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books of accounts or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under the section shall in no case exceed the total sum Insured hereby.

## Additional Perils Applicable to this Section

The following Additional Perils are operative unless excluded by endorsement.

**Damage** caused by

- (4) **Aircraft and other aerial devices** or articles dropped therefrom but excluding **Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (5) **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, but excluding
  - (a) **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority;
  - (b) **Damage** resulting from cessation of work.
  - (c) **Damage** whilst the building is empty or not in use.
- (6) **Malicious persons** not acting on behalf of or in connection with any political organisation but excluding
  - (a) **Damage** by Theft
  - (b) **Damage** whilst the building is empty or not in use.
- (7) **Earthquake**
- (8) **Subterranean fire**
- (9) **Impact** by any mechanically propelled vehicle or by goods falling therefrom (whether the vehicle be licensed for normal road use or not) or animals not belonging to or in the custody or control of the Insured or their employees when engaged in their business, but excluding **Damage** to property in transit.

- (10) **Storm** and **tempest** but excluding
  - (a) **Damage** by frost, subsidence or landslip;
  - (b) **Damage** by
    - (i) the escape of water from the normal confines of any natural or artificial watercourse (other than water tanks apparatus or pipes) or lake, reservoir, canal or dam,
    - (ii) inundation from the sea, whether resulting from Storm or Tempest or otherwise;
  - (c) **Damage** attributable solely to change in the water table level.
- (11) **Flood** but excluding
  - (a) **Damage** by frost, subsidence or landslip;
  - (b) **Damage** to fences and gates and loose or movable property in the open;
  - (c) **Damage** attributable solely to change in the water table level.
- (12) **Escape of water** from any tank apparatus or pipes but excluding
  - (a) **Damage** whilst the building is empty or not in use;
  - (b) **Damage** by water discharged or leaking from an installation of automatic sprinklers;
- (13) (a) **Stealing** or attempted stealing involving entry to or exit from the premises by forcible and violent means or any attempt thereat
  - (b) Robbery or attempted robbery committed in the Premises
- (14) **Accidental Damage** by any cause other than those defined in (1) to (13) above but excluding
  - (a) erasure or distortion of information on computer systems records due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus, unless caused by **Damage** to the said machine or apparatus or due to defects in such computer systems records
  - (b) **Damage** due to any dishonest or fraudulent act by any of the Insured's employees or by any person acting on behalf of the Insured.



## Burglary Section

In the event of

- (a) **Damage** to the Property Insured while contained within the Premises and/or
  - (b) **Damage** to the Premises falling to be borne by the Insured  
being caused by
    - (i) stealing or attempted stealing involving entry to or exit from the premises by forcible and violent means or any attempt thereat
    - (ii) robbery or attempted robbery or any assault or violence or threat thereof to the Insured or employees of the Insured committed in the Premises
- the Insurer will indemnify the Insured against such loss or **Damage**

Provided that

1. the Insurer may at its option indemnify the Insured by payment or by repair, reinstatement or replacement
2. the liability of the Insurer during any one Period of Insurance shall not exceed
  - (a) in respect of each Item the Sum Insured thereon
  - (b) in respect of all **Damage** the Total Sum Insured.

Unless specified separately this Section does not cover bonds securities money stamps stamp or coin collections or (except so far as may be provided in the Other Contents Clause) computer records wines spirits tobacco cigars or cigarettes.

## Definitions

### (1) Machinery, Plant, Fixtures and Fittings

Machinery, Plant and Other Contents in the premises the property of the Insured or held by them in trust for which they are responsible excluding property more specifically Insured and vehicles licensed for road use including accessories thereon.

It is agreed that the term Other Contents is understood to include:

- (a) deeds documents business books manuscripts plans patterns designs models and moulds but only for the value of the stationery or other material involved and the labour cost of their writing-up or reinstatement
- (b) computer systems records but only for the value of the material 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) but only for an amount not exceeding €650
- (c) wines spirits tobacco cigars and cigarettes but only for an amount not exceeding €130 and so far as they are not otherwise Insured:
- (d) the personal effects of directors employees and visitors of the Insured but only for an amount not exceeding €130 any one person.

Deeds documents business books manuscripts plans designs and computer systems records are covered while temporarily removed to any premises in the Republic of Ireland not in the Insured's occupation for an amount not exceeding €650.

### (2) Stock

Stock and Materials in Trade in the described premises, the property of the Insured or held by them in trust for which they are responsible.

### (3) Tenants Improvements

Tenant's improvements and decorations for which the Insured is responsible at the premises situate as described in the Schedule.

### (4) Premises

The term Premises does not include any garden yard or open place nor, unless specified any outbuilding.

### (5) Average

If at the time of the happening of any **Damage** to the Property Insured by any Item the Sum Insured by that Item be less than the total value of the property to which it applies the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

## Conditions Applying to Burglary

1. This section does not cover **Damage** to any property
  - (a) contributed to or caused by
    - (i) any employee or servant of the Insured
    - (ii) any person lawfully in the Premises
  - (b) loss or damage which can be Insured against by a Fire Glass or Money Insurance Policy
  - (c) contributed to caused by or arising from riots strikes or civil commotion.
  - (d) vehicles or promissory notes unless the same be specifically Insured herein
2. Each of the sums Insured by this section relating to property is declared to be separately subject to Average.
3. Upon payment of any claim for loss under this Section the property in respect of which the payment is made shall belong to the Insurer.
4. In the absence of written notice by the Insured or the Insurer to the contrary within 30 days of the loss or damage the sum Insured shall be deemed to be reinstated to its full amount provided always that:
  - (a) The Automatic Reinstatement shall apply to the first loss only in each period of insurance
  - (b) The Insured shall:
    - (i) take immediate steps to effect such additions to or variations in the protections of the Property Insured as the Insurer may require
    - (ii) pay the appropriate additional premium.
5. In the event of:
  - (a) Accidental loss of keys to the external and internal doors of any Insured premises or to safes or alarms  
and/or
  - (b) Theft of such keys,  
and/or
  - (c) Accidental **Damage** to the locks of such doors, safes or alarms.  
The Policy will indemnify the Insured in respect of replacement of the lock mechanism or at the option of Insurers to change the locks provided always that:
    - (i) The keys to any safe are not left in the premises overnight
    - (ii) The maximum amount payable in any period of insurance is €650.

## Money Section

In the event of physical loss or **Damage** to

- (a) Money
- (b) safes or strongrooms which normally contain Money caused by theft or attempt thereat

occurring within the limits of the Republic of Ireland or the United Kingdom the Insurer will indemnify the Insured against such **Damage** provided that the liability of the Insurer in respect of any Item Insured shall not exceed the specified Limit of Indemnity thereon.

Provided always that:

- (a) the Insurer's liability shall be limited to:
  - (i) €325 in respect of Money in the Insured's premises when closed for business or unattended and not secured in locked safe or strongroom
  - (ii) €650 in respect of Money (other than crossed cheques and crossed postal orders) in the private residence of the Insured or an authorised employee
  - (iii) €33 per packet in respect of Money (other than crossed cheques and crossed postal orders) dispatched by unregistered post;
- (b) whenever Money is contained in a locked safe or strongroom at the Insured's premises when closed for business or unattended all keys of such safe or strongroom shall be removed from the premises.

## Definition

### Money

Money shall mean Cash, Bank and Currency Notes, Postal Orders, Money Orders, Cheques, Banker's Drafts, Bills of Exchange, Unused Units in Postage Stamp Franking Machines, Postage Stamps, National Savings Certificates, Revenue Stamps, Luncheon Vouchers, Trading Stamps, Credit Card Sales Vouchers, Telephone Call Cards, National Lottery Cards for their normal value, Consumer Redemption Vouchers, Gift Tokens, VAT Purchase Invoices and Prize Bonds all pertaining to the Business and belonging to or for which the Insured are responsible.

### Business Hours

The period during which the Insured's premises are actually occupied for business purposes and during which the Insured or his Employees entrusted with cash are in the premises.

### Crossed Cheques and Postal Orders

Cash consisting of Crossed Cheques, Crossed Postal Orders, Crossed Money Orders, Crossed Giro Cheques, Crossed Bankers Drafts, Prize Bonds, Premium Bonds, Credit Company Sales Vouchers, VAT Purchase Invoices, Stamped National Insurance Cards, Stamped Builders Cards, Stamped Pension Cards and National Saving Certificates.

## Conditions and Clauses Applying to the Money Section

This Section does not cover

- (a) loss from any unattended vehicle or from any gaming amusement or vending machine
- (b) **Damage** caused by or due to
  - (i) the dishonest acts of any person in the employ or service of the Insured not discovered within seven days of the actual occurrence thereof
  - (ii) clerical or accounting errors
- (c) **Damage** to any property contributed to caused by or arising from riots strikes or civil commotion.
- (d) Any loss or theft occurring during transit when the cash is carried by anyone who is not the Insured or any employee in the regular service of the Insured
- (e) Losses covered by a Policy of fidelity guarantee
- (f) Any loss of unattended cash not in locked safe or strongroom during business hours.

### Personal Accident (Malicious Attack) Insurance Extension

If any person whilst engaged in the Insured's business (hereinafter called the Assured) shall sustain accidental bodily injury by violent external and visible means arising from malicious attack or assault or attempt thereat by any person stealing or attempting to steal Money Insured by this Section then the Insurer will reimburse the Insured in respect of payment to the Assured or his/her legal personal representative as the case may require of the sum or sums set out in the Table of Benefits hereunder:

### Table of Benefits

If accidental bodily injury as defined above shall be the sole and immediate cause of:

- |     |  |   |
|-----|--|---|
| (1) | Death within twelve months of the injury.  | €6,500  |
| (2) | Total loss of a limb or limbs and/or the total and irrecoverable loss of all sight of an eye or eyes within twelve months of the injury. | €6,500  |
| (3) | Permanent total inability to attend to any occupation or business.   | €6,500  |
| (4) | Temporary total inability to attend to the usual occupation or business.   | The Assured's normal weekly wage or salary not exceeding €65 per week |

Provided always that:

- (i) Loss of Limb shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg.
- (ii) The Insurer shall not be liable under Benefit (4) to pay for a longer period than 104 weeks in respect of any one accident.
- (iii) If the Insurer is satisfied that the inability is permanent, Benefit (3) shall become payable when Benefit (4) is exhausted. The Insurer shall not otherwise be liable to pay more than one Benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time.
- (iv) No Benefit shall be payable until the entire amount thereof has been ascertained and agreed.

If the Assured as a result of malicious attack or assault or attempt thereof as defined above shall sustain **Damage** to clothing or personal effects the Insurer will indemnify the Insured in respect of payment made to the Assured to the extent of the **Damage** so sustained but not exceeding in respect of any one such Assured the sum of €325.

### Cheque and Money Record

It is a condition that:

- (a) A proper full and complete record of Crossed Cheques and Postal Orders be kept elsewhere than with and shall be well away from the cash itself so that in the event of the cash being lost destroyed or stolen the record is not at risk from the same event. The record shall contain sufficient information to enable each individual item to be traced to its source as regards issue date amount and where applicable financial institution involved.
- (b) A proper record of cash put in the safe or strongroom is kept in some place other than the safe or strongroom itself and that the keys are kept in some place away from the safe or strongroom and are only in the possession of responsible officials.

### Custodian Clause

It is a condition of this Section that Money (as within defined) as Insured under – Money in Transit – shall at all times be in custody as follows:

(Custody shall mean being in constant attendance with direct responsibility for the security of Money).

#### Amount of money

- 1) Up to but not exceeding €2,600
- 2) Exceeding €2,600 but not exceeding €5,100
- 3) Exceeding €5,100 but not exceeding €7,700

#### Custodian (s)

- 1) In custody of at least **one** fully responsible able bodied person.
- 2) In custody of at least **two** fully responsible able bodied persons.
- 3) In custody of at least **three** fully responsible able bodied persons. No one person to carry more than €2,600 unless an approved security carrying bag is used.
- 4) Exceeds €7,700 each transit must be carried in accordance with the conditions laid down by the Insurer but in any event must be accompanied by at least three able bodied adults.

## Glass Section

In the event of any accidental breakage of the glass described in the following Schedule the Insurer will indemnify the Insured in respect of the cost of

- (a) replacement of such glass
- (b) temporary boarding up necessarily incurred through breakage of the glass.

### Conditions Applying to the Glass Section

1. This Section does not provide cover
  - (a) For any consequence, whether direct or indirect, caused by Fire, Explosion, Concussion or Earthquake;
  - (b) For **Damage** to goods or business arising from a breakage, nor for interruption or delay of business in consequence of any breakage and its reinstatement;
  - (c) For **Damage** to frames or framework of any description;
  - (d) For any Glass cracked at inception date of insurance;
  - (e) For any Glass in Conservatories or Greenhouses;
  - (f) For **Damage** whilst the premises are vacant (i.e. not being occupied for business purposes);
  - (g) For **Damage** to Signs specified herein arising:
    - (i) From heat wear and tear or gradual deterioration or from any process of cleaning or restoring or caused by or attributable to vermin or atmospheric conditions other than hail or windstorms;
    - (ii) From mechanical breakdown or caused directly or indirectly by application of electrical energy;
    - (iii) Whilst additional fittings are being fitted.

#### 2. Moveable Glass

The Insurer shall not be liable for damage to movable Glass, nor for other than plain Glass, unless the same shall be specifically mentioned in this Section.

#### 3. Removal of Fittings

Any window or other fittings, fixtures, frames or casing of any kind which it is necessary to alter or remove before reinstatement or replacement can be made, must be altered or removed by and at the expense of the Insured.

#### 4. Reinstatement

The liability of the Insurer shall not exceed –

- (a) the cost of reinstating or replacing any glass which is the subject of a claim hereunder.
- (b) in the case of glass for which a separate sum Insured is shown in the Schedule such sum Insured.
- (c) in all the total sum Insured shown in the Schedule.

All sums which may from time to time be paid by the Insurer under this Section by way of claims in any one period of insurance shall be counted in diminution of the total sum Insured (or in the case of specially valued glass in diminution of the sum Insured for such glass) so that in the event of subsequent loss during the same period the total amount payable by the Insurer shall not in all exceed the total sum Insured (or in the case of specially valued glass the sum Insured therefor) during the said period of insurance. The Insurer however agrees to reinstate the sum Insured following a loss if the Insured shall have paid the appropriate additional premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance

## Goods in Transit Section

In the event of the Property being **Damaged** in transit the Insurer will indemnify the Insured in respect of such **Damage** in the manner and to the extent hereinafter stated.

### Conditions Applying to the Goods in Transit Section

1. This Section does not cover
  - (a) claims in respect of or arising out of
    - (i) depreciation, delay, inadequate documentation, consequential loss, insufficiency and/or unsuitability of packing.
    - (ii) wear and tear, breakdown of refrigeration, vermin, contamination, inherent vice.
    - (iii) the carriage of explosives or other dangerous goods,
    - (iv) theft or attempted theft of or from vehicles when left unattended unless the provisions of the Protections Clause have been complied with
  - (b) any **Damage** as a consequence of riots, strikes or civil commotion, or confiscation, nationalisation, requisition by any government or local authority.
2. The Insured shall exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the Property and maintain in good order all vehicles owned or used by the Insured and all locking and other protective devices including any specified in the Schedule. Such devices shall not be varied or withdrawn without the consent of the Insurer.
3. If the value of the Property contained in any one package or vehicle and/or trailer and/or Container or if the total value at risk at any one location shall at the time of **Damage** thereto exceed the sum Insured stated herein the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss accordingly.

### Definitions

#### The Indemnity

Subject to the Amounts Insured, the Insurer will indemnify the Insured by payment of the amount of the **Damage** or at the option of the Insurer by repair reinstatement or replacement.

#### The Property

Goods belonging to the Insured or for which the Insured is responsible all pertaining to the Business

Unless specifically referred to in the Schedule the Property shall not include

livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco cigars and cigarettes, audio and video equipment, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds, securities, computer records, deeds, documents, business books, manuscripts, plans and patterns, microchips/circuit boards and second hand machinery.

This section does not insure wagon-sheets tarpaulins and ropes nor Containers trailers demountable vans or the like.

#### Transit

As indicated by sums stated below, in transit shall mean being carried between points in the Republic of Ireland and the United Kingdom:

- (a) by the Insured's own or haulier's road vehicles including:
  - (i) loading and unloading
  - (ii) the use of recognised roll-on, roll-off vehicle ferries provided no unloading or re-loading of the vehicle is involved
  - (iii) whilst temporarily housed on or off the vehicle for a period not exceeding 72 hours in the course of the said carriage.
- (b) by parcel post or rail

## Clauses Applicable to Goods in Transit

### Protections Clause

- (1) Whenever a vehicle carrying Property is unattended it shall be protected as follows:
- (a) in working hours (i.e. the whole period during which the vehicle is being worked by its driver) – all doors and windows and other means of access are securely fastened and locked and any specified security devices are put into full and effective operation
  - (b) at all times out of working hours –
    - (i) all doors and windows and other means of access are securely fastened and locked and any specified security devices are put into full and effective operation
    - (ii) **and** either housed in premises which are themselves securely locked or placed in premises which are constantly guarded.

## Business All Risks Section

In the event of **Damage** to the Property specified in the Schedule occurring within the Republic of Ireland the Insurer will indemnify the Insured against such **Damage** but in no circumstances shall the liability of the Insurer exceed in respect of each Item the Sum Insured thereon or the intrinsic value thereof whichever is the less.

### Conditions Applying to the Business All Risks Section

1. This Section does not cover
  - (a) depreciation or **Damage** arising from wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alterations or repair to which the property Insured is subjected
  - (b) electrical or mechanical breakdown
  - (c) **Damage** contributed to or caused by any employee or servant of the Insured
  - (d) breakage of china glass marble earthenware or scratching or bruising of furniture household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried
  - (e) **Damage** to deeds bonds coins money securities stamps stamp collections plans patterns designs documents of title contracts or other documents business books or manuscripts or computer records unless specified in the Schedule
  - (f) loss by leakage of any liquid from the receptacle in which it is contained
  - (g) **Damage** contributed to caused by or arising from riots strikes or civil commotion.
2. The Insurer may at its option indemnify the Insured by payment or by repair reinstatement or replacement.
3. If at the time of the happening of any **Damage** the Sum Insured in respect of the property so **Damage** shall be less than the intrinsic value of such property the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the **Damage** accordingly.



## Personal Accident Section

In the event of bodily injury sustained by the Assured during the Period of Insurance resulting from an accident the Insurer will reimburse the Insured in respect of payment to the Assured or the Assured's legal personal representatives as the case may require of the sum or sums set out in the Table of Benefits, of the Personal Accident Schedule.

### Special Conditions

1. This Section does not apply to death injury loss or disablement caused
  - (a) prolonged or complicated by any pre-existing physical weakness defect or disease or by any injury sustained prior to that in respect of which a claim is made hereunder
  - (b) by the Assured motor-cycling, hunting, mountaineering, racing (other than on foot), playing hurling, Gaelic games and football, ice-hockey or polo, skiing, tobogganing, parachuting, pot-holing, using power-driven woodworking machinery
  - (c) by the Assured flying (except as a passenger and not as a member of the crew for the purpose of engaging in any trade or technical operation therein in any properly certificated or licensed power-driven aircraft constructed to carry passengers)
2. No benefit shall be payable in respect of any period to within seven days of the receipt of notice of a claim. All certificates information and evidence in such form and of such nature and within such time as the Insurer may reasonably require shall be furnished without expense to the Insurer. The Insurer shall be entitled in the case of non-fatal injury to call for examination by a medical referee appointed by the Insurer whenever required by the Insurer and in the event of death to have a post-mortem examination.

### Provisions

1. Benefit 5 shall be payable
  - (a) at the end of the period of disability but the Insurer will on request make interim payments at not less than four weekly intervals
  - (b) for not more than 104 weeks in respect of any one injury.
2. The Insurer shall not in respect of the same accident be liable to pay in respect of any one Assured more than one of the Benefits 1 – 4 nor shall more than one Benefit be payable in respect of the same period of time.
3. Benefit shall only be payable provided death or loss occurs or disablement commences within twelve months of the date of the injury.
4. Loss of Limb shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg.

### Table of Benefits

If bodily injury shall be the sole and direct cause of:

1.	Death	)	For amount
		)	of cover
2.	Loss of one or more limbs	)	refer to
		)	Personal
3.	Total and irrecoverable loss of all sight of one or both eyes	)	Accident
		)	Section
4.	Total inability to attend to any occupation or profession which, 104 weeks after the injury, is proved to the satisfaction of the Insurer to be permanent	)	of the
		)	Schedule
		)	
5.	Total inability to attend to the Assured's usual occupation or business	)	

### Note:

In respect of Benefits 1, 2, 3 and 4 one unit of benefit is equal to €1,275. In respect of 5 one unit of benefit is equal to €13 per week.

# Computer Section

This Section provides cover in respect of

## Item 1 – Material Damage

**Damage** to Computer Equipment and Auxiliary Equipment at the location(s) specified in the Schedule and Computer Media at any situation or in transit anywhere in the world

## Item 2 – Additional Expenditure

additional expenditure necessarily and reasonably incurred by the Insured to

- (a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment

Excluding additional expenditure more specifically described under Item 2 (b)

- (b) recompile or restore data or software or replace third party proprietary software

in consequence of an Accident which manifests itself during the Period of Insurance as indicated in the Cover Schedule

## Definitions

### Computer Equipment

Computer equipment (including fixed disks interconnecting wiring and telecommunications equipment) used for electronic processing communication and storage of data the property of the Insured or leased hired or rented to the Insured but excluding any such Computer Equipment controlling any manufacturing process and equipment more specifically described under Auxiliary Equipment and Computer Media

### Auxiliary Equipment

Auxiliary equipment comprising temperature and environmental control power supply and voltage regulating equipment and protective devices exclusively for use with the Computer Equipment the property of the Insured or leased hired or rented to the Insured

### Computer Media

All current and backup Computer Media of all types (other than fixed disks and paper records) incorporating stored programs and/or information thereon the property of the Insured or leased hired or rented to the Insured

### Accident

- a) **Damage** to Computer Equipment Auxiliary Equipment or Computer Media
- b) the failure or fluctuation of supply of electricity to the Computer Equipment or Auxiliary Equipment
- c) the failure of any telecommunication system linked to the Computer Equipment
- d) physical loss of or **Damage** to property in the vicinity of the Computer Equipment or the situation specified or the exercise by any public or Police Authority of its powers for the sole purpose of safeguarding life or property which prevents access to or use of the Computer Equipment by the Insured
- e) erasure destruction corruption or distortion of software contained or data stored on fixed disks or Computer Media

### Approved Maintenance Agreement

An agreement which provides on-call remedial maintenance encompassing free repair or replacement in the event of breakdown arising out of normal use. The Insured shall supply to the Insurer a copy of such agreement on request.

### Limit of Indemnity

The amount of liability under this Policy shall not exceed in addition to the amounts stated on the Extensions the Sums Insured stated in the Schedule

Payment of a claim made under this Policy shall not reduce the Sums Insured except upon written notice by the Insurer to the contrary

Provided that

- a) the Insured shall where the payment exceeds €13,000 pay such additional premium as may be required by the Insurer
- b) the Insured shall take immediate steps to comply with any requirements of the Insurer relating to amendments to the protections of the property Insured

## Extensions of Cover (Item 1)

The insurance by Item 1 of this Section is extended to cover

### Transit

Computer Equipment whilst in transit and whilst at any situation in the world other than the situation specified in the Schedule

Provided that the amount payable under Item 1 of this Section shall not exceed

- a) €6,500 in respect of each occurrence of theft
- b) €32,500 in respect of any one occurrence

### Debris Removal

The costs and expenses necessarily and reasonably incurred in

- a) removing debris
- b) dismantling and/or demolishing
- c) shoring up or propping and fencing off

following **Damage** covered by Item 1

Provided that the amount payable in respect of any one occurrence shall not exceed ten per cent (10%) of the cost of such **Damage** or €32,500 whichever is the lesser amount

### Investigation Costs

The costs (including cost of consultants' fees) incurred with the prior consent of the Insurer of conducting investigations and tests in respect of possible repair (whether or not successful) replacement or restoration following loss or **Damage** covered by Item 1 of this Section

### Incompatibility of Computer Media

The cost of

- a) modification of the Computer Equipment or
- b) replacement of Computer Media together with the restoration of data or software on such media

whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment covered by Item 1 has resulted in undamaged Computer Media being incompatible with the replacement Computer Equipment

Provided that the amount payable shall not exceed in respect of any one occurrence twenty five per cent (25%) of the Sums Insured in respect of Sections 1 and 2 in the aggregate or €65,000 whichever is the lesser amount

### Recharging of Gas Cylinders

The cost of recharging gas cylinders installed solely for the protection of the property covered by Item 1 following accidental discharge

But excluding discharge arising

- a) during repairs or alterations to the building in which the cylinders are situated
- b) during installation repair removal alteration extension or testing of all or part of the gas flooding system
- c) during the operation of the gas flooding system with the intention of preventing or extinguishing fire

Provided that the amount payable in respect of any one occurrence shall not exceed €13,000

### Additional Equipment

Additions to the property Insured at the situation specified in the Schedule occurring during the Period of Insurance at no additional charge subject to the increase in Sum Insured under Item 1 in any one Period of Insurance not exceeding twenty per cent (20%) of the amount stated in the Schedule or €325,000 whichever is the lesser amount

### Temporary Repair/Repair Expediting

In respect of each claim for **Damage** to the property for which liability is admitted under this Policy the Insurer will subject to the Limit of Indemnity pay the reasonable cost of effecting temporary repair and of expediting permanent repair including overtime working and the use of express or other means of rapid transport provided that the cost does not exceed 50% of the normal cost of repair or €32,500 whichever is the lower

## Extensions of Cover (Item 2)

The insurance by Item 2 of this Section is extended to cover

### **Additional Lease**

Additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of the Computer Equipment by a new agreement for similar equipment in consequence of **Damage** covered by Item 1

Provided that

- a) the period in respect of which such charges shall be paid shall not extend beyond the expiry date of the original agreement
- b) the total additional charges payable in respect of any one occurrence shall not exceed €32,500

### **Accountants Fees**

Professional accountants' fees necessarily and reasonably incurred for producing any particulars or any other proofs information or evidence as may be required under the Claims Procedure Condition and reporting that such particulars are in accordance with the Insureds books of accounts or other business books or documents

Provided that the amount payable in respect of any one occurrence shall not exceed €32,500

## Exceptions to item 1

The Insurer shall not be liable under Item 1 of this Section in respect of

### **Breakdown**

**Damage** to any item of Computer Equipment or Auxiliary Equipment occasioned by its own breakdown unless there is in force an Approved Maintenance Agreement in respect of the item

### **Guarantee or Maintenance**

Loss or **Damage** for which

- a) any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- b) the Insured is relieved of responsibility under any rental hire or lease agreement

## Exceptions to item 2

The Insurer shall not be liable under Item 2 of this Section in respect of

### **Acts of Supply Authorities**

Any additional expenditure in consequence of a failure or fluctuation of the supply of electricity directly or indirectly due to

- a) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system or
- b) a scheme of rationing not necessitated by accidental damage to the supply authority's generating or supply equipment or
- c) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees

### **Acts of Telecommunication Authorities**

Any additional expenditure in consequence of a failure of any telecommunications system directly or indirectly due to

- a) a deliberate act of the telecommunication authority or the exercise by the telecommunications authority of its power to withhold or restrict operation of the system
- b) the inability of the telecommunications authority to maintain the system due to industrial action by any of its employees
- c) the use by the Insured of equipment which is not approved by the telecommunications authority
- d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- e) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

### **Unproven Software**

Any additional expenditure in consequence of the use by the Insured of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven

### **Incorrect Storage**

Any additional expenditure in consequence of failure to comply with manufacturers recommendations relating to storage of Computer Media

### **Time Limitation**

Any additional expenditure commencing more than twelve (12) months after the date on which the Accident manifests itself

## **General Exceptions Applying to the Computer Section**

The Insurer shall not be liable in respect of

### **Excess**

The amount stated on the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Section of the Policy

### **Theft from Premises**

Loss, **Damage** or additional expenditure by or in consequence of theft from any premises unless entry to or exit from such premises is by forcible and violent means

### **Property in Vehicles**

**Damage** to the property Insured and any additional expenditure in consequence thereof whilst such property is in a vehicle unless

- a) the property is securely mounted or kept in a suitable container in the vehicle
- b) the vehicle is in a locked garage when left unattended overnight
- c) the doors of the vehicle are locked and all its windows and other openings fully closed and property fastened when unattended
- d) the property is concealed from view in a locked boot in any unattended motor car

### **Inventory Losses**

Loss of the property Insured and any additional expenditure in consequence thereof by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property Insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Procedure Condition including reporting the matter to the Police Authority

### **Programming Errors or Design Defects**

- a) the costs of rectifying programming errors or design defects in software
- b) in respect of third party proprietary software only any additional expenditure in consequence of programming errors or design defects

This exception shall not apply to additional expenditure consequent upon erasure destruction corruption or distortion of other software caused by programming errors or design defects in third party proprietary software

### **Value of Data**

The value to the Insured of the data stored on Computer Equipment of Computer Media

### **Wear and Tear**

The cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation or scratching of painted or polished surfaces and any additional expenditure in consequence thereof

### **Wilful Act**

Loss or **Damage** caused by the wilful act or wilful neglect of the Insured

### **Pollution**

Loss or **Damage** caused by pollution or contamination other than loss of or **Damage** to the property Insured caused by pollution or contamination

### **Consequential Loss**

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein

## **Conditions Applying to the Computer Section**

### **Duplicate Records**

The Insured shall

- a) back-up data records no less frequently than once every seven days and store such back-up records away from the Situation
- b) retain duplicate records of software and store such duplicate records away from the Situation
- c) store all Computer Media in accordance with the manufacturers' recommendations

### **Renewal Requirement**

The Insured shall prior to each renewal date supply the Insurer with the total new replacement value at each Situation of Computer Equipment Auxiliary Equipment and Computer Media

## Claims Conditions Applying to the Computer Section

### 1. Other Insurance

The Insurer shall not be liable for any loss or **Damage** which at the time of the happening of such loss or **Damage** is Insured by or would but for the existence of this Section be Insured by any other Policy or policies except in respect of any excess beyond the amount which would have been payable under the Policy or policies had this insurance not been effected.

### 2. Control of Claims

The Insurer shall be entitled in the name of the Insured to take all necessary steps for enforcing any rights against any other party before or after meeting the Insured's claim and may at its discretion take over defend or settle any claim by a third party. The Insurer shall be given such information and assistance by the Insured as may be required.

### 3. Waiver of Subrogation Rights

Notwithstanding the 'Control of Claims' terms of Condition 2 above, the Insurer agrees to waive any subrogation rights against any holding company and/or subsidiary company of the Insured, and/or any company which is a subsidiary of a holding company where that holding company is also the holding company of the Insured, and/or any company whose activities are conducted and/or managed by the Insured in whole or in part and/or any regular shared time users of the Computer Equipment

Provided that

- a) the Insured does not receive any form of indemnity or damages or other compensation from such company and/or user
- b) any such company and/or user shall as though they were the Insured observe fulfil and be subject to the terms limitations and conditions of this Policy

### 4. Claims Settlement

The amount payable under Item 1 of this Section shall be the cost of reinstatement of the property lost or damaged

- a) Reinstatement shall mean:
  - (i) replacement of any item lost or damaged beyond repair by new property of equal performance and/or capacity or if such be impossible its replacement by new property having the nearest higher performance and/or capacity to the item lost or damaged
  - (ii) repair of any item otherwise damaged
- b) reinstatement shall be carried out without delay and in the most economical manner
- c) where any property is damaged or lost in part only the liability of the Insurer shall not exceed the cost of reinstatement had it been wholly lost
- d) no payment shall be made until reinstatement has been carried out
- e) the Sum Insured shall be the new replacement value of the property Insured
- f) if reinstatement is not carried out the amount payable shall be the cost of indemnifying the Insured provided such cost does not exceed the cost or reinstatement

The Insurer shall not be responsible for temporary repairs carried out without the consent of the Insurer and any consequences thereof nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair. Where loss or damage is confined to a part of a machine or structure the Insurer shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible. The Insured shall not be entitled to abandon any property to the Insurer whether taken into possession by the Insurer or not.

### 5. Average

If at the time of the loss or **Damage** the sum representing eighty-five per cent (85%) of the new replacement value of the property Insured exceeds the Sum Insured thereon the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable share of the loss or **Damage** accordingly.

For the purpose of this condition reference to the property Insured shall not include additional property for which insurance is provided by Item 1 Additional Equipment.

### 6. Supplementary Claims Charges

In connection with any claim for loss or **Damage** the Insured is entitled to recover Claims Charges supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the Sum Insured

# Employers' Liability Section

## Indemnity Provided

The Insurer will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay in respect of any claim for damages by an **Employee** for **Bodily Injury or Disease** caused during the Period of Insurance within the **Territorial Limits** and arising out of and in the course of his/her employment by the **Insured** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy

The Limit of Indemnity shall be inclusive of

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims
- (iii) solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Indemnity

### The Territorial Limits

Anywhere within Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with the **Insured** provided that the contract of service or apprenticeship was entered into in Ireland and the action for damages is brought against the **Insured** in a Court of Law in Ireland or any member country of the European Union

### Bodily Injury or Disease

Bodily Injury or Disease shall mean

- (i) bodily injury disease or illness
- (ii) wrongful arrest detention imprisonment or eviction of any **Employee** by the **Insured** up to a maximum Limit of Indemnity of €6,500 any one incident and €25,500 in the aggregate in any Period of Insurance. The Limit of Indemnity shall be inclusive of all costs and expenses

## Exceptions to the Employers' Liability Section

### 1. Offshore Installations

This Section does not indemnify the **Insured** in respect of any claim(s) for damages for **Bodily Injury or Disease** caused during any Period of Insurance and sustained by any **Employee**

- (a) on any offshore installation or support or accommodation vessel for any offshore installation  
or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation

### 2. Road Traffic Act Liability

This Section shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation

## Extensions to Employers' Liability Section

### **Indemnity to Principal**

Where any contract or agreement entered into by the **Insured** with any Public Authority Company Firm or Person (hereinafter called the Principal) so requires the Insurer will

1. indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement  
or
2. indemnify the Principal in like manner to the **Insured** in respect of the Principal's liability arising from the performance of such contract or agreement

but only so far as concerns liability as described in this Section to an **Employee** of the **Insured**

Provided always that

- (i) the Insurer shall not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (ii) the **Insured** shall have arranged with the Principal for the conduct and control of all claims to be vested in the Insurer
- (iii) the Principal shall as though he were the **Insured** observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply



# Public Liability Section

## Indemnity Provided

The Insurer will indemnify the **Insured** in respect of their legal liability for

- A** Accidental death or accidental **Bodily Injury or Disease**
- B** Accidental loss of or accidental damage to material property including consequential loss arising directly therefrom
- C** Accidental obstruction accidental trespass accidental nuisance or accidental interference with pedestrian road rail air or waterborne traffic

occurring during the currency of this Section within the **Territorial Limits** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Indemnity

### The Territorial Limits

Anywhere within the limits of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man and including non-manual work carried out during temporary visits elsewhere in connection with the **Business** by directors and **Employees** normally resident in and travelling from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man

### Products

Products shall mean any commodities or goods whether as a unit or part thereof or a thing in whole or in part (including packaging containers and labels) sold supplied manufactured hired out constructed erected installed treated repaired serviced processed stored handled transported or disposed of by or on behalf of the **Insured** or any structure constructed erected or installed or contract work executed by or on behalf of the **Insured** in the course of the **Business**

### Bodily Injury or Disease

Bodily Injury or Disease shall mean

- (i)** bodily injury disease or illness
- (ii)** wrongful arrest detention imprisonment or eviction of any person (other than any **Employee**) by the **Insured** up to a maximum Limit of Indemnity of €6,500 any one incident and €25,500 in the aggregate in any Period of Insurance. The Limit of Indemnity shall be inclusive of all costs and expenses

## Exceptions to Public Liability Section

The indemnity granted by this Section shall not apply to or include

- 1.** liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or mobile plant
  - (a)** which is licensed for road use  
or
  - (b)** for which compulsory motor insurance or security is required  
or
  - (c)** which is more specifically Insured

Provided always that this exception shall not apply in respect of

- (i)** liability not more specifically Insured under any other Policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- (ii)** the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically Insured or unless compulsory motor insurance or security is required
- (iii)** the unauthorised movement on the **Insured's** premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically Insured or unless compulsory motor insurance or security is required

2. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of craft designed to travel through air or space hovercraft or watercraft other than non-mechanically powered craft used on inland waterways
3. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
4. liability arising directly or indirectly from Products after they have ceased to be in the custody or control of the **Insured** other than food or beverages supplied by the **Insured** in connection with the **Business** for consumption at any premises where the **Insured** is carrying on the **Business** within the **Territorial Limits**
5. loss of or damage to that part of any property upon which the **Insured** or any servant or agent of the **Insured** is or has been working where the loss or damage is the direct result of such work
6. loss of or damage to property belonging to the **Insured** or held in trust by or borrowed rented leased or hired for use by the **Insured** but this exception shall not apply to the personal effects (including vehicles and their contents) of directors **Employees** and visitors for which the **Insured** is legally responsible
7. liability for damage to property or land or building or loss caused directly or indirectly by
  - (i) subsidence  
or
  - (ii) collapse  
or
  - (iii) removal or weakening of support
8. liability in respect of liquidated damages fines penalties aggravated exemplary or punitive damages
9. liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
10. liability arising directly or indirectly out of advice designs or specifications provided by the **Insured** for a fee or in circumstances where a fee would normally be charged
11. liability for death **Bodily Injury or Disease** sustained by any **Employee** whilst working for the **Insured** in connection with the **Business** where such death **Bodily Injury or Disease** arises out of and in the course of the employment
12. all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance  
  
All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place  
  
The liability of the Insurer for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule of this section of the Policy  
  
Provided always that the total liability of the Insurer to pay compensation shall not exceed the Limit of Indemnity stated in the Schedule of this section of the Policy  
  
For the purposes of this condition Pollution or Contamination shall be deemed to mean
  1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
  2. all loss or damage or **Bodily Injury or Disease** directly or indirectly caused by such Pollution or Contamination
13. any excess specified in the Schedule

## Extensions to Public Liability Section

### 1. Legal Costs

In addition to the indemnity provided by this Section the Insurer will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer

### 2. Additional Benefit

In addition the Insurer will pay solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

### 3. Indemnity to Principal

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will at the request of the **Insured** indemnify the said Public or Local Authority or Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

### 4. Tenants' Liability

Notwithstanding anything to the contrary contained in Exception 6 and subject otherwise to the terms limitations and conditions of this Section it is agreed that the exception shall not apply in the event of accidental loss or accidental damage to premises (or any fixtures and fittings or other contents therein) hired rented leased or lent to the **Insured**

Provided always that

- (a) this extension shall not apply to liability in respect of such loss or damage if the liability is assumed by the **Insured** under a tenancy or other agreement and would not have attached in the absence of such agreement
- (b) the Insurer shall not be liable for the first €625 of such loss or damage under this extension

### 5. Cross Liabilities

Where there is more than one party named as the **Insured** in the Schedule this Section will apply separately to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured** and the Insurer agrees to waive all rights of subrogation against any of these parties

### 6. Personal Liability

At the request of the **Insured** this Policy shall apply to the personal liability of any director or **Employee** of the **Insured** or any member of the family of such director or **Employee** whilst accompanying such director or **Employee** during temporary visits anywhere in the world in connection with the **Business** of the **Insured**

provided always that

- (a) this Extension shall not apply to liability more specifically Insured under any other insurance
- (b) any person indemnified under this Extension shall as though he were the **Insured** observe fulfil and be subject to the terms limitations and conditions of the Policy
- (c) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims

### 7. Liability for Buildings Temporarily Occupied

Where buildings (other than buildings comprising the Works) are temporarily occupied by the **Insured** for the purposes of carrying out work therein or thereon the Insurer will provide indemnity against legal liability in respect of accidental loss of or damage to such buildings or their contents occurring during the **Insured's** occupancy

Provided that such buildings are not owned leased hired or rented by the **Insured** or any sub-contractor acting for or on behalf of the **Insured**

# Products Liability Section

## Indemnity Provided

The Insurer will indemnify the **Insured** in respect of their legal liability for

- A** Accidental death or accidental **Bodily Injury or Disease**
- B** Accidental loss of or accidental damage to material property including consequential loss arising directly therefrom

occurring within the **Territorial Limits** during the currency of this Section and caused by **Products**

The liability of the Insurer for all compensation payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Indemnity

### The Territorial Limits

Anywhere in the world in respect of **Products** supplied in or from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man Provided always that the action for damages is brought against the **Insured** in a Court of Law in Ireland or any member country of the European Union

### Products

**Products** shall mean any commodities or goods whether as a unit or part thereof or a thing in whole or in part (including packaging containers and labels) sold supplied manufactured hired out constructed erected installed treated repaired serviced processed stored handled transported or disposed of by or on behalf of the **Insured** or any structure constructed erected or installed or contract work executed by or on behalf of the **Insured** in the course of the **Business**

### Bodily Injury or Disease

Bodily Injury or Disease shall mean

- (i) bodily injury disease or illness
- (ii) wrongful arrest detention imprisonment or eviction of any person (other than any **Employee**) by the **Insured** up to a maximum Limit of Indemnity of €6,500 any one incident and €25,500 in the aggregate in any Period of Insurance. The Limit of Indemnity shall be inclusive of all costs and expenses

## Exceptions to Products Liability Section

The indemnity granted by this Section shall not apply to or include

1. (a) replacing reinstating rectifying repairing or recalling any **Products**  
(b) guaranteeing the performance of any **Products**
2. liability arising from any **Products**
  - (a) which at the time of the contract of sale or supply are knowingly
    - (i) sold or supplied for use in any aircraft spacecraft hovercraft watercraft or mechanically propelled vehicle
    - (ii) exported to the United States of America or Canada
  - (b) in the custody or control of the **Insured**
3. liability in respect of liquidated damages fines penalties aggravated exemplary or punitive damages
4. liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
5. liability arising directly or indirectly out of advice designs or specifications provided by the **Insured** for a fee or in circumstances where a fee would normally be charged
6. liability for death **Bodily Injury or Disease** sustained by any **Employee** whilst working for the **Insured** in connection with the **Business** where such death **Bodily Injury or Disease** arises out of and in the course of the employment
7. all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

The liability of the Insurer for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule of this section of the Policy

Provided always that the total liability of the Insurer to pay compensation shall not exceed the Limit of Indemnity stated in the Schedule of this section of the Policy

For the purposes of this condition Pollution or Contamination shall be deemed to mean

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss or damage or **Bodily Injury or Disease** directly or indirectly caused by such Pollution or Contamination
8. any excess specified in the Schedule

## Extensions to Products Liability Section

### 1. Legal Costs

In addition to the indemnity provided by this Section the Insurer will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer

### 2. Additional Benefit

In addition the Insurer will pay solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

### 3. Indemnity to Principal

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will at the request of the **Insured** indemnify the said Public or Local Authority or Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

### 4. Cross Liabilities

Where there is more than one party named as the **Insured** in the Schedule this Section will apply separately to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured** and the Insurer agrees to waive all rights of subrogation against any of these parties

## Extension Applicable to Employers' Liability, Public Liability and Products Liability Sections of the Policy

### Safety Health and Welfare at Work Act 2005

This Policy subject to its terms and limitations extends to indemnify the **Insured** or any director or **Employee** of the **Insured** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurer's consent to act for or on behalf of the **Insured** or any director or **Employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act 2005 (or any amendment or replacement thereof) committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such director or **Employee** or the **Insured** arising from such proceedings

Provided always that

- (1) This extension shall apply only to proceedings brought in a Court of Law in Ireland
- (2) The Insurer will be under no liability
  - (a) where the **Insured** or any director or **Employee** is **Insured** by any other Policy
  - (b) where the criminal charge is in respect of any deliberate or intentional criminal act of the **Insured** or any director or **Employee**
  - (c) in respect of legal fees and expenses which the **Insured** or any director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **Employee**
  - (d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
  - (e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- (3) The **Insured** or any director or **Employee** shall give to the Insurer immediate notice of any summons or other process served upon the **Insured** or any director or **Employee** and of any event that may give rise to proceedings against the **Insured** or any director or **Employee**

# Customer Information

## **Arson prevention**

Each year insurance companies pay out in excess of €13m in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:

- Premises being extensively damaged or destroyed
- People being seriously injured or even killed
- Businesses bankrupted.

Buildings can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone you don't recognise.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from buildings or perimeter fences.
- Hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.

## Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to [customer-care@zurich.ie](mailto:customer-care@zurich.ie).
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
  - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).
  - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.



# Data Protection

Zurich Insurance plc ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/ comply with our legal obligations.

**Note:** If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

## Data collected from third parties

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

## What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

#### **Sharing of Data**

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

### **Data Retention**

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

### **Automated Decision Making and Profiling**

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

### **Data subject rights**

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

### **Privacy Policy**

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

**Zurich Insurance plc**

Zurich House, Ballsbridge Park, Dublin 4, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: [www.zurich.ie](http://www.zurich.ie)

Zurich Insurance plc is regulated by the  
Central Bank of Ireland.

