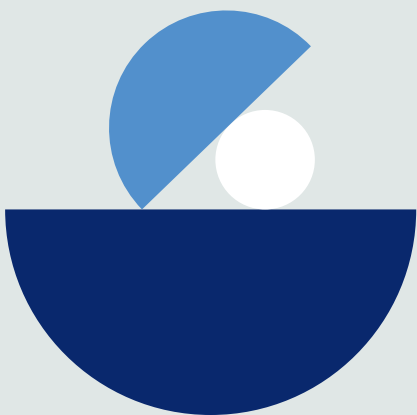




# Tradestar Office Insurance

Policy Document



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# The Contract of Insurance

## Zurich Tradestar Office Policy

The Policy, Schedule and any endorsements should be read as if they are one document.

The Policy is a contract between **you** and **us**.

**We** will insure **you** under those sections shown in the Schedule during any Period of Insurance for which **we** have accepted your premium provided all the terms and conditions of the Policy are kept.

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 your right 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 set out in each section of the Policy; and the Retention memorandum under Section A - Buildings of the Policy.

**We** have agreed to provide Policy cover, and have calculated the applicable premium, based on information provided by **you** or on your behalf including but not limited to:

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

This is a legal document and should be kept in a safe place.

## Meaning of words

Certain words in the Policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help **you** identify these words in the Policy **we** have printed them in **bold** letters throughout.

### Average

If, at the time of the **damage**, the sum insured is less than the full reinstatement value of the property insured the amount **we** will pay will be reduced in proportion to the amount of the underinsurance.

### Building(s)

The **building(s)** of the **premises** being built of bricks, stone or concrete and roofed slates, non combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non combustible mineral ingredients comprising:

- the office and residential accommodation and any outbuildings used in connection with the **business** or for domestic purposes but excluding signs, glass in windows and doors and fixed sanitary ware except as provided for elsewhere in this Policy.
- walls, gates and fences around the **building(s)** and belonging to them.
- landlord's fixtures and fittings.
- underground pipes and cables for which **you** are responsible.

### Business

The **business** shown in the Schedule including the provisions and management of canteen, social, sports and welfare organisations for the benefit of your **employees** and first aid, fire and ambulance services.

### Consequential Loss

The amount of loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of the **damage** in accordance with the terms contained in section C of the Policy.

### Continuing Restrictive Condition

Any condition in this Policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires **you** 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).

### Damage or Damaged

Loss, destruction or **damage**.

### Employee (This meaning does not apply to section E)

- Any of the following people working for **you** in connection with your **business**
- Anyone who has entered into or works under a contract of service or apprenticeship with **you**, provided a proper wages book is kept which includes each **employee** and each **employee** is registered for P.A.Y.E. and P.R.S.I.
- Any labour only subcontractor or anyone employed by them
- Any self-employed person
- Anyone who is engaged under a Work Experience Scheme or similar scheme
- Anyone who is hired or borrowed by **you** working for **you** in connection with the **business**.

### Excess

Where an **excess** is shown in the Schedule, any section of this Policy or any endorsement attached to the Policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property after all other terms and conditions have been applied.

### Premises

The **building(s)** and the land within the boundaries belonging to them.

### We, Us, Our

Zurich Insurance Europe AG.

### You

The person, people or the company shown in the Schedule as the Insured.

## Section A – Buildings

What is insured	What is not insured
<p>1. The <b>building(s)</b> are insured against <b>damage</b>.</p>	<p>Your attention is drawn to the General Exclusions and General Conditions detailed on pages 32 to 40 of the Policy.</p>
<p>2. Rent Receivable</p> <p>If the <b>building(s)</b> is made uninhabitable by <b>damage</b> which is insured by this section, <b>we</b> will pay for loss of rent, until the <b>building(s)</b> is repaired or reinstated.</p> <p>The most <b>we</b> will pay is 15% of the sum insured on <b>building(s)</b>. The work of repair or reinstatement must be done without delay.</p>	
<p>3. Property Owners Liability</p> <p>Any amounts which <b>you</b>, as owner of the <b>premises</b> become legally liable to pay as compensation for an accident occurring during the Period of Insurance, which causes accidental death or accidental personal injury to a person or accidental <b>damage</b> to material property.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>• arising from an agreement which imposes a liability which <b>you</b> would not otherwise have been under.</li> <li>• arising from the occupation of the <b>premises</b>.</li> <li>• for <b>damage</b> to property owned or held in trust by <b>you</b> or in your custody or control.</li> <li>• for <b>bodily injury</b> sustained by any <b>employee</b>.</li> <li>• for the cost of remedying any defect or alleged defect in the <b>premises</b>.</li> <li>• in respect of claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition.</li> </ul>
<p><b>Bodily Injury</b></p> <p>Bodily Injury shall mean:</p> <ul style="list-style-type: none"> <li>• Bodily Injury, disease or illness</li> <li>• Wrongful arrest, detention, imprisonment or eviction of any person other than any <b>employee</b> by <b>you</b> up to a maximum limit of Liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses.</li> </ul>	
<p><b>Limit of Liability</b></p> <p>The most <b>we</b> will pay for any claim or claims arising from any one event is €2,600,000 plus costs agreed by <b>us</b> in writing.</p>	
<p><b>Discharge of Liability</b></p> <p><b>We</b> may discharge <b>our</b> liability to <b>you</b> in respect of any claim by paying to <b>you</b> or on your behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If <b>we</b> opt to discharge <b>our</b> liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event <b>we</b> will pay the balance of the maximum amount to <b>you</b> or on your behalf. <b>We</b> will also pay legal costs incurred prior to the date of such payment.</p>	

What is insured	What is not insured
<p>4. <b>Glass</b></p> <p>Accidental breakage of fixed plain plate and sheet glass in the windows and doors and fixed sanitary ware for which <b>you</b> are responsible in the office <b>premises</b>.</p> <p>The most <b>we</b> will pay is the cost of replacing broken glass with glass of similar quality or the cost of replacing fixed sanitary ware.</p> <p>We will also pay up to a maximum of €650 for:</p> <ul style="list-style-type: none"> <li>• the cost of boarding up until the broken glass is replaced.</li> <li>• rectifying of Alarm System.</li> <li>• stained Glass.</li> <li>• <b>damage</b> of frames and framework of any description and the cost of removing or replacing any <b>trade contents</b> which may have to be removed to replace the glass.</li> <li>• Silvering, lettering, bending or ornamental glass.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Damage</b> resulting from repairs or alterations to the <b>premises</b>.</li> <li>• Breakage of cracked or scratched glass.</li> <li>• In respect of any <b>building</b> empty or not in use.</li> </ul>

## Additional Covers

What is insured	What is not insured
<p><b>1. Damage</b> caused by Emergency Services</p> <p><b>Damage</b> caused to lawns, paths and gardens by the movement of emergency service vehicles occurring within the confines of the site on which the <b>building(s)</b> stands.</p>	Any amount in excess of €1,300.
<p><b>2. Fire Brigade Charges</b></p> <p>The cover provided by this Policy is extended to include cover for charges that are levied by a fire authority in accordance with the Fire Services Act 1981 or any subsequent amendments in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Policy in circumstances which have given rise to, or would have given rise to <b>damage</b> arising from a cause which is not an excluded cause.</p>	Any amount in excess of €6,500.
<p><b>3. Landscaping Damage</b></p> <p>Damage to lawns, trees, plants and shrubs as a result of Fire, Riot, Civil Commotion and Malicious Damage occurring within the confines of the site on which the <b>building(s)</b> stand.</p>	Any amount in excess of €6,000 unless the <b>buildings</b> are <b>damaged</b> at the same time and by the same cause.
<p><b>4. Replacement of Locks</b></p> <p><b>We</b> will pay for the necessary replacement of locks following the loss of keys to the <b>building(s)</b> or to any safe or strongroom in the <b>building(s)</b> by stealing from:</p> <ul style="list-style-type: none"> <li>• The <b>building(s)</b></li> <li>• The home of any <b>employee</b> or Director provided that if the keys are to a safe, they are not left in the <b>building(s)</b> overnight.</li> </ul>	Any amount in excess of €650.
<p><b>5. Trace and Access (Water and Oil)</b></p> <ul style="list-style-type: none"> <li>• In addition to cover provided under Section A Buildings for both Water and Oil leakage, <b>we</b> will also pay for costs incurred in locating the source of the <b>damage</b> to the <b>buildings</b>.</li> </ul>	<b>Damage</b> in respect of any <b>building(s)</b> which is empty or not in use. Any amount in excess of €12,750 incurred in locating the source of the <b>damage</b> in any one period of insurance.

## Memoranda

### 1. Additional Costs

**We** will pay the necessary and reasonable expenses that **you** incur in repairing or reinstating the **building(s)** following **damage** insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others.
- the cost of clearing the site and making it and the **premises** safe.
- the cost of complying with any government or local authority requirement following **damage** unless **you** were given notice of the requirement before the **damage**.

**We** will not pay:

- fees for preparing a claim under this section.
- for the cost of undamaged parts of the **building(s)** (except the foundations of the **damaged** parts)
- the cost of work stipulated in any notice already served upon **you**.
- for costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent.
- for costs or expenses arising from pollution or contamination of property not insured by this Policy.
- any rate, tax or other charge arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any Public Authority, Regulation or Bye-Law.

### 2. Automatic Reinstatement of the Sum Insured

**We** will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary provided that **you**:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the **building(s)** as **we** may require.
- The most **we** will reinstate in any one Period of Insurance is the sum insured.

### 3. Average

The sum insured under each **building** is separately subject to **average**.

### 4. Excess

The **excess** applicable under this section is shown in the Schedule attached to this Policy.

### 5. Inflation Protection

To protect **you** from the effects of inflation, **we** will automatically increase the sum insured each year. **We** will work out the renewal premium on the revised sum insured.

### 6. Joint Interest Clause

If **you** are selling your **building** **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the Policy.

### 7. Limits

The most **we** will pay for **damage** to the **building(s)**, including additional costs, is the sum insured under Section A.

### 8. Mortgagees Clause

If the **building(s)** are mortgaged, the interest of the mortgagee in this insurance will not be prejudiced by any act or neglect of the mortgagor or occupier of the **building(s)** insured by this Policy which increases the risk of **damage** without the authority or knowledge of the mortgagee provided that the mortgagee on becoming aware of an increase in the risk of **damage** advises **us** immediately and pays an additional premium if required.

### 9. Pollution & Contamination Clause – Special Condition applying to Section A

**Damage** caused by pollution or contamination is not insured except (unless otherwise excluded) **damage** to the property insured caused by:

- pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal.
- any of the perils listed above which itself results from pollution or contamination.



#### **10. Retention**

Where **we** pay the costs of repair or reinstatement under Section A - Buildings, **we** 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 **you** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **you** 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.

#### **11. Settling Claims**

**We** will pay the full cost of repair or reinstatement of the damaged part of the **building(s)** provided that the work is done without delay or at our option **we** will arrange for the work to be carried out. However, **we** will take off an amount for wear and tear if the **building(s)** are in a poor state of repair or decoration.

**We** will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **building(s)** when new.

**Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from pages 32 to 40 of the Policy.**

# Section B – Contents

## Meaning of Words

### Contents

1. Office contents including:

- fixtures, fittings and external signs
- telephone and telex installations
- your personal belongings or those of your **employees**, Directors or visitors. The most **we** will pay is €650 any one person
- tenant's improvements and decorations
- works of art. The most we will pay is €1,300 any one piece
- wines, spirits, cigarettes and tobacco held for Directors entertainment purposes only. The most we will pay is €625

2. Trade samples and goods held in trust all contained in the **building(s)** and belonging to **you** or for which in **you** are legally liable.

The following property is not included as

### Contents

- landlord's fixtures and fittings
- motor vehicles, watercraft, aircraft and accessories
- livestock
- precious metals and alloys except cutlery, table accessories or trophies
- jewellery, precious stones, furs, drugs and explosives
- travel, theatre and lottery tickets, bonds, promissory notes, securities, medals, coins or stamps forming part of a collection
- cash, cheques, stamps or banknotes except as provided for elsewhere in this section
- glass except as provided for elsewhere in this section
- property more specifically insured.

Other words with special meanings in this section are defined on page 4.

They are: **average**, **building(s)**, **business**, **damage**, **employee**, **excess**, **premises**, **us**, **we**, **our** and **you**.

What is insured	What is not insured
<p><b>1. Damage</b></p> <ul style="list-style-type: none"> <li>to the <b>contents</b></li> <li>to the <b>building(s)</b> by stealing or of attempted stealing for which <b>you</b> are legally responsible.</li> </ul>	<p>Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from pages 32 to 40 of the Policy.</p>
<p><b>2. Glass</b></p> <p>Accidental breakage of fixed glass for which <b>you</b> are legally responsible at the <b>premises</b>.</p> <p>The most <b>we</b> will pay is the cost of replacing broken glass with glass of similar quality.</p> <p><b>We</b> will also pay up to a maximum of €650 for:</p> <ul style="list-style-type: none"> <li>the cost of boarding up until the broken glass is replaced.</li> <li>Rectifying of Alarm System.</li> <li>Stained Glass.</li> <li><b>Damage</b> of frames and framework of any description and the cost of removing or replacing any <b>trade contents</b> which may have to be removed to replace the glass.</li> <li>Silvering, lettering, bending or ornamental glass.</li> </ul>	<p>Breakage of cracked or scratched glass.</p> <p><b>Damage</b> resulting from repairs or alterations to the <b>premises</b>.</p> <p><b>Damage</b> in respect of any <b>building(s)</b> empty or not in use.</p>
<p><b>3. Sanitary Ware</b></p> <p>Accidental breakage of fixed sanitary ware.</p>	<p><b>Damage</b> resulting from repairs or alterations to the <b>premises</b>.</p>
<p><b>4. Rent Payable</b></p> <p>If the <b>building(s)</b> is made uninhabitable by <b>damage</b> which is insured by this section, <b>we</b> will pay for rent that <b>you</b> are liable to pay until the <b>building(s)</b> is repaired or reinstated. The most <b>we</b> will pay is 25% of the sum insured by item 1 of section B as specified in the Schedule as applying to the damaged <b>building(s)</b>.</p>	

## 5. Money

### Meaning of Words

#### Money

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, luncheon vouchers, trading stamps, credit card sales vouchers, consumer redemption vouchers and gift tokens accepted by **you** and VAT purchase invoices, all pertaining to the **business** for the purpose of your **business**.

#### Business Hours

Any time when **you** or any of your **employees** or Directors with responsibility for **money** are in the business portion of your **premises** for the purpose of your **business**.

What is insured	What is not insured
<p><b>Money</b></p> <p>Physical <b>damage</b> to:</p> <ul style="list-style-type: none"> <li>• <b>money</b></li> <li>• safes or strongrooms which normally contain <b>money</b> caused by stealing or attempted stealing</li> </ul> <p>Within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland</p> <p>Provided that:</p> <p>a) whenever the <b>building(s)</b> are unattended any safe containing <b>money</b> is securely locked and all keys to that safe are removed from the <b>premises</b> or kept on your person or one of your <b>employees</b></p> <p>b) <b>you</b> keep a complete record of <b>money</b> in transit and on your <b>premises</b> and deposit that record in a secure place other than a safe or strongroom containing <b>money</b>.</p>	<p>Loss from any unattended road vehicle.</p> <p><b>Damage</b> caused by or due to:</p> <ul style="list-style-type: none"> <li>• the dishonest acts of any <b>employee</b> not discovered within 14 days of the occurrence.</li> <li>• clerical or accounting errors.</li> </ul>

### Limits

The most **we** will pay is listed as follows:

For **money** in the form of crossed cheques, postal orders, crossed banker's drafts, credit card sales vouchers, unused units in postage stamp franking machines and VAT purchase invoices €325,000.

For money in any other form:	
(i) in transit by <b>you</b> or your <b>employees</b> as per custodian clause	€4,000
(ii) in transit by post (but no more than €7 per packet while in transit by unregistered post)	€2,000
(iii) in any bank night safe	€4,000
(iv) in your <b>premises</b> during <b>business hours</b>	€4,000
(v) in your <b>premises</b> during <b>business hours</b> while unattended and not in a locked safe or strongroom	€325
(vi) in your <b>premises</b> outside <b>business hours</b> in a locked safe or strongroom	€2,000
(vii) in your <b>premises</b> outside <b>business hours</b> not in a locked safe or strongroom	€325
(viii) in your home or that of any authorised <b>employee</b>	€650
(ix) elsewhere	NIL

## Custodian Clause

It is a condition that **money** 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.

**Please refer to your own Policy and Schedule for your specific money limit.**

For money in any other form:	Custodian(s)
Up to but not exceeding €4,000	In <b>custody</b> of at least <b>one</b> fully responsible able bodied person.
Exceeding €4,000 but not exceeding €8,000	In <b>custody</b> of at least <b>two</b> fully responsible able bodied persons.
Exceeding €8,000 but not exceeding €13,000	In <b>custody</b> of at least <b>three</b> fully responsible able bodied persons. No one person to carry more than €4,000 unless an approved security carrying bag is used.

What is insured	What is not insured
<p><b>6. Malicious Attack</b></p> <p><b>We</b> will pay the sum or sums set out in the Table of Benefits shown below if <b>you</b> or any the <b>employee</b> sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal <b>money</b> or <b>contents</b> provided that:</p> <ul style="list-style-type: none"> <li>• <b>you</b> or any <b>employee</b> is engaged on your <b>business</b> at the time of the attack.</li> <li>• the <b>money</b> or <b>contents</b> are insured under the Policy.</li> <li>• under benefit E <b>we</b> will not pay the benefit for more than 104 weeks.</li> <li>• <b>we</b> will only pay a benefit if death or disablement occurs within twelve months of the date of injury.</li> <li>• if <b>we</b> are satisfied that disability under benefit E is permanent, benefit D shall become payable when benefit E is exhausted. Except for this, <b>we</b> will not pay more than one benefit for the same accident.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>We</b> will not pay for more than one benefit for same period of time.</li> <li>• No benefit shall be paid until its entire amount has been agreed.</li> <li>• Prolonged or complicated by any pre-existing physical weakness, defect or disease or by any previously sustained injury.</li> </ul>

## Table of Benefits

If you or any **employee** sustains bodily injury by violent, external and visible means which is the only and direct cause of:

A	Death	€20,000
B	Total loss of one or more limbs	€20,000
C	Permanent total loss of sight of one or both eyes	€20,000
D	Permanent total inability to attend to any occupation or <b>business</b>	€20,000
E	Temporary total inability to attend to the usual occupation or <b>business</b>	Normal weekly wage or salary up to €260

If any clothing or personal belongings of **you** or an **employee** are **damaged** as a result of malicious attack by anyone attempting to steal **money** or **contents**, **we** will pay for that loss.

The most **we** will pay for any one person is €325.

## Additional Cover

What is insured	What is not insured
<p><b>1. Fire Brigade Charges</b></p> <p>The cover provided by this Policy is extended to include cover for charges that are levied by a fire authority in accordance with the Fire services act 1981 or any subsequent amendments in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Policy in circumstances which have given rise to, or would have given rise to <b>damage</b> arising from a cause which is not an excluded cause.</p>	<p>Any amount in excess of €6,500</p> <p>This cover is excluded if Section A Buildings is operative.</p>
<p><b>2. Property Temporarily Removed</b></p> <p><b>We</b> will pay for <b>damage</b> to</p> <ul style="list-style-type: none"> <li>• office machinery and equipment belonging to <b>you</b> or for which <b>you</b> are legally responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. The most <b>we</b> will pay is 15% of the sum insured by item 1 of section B as specified in the Schedule.</li> <li>• plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to <b>you</b> or for which <b>you</b> are legally responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including whilst in the post. The most <b>we</b> will pay is 15% of the sum insured by item 1 of section B as specified in the Schedule or €1,275 whichever is less.</li> </ul>	
<p><b>3. Replacements of locks</b></p> <p><b>We</b> will pay for the necessary replacement of locks following the loss of keys to the <b>building(s)</b> or to any safe or strongroom in the <b>building(s)</b> by stealing from:</p> <ul style="list-style-type: none"> <li>• the <b>building(s)</b></li> <li>• the home of any <b>employee</b> or Director.</li> </ul> <p>Provided that if the keys are to a safe, they are not left in the <b>building(s)</b> overnight.</p>	<p>Any amount in excess of €650.</p>

## Memoranda

### 1. Automatic Reinstatement of the Sum Insured

**We** will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give written notice to the contrary provided that:

- **you** pay the appropriate additional premium
- **you** take immediate steps to carry out any amendments in the protections of the **premises** that **we** may require.

The most **we** will reinstate in any one Period of Insurance is the sum insured.

### 2. Average

The sums insured by this section are subject to **average**.

### 3. Burglar Alarm Condition

It is a condition in respect of Stealing or attempted Stealing that:

- The Burglar Alarm installed in accordance with the specification is put into full and effective operation at night and whenever the business portion of the **premises** are closed for business or left unattended.
- **We** will not regard the Burglar Alarm as effective if the specification provides for a 999, direct line or central station warning system and **you** have had notice for the withdrawal of the Garda Síochána, telephone or central station service and such service has actually been withdrawn.
- The Burglar Alarm is maintained by an installer approved by **us**.
- All keys of the **premises**, the Burglar Alarm and of any safes or strongrooms are removed from the **premises** at night and whenever the **premises** are closed for business or left unattended. Where **you** or one of your **employees** occupy part of the **premises** for residential purposes the keys must be removed from the business part of the **premises**.
- If circumstances should arise which render **you** unable to comply with any part of this condition **you** should contact **us** immediately to see if help can be given to obtain reinstatement of cover. Breach of this condition shall only invalidate claims in respect of the **premises** at which the breach has occurred.

### 4. Debris Removal Costs

**We** will pay for costs and expenses incurred for removing debris of the **contents** following **damage** which is insured by this section.

**We** will not pay for:

- costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent
- costs or expenses arising from pollution or contamination of property not insured by this Policy.

### 5. Excess

The **excess** applicable under this section is shown in the Schedule attached to the Policy.

### 6. Inflation Protection

To protect **you** from the effects of inflation **we** will automatically increase the sum insured each year. We will work out the renewal premium on the revised sum insured.

### 7. Limits

The most **we** will pay under any item is the sum insured applicable to that item.

### 8. Pollution and Contamination Clause – Special Condition applying to Section B 1-6

**Damage** caused by pollution or contamination is not insured except (unless otherwise excluded) **Damage** to the property insured by:

- pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- any of the perils listed above which itself results from pollution or contamination.

### 9. Settling Claims

In the event of **damage** which is insured by this section to the property insured:

- by Item 1 of section B **we** will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred. If the property has not been maintained in good repair **we** will make a deduction for deterioration. **We** will not pay any costs in connection with producing information to be recorded in documents, manuscripts, business books or computer system records.
- by item 2 of section B **we** will indemnify **you** either by payment, repair or at **our** option, reinstatement.
- **we** will note the interest of parties supplying property to **you** under a hiring, leasing or similar agreement once the nature and extent of any interest is disclosed by **you**.



## Section B Contents continued – Liability Cover

What is insured	What is not insured
<p><b>7. Tenant's Liability</b></p> <p>This does not apply if <b>you</b> are the owner of the <b>building(s)</b></p> <p>Your legal liability as tenant for:</p> <ul style="list-style-type: none"> <li>• <b>damage</b> to the <b>building(s)</b> or to landlord's fixtures and fittings directly caused by any of the events insured by section B.</li> <li>• the cost of repairing accidental <b>damage</b> to underground pipes, drains and cables on the <b>premises</b>.</li> </ul> <p>The most <b>we</b> will pay is 15% of the sum insured by item 1 of section B.</p>	
<p><b>8. Employer's Liability</b></p> <p>Your legal liability for <b>bodily injury</b> sustained by any <b>employee</b> which arises out of and in the course of his/her employment by <b>you</b> in connection with your <b>business</b>.</p> <p>In addition, the cover provided is extended to include your legal liability for <b>bodily injury</b> sustained by any <b>employee</b> involved in the general maintenance and repair of the <b>building(s)</b> insured by this Policy.</p> <p><b>We</b> will pay, subject to the limit of liability:</p> <ul style="list-style-type: none"> <li>• all sums <b>you</b> become legally liable to pay for any claim for damages settled or defended with <b>our</b> consent</li> <li>• claimant's costs and expenses</li> <li>• all costs and expenses <b>you</b> incur with <b>our</b> consent in defending any claim for damages</li> </ul> <p>Provided that the <b>bodily injury</b> is caused:</p> <ul style="list-style-type: none"> <li>• during the Period of Insurance</li> <li>• within the Republic of Ireland or elsewhere in the world where your <b>employees</b> are on temporary visits on your <b>business</b> provided that they are normally resident in the Republic of Ireland.</li> </ul>	<p>Any Liability:</p> <ul style="list-style-type: none"> <li>• arising out of manual work by <b>you</b> or any of your <b>employees</b></li> <li>• which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.</li> <li>• in respect of claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition.</li> </ul>
<p><b>Bodily Injury</b></p> <p>Bodily Injury shall mean:</p> <ul style="list-style-type: none"> <li>• Bodily Injury, disease or illness</li> <li>• Wrongful arrest, detention, imprisonment or eviction of any <b>employee</b> by <b>you</b> up to a maximum limit of Liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses.</li> </ul>	

What is insured	What is not insured
<p><b>Limit of Liability</b></p> <p>The most <b>we</b> will pay in respect of any one claim against <b>you</b> or by <b>you</b> or series of claims against <b>you</b> or by <b>you</b> arising out of one cause is €13,000,000.</p> <p>The amount shall be inclusive of:</p> <ul style="list-style-type: none"> <li>(i) all legal costs and other expenses incurred by any claimant or claimants.</li> <li>(ii) all legal costs and other expenses incurred in defending any claim or claims.</li> </ul> <p>Where <b>we</b> agree to indemnify more than one party then nothing in this Policy shall increase <b>our</b> liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p>	
<p><b>Discharge of Liability</b></p> <p><b>We</b> may discharge <b>our</b> liability to <b>you</b> in respect of any claim by paying to <b>you</b> or on your behalf the maximum amount payable in respect of any one claim against <b>you</b> or by <b>you</b> or series of claims against <b>you</b> or by <b>you</b> arising out of one cause.</p> <p>If <b>we</b> opt to discharge <b>our</b> liability in this way and have made previous payments in respect of the claim against <b>you</b> or by <b>you</b> or series of claims against <b>you</b> or by <b>you</b> arising out of one cause <b>we</b> will pay the balance of the maximum amount to <b>you</b> or on your behalf.</p>	
<p><b>9. Public Liability</b></p> <p>Your legal liability for:</p> <ul style="list-style-type: none"> <li>• <b>accidental death or accidental bodily injury</b> to any person</li> <li>• accidental <b>damage</b> to material property</li> <li>• accidental obstruction, accidental trespass, accidental interference with pedestrian, road, rail, air or waterborne traffic</li> </ul> <p>occurring during the Period of Insurance within the Republic of Ireland in connection with your <b>business</b></p>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>• for accidental death or accidental <b>bodily injury</b> sustained by any <b>employee</b> or Director in the course of his/her employment by <b>you</b> in connection with your <b>business</b>.</li> <li>• arising from professional advice given by <b>you</b> for a fee or in circumstances where a fee would normally be charged.</li> <li>• arising from treatment or the dispensing of medicines or drugs.</li> <li>• arising from any commodities or goods sold, supplied, hired out, constructed, erected, installed, repaired, serviced or processed by or on behalf of <b>you</b>.</li> </ul> <p>This shall not apply to food or beverages sold or supplied by <b>you</b> for consumption on your <b>premises</b>.</p> <ul style="list-style-type: none"> <li>• arising from ownership of the <b>premises</b>.</li> <li>• for <b>damage</b> to property which belongs to <b>you</b> or is held in trust by <b>you</b> or borrowed, rented, leased, hired for use by <b>you</b> this shall not apply to: <ul style="list-style-type: none"> <li>(i) personal property (including vehicles and their contents) of your <b>employees</b>, Directors or visitors.</li> <li>(ii) <b>building(s)</b> (or their contents) temporarily occupied by <b>you</b> for the purpose of carrying out work.</li> <li>(iii) <b>premises</b> rented, hired, leased or lent to <b>you</b> unless the liability attaches solely because of a contract or agreement.</li> </ul> </li> </ul>

## What is insured

## What is not insured

- for **damage** to that part of any property upon which **you** or your servant or agent has been working, where the **damage** is a direct result of such work.
- for liquidated damages or fines or penalties which attach solely because of a contract or agreement.
- arising out of manual work undertaken away from the office **premises**.
- arising from any contract or agreement, which imposes a liability that **you** would not otherwise have been under.
- arising directly or indirectly from the ownership, possession or use by **you** or on your behalf of vehicle trailers whether attached or not 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.
- arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by **you** or on your behalf:
  - (i) which is licensed for road use
  - (ii) for which compulsory motor insurance or security is required this shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured.
- arising from the ownership, possession or use by **you** or on your behalf of:
  - (i) craft designed to travel through air or space
  - (ii) hovercraft or watercraft.
- arising in connection with the ownership possession or use of dangerous dogs as specified in the regulations made under the Control of Dogs Acts 1986 or any subsequent amendments where such ownership possession or use is not in accordance with the provision of such regulations.
- in respect of claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition
- Lifts and other similar equipment if Engineering Insurance is not in force.
- For compensation ordered or awarded by a Court of Criminal Jurisdiction.

What is insured	What is not insured
<p><b>Bodily Injury</b></p> <p>Bodily Injury shall mean:</p> <ul style="list-style-type: none"> <li>• Bodily Injury, disease or illness</li> <li>• Wrongful arrest, detention, imprisonment or eviction of any person other than any <b>employee</b> by <b>you</b> up to a maximum limit of Liability of €6,500 any one incident and €32,000 in the aggregate any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses</li> </ul>	
<p><b>Limit of Liability</b></p> <p>The most <b>we</b> will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is €2,600,000. <b>We</b> will also pay legal costs awarded to any claimant or incurred in defending any claim that is contested with <b>our</b> consent.</p>	
<p><b>Discharge of Liability</b></p> <p><b>We</b> may discharge <b>our</b> liability to <b>you</b> in respect of any claim by paying to <b>you</b> or on your behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If <b>we</b> opt to discharge <b>our</b> liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event <b>we</b> will pay the balance of the maximum amount to <b>you</b> or on your behalf. <b>We</b> will also pay legal costs incurred prior to the date of such payment.</p>	

## Extensions to the Public Liability Cover

What is insured	What is not insured
<p><b>(i) Public Liability during visits abroad</b></p> <p>The Public Liability cover applies to non manual work carried out during temporary visits anywhere in the world in connection with your <b>business</b> by <b>you</b>, any <b>employee</b> or Director normally resident in and travelling from the Republic of Ireland.</p>	
<p><b>(ii) Personal Liability during visits abroad</b></p> <p>The personal liability of:</p> <ul style="list-style-type: none"> <li>• <b>you</b></li> <li>• any <b>employee</b> or Director</li> <li>• the family of any <b>employee</b> or Director while accompanying such a person during temporary visits anywhere in the world in connection with your <b>business</b>. Provided that such people shall keep to the terms, exclusions and conditions of this Policy as they apply to the Public Liability cover.</li> </ul>	<p>Any liability:</p> <ul style="list-style-type: none"> <li>• arising from any contract or agreement which imposes a liability that <b>you</b> would not otherwise have attached.</li> <li>• arising from the ownership or occupation of any land or <b>building(s)</b>.</li> <li>• arising from the carrying on of any trade or profession.</li> <li>• arising from the ownership, possession or use of: <ul style="list-style-type: none"> <li>(i) firearms other than sporting guns</li> <li>(ii) mechanically propelled vehicles</li> <li>(iii) craft designed to travel through air or space</li> <li>(iv) hovercraft or watercraft</li> <li>(v) animals of dangerous species.</li> </ul> </li> <li>• arising from <b>damage</b> to property owned or held in trust by: <ul style="list-style-type: none"> <li>(i) <b>you</b></li> <li>(ii) any <b>employee</b> or Director</li> <li>(iii) the family of any <b>employee</b> or Director whilst accompanying such people during temporary visits anywhere in the world in connection with your <b>business</b></li> </ul> </li> <li>• for accidental death or accidental <b>bodily injury</b> sustained by: <ul style="list-style-type: none"> <li>(i) <b>you</b></li> <li>(ii) any <b>employee</b> or Director</li> <li>(iii) the family of any <b>employee</b> or Director whilst accompanying such people during temporary visits anywhere in the world in connection with your <b>business</b></li> </ul> </li> </ul>
<p><b>(iii) Cross Liabilities</b></p> <p>Where this Policy is in the joint names of more than one party <b>we</b> will deal with any claim as though a separate Policy had been issued to each of them.</p>	

**All the extensions to the Public Liability cover are subject to the following:**

- **We** shall not be liable unless **we** have the sole conduct and control of all claims.
- They shall not apply to any liability which is insured under any other Policy.
- The most **we** will pay will not increase and **we** will not pay more than stated.
- The terms, exclusions and conditions of the Policy.

**Pollution and Contamination Clause – Special condition applying to No. 9 of Section B – Public Liability**

Liability arising from Pollution or Contamination is not insured unless caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The most **we** will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is €2,600,000, provided that the most **we** will pay will not increase and **we** will not pay more than the limit stated under No. 9 of section B – Public Liability.

For the purpose of this condition “Pollution or Contamination” shall mean:

- (iv) all pollution or contamination of **building(s)** or other structures or of water or land or the atmosphere; and
- (v) all **damage** or **bodily injury** directly or indirectly caused by such Pollution or Contamination.

**Extensions to the Employer’s Liability and Public Liability Cover**

What is insured	What is not insured
<p><b>Additional Benefit</b></p> <p><b>We</b> will pay the costs incurred with <b>our</b> consent for:</p> <ul style="list-style-type: none"><li>(i) representation at any Coroner’s Inquest or Fatal Enquiry in respect of any death</li><li>(ii) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section.</li></ul>	
<p><b>Indemnity to other people</b></p> <p>If the following people have a claim made against them for which <b>you</b> would be insured by the Employer’s Liability cover <b>we</b> will pay any amounts for which they are legally liable:</p> <ul style="list-style-type: none"><li>• any <b>employee</b> or Director</li><li>• any officer, member or <b>employee</b> of your social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services</li></ul> <p>provided that:</p> <ul style="list-style-type: none"><li>• <b>you</b> request <b>us</b> to do so</li><li>• such people keep to the terms, conditions and limitations of the Policy.</li></ul>	

**Private Work**

Private work carried out by any **employee** for **you** or any of your Directors.

**All the extensions to the Employer’s and Public Liability cover are subject to the following:**

- **We** shall not be liable unless **we** have the sole conduct and control of all claims.
- These extensions shall not apply to any liability which is insured under any other Policy.
- The most **we** will pay will not increase and **we** will not pay more than stated.
- These extensions are subject to the terms, limitations and conditions of the Policy.

**Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from pages 32 to 40 of the Policy.**

**Extensions Applicable to No. 8 Employers Liability and No. 9 Public Liability of Section B and No. 3 Property Owners Liability of Section A within the Policy**

**Safety Health and Welfare at Work Act, 2005**

This Policy subject to its terms and limitations extends to indemnify **you** or any Director or **employee** of **you** 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 **our** consent to act for or on behalf of **you** 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 subsequent amendments committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such Director or **employee** or **you** arising from such proceedings provided always that:

1. This extension shall apply only to proceedings brought in a Court of Law in Ireland.
2. **We** will be under no liability:
  - a) where **you** 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 **you** or any Director or **employee**.
  - c) in respect of legal fees and expenses which **you** 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. **You** or any Director or **employee** shall give to **us** immediate notice of any summons or other process served upon **you** or any Director or **employee** and of any event that may give rise to proceedings against **you** or any Director or **employee**.

**Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from pages 32 to 40 of the Policy.**

# Section C – Business Interruption

## Meaning of Words

### Income

The money paid or payable to **you** in the course of your **business** at the **premises** for services provided.

### Extra Expenses

The costs necessarily and reasonably incurred by **you** in order to minimise the interruption or interference with the **business** including:

- removal to and from temporary **premises**
- increase in rent, rates and taxes
- salaries of additional **employees** and overtime payments
- re-constitution of documents, manuscripts, business books, records and computer system records but not the cost of the stationery or other materials.

### Indemnity Period

The period beginning with the occurrence of the **damage**, and ending not later than 12 months after, during which the results of the **business** shall be affected in consequence of the **damage**.

### Notifiable Disease

Illness sustained by any person resulting from:

A) food or drink poisoning

B) one of the following human infectious or human contagious diseases (which listing below is exhaustive):

Acute encephalitis, Acute poliomyelitis, Anthrax, Bubonic Plague, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal Infection, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Viral haemorrhagic, Whooping cough, Yellow fever an outbreak of which the competent local authority has stipulated will be notified to them.

For the avoidance of doubt the above listing of diseases does not affect the operation of the Communicable Disease Exclusion in this Policy regarding non-coverage of third party liability arising out of the circumstances set out in that Exclusion.

Other words with special meanings in this section are defined on page 4. They are: **business, building(s), damage, employee, premises, us, we** and **you**.

Item 1 Loss of **income** and **extra expenses**.

Item 2 **extra expenses** only.

In respect of item 1 loss of **income** and **extra expenses**, **we** will pay for the loss of **income** and/or **extra expenses** (subject to economic limit) necessarily & reasonably incurred by **you** during the **indemnity period**, as a result of interruption and interference with the **business** caused by **damage** to:

- the **building(s)** of the **premises** shown in the Schedule.
- the **contents** or glass of the **premises** shown in the Schedule.

Provided that at the time of the **damage** there shall be an insurance in force covering your interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance.

In respect of Item 2 **extra expenses**, **we** will pay for **extra expenses** incurred by **you** during the **indemnity period**, as a result of interruption and interference with the **business** caused by **damage** to:

- the **building(s)** of the **premises** shown in the Schedule.
- the **contents** or glass of the **premises** shown in the Schedule.

Provided that at the time of the **damage** there shall be an insurance in force covering your interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance.

## Limits

- The most **we** will pay under item 1, including additional covers, is 133 1/3% of the sum insured by item 1 as specified in the Schedule.
- The most **we** will pay under item 2, including additional covers, is the sum insured by item 2 as specified in the Schedule.



## Additional Cover

We will also pay for:

### (i) Documents Temporarily Removed

Loss of **income** and/or **extra expenses** as insured by this section incurred by **you** during the **indemnity period** as a result of interruption or interference with the **business** caused by **damage** insured by this Policy to plans, designs, deeds, briefs, non-negotiable documents, manuscripts, business books, office and computer systems records belonging to **you** or for which **you** are responsible within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including while in the post.

### (ii) Prevention of Access

Loss of **income** and/or **extra expenses** as insured by this section incurred by **you** during the **indemnity period** as a result of interruption or interference with the **business** caused by **damage** insured by this Policy to property in the vicinity of the **premises** which prevents or hinders the use of the **premises** or access to them.

### (iii) Failure to Telephone Exchange Equipment

Loss of **income** and/or **extra expenses** as insured by this section incurred by **you** during the **indemnity period** as a result of interruption or interference with the **business** caused by **damage** insured by this Policy to equipment at the telephone exchange serving the **premises**.

### (iv) Failure of Public Utilities

Loss of **income** and/or **extra expenses** as insured by this section incurred by **you** during the **indemnity period** as a result of interruption or interference with the **business** caused by the accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the **premises**.

We will not pay for any loss arising from the deliberate act of the supply authority.

### (v) Disease, Vermin and Suicide extension

Loss of **income** and/or **extra expenses** as insured by this section incurred by **you** as a result of interruption or interference with the **business** caused by:

- a) an outbreak of any **notifiable disease** occurring at the **premises** or which is attributable to food or drink supplied from the **premises**.
- b) the discovery of vermin or pests at the **premises** which causes a competent local authority to restrict the use of the **premises**.
- c) closure of the **premises** by a competent local authority because of defects in the drains or other sanitary arrangements at the **premises**.
- d) murder or suicide occurring at the **premises**.

Provided that the beginning of the **indemnity period** will be:

- (i) in the case of (a) and (d), when the incident happens or is discovered
- (ii) in the case of (b) and (c), the date when the restrictions on the **premises** are applied.

for the period specified in the **indemnity period**.

The maximum **indemnity period** in respect of **notifiable disease** will be 3 months

Our maximum liability in respect of **notifiable disease** will be €50,000 any one Policy period

## Memoranda

### 1. Automatic Reinstatement of the Sum Insured

**We** will automatically reinstate the limit or sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary. Provided that **you** pay the appropriate additional premium The most **we** will reinstate in any one period of insurance is the sum insured.

### 2. Inflation Protection

To protect **you** from the effects of inflation, **we** will automatically increase the sum insured each year. We will work out the renewal premium on the revised sum insured.

### 3. Pollution and Contamination – Special Conditions applying to Section C Business Interruption

**Damage** caused by pollution or contamination is not insured except (unless otherwise excluded) **damage** to any property used by **you** at the **premises** for the purposes of the **business** caused by:

- a) pollution or contamination which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting, overflowing, discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal
- b) any of the perils listed above which itself results from pollution or contamination.

### 4. Settling Claims

#### Item 1: Loss of income and extra expenses

**We** will pay:

- the difference between the **income you** would have received during the **indemnity period** if there had been no **damage** and the **income you** actually received during that period
- **extra expenses** incurred during the **indemnity period**
- professional accountant's charges reasonably incurred for producing details that **we** require for any claim.

**We** will take into account in calculating the payment:

- any savings during the **indemnity period** from **business** expenses payable out of **income** which stop or are reduced as a result of the **damage**
- any **income you** earn from conducting the **business** elsewhere during the **indemnity period**.

#### Item 2: Extra expenses

**We** will pay:

- **Extra expenses** incurred during the **indemnity period**
- professional accountant's charges reasonably incurred for producing details that we require for any claim.

**Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from pages 32 to 40 of the Policy.**

## Section D – Book Debts

### Meaning of Words

#### **Outstanding Debit Balances**

The amounts debited or invoiced to customers as set out in your accounts but not paid at the time of the **damage** adjusted for bad debts and any abnormal trading conditions which had or could have had a material effect on your **business**.

#### **Professional Accountants Charges**

The reasonable charges payable by **you** to your professional accountant for producing details that **we** require for any claim.

Other words with special meanings in this section are defined on page 4.

They are: **business, damage, premises, us, we** and **you**.

If your books of account or other business books or records

(i) at the **premises**

(ii) whilst temporarily removed from the **premises** and within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland including while in the post

suffer **damage** which is insured by this Policy and as a direct result of such **damage you** are unable to trace or establish the **outstanding debit balances** due to **you, we** will pay **you**:

- the difference between **outstanding debit balances** and the total of the amounts received or traced
- additional expenses incurred by **you** with our consent in tracing and establishing **outstanding debit balances**
- **professional accountants charges**

Provided that if the sum insured by this section is less than the **outstanding debit balances** the amount **we** will pay will be reduced in proportion to the amount of the under insurance.

### Limit

The most **we** will pay is the sum insured under section D.

### Memoranda

#### **1. Automatic Reinstatement of the Sum Insured**

**We** will automatically reinstate the limit or sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary provided that **you** pay the appropriate additional premium. The most **we** will reinstate in any one Period of Insurance is the sum insured.

#### **2. Inflation Protection**

To protect **you** from the effects of inflation, **we** will automatically increase the sum insured each year. We will work out the renewal premium on the revised sum insured.

**Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from pages 32 to 40 of the Policy.**

## Section E – Fidelity

### Meaning of Words

Words with special meanings in this section are defined on pages 4, 10 and 12. They are: **business, contents, money, us, we, our** and **you**.

What is insured	What is not insured
<p>Direct loss of <b>money</b> and/or <b>contents</b> pertaining to the <b>business</b> by any act of fraud or dishonesty committed by any employee during the Period of Insurance and during uninterrupted service with <b>you</b>.</p> <p>Provided that:</p> <ul style="list-style-type: none"><li>• the loss is discovered not later than twenty four months after the expiry of this section of the Policy or the termination of the employee's service, whichever happens first</li><li>• <b>we</b> will not pay more than one claim for the same employee</li><li>• any <b>money</b> which the employee would have been entitled to receive from <b>you</b>, but for the act of fraud or dishonesty, will be deducted from the amount of the loss before a claim is paid under this Policy</li><li>• the most <b>we</b> will pay during the whole period of this section of the Policy is the limit for any one employee or any number of employees in collusion.</li></ul>	<p>Loss by fraud or dishonesty by any employee</p> <ul style="list-style-type: none"><li>• whom <b>you</b> are unable to name</li><li>• who is based outside the Republic of Ireland</li><li>• who is one of your Directors holding more than 5% of your share capital.</li></ul>

### Limit

The most **we** will pay is €32,500.

### Memoranda

#### 1. Auditor's Fees

**We** will pay auditor's fees that **you** reasonably incur in preparing a claim under this section of the Policy.

#### 2. Automatic Reinstatement of the Sum Insured

**We** will reinstate the amount of any loss paid under this section of the Policy from the date that the act of fraud or dishonesty is discovered.

Provided that:

- the amount reinstated is only available for claims for subsequent acts of fraud or dishonesty
- **you** pay the appropriate additional premium.

## Special Conditions applying to section E – Fidelity

1. **You** must give **us** notice in writing immediately after the discovery of any act of fraud or dishonesty committed by an employee or after **you** suspect that any such act has been committed. **we** shall not pay for any future acts of fraud or dishonesty committed by this employee. Any claim under this Policy must be made in writing to **us** within 90 days of such notice.
2. If **we** require it **you** must use all diligence in prosecuting to a conviction any employee for the act of fraud or dishonesty for which a claim has been made under this Policy. If a conviction is obtained this shall be at **our** expense.
3. **We** may, at **our** own expense, take steps to recover from the employee from the employee's estate any loss that **we** have paid or are liable to pay under the Policy. For this purpose **we** may use your name and **you** must give **us** any information or assistance that **we** require.
4. **We** shall not be liable unless:
  - (i) you obtain written references covering the previous three years employment before engaging any employee other than school leavers and those not responsible for money, contents, book-keeping or accounts. These references must be produced in the event of a claim.
  - (ii) all money received by any employee is passed daily to you or to an employee authorised to receive money or is banked daily.
  - (iii) statements of account are sent at least monthly direct to all customers and are not sent by employees authorised to receive **money**.
  - (iv) cash book entries and other records of **money** received including computer systems records are fully checked at least monthly against
    - a) bank statements
    - b) receipt counterfoils
    - c) vouchers
    - d) supported documents and cash in handindependently of the employees handling such records or **money**.
  - (v)
    - a) the ordering of
    - b) the certification of receipt for and
    - c) the authorisation of payment forgoods or subcontracted work are carried out by different employees acting independently.
  - (vi) supporting papers are checked independently of the employees who prepare cheques and any cheque for over €2,600 is signed by two people.
  - (vii) wages and salaries are independently checked before payment.
  - (viii) all books are balanced and checked by professional auditors at least annually.

**Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from pages 32 to 40 of the Policy.**

## Section F – Personal Accident

### Meaning of Words

#### Assured

You and any of your **business** partners, Directors or **employees** aged over 16 and under 70 years who are employed and normally resident in the Republic of Ireland.

#### Usual Occupation or Business

The occupation of the **assured** as stated in your records at the date of the injury.

Other words with special meanings in this section are defined on page 4.

They are: **business, employee, us, we** and **you**.

What is insured	What is not insured
<ol style="list-style-type: none"> <li>1. Accidental bodily injury by violent, external and visible means (including exposure which results from an accident to an aircraft, vehicle or vessel in which the <b>assured</b> is travelling) sustained by the <b>assured</b> during the Period of Insurance.</li> <li>2. Disappearance of the <b>assured</b> which after:               <ol style="list-style-type: none"> <li>(i) suitable evidence has been produced satisfies <b>us</b> that death of the <b>assured</b> as a sole and direct result of accidental bodily injury as defined above may reasonably be presumed.</li> <li>(ii) Provided that <b>you</b> agree in writing to refund <b>us</b> the benefit paid if such death is subsequently found not to have happened.</li> </ol> </li> </ol>	<p>Death, injury, loss or disablement caused:</p> <ul style="list-style-type: none"> <li>• prolonged or complicated by any pre-existing physical weakness, defect or disease or by any previously sustained injury.</li> <li>• by the <b>assured</b> motor-cycling, hunting, mountaineering, racing other than on foot, playing football, ice hockey or polo, skiing, tobogganing, parachuting, hang-gliding, bungee-jumping, pot-holing or using power-driven woodworking machinery.</li> <li>• by the <b>assured</b> flying except as a passenger in a properly certificated or licensed power-driven aircraft constructed to carry passengers.</li> <li>• by the <b>assured</b> being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury, being or having been pregnant or taking part in civil commotion or riot of any kind.</li> </ul>

### Table of Benefits

If accidental bodily injury is the only and direct cause of:

A	Death	€20,000
B	Total loss of one or more limbs	€20,000
C	Permanent total loss of sight of one or both eyes	€20,000
D	Permanent total inability to attend to any occupation or <b>business</b>	€20,000
E	Temporary total inability to attend to the usual occupation or <b>business</b>	Normal weekly wage or salary up to €260

## Limits and Settling Claims

- **We** will pay the sum or sums according to the number of units of benefit as shown in the Schedule provided that death or disablement occurs within twelve months of the date of injury.
- Under benefit 5 **we** will not pay the benefit for more than 104 weeks.
- If **we** are satisfied that disability under benefit 5 is permanent, benefit 4 shall become payable when benefit 5 is exhausted. Except for this, **we** will not pay more than one benefit for the same accident.
- **We** will not pay for more than one benefit for the same period of time. No benefit shall be paid until its entire amount has been agreed except that under benefit 5 **we** will on request make interim payments before the end of the period of disability at not less than four-weekly intervals.
- **We** will not pay more than €325,000 in respect of all **assured** travelling in any one aircraft.

## Special Conditions

1. No benefits shall be paid for any period earlier than seven days before **we** receive notice in writing of a claim.
2. **You** must supply all certificates, supporting evidence and information within such time that **we** may reasonably require at your own expense. In the event of non-fatal injury **we** shall be entitled to request examinations by a medical referee appointed by **us** and in the event of death **we** shall be entitled to have a post-mortem examination.

**Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from pages 32 to 40 of the Policy.**

# General Conditions

## 1. Alteration of Risk

**You** must tell **us** immediately of any changes to the following provided by **you** to **us** 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 **us**;
- (b) the information provided and recorded in any Statement of Fact issued to **you**;
- (c) the declarations made by **you** or on your behalf; and/or
- (d) any additional information voluntarily provided.

When **you** notify **us** about a change as above, or if **you** otherwise become aware of any such change, as referenced above, **we** may reassess the premium chargeable and Policy cover more generally.

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

## 2. Cancellation

**We** have the right to cancel this Policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to your last known address.

## 3. 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 that shall be deemed to be Euro.

## 4. Duty to Comply with Policy Conditions

**You** must comply with the terms, limitations, exclusions, conditions and endorsements of this Policy so far as they relate to anything to be done or complied with by **you**, to include **you** cooperating with **us** 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, your compliance with the terms, limitations, exclusions, conditions and endorsements of this Policy shall be a condition precedent to any liability on **our** behalf to make any payment under the Policy.

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

## 5. 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) **you** breach any such term; and
- (b) during the period of breach **you** suffer a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**, **we** will have no liability for the loss.

## 6. Fire Extinguishing Appliances

**You** must maintain Fire Extinguishing Appliances on the office **premises** in efficient working order.

## 7. Instalment Premium Clause

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

## 8. Insurance Act 1936

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

## 9. Interpretation

Where the wording of any endorsement attached to the Schedule or subsequently issued by **us**, conflicts with the printed wording of the Policy document the wording of the endorsement overrides the Policy document.



**10. (1) Pre-Contractual Representations**

**You** acknowledge and accept the following:

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

**(2) Remedies for Misrepresentation**

- (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 **you** or on **your** behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - (i) if **we** would not have entered into the Policy on any terms, **we** 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 **we** 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 **we** so require;
  - (iii) if **we** would have entered into the Policy, but would have charged a higher premium, **we** 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, **we** may either:
  - (i) give **you** notice that in the event of a claim **we** 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 **you** involves a fraudulent misrepresentation, or where **your** conduct (relative to the policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

**11. Other Insurances**

If at the time of the claim there is any other Policy covering the same property or occurrences insured by this Policy, **we** will be liable only for **our** proportionate share.

If any other such Policy has a provision preventing it from contributing in like manner, then **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.

**12. Precautions by the Insured**

**You** will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of **employees**.

**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. 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, **we** 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, **we** do not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that 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, **we** will not exercise **our** 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.

**15. Survey requirements**

**You** must implement any requirements and recommendations made following a survey of the **premises** within the time specified by **us** or **our** representative.

# Claims Conditions

## 1. Liability Claims

### Action by **you**

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, **you** shall:

- a) Give immediate notice in writing to **us**.
- b) Forward to **us** immediately on receipt any letter, claim, writ, summons or process received in connection with the occurrence.
- c) Give all necessary information and assistance to **us** to enable **us** to deal with, settle or resist any claim as **we** 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 **we** have had an opportunity of carrying out an inspection.
- e) **You** shall not
  - take any steps to compromise or settle any claim or admit liability without specific instructions in writing from **us**.
  - give any information or assistance to any person claiming against **you** without the consent of **us**.
- f) **We** shall, for so long as **we** desire, take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which **we** may be liable under the Policy.

## 2. Non-liability Claims

### Action by **you**

#### A In the event of **damage you** shall

- notify **us** immediately.
- notify the Garda Síochána immediately it becomes evident that any **damage** has been caused by stealing or attempted stealing by riot or civil, labour or political disturbances or vandals or malicious persons.
- carry out and permit to be taken any action which may be reasonably practicable to prevent further **damage**.
- deliver to **us** at your expense:
  - full information in writing of the property lost destroyed or **damaged** and of the amount of **damage**
  - details of any other insurances on any property insured by this Policy

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 **we** may allow

- all such proofs and information relating to the claim as may reasonably be required
- 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 Section C Business Interruption **you** shall:

- notify **us** immediately.
- deliver to **us** at your expense within 7 days of its happening full details of **damage** caused by stealing or attempted stealing, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.
- 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 this Policy **you** shall at your own expense

- deliver to **us** full particulars of the claim within 30 days after the expiry of the Indemnity Period or within such further time as **we** may allow. Detail should include particulars of claim, details of other insurances, books of accounts and other document proofs information etc as **we** may reasonably require & if demanded, a statutory declaration of the truth of the claim.

**3. Arbitration**

If any dispute shall arise under this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator reached a decision. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

**4. Death of the Insured**

If **you** die **we** will insure your legal personal representative for any liability **you** had previously incurred under the Policy provided that they keep to the terms of the Policy.

**5. Fraudulent Claims**

If a claim contains information that is false or misleading in any material respect and **you** either know 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**) **we** 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 **we** shall refuse all liability to **you** 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 **we** need not return any of the premiums paid under the Policy.

**6. Right to Settle**

We shall have the right to settle a claim by:

- the payment of money.
- reinstatement or replacement of the property lost or **damaged**.
- repair of the property lost or **damaged**.

If we decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. We shall not spend on any one item, more than its sum insured.

**7. Salvage**

**We** have the right to the salvage of any insured property. In addition **we** have the right to enter the **building(s)** where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

## General Exclusions

The Policy does not cover:

1. **Damage** or **consequential loss** caused by faulty or defective design materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear or frost. This shall not apply to subsequent **damage** resulting from another cause which happens afterwards and is not otherwise excluded.
2. **Damage** or **consequential loss** caused by:
  - collapse or cracking of **building(s)**
  - corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, loss of any liquid by leakage from its container, contamination, change in colour flavour texture or finish, vermin, insects, marring or scratching.

This shall not apply to such **damage** or **consequential loss** if it results from a cause which is not otherwise excluded.
3. **Damage** or **consequential loss** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds. This shall not apply to **damage** or **consequential loss** which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.
4. **Damage** or **consequential loss** caused by:
  - stealing or attempted stealing contributed to or caused by any **employee** not involving entry to or exit from the **building(s)** by forcible and violent means
  - stealing or attempted stealing of property from an unattended road vehicle
  - acts of fraud practised on **you** except as provided under section E, Fidelity, and Number 5 Money, of Section B
  - disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - mechanical or electrical breakdown and/or derangement of machinery or equipment.

This shall not apply to **damage** or **consequential loss** which results from a cause which is not otherwise excluded or from another cause which happens afterwards and is not otherwise excluded.
5. **Damage** or **consequential loss** caused by:
  - subsidence, ground heave or landslip
  - normal settlement or bedding down of structures within two years of their completion or during the contract maintenance period, whichever is the longer
  - wind, rain, hail, sleet, snow, flood or dust to moveable property in the open or to fences and gates.
6. **Damage** to:
  - property as a result of its being cleaned, repaired, restored, maintained, altered, cut, prepared or fitted nor any subsequent **consequential loss**
  - property or structures in the course of construction or erection and materials or supplies used in connection with all such property nor any subsequent **consequential loss**.
7. **Damage** or **consequential loss** resulting from the erasure or distortion of information on computer systems or other records:
  - (i) whilst mounted in or on any machine or data processing apparatusor
  - (ii) due to the presence of a magnetic flux

unless caused by **damage** to the machine or apparatus in which the records are mounted.
8. **Damage** or **consequential loss** when the **building(s)** is empty or not in use.
9. Any event arising from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or coup.

10. **Damage** to any property in Northern Ireland or loss resulting from such **damage** arising from:
- civil commotion
  - any unlawful wanton or malicious act committed maliciously by a person or people acting on behalf of or in connection with any unlawful association or political organisation.

For the purpose of this exclusion:

- “unlawful association” means any organisation which is engaged in terrorism and includes an organisation which is a proscribed organisation as defined in the Northern Ireland (Emergency Provisions) Act 1973.
- “Terrorism” means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear.

If **we** refuse to deal with a claim as a result of this exclusion and **you** dispute **our** decision **you** must prove that the exclusion should not apply.

11. Any expense, **consequential loss**, legal liability, or **damage** to any property directly or indirectly arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.
12. **Damage** to any electrical plant or appliance caused by its own:
- over-running
  - short-circuiting
  - excessive pressure
  - self-heating

This exclusion shall not apply where fire spreads to cause **damage** to any other part of the plant or appliance or to other property insured.

13. 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 it's 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 it's 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 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 from them, 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.

14. The cover provided by sections A, B and C does not include **damage** or **consequential loss** solely due to change in the water table level.
15. This Policy shall be avoided if the **business** is wound up or carried on by a liquidator receiver, examiner or permanently discontinued.

16. This Policy excludes loss, damage, cost or expense or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing currently or in any other sequence to the loss:
- a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
  - b) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This endorsement also excludes loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If **we** allege that by reason of this exclusion, any loss, **damage**, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

17. Liability resulting directly or indirectly from the transmission of any communicable disease or virus by you.

18. **Cyber Risk Clarification**

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
  - 1.1 **Cyber Loss**, unless subject to the provisions of paragraph 2;
  - 1.2 loss, **damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical **damage** to property insured under this Policy caused by any ensuing fire or explosion which directly results from a **cyber incident**, unless that **cyber incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should **data processing media** owned or operated by **you** suffer physical loss or physical **damage** insured by this Policy, then this Policy will cover the cost to repair or replace the **data processing media** itself plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **data processing media**. However, this Policy excludes any amount pertaining to the value of such **data**, to **you** or any other party, even if such **data** cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on **cyber loss**, **data** or **data processing media**, replaces that wording.

**Meaning of Words:**

6. **Cyber Loss** means any loss, **damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.
7. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

8. **Cyber Incident** means:
  - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
  - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.
9. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility owned or operated by **you** or any other party.
10. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.
11. **Data Processing Media** means any property insured by this Policy on which **data** can be stored but not the **data** itself.



# Customer Information

## Law Applicable to this Contract

The Insurer with which your contract is concluded is Zurich Insurance Europe AG which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

## Arson Prevention

Each year Insurance Companies pay out in excess of €13,000,000 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 open 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 Gardaí if anything is found.

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

## Storm Prevention

To minimise damage from storms, we suggest the following:

- Roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace where there are signs of deterioration. Remember, your Office Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

## Water Damage

- There are various weather hazards which you cannot avoid, but against which you can protect your **premises**.
- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

## Burglary Prevention

- Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered building. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.
- All external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and rooflights should be fitted with key-operated security locks or stops with removable keys or key-operated security bolts with removable keys.

**Liability Claims**

- Training record – A training record signed by employees, should be documented and kept on file for each and every employee.
- Health & Safety statement – This should be read by all employees and a signed note (by each employee) should be kept on the personnel file to confirm that the statement has been read.
- Accident register – Maintain an accident register to record details of all incidents/claims.

## 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 [customercare@zurich.ie](mailto:customercare@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. Telephone: 0818 681 681 or (01) 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 Europe AG ('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](mailto:dataprotectionofficer@zurich.ie)
- Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford, Ireland.

**Zurich Insurance Europe AG**

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666

Fax: 01 667 0644

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

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number pending) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number pending) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.