

Amlin

*Continuity is...
at the heart of our business*

Introduction

Wherever words appear in **bold** type in this Policy, schedule or any endorsement relating to this Policy, other than in titles and paragraph headings, they will have the meanings shown in the General Definitions Section of this Policy

The Contract of Insurance

This Policy, the schedule and any endorsement applying to **your** Policy forms **your** Optis Ireland Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**.

The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **Your** Policy booklet; **your** schedule;
- Any clauses endorsed on **your** Policy, as set out in **your** schedule;
- Any changes to **your** Policy contained in notices issued by **us** at renewal.

This insurance relates ONLY to those Sections of this Policy which are shown in the schedule as being included.

In return for payment of the premium shown in the schedule, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this Policy, against damage **you** sustain or legal liability **you** incur for accidents happening during the **Period of insurance** as shown in the schedule.

This is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Please read the whole document carefully and keep it in a safe place.

It is important that **you**

- check that the Sections **you** have requested are included in the schedule;
- check that the information **you** have given **us** is accurate – see the “information you have given us” Section;
- comply with **your** duties under each Section and under the insurance as a whole.

The Contract of Insurance

Introduction	Page 2
The Contract of Insurance	Page 2
Contents	Page 3
Important Information	Page 4
Renewal of this insurance	Page 4
How to make a claim	Page 4
To help us settle your claim	Page 4
Fraudulent claims	Page 5
Cancellation	Page 5
How to amend this insurance	Page 5-6
How to make a complaint	Page 6
Financial Services Compensation Scheme	Page 7
Data Protection	Page 7-8
Law and Jurisdiction	Page 8
Sanctions	Page 8
Regulatory Statement	Page 8
General Definitions	Page 9-10
General Conditions	Page 11-12
General Exclusions	Page 13-14
Section A - Employers Liability	Page 15-16
Section B - Public Liability	Page 17-19
Section C - Products Liability	Page 20-22
Section D - Material Damage	Page 23-34
Section E - Business Interruption	Page 35-47
Section F – Money	Page 48-54
Section G - Trade All Risks	Page 55-59
Section H - Goods in Transit	Page 60-63
Section I - Computer Breakdown	Page 64-68
SectionJ - Frozen Food	Page 69-70

Important Information

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you**

- 1) deliberately or recklessly provided **us** with false or misleading information **we** will treat this insurance as if it never existed and decline all claims.
- 2) carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **we** may:
 - treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
 - amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness; or
 - charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
 - cancel **your** insurance in accordance with the Cancellation Clause”.

We or **your broker** will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

Renewal of this insurance

When **your Policy** is due for renewal, **we** may offer to renew it for **you** automatically. This means **you** do not need to confirm **your** intention to renew before the **Policy** ends. If **we** offer to do this for **you**, **we** will write to **your broker** at least 21 days before the **Period of insurance** ends with full details of **your** next year's premium and **Policy** terms and conditions. If **you** do not want to renew the **Policy**, please contact **your broker**. Occasionally, **we** may not be able to offer to renew **your Policy**. If this happens, **we** will write to **your broker** at least 21 days before the expiry of **your Policy** to allow enough time for **you** to make alternative insurance arrangements.

How to make a claim

It is important that you notify us of any incidents that may lead to a claim as soon as is reasonably practicable. **You** can do this by giving notice in writing to **us** of any occurrence that may give rise to a claim under this **Policy**. Details of what **you** need to do and how **your** claim will be handled are set out under 'How we Settle Claims under each section of this Policy.

If **you** need to make a claim please telephone us on 01245 396 357 and we will be pleased to advise **you** of the steps to take. It will assist us if you have the details of **your** Policy and cover available when telephoning. Should you wish to write to us. **Our** postal address is Amlin House 90-96 Victoria Road, Chelmsford, CM1 1QU. We can also be reached at www.amlin.com.

To help us settle your claim

It is **your** responsibility to prove any loss and therefore **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

Important Information (continued)

Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim.

Cancellation

Cooling off period

This insurance has a cooling off period of fourteen (14) days. You have a statutory right to cancel your Policy within fourteen (14) days from the day of purchase or renewal of the contract or the day on which you receive your Policy or the renewal documentation, whichever is the later,

from either:

- the date **you** receive this insurance documentation; or
- the start of the **Period of insurance**

We will provide a full refund of the premium paid. **You** will not receive any refund of premium if you have made a claim on this insurance. Cancellation at any other time shall be as detailed under General conditions .

After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid subject to a deduction for the time for which **you** have been covered. However, a return of premium will not be paid to **you** if the earned premium is less than the minimum premium, stated in the schedule, which **you** agreed to pay for this insurance.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

We may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact, or that have been requested by **us**.

If this **policy** is cancelled after the cooling off period then premium will be adjusted in accordance with General Condition 10. The premium earned by **us** will be calculated in the proportion that the time the policy has been in force bears to the **period of insurance**.

Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a Policy holder to provide complete and accurate information requested by an insurer allows the insurer to cancel the Policy, sometimes back to its start date and to keep any premiums paid.

How to amend this insurance

If **you** would like to make changes to **your Policy** please contact **your broker**.

In deciding to provide this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. If **you** are aware of any changes to the information provided or if **you** become aware of any changes **you** must tell **us** about those changes. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

Important Information (continued)

If **you** need to change the information **you** have given **us** please contact **your** broker as soon as reasonably practicable on becoming aware of that change.

Information is material if it could:

- a. affect **our** assessment of the risk, or
- b. it could mean that **we** may need to change the terms or premium or both, or
- c. mean that **we** may not be able to cover that aspect of risk, or
- d. mean that **we** may no longer be able to provide **you** with insurance cover.

If **you** are unsure whether a change to the information **you** have given **us** is material please contact **your** broker.

REMEMBER - failure to notify **us** of changes may affect any claim **you** make.

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** Policy or the handling of a claim **you** should, in the first instance, contact us or **your broker**.

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights.

Any complaint should be addressed in the first instance to **us**. **Our** contact details are:

Post: Complaints, Amlin Underwriting Limited, St Helen's 1 Undershaft, London EC3A 8ND
Telephone: +44 (0) 207 7746 1300 Fax: +44 (0) 20 7746 1001
Email: complaints@amlin.com

We will acknowledge **your** complaint, in writing, within five Business days of the complaint being made. **We** will also inform **you** of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further.

We will provide **you** with an update on the progress of the investigation of **your** complaint, in writing, within twenty Business days of the complaint being made.

We will aim to provide **you** with **our** decision on **your** complaint, in writing, within forty Business days of the complaint being made.

Should **you** remain dissatisfied with the final response from **us** or if **you** have not received a final response within forty Business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Post: Financial Services Ombudsman, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Ireland
Telephone: +353 1 6 620 899
Fax: +353 1 6 620 890
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

The complaints handling arrangements above are without prejudice to **your** rights in law.
(Based on LSW1836A 01/07/15)

Important Information (continued)

Compensation (Financial Services Compensation Scheme)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to its obligations to **you** under this **Policy**. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Boltoph Street, London EC3A 7QU) and on their website www.fscs.org.uk

Service of suit

We agree that all summonses, notices or processes requiring to be served on **us** for the purpose of instituting legal proceedings against **us** in connection with this insurance shall be properly served if addressed to **us** and delivered care of Lloyd's Representative Ireland Limited who have authority to accept service on **our** behalf.

By giving this authority to Lloyd's Representative Ireland Limited **we** do not renounce **our** right to any special delays or periods of time to which **we** are entitled for the service of any such summonses, notices or processes by reason of **our** residence or domicile in England.

Data Protection

You should understand that any information **you** have provided and may provide in future will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Personal Information (including sensitive personal data)

Amlin Underwriting Limited and the Amlin Group of companies collect and processes personal information provided by Policyholders and third parties in order to provide insurance and assess and pay claims. The type of and extent of the information **we** require will depend on the circumstances, but some of the information may be classified as "sensitive personal data", which is information that may include details of race or ethnic origin; political opinions; religious beliefs; Trade Union membership; physical or mental health issues; sexual orientation; and criminal and disciplinary offences (including convictions).

For information about the Amlin Group of companies please visit www.amlin.com.

Your electronic information

If **you** contact us electronically, **your** electronic identifier may be collected e.g. Internet Protocol (IP) address or your telephone number may be supplied by **your** service provider.

How we use your information and who we share it with

Your personal information and/or sensitive personal data may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

We may pass **your** personal information and/or sensitive personal data to third parties, including **our** authorised agents; service providers; contractors; **our** reinsurers; other insurers; legal advisers; loss adjusters; claims handlers or as required by law, including to government or regulatory authorities. In order to prevent and detect fraud **we** may share **your** personal information and/or sensitive personal data with other organisations and public bodies, including the police, undertake credit searches and

Important Information (continued)

additional fraud searches and check and/or file the details with fraud prevention agencies and databases.

We may use and share **your** personal information and/or sensitive personal data within the Amlin Group to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime; and
- develop Products and services.

We do not disclose your information to anyone outside the Amlin Group except:

- where **we** have your permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **us** or **you**; or
- where **we** may transfer rights and obligations under the insurance.

We may transfer **your** personal information to other countries including countries outside of the European Economic Area. If this happens **we** will ensure that anyone to whom **your** personal information is passed provides an adequate level of protection.

If you have any questions, please contact The Data Protection Officer, Amlin Underwriting Limited, St Helen's, 1 Undershaft, London EC3A 8ND.

Law and Jurisdiction

Unless specifically agreed to the contrary this **Policy** shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland.

Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Regulatory Statement

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918

General definitions

The following words will have the same meaning wherever they appear in this **Policy** unless otherwise stated. To help identify these words they will appear in **bold** in the **Policy** wording.

- 1 **Bodily injury**
Death, injury, illness, disease or nervous shock.

- 2 **Business**
The Business carried on in the Republic of Ireland including the following activities.
 - i. Ownership use repair maintenance and decoration of premises occupied by **you**;
 - ii. repair or maintenance of vehicles or plant owned or used by **you**;
 - iii. the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **Employee** and first aid, fire, security and ambulance services;
 - iv. participation in exhibitions held in member countries of the European Union in connection with the **Business** specified in the schedule; and
 - v. private work undertaken for **you** by any **Employee** or for any director or **Employee** with **your** previous consent.

- 3 **Contract work executed**
Work carried out by **you** or on **your** behalf away from **your** normal place of Business or that of the party who carried out the work on **your** behalf and which at the time of the event giving rise to a claim under this insurance is no longer **your** Property and not under the control of **you** or of any **Employee**.

- 4 **Costs and expenses**
 - i. Claimants Costs and expenses arising in respect of any claim against **you** which may be the subject of indemnity under this **Policy**.
 - ii. All Costs and expenses incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of indemnity under this **Policy**.

- 5 **Employee**
Any person who is
 - i. employed under a contract of service or apprenticeship with **you**;
 - ii. a labour master or person supplied by him;
 - iii. employed by labour only sub-contractors;
 - iv. self-employed and working for **you** and under **your** control;
 - v. hired to or borrowed by **you**;
 - vi. supplied to **you** for the purpose of study work or training experience;
 - vii. a prospective Employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment;
 - viii. a voluntary helper while working under **your** supervision and control and in connection with the **Business**; or
 - ix. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **Business** while they are engaged in that work.

- 6 **Lien**
a right to keep possession of Property belonging to another person until a debt owed by that person is discharged.

- 7 **Offshore**
From the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an Offshore rig or Offshore platform until disembarkation by that **Employee** from a conveyance on to land upon return from an Offshore rig or Offshore platform.

- 8 **Period of insurance**
The period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule. This includes any subsequent period for which **we** may accept payment for renewal of this **Policy**.

General definitions (continued)

- 9 **Policy**
- a) All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
 - b) The schedule, notices and other documents attaching from time to time; and
 - c) All endorsements incorporated and issued for incorporation in this document all of which shall be read together and constitute the contract of insurance.
- 10 **Pollution**
- a) Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
 - b) all loss, damage or injury directly or indirectly caused by such Pollution or contamination.
- 11 **Products**
- Any tangible Products or goods (including containers, labelling, instructions or advice provided in connection therewith) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **you** in the course of the **Business**.
- 12 **Property**
- Property which is both material and tangible.
13. **You/your**
- a) The insured named in the schedule.
 - b) Any associated or subsidiary company of the insured provided it has been notified to **us**.
 - c) At **your** request
 - i. any director or **Employee** while acting on behalf of or in course of their employment or engagement with **you** in respect of liability for which **you** would have been entitled to indemnity under this **Policy** if the claim against any such person had been made against **you**.
 - ii. any officer, member or **Employee** of **your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.
 - iii. any of **your** directors, partners or senior officials in respect of private work carried out by any **Employee** for them with **your** consent.
 - iv. any principal for legal liability in respect of which **you** would have been entitled to indemnity under this **Policy** if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement.
 - v. **your** personal representatives (in the event of **your** death) in respect of liability incurred by **you** provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this **Policy** so far as they can apply and in any event **our** liability shall not exceed the limit of indemnity.
14. **We/us/our**
- Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.

General conditions

Applicable to all sections of the **Policy** unless stated otherwise.

1. The due observance and fulfilment of the terms conditions and endorsements of this **Policy** insofar they relate to anything to be done or complied with by **you** shall be a condition of **us** to making any payment under this **Policy**.
2. Any written proposal and/or declaration made by **you** shall form the basis of this contract of insurance and is deemed to be incorporated in it.
3. Any phrase or word in this **Policy** will be interpreted in accordance with the laws of England. The **Policy** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** shall bear such specific meaning wherever it may appear.
4. The truth of statements, answers and information supplied in connection with this **Policy** shall be a condition of **our** liability to make any payment under this **Policy**.
5. **You** shall give notice to **us** of any alteration or circumstance which materially affects the risks insured under this **Policy** and until **we** are advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and **you** have paid or agreed to pay the additional premium (if any) **we** shall not be liable in respect of any claim or claims due wholly or partially to such alteration or circumstance.
6. **You** shall give notice in writing to us as soon as reasonably practicable of any occurrence that may give rise to a claim under this **Policy** and shall give all such additional information as **we** may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents shall be forwarded to **us** as soon as they are received.
7. **You** shall make no admission, offer, promise or payment without **our** written consent and **we** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and **you** shall give all such information and assistance as **we** may reasonably require.
8. **We** may at any time pay to **you** in connection with any claim or series of claims under this **Policy** to which indemnity applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, **we** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of defence costs incurred previous to the date of such payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **Policy** then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.

9. If in respect of any claim under this **Policy** there is any other insurance or indemnity in **your** favour in force relative to such claim, or there would be but for the existence of this **Policy** **our** liability shall be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of such claim but subject always to the limit of indemnity.

General conditions (continued)

10. Where the premium is provisionally based on **your** estimates **you** shall keep accurate records and within 90 days of the expiry of the **Period of insurance** declare such particulars as **we** require. The premium shall then be adjusted and any difference paid or allowed to **you** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to **Employees** the required declaration shall also include remuneration to all persons defined as **Employees** by this **Policy**. Failure to declare such particulars to **us** shall entitle **us** to estimate if **we** so wish such particulars and to assess further premium payment due calculated on such estimated particulars.
11. **We** may cancel this Policy where there is a valid reason by giving you 30 days' notice in writing to your last known address. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.

You can also cancel this insurance at any time by writing to **your** broker. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

If the premium has been calculated on any estimates provided by **you**, it shall be adjusted in accordance with General condition 10.
12. All monies which become or may become payable by **you** under this **Policy** shall in accordance with section 93 of the Insurance Act 1936 be payable and paid in Ireland.
13. The stamp duty on this **Policy** has been or will be paid to the Revenue Commissioners in accordance with the provisions of section 113 of the Finance Act 1990.

General exclusions

Applicable to all sections of the **Policy** unless stated otherwise.

We will not indemnify **you** against liability

1. in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
2. *(Not applicable to Section A – Employers' liability)*
caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **Bodily injury** or loss of or damage to **Property**.
3. *(Not applicable to Section A – Employers' liability)*
caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless such liability would have attached in the absence of such clauses or warranties.
4. directly or indirectly caused by or arising out of terrorism. This exclusion also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
If **we** allege that by reason of this exclusion any loss, damage or expense is not indemnified by this insurance the burden of proving to the contrary shall be upon **you**.
5. directly or indirectly caused by or contributed by or arising from
 - i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear componentprovided that in respect of claims arising out of injury which form the subject of indemnity under Section A – Employers' liability this exclusion shall only apply to liability
 - a) of any party to whom indemnity is granted by way of Extension 1 or their personal representative; or
 - b) assumed by **you** by agreement which would not have attached in the absence of such agreement.
6. for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
7. for the first amount of each claim stated as the excess in the schedule.
8. which forms the subject of insurance by any other Policy and this **Policy** shall not be drawn into contribution with such other insurance.
9. which is assumed by **you** under agreement unless such liability would have attached in the absence of such agreement.
10. *(Not applicable to Section A – Employers' liability)*
caused by or arising out of **Pollution**
But **we** will indemnify **you** under Section B- Public liability or Section C- Products liability of this **Policy** against liability in respect of accidental **Bodily injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **Period of insurance** provided that
 - i. all **Pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
 - ii. **we** shall not indemnify **you** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada; and

General exclusions (continued)

- iii. nothing in these provisos shall increase **our** liability to pay damages costs fees and expenses in excess of the limit of indemnity in the schedule in the aggregate in respect of any one **Period of insurance**.
- 11. directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 12. arising out of failure of any computer system, whether or not **your Property**, to be date or time compliant including failure of any correction attempted correction conversion renovation rewriting or replacement of any computer system relating to date or time compliance.
- 13. in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or Products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss.

Section A-Employers' liability

Operative clause

Subject to the exclusions, conditions and definitions of this **Policy**, **we** will indemnify **you** under this section against

- a) all sums which **you** shall become legally liable to pay as damages; and
- b) **Costs and expenses**

in the event of **Bodily injury** sustained by any **Employee** which arises out of and in the course of their employment by **you** in the **Business** and which is caused

- i. within the Republic of Ireland; or
- ii. elsewhere in the world in respect of temporary non-manual visits by any **Employee** provided that such **Employee** is normally resident in the Republic of Ireland.

Limit of indemnity

The amount specified in the schedule.

Our liability for all indemnity payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity.

The limit of indemnity shall be the maximum amount payable including **Costs and expenses**.

Exclusions

1. **We** will not indemnify **you** under this section against liability for **Bodily injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We** shall not indemnify **you** under this section against liability arising **Offshore**.

Section A-Employers' liability (continued)

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay your claim, or any payment could be reduced. **You** must:

1. notify **your** claim as soon as possible to the applicable contact stated above.
2. provide any other information **we** may require.
3. comply with "General Conditions – Claims Conditions".
4. follow all reasonable instructions given to **you** by **us** in response to **your** claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Section B-Public liability

Operative clause

Subject to the exclusions, conditions and definitions of this Policy, **we** will indemnify **you** under this section against

- a. all sums which **you** shall become legally liable to pay as damages; and
- b. **Costs and expenses**

in the event of

- i. accidental **Bodily injury** to any person other than any **Employee**;
- ii. accidental loss of or damage to **Property**; or
- iii. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

occurring during the **Period of insurance** and arising out of **your Business**

- a. in the Republic of Ireland;
- b. elsewhere in the world other than the United States of America or Canada arising out of Business visits by directors or non-manual **Employees** ordinarily resident in the Republic of Ireland.

Limit of indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of detailed in the schedule irrespective of the number of claims or claimants.

Costs and expenses are payable in addition to the limit of indemnity under this section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall be the maximum amount payable including **Costs and expenses**.

Extensions

These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

1. **Defective premises**
We will indemnify **you** against liability in respect of **Bodily injury** or loss of or damage to **Property** arising in respect of any premises disposed of by **you**. This indemnity does not apply to any **costs or expenses** incurred in repairing, replacing or making any refund in respect of any such premises.
2. **Leased premises**
We will indemnify **you** against liability for loss of or damage to premises or fixtures or fittings which are leased to **you**.
This indemnity does not apply in respect of liability for
 - i. loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement; or
 - ii. the first 2,000 EUR of such loss or damage.

Section B-Public liability (continued)

3. **Overseas personal liability**

Where **you** or any of **your** directors or **Employees** are temporarily visiting a country outside the Republic of Ireland, **we** will provide indemnity to **you** and to

- i. any of **your** directors or **Employees**; or
 - ii. any spouse or child of **your** director or **Employee** accompanying them
- against liability incurred in a personal capacity for accidental **Bodily injury** or loss of or damage to **Property** occurring during such visit.

4. **Car park and cloakroom liability**

We will provide indemnity against legal liability in respect of accidental loss of or damage to vehicles or personal effects of other persons which **you** hold in trust or in **your** custody or control as long as

- i. they are not being stored by **you** for a fee or other consideration; and
- ii. they are not held in trust by **you** or in **your** custody or control for the purpose of work being carried out on such **Property**.

Exclusions

We will not indemnify **you** under this section against liability

1. for loss of or damage to **Property** belonging to **you** or in the custody or control of **you** or any **Employee** other than
 - i. **Property** including motor vehicles belonging to an **Employee** or visitor; or
 - ii. any premises including contents (not being premises leased to **you**) which are temporarily occupied by **you** for the purpose of carrying out work in or to such premises.
2. arising from the ownership, possession or use under the control of **you** or any **Employee** of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **you** or on **your** behalf of any aircraft or other aerial devices, hovercraft, **Offshore** installation or watercraft (other than hand- propelled or wind- powered watercraft whilst on inland waterways).
4. arising from any **Products** after they have ceased to be in **your** custody or control other than food or drink for consumption on **your** premises.
5. caused by or arising out of
 - i. advice, design or specification given by **you** for a fee; or
 - ii. professional services rendered by **you** or on **your** behalf.
6. for the first amount of each claim stated as the excess in the schedule arising out of damage to **Property**.
7. for damage to **Contract work executed**.
8. for the costs incurred by anyone in
 - i. recalling or making refunds in respect of any **Products** or **Contract work executed**; or
 - ii. remedying any defects or alleged defects in land or **Buildings** or structures or other premises disposed of by **you**.

Section B-Public liability (continued)

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. **You** must:

- 1 notify **your** claim as soon as possible to the applicable contact stated above.
- 2 provide any other information **we** may require.
- 3 comply with “General Conditions – Claims Conditions”.
- 4 follow all reasonable instructions given to **you** by **us** in response to **your** claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Section C-Products liability

Operative clause

Subject to the exclusions, conditions and definitions of this **Policy**, **we** will indemnify **you** under this section against

- i. all sums which **you** shall become legally liable to pay as damages; and
- ii. **Costs and expenses**

in the event of

- a) accidental **Bodily injury** to any person; or
- b) accidental loss of or damage to **Property**

occurring anywhere in the world during the **Period of insurance** and caused by any **Products** after they have ceased to be in **your** custody or control.

Limit of indemnity

Our liability for all sums payable in respect of any one **Period of insurance** shall not exceed the limit of indemnity detailed in the schedule.

Costs and expenses are payable in addition to the limit of indemnity under this section.

Exclusions

We shall not indemnify **you** against liability

1. caused by or arising out of any **Products** which
 - i. to **your** knowledge are for delivery or use in the United States of America or Canada; or
 - ii. are sold, supplied, erected, repaired, altered, treated, installed in or for use in any aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes.
2. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **Products** or part -
3. arising out of loss of or damage to **Products**.
4. for the costs incurred by anyone in recalling or making refunds in respect of any **Products**.

Section C-Products liability (continued)

Extensions

These extensions are subject to all other terms of this **Policy** so far as they can apply unless otherwise stated.

1. **Contractual liability**

Notwithstanding General exclusion 9, **we** will indemnify **you** under any section of this **Policy** against liability in respect of **Bodily injury** or loss of or damage to **Property** as follows.

To the extent that any contract or agreement entered into by **you** with any principal so requires, **we** will indemnify **you** against liability assumed by **you** in respect of liability which arises out of the performance by **you** of such contract or agreement provided that

- i. the conduct and control of claims is vested in **us**;
- ii. the indemnity granted by Section A – Employers liability shall apply only in respect of liability to any **Employee**; and
- iii. nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any section of this **Policy**.

For the purpose of this extension, “principal” means the other party to a contract or agreement for whom **you** are undertaking work or services or providing **Products** where such party is responsible for setting out the terms of the contract or agreement.

2. **Cross liabilities**

If the Policyholder named in the schedule comprises more than one party, **we** will treat each party as though a separate **Policy** had been issued to each of them.

However, nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any section of this **Policy**.

3. **Indemnity for court attendance**

In the event of any of **your** directors, partners or **Employees** attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this **Policy**, **we** will provide indemnity at the following rates for each day on which attendance is required.

- i., Any director or partner 300 EUR per day
- ii. Any **Employee** 150 EUR per day

subject to a maximum aggregate limit in the **Period of insurance** of 7,500 EUR.

4. **Legal expenses arising from Health and Safety legislation**

In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Welfare at Work Act 1989 or similar legislation in the Republic of Ireland, **we** will provide indemnity up to the limit of indemnity against legal fees and expenses incurred in representing **you** in such proceedings, including appeals the results of such proceedings, as long as the proceedings relate to an act, omission, incident or alleged act, omission or incident which has been committed during the **Period of insurance** within the Republic of Ireland and in the course of the **Business**.

This indemnity will not apply

- i. in respect of fines or penalties of any kind;
- ii. to proceedings consequent upon any deliberate act or omission on **your** part;
- iii. where **you** have effected a legal expenses insurance Policy; or
- iv. to persons other than **you** or any of **your** directors, partners, proprietors or **Employees**.

Section C-Products liability (continued)

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay your claim, or any payment could be reduced. **You** must:

5. notify **your** claim as soon as possible to the applicable contact stated above.
6. provide any other information **we** may require.
7. comply with “General Conditions – Claims Conditions”.
8. follow all reasonable instructions given to **you** by **us** in response to **your** claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Section D - Material damage

Definitions

The following words will have the same meaning wherever they appear in this section of the Policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Alarmed premises

The **premises** or those parts of the **premises** protected by the **Intruder alarm system**.

All other contents

- a) Personal effects, pedal cycles, tools, instruments and the like belonging to **Employees**, principals, directors, customers and visitors to the extent that they are not more specifically insured.
We will not pay more than 750 EUR in respect of any one person or for jewellery, watches, furs, contact lenses, portable electronic entertainment equipment, cameras or **money** or 250 EUR for any one pedal cycle in respect of any one person.
- b) Computer records, documents, manuscripts and Business books for an amount not exceeding 25,000 EUR in respect of any one loss.
- c) Patterns, models, moulds, plans and designs.
- d) **Money** and securities of any description but for not more than 1,000 EUR in total and subject to any specific exclusions in this insurance.
- e) Wines, spirits, cigarettes and tobacco other than **Stock** but for not more than 1,000 EUR in total in respect of **damage** by theft (if insured).
- f) Motor vehicles and their contents but only if they are not otherwise insured.
- g) Rare books or works of art but for not more than 1,000 EUR in total any one **Period of insurance**.

Buildings

(Applies also to Section 2 - Business interruption)

- a) **Buildings** (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the schedule).
- b) Landlords' fixtures and fittings in and on the **Buildings**.
- c) Small outside **Buildings**, extensions, annexes, gangways.
- d) Walls, gates and fences, yards, car parks, roads, pathways and loading bays.
- e) Services, meaning telephone, gas and water mains, electrical instruments, meters, piping, cabling and the like extending from the **Buildings** to the perimeter of the **premises** or to the public mains (including those underground).

General contents

Machinery, plant, fixtures and fittings, tenants improvements, alterations, decorations, improvements, internal and external glass being part of the **Buildings** not owned by **you** but for which **you** are responsible, office equipment and **All other contents**.

Intruder alarm system

The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by **us**.

Keyholder

You or any **Responsible person** or keyholding company **you** authorise

- a) to accept notification of faults or alarm signals relating to the **Intruder alarm system**;
and
- b) to attend and allow access to the **premises**.

At least one **Keyholder** must be available at all times.

Other Property

Any other items of Property not specifically insured above which **you** have advised to **us** and **we** have specified on the schedule.

Section D - Material damage (continued)

Property insured

Buildings, General contents, All other contents, Stock and Other Property at the **premises** (subject to any specific exclusions) all as defined below or more fully described in the schedule and all belonging to **you** or for which **you** are responsible but excluding

- i) Property which is more specifically insured; and
- ii) unless specifically notified to and accepted by **us** as insured
 - a) land, piers, jetties, bridges, culverts or excavations
 - b) livestock, growing crops or trees unless they form part of the **General contents**.

Responsible person

You or any person **you** authorise to be responsible for the security of the **premises**.

Stock

Stock and materials in trade, work in progress, goods held in trust and finished goods for which **you** are responsible.

Section D - Material damage (continued)

Insuring clause

We will at **our** option pay for, repair or reinstate any **Property insured** that sustains **damage** at the **premises** directly caused by any of the covers listed below provided they are shown as applying in the schedule.

Our liability in any one **Period of insurance** shall not exceed

- a) the total sum insured; or
- b) in respect of any item its sum insured; or
- c) any other stated limit of liability.

Covers

1. **Fire, lightning and explosion** but not **damage** caused by
 - i) earthquake, subterranean fire, riot, civil commotion.
 - ii) any heating process or any process involving the application of heat.
 - iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.

2. **Aircraft** or other aerial devices or articles dropped from them but not **damage** caused by
 - i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - ii) fire.

3. **Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons** but not **damage** arising from
 - i) confiscation, requisition or destruction by order of the government or any public authority.
 - ii) stopping work.
 - iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
 - iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied** or not in use for more than 30 days.

4. **Earthquake or subterranean fire.**

5. **Storm** but not **damage**
 - i) caused by lightning, frost, subsidence, ground heave or landslip.
 - ii) in respect of movable Property in the open, fences and gates.

6. **Flood** but not **damage**
 - i) attributable solely to change in the water table level.
 - ii) caused by lightning, frost, subsidence, ground heave or landslip.
 - iii) in respect of movable Property in the open, fences and gates.

7. **Escape of water** from any tank, apparatus or pipe but not **damage**
 - i) by water discharged or leaking from any automatic sprinkler installation.
 - ii) in respect of any **building** which is **unoccupied** or not in use for more than 30 days.

Section D - Material damage (continued)

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **damage** caused by
- i) freezing whilst the **building** is **unoccupied** or not in use for more than 30 days.
 - ii) explosion, earthquake, subterranean fire or heat caused by fire.
9. **Impact** by any road vehicle or animal.
10. **Accidental damage** but not
- i) **damage** caused by
 - a) any of the covers specified above.
 - b) the causes expressly excluded from the covers specified above whether or not insured.
 - c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
 - d) faulty or defective workmanship, operational error or omission on the part of **you** or any **Employee**, but this shall not include subsequent **damage** which itself results from a cause not otherwise excluded.
 - e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
 - f) change in temperature, colour, flavour, texture or finish.
 - g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services.
 - h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
 - i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent **damage** so long as it is not excluded above.
 - j) **Pollution.**
 - k) normal settlement or bedding down of new structures.
 - l) acts of fraud or dishonesty.
 - m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 - n) **damage** to a **building** or structure caused by its own collapse or cracking.
 - o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
 - p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
 - ii) **damage** to
 - a) movable Property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
 - b) vehicles licensed for road use (including their accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
 - c) Property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works Policy.
 - d) glass.

Section D - Material damage (continued)

11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.
- b) **Damage** to
- i) the contents of display windows;
 - ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
 - iii) electric light fittings; or
 - iv) neon and illuminated signs
- as a direct result of glass breakage as defined under paragraph 11. a) provided that **our** liability shall not exceed 10,000 EUR in total.
12. **Breakage of fixed sanitaryware** but not breakage or **damage**
- i) in vehicles, vending machines or to **Stock** in trade.
 - ii) in any **building** which is **unoccupied** or not in use for more than 30 days unless specifically agreed by **us**.
 - iii) in transit or while being fitted.
 - iv) due to settlement, expansion or contraction of frames or fittings in **Buildings** under construction and during a period of six months after the date of completion.
 - v) existing before the start of the **Period of insurance**.
 - vi) of neon and illuminated signs and electric light fittings.
 - vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
 - viii) of bulbs or tubes unless the signs or fittings are also damaged.
 - ix) caused by fire or explosion.
13. **Theft or attempted theft** but not **damage**
- i) which does not involve
 - a) entry to or exit from a **building** by forcible and violent means; or
 - b) actual or threatened assault or violence.
 - ii) from any part of the **building** not occupied by **you** for the purpose of the **Business**.
 - iii) from the open or from any outbuilding not communicating with the main **building** unless otherwise specified.
 - iv) to Property in transit.
 - v) to **money** and securities of any description.
- For the purpose of this cover **building** does not include walls, gates, fences, yards, car parks, roads, pathways and loading bays.
14. **Subsidence, ground heave or landslip** of any part of the site on which the Property stands but not **damage**
- i) to yards, carparks, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
 - ii) caused by
 - a) normal settlement or bedding down of new structures.
 - b) settlement or movement of made up ground.
 - c) coastal or river erosion.
 - d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
 - iii) which originated before the inception of this cover.
 - iv) resulting from
 - a) demolition, construction, structural alteration or repair of any Property; or
 - b) groundwork or excavationat the same **premises**.

Section D - Material damage (continued)

Special condition to cover 14

- a) **You** must notify **us** as soon as reasonably practicable **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
- b) **We** shall then have the right to vary the terms or cancel this cover.

Excess

An **excess** applies to the covers under this section as shown in the schedule.

Clauses

1. Designation

For the purpose of determining the heading under which any Property is insured **we** agree to accept the designation under which such Property has been entered in **your** books.

2. Additions

The insurance extends to include

- a) any newly acquired or built Property which is not insured elsewhere; and
- b) alterations, additions and improvements to **Property insured** but not increases in value anywhere in the Republic of Ireland.

Cover under this clause in any one situation is limited to 15% of the sum insured on **Buildings** and **General contents** or 500,000 EUR whichever is the lesser. **You** must advise **us** of all such additional Property within 6 months and pay the appropriate additional premium from the date on which the items become **your** responsibility.

Once the premium has been paid for the additional Property, the provisions of this clause are reinstated.

3. Professional fees

The sum insured for each **building**, block of flats and machinery item described in the schedule includes an amount for professional fees necessarily incurred in reinstating or repairing the **Property insured** following **damage** covered by this section.

We will not indemnify **you** in respect of fees

- i) more specifically insured; or
- ii) incurred in preparing a claim.

4. Automatic reinstatement after a loss

Unless **we** advise **you** to the contrary **our** liability shall not be reduced by the amount of any loss as long as

- a) **you** pay the appropriate additional premium for reinstatement of cover; and
- b) **you** carry out any reasonable recommendations **we** put forward to prevent further loss.

If the **damage** is by theft (if insured), automatic reinstatement shall apply once in each **Period of insurance**.

5. Changes of temperature

We will pay for **damage** to the **Property insured** caused by change of temperature resulting from **damage** to the Refrigerating plant, air conditioning plant or connected electrical plant or apparatus as a result of the operation of an insured cover.

6. Clearing of drains

We will pay for expenses necessarily incurred in clearing, cleaning or repairing drains, gutters, sewers and the like for which **you** are responsible as a result of the operation of an insured cover.

Section D - Material damage (continued)

7. **Contract price**

If goods sold but not delivered for which **you** are responsible suffer **damage** and as a result the sale contract is cancelled either wholly or to the extent of the **damage**, **our** liability shall be based on the contract price for the purpose of average and the value of all goods to which this clause applies shall be calculated on the same basis.

8. **Contracting purchaser's interest**

If at the time of **damage**, **you** have contracted to sell **your** interest in any **building** insured and the purchase has not been but will be completed, the purchaser on completion shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of **you** or **us** from the date of the **damage** until completion as long as the purchaser has not otherwise insured the **building** against such **damage**.

9. **Customers' goods**

If **you** have intimated to **your** customers that **you** have accepted responsibility for **damage** to their goods or goods for which they may be legally responsible and which are temporarily in **your** custody and control, **we** agree that all such goods shall be held to be insured by this Policy as **Stock** unless they are more specifically insured elsewhere.

10. **Debris including Stock removal**

The sum insured for each item of **Property insured** includes Costs and expenses **you** necessarily incur with **our** consent for

- a) removing debris from;
- b) dismantling or demolishing;
- c) shoring or propping up; and
- d) boarding up

those parts of the **Property insured** damaged by any cover insured. **We** will not pay more than the sum insured for each item.

We will not pay for any costs or expenses

- i) incurred in removing debris except from the site of Property damaged and the area immediately adjacent to it;
- ii) arising from **Pollution** of Property not insured by this Policy; or
- iii) in respect of **damage** which occurred before the granting of cover under this insurance.

11. **Exhibitions**

The insurance on **General contents** and **Stock** applies also at any exhibition premises and while in transit to and from, in the Republic of Ireland subject to a maximum liability of 5,000 EUR in any one **Period of insurance**.

We shall not be liable for the first 250 EUR of each and every loss.

12. **Fire Brigade Charges**

We will pay for the fire brigade charges for which **you** are responsible following **damage** at the **premises**. **We** will not pay more than 10,000EUR in respect of any one claim .

13. **Fire extinguishing expenses**

We will pay the reasonable costs incurred by **you** for

- a) refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured **damage**.
- b) extinguishing operations in order to minimise loss.
- c) **damage** to lawns, trees, shrubs and gardens caused by extinguishing operations.

14. **Fire extinguishing appliances**

If **you** maintain fire extinguishing appliances at the **premises**, **you** must ensure all appliances are in efficient working order and remedy promptly any defects.

Providing **you** do this, **we** agree **we** will not invalidate this Policy because of any defect in any of the appliances due to circumstances unknown to or beyond **your** control.

Section D - Material damage (continued)

15. **Interest**

It is understood that other parties may have an interest in certain **Property insured** by this Policy. The nature and extent of this interest must be disclosed in the event of **damage**.

16. **Non- invalidation**

This insurance shall not be invalidated by any act, omission or alteration whereby the risk of **damage** is increased unknown to or beyond **your** control, provided that as soon as reasonably practicable **you** become aware of it **you** tell **us** and pay any additional premium required.

17. **Property at other locations**

This insurance applies to the following **Property insured** while it is not on the **premises** except that

- a) the insurance applies only if the Property is not otherwise insured;
- b) this extension applies only to **damage** occurring within Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man; and
- c) **our** liability for any one loss shall not exceed the limit shown.

Property and location

- A. Computer records, documents, manuscripts and Business books at any location and while in transit subject to a limit of 25,000 EUR.
- B. **Stock** (excluding goods held in trust) at any location used by **you** for storage subject to a limit of
 - i) 25,000 EUR in respect of theft or attempted theft; and
 - ii) 15% of the **Stock** sum insured but not exceeding 500,000 EUR in respect of other covers.
- C. **Other Property** (excluding vehicles licensed for road use) at any location to which the Property has been temporarily removed for cleaning, renovation or repair and whilst in transit subject to a limit of
 - i) 25,000 EUR in respect of theft or attempted theft; and
 - ii) 15% of the **Other Property** sum insured but not exceeding 500,000 EUR in respect of other covers.

18. **European Union and public authorities**

Subject to the following special conditions, the insurance by this section extends to include the additional cost of reinstatement that may be incurred solely by reason of the necessity to comply with the stipulations of

- a) European Union legislation, or
- b) building or other regulations under or framed in pursuance of any Act of the Oireachtas or public authority bye-law

in respect of the damaged **Property insured** and any undamaged portions but excluding the following.

- i) The cost incurred in complying with the stipulations
 - a) in respect of **damage** occurring before the inception of this clause;
 - b) in respect of **damage** not insured by the section;
 - c) under which notice has been served on **you** before the happening of the **damage**;
 - d) for which there is an existing requirement, which has to be implemented within a given period; or
 - e) in respect of Property entirely undamaged by any insured cover.
- ii) The additional cost that would have been required to make good the Property damaged to a condition equal to its condition when new, had the necessity to comply with the stipulations not arisen.
- iii) The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property or by its owner by reason of compliance with the stipulations.

Section D - Material damage (continued)

Special conditions

1. The work of reinstatement must be commenced and carried out without unreasonable delay, and in any case must be completed within twelve months after the **damage** or within any further time that **we** may allow (during the twelve months), and may be carried out upon another site (if the stipulations require it) subject to **our** liability under this clause not being increased by this.
2. If **our** liability under any item of the section, apart from this clause, is reduced by the application of any of the terms and conditions of the Policy, then **our** liability under the clause will be similarly reduced.
3. The total amount recoverable under any item of the section in respect of this clause will not exceed
 - i) in respect of the damaged Property
 - a) 15% of its sum insured;
 - b) where the sum insured by the item applies to Property at more than one premises, 15% of the total amount for which **we** would have been liable had the **Property insured** at the **premises** where the **damage** has occurred been wholly destroyed; or
 - ii) in respect of undamaged portions of Property (other than foundations), 15% of the total amount for which **we** would have been liable had the **Property insured** at the **premises** where the **damage** occurred been wholly destroyed.
4. The total amount recoverable under any item of the Policy shall not exceed its sum insured.
5. All the terms and conditions of the Policy, except where they are varied by this clause, will apply as if they had been incorporated in it.

19. Re-erection

The insurance within the limits of the sum insured for **General contents** includes the cost of re-erection and fixing machinery and plant because of **damage** covered by this Policy.

20. Reinstatement

Subject to the following special conditions, the basis upon which **we** will calculate the amount payable in respect of **Property insured** by all items, other than **Stock**, motor vehicles and their accessories, pedal cycles and personal effects belonging to **Employees**, directors, visitors and guests or rent, shall be the reinstatement of the Property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

For this purpose "reinstatement" means

- a) the rebuilding or replacement of Property damaged which may be carried out in any manner suitable to **your** requirements or on another site as long as **our** liability is not increased; or
- b) the repair or restoration of Property damaged.

Special conditions

1. **Our** liability for the reinstatement of Property partly damaged shall not exceed the amount which would have been payable had such Property been wholly destroyed.
2. If at the time of reinstatement the sum representing Policy of the cost which would have been incurred in reinstating the whole of the Property covered by any item exceeds its sum insured at the start of any **damage**, **our** liability shall not exceed that proportion of the amount of the **damage** which the sum insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time.
3. No payment beyond the amount which would have been payable in the absence of this clause shall be made
 - a) unless reinstatement commences and proceeds as quickly as possible.
 - b) until the cost of reinstatement shall have been actually incurred.
 - c) if the **Property insured** at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.

Section D - Material damage (continued)

4. All the other terms and conditions of the Policy shall apply in respect of any claim payable under this clause so far as they are able.
21. **Rent**
If **we** cover rent of **Buildings** which suffer **damage**, **we** will pay
- a) in respect of rent receivable, the actual reduction in rent received solely in consequence of the **damage**.
 - b) in respect of rent payable, the amount of rent which continues to be payable by **you** in respect of the **building** or parts of the **building** whilst unfit for occupation in consequence of the **damage**.
- Our** liability shall be limited to the loss suffered within the period of rent insured as shown in the schedule which starts from the date of the **damage**.
- For the purpose of average (General condition 5) the total value shall be the annual rent receivable or payable at the start of the **Period of insurance**. This amount will be proportionately increased where the period of rent insured exceeds twelve months.
22. **Subrogation waiver**
In the event of a claim arising under this Policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against
- a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to **you** as defined in Section 155 of the Companies Act 1963
 - b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Section 155 of the Companies Act 1963.
23. **Theft cover**
Any cover in respect of theft includes
- a) the cost of repairing **damage** to the **Buildings** (whether or not the **Buildings** are insured under this section) if **you** are responsible for the repairs and the **damage** is not otherwise insured; and
 - b) the reasonable expenses incurred in necessarily replacing locks to the **Buildings** or safes and strongrooms
 - i) following a hold-up accompanied by violence or threat of violence whilst such keys are in **your** personal custody or that of any of **your** directors, partners or authorised **Employees**;
 - ii) involving entry to or exit from the **premises** by forcible and violent means; or involving entry to or exit from **your** residence or that of any of **your** directors, partners or authorised **Employees** by forcible and violent means.
24. **Trace and access**
In the event of **damage** resulting from escape of water or oil as covered by this Policy, **we** will pay
- a) the costs necessarily and reasonably incurred in locating the source of such **damage** and subsequently making good; and
 - b) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.
- We** shall not pay more than 10,000 EUR or 10% of the sum insured by this section, whichever is the lesser.
25. **Workmen and alteration to the premises or Business**
Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance, but **we** have insured **you** on the basis of information supplied and cover under this Policy will cease if
- a) there are changes to the **premises** or the **building** in which it is located or to **your Business** which may increase the risk of **damage**, liability, accident or injury; or
 - b) there are changes in the occupancy or use of the **premises**.

Section D - Material damage (continued)

26. **Additional metered water or oil charges**

The insurance covers additional metered water or domestic heating oil charges **you** incur as a result of **damage** by an insured cover to the water installation or fixed heating installation at the **premises** insured by this Policy.

We shall calculate the amount to be paid by comparing the charge made by the water suppliers or domestic heating suppliers for the period during which the **damage** occurred with the charges for the previous period, adjusted for any relevant factors affecting **your** consumption of water during the periods concerned.

This extension is not subject to any condition of average.

We shall not pay more than 10,000 EUR in all in respect of any one **Period of insurance** excluding the cost or value of metered water or heating oil lost when the **premises** are **unoccupied** or not in use.

27. **Computer system records**

It is a condition of this Policy that computer systems records used in connection with the **Business** are backed up on a daily basis with a copy being kept elsewhere than at the **premises**.

28. **Underground services**

We will pay for

- a) accidental **damage** not otherwise excluded to underground water, gas, oil, drain or sewer pipes and underground electricity or telephone cables which extend from the **premises** to the public mains and for which **you** have responsibility for repair or reinstatement; and
- b) **Costs and expenses** incurred in clearing and cleaning drains, gutters, sewers, drain inspection covers and similar underground service areas for which **you** are responsible in consequence of any cover insured by this section.

We will not pay more than 5,000 EUR in any one **Period of insurance**.

29. **Seasonal Stock increase**

Any sum insured in respect of **Stock** is increased by 25% for the months of November and December and for a period of 30 days preceding Easter Day in each **Period of insurance**.

30. **Portable space heaters exclusion**

It is a condition of this Policy that there is no use of portable oil, gas, liquid petroleum gas or radiant bar heaters at the **premises**.

31. **Stock stored in the open**

It is noted that the cover provided by this Policy in respect of **Stock** stored in the open is restricted to Cover 1 - Fire, lightning and explosion and Cover 2 - Aircraft.

32. **Unattended machinery**

It is noted that no cover is provided in respect of **damage** caused as a result of the unattended running of machinery.

33. **Racking and Stillage**

It is a condition of this Policy that **Stock** contained in the lowest storey of the building is kept on racking or stillages at least 15 centimetres above the surface of the floor.

Section D - Material damage (continued)

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. **You** must:

- 1 notify **your** claim as soon as possible to the applicable contact stated above.
- 2 provide any other information **we** may require.
- 3 comply with “General Conditions – Claims Conditions”.
- 4 follow all reasonable instructions given to **you** by **us** in response to **your** claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Section E- Business interruption

Definitions

The following words will have the same meaning wherever they appear in this section of the Policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Note 1

To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of such tax.

Note 2

For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Buildings

See Section 1- Material damage.

Consequential loss

Loss resulting from interruption of or interference with the **Business** carried on by **you** at the **premises** in consequence of **damage** to Property used by **you** at the **premises** for the purpose of the **Business**.

Customers

The companies, organisations or individuals with whom, at the time of the **Incident**, **you** have contracts or trading relationships to supply goods or services.

Incident

Damage to Property used by **you** at the **premises** for the purpose of the **Business**.

Indemnity period

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

Maximum Indemnity period

As stated in the schedule.

Other Property

Any other items of Property not specifically insured which **you** have advised to **us** and **we** have specified on the schedule.

Insuring clause

If any **building** or **Other Property** used by **you** at the **premises** for the purpose of the **Business** suffers **damage** by any of the covers specified in the schedule and there is a **Consequential loss**, **we** will pay **you** in respect of each item in the schedule the amount of the loss provided that

1. at the time of the happening of the **damage** there is in force an insurance covering **your** interest in the Property at the **premises** against such **damage** and that
 - a) payment has been made or liability admitted; or
 - b) payment would have been made or liability admitted but for the operation of a clause in such insurance excluding liability for losses below a specified amount.
2. **our** liability under this section shall not exceed
 - a) in the whole the total sum insured or in respect of any item its sum insured or any other limit of liability stated in schedule at the time of the **damage**.
 - b) the sum insured remaining after deduction for any other **Consequential loss** occurring during the same **Period of insurance** unless **we** have agreed to reinstate any such sum insured.

Section E- Business interruption (continued)

Covers

1. **Fire, lightning and explosion** but not **Consequential loss** caused by
 - i) earthquake, subterranean fire, riot, civil commotion.
 - ii) it's undergoing any heat process or any propces involving the application of heat
 - iii) explosion of non – domestic steam pressure machinery or equipment under **your** control.

2. **Aircraft** or other aerial devices or articles dropped from them but not **Consequential loss** caused by
 - i) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - ii) fire.

3. **Riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons** but not **Consequential loss** arising from
 - i) confiscation, requisition or destruction by order of the government or any public authority.
 - ii) stopping work.
 - iii) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
 - iv) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied** or not in use for more than 30 days.

4. **Earthquake** or **subterranean fire**.

5. **Storm** but not **Consequential loss**
 - i) caused by lightning, frost, subsidence, ground heave or landslip.
 - ii) in respect of movable Property in the open, fences and gates.

6. **Flood** but not **Consequential loss**
 - i) attributable solely to change in the water table level.
 - ii) caused by lightning, frost, subsidence, ground heave or landslip.
 - iii) in respect of movable Property in the open, fences and gates.

7. **Escape of water** from any tank, apparatus or pipe but not **Consequential loss**
 - i) by water discharged or leaking from any automatic sprinkler installation.
 - ii) in respect of any **building** which is **unoccupied** or not in use for more than 30 days.

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **Consequential loss** caused by
 - i) freezing whilst the **building** is **unoccupied** or not in use for more than 30 days.
 - ii) explosion, earthquake, subterranean fire or heat caused by fire.

9. **Impact** by any road vehicle or animal.

Section E- Business interruption (continued)

10. **Accidental damage** but not
- i) **Consequential loss** caused by
 - a) any of the covers specified above.
 - b) the causes expressly excluded from the covers specified above whether or not insured.
 - c) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials.
 - d) faulty or defective workmanship, operational error or omission on the part of **you** or any **Employee** but this shall not include subsequent **Consequential loss** which itself results from a cause not otherwise excluded.
 - e) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects.
 - f) change in temperature, colour, flavour, texture or finish.
 - g) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.
 - h) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any steam and feed piping connected to them.
 - i) mechanical, electronic, electrical or computer breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude subsequent **Consequential loss** so long as it is not excluded above.
 - j) **Pollution.**
 - k) normal settlement or bedding down of new structures.
 - l) acts of fraud or dishonesty.
 - m) disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
 - n) **damage to a building** or structure caused by its own collapse or cracking.
 - o) any process of production, packing, treatment, testing, commissioning, servicing or repair.
 - p) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.
 - ii) **Consequential loss** in respect of
 - a) movable Property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
 - b) vehicles licensed for road use (including accessories) caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
 - c) Property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works Policy.
 - d) glass.
11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the schedule including the cost of boarding up and any lettering and artwork.
- b) **Damage** to
- i) the contents of display windows;
 - ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;
 - iii) electric light fittings; or
 - iv) neon and illuminated signs
- as a direct result of glass breakage as defined under paragraph 11a) provided that **our** liability shall not exceed 10,000 EUR in total.

Section E- Business interruption (continued)

12. **Breakage of fixed sanitaryware** but not breakage or **Consequential loss**
- i) in vehicles, vending machines or to stock in trade.
 - ii) in any **building** which is **unoccupied** or not in use for more than 30 days unless specifically agreed by **us**.
 - iii) in transit or while being fitted.
 - iv) due to settlement, expansion or contraction of frames or fittings in **Buildings** under construction and during a period of six months after the date of completion.
 - v) existing before the start of the **Period of insurance**.
 - vi) of neon and illuminated signs and electric light fittings.
 - vii) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft.
 - viii) of bulbs or tubes unless the signs or fittings are also damaged.
 - ix) caused by fire or explosion.
13. **Theft or attempted theft** but not **Consequential loss**
- i) which does not involve
 - a) entry to or exit from a **building** by forcible and violent means; or
 - b) actual or threatened assault or violence.
 - ii) from any part of the **building** not occupied by **you** for the purpose of the **Business**.
 - iii) from the open or from any outbuilding not communicating with the main **building** unless otherwise specified.
 - iv) to Property in transit.
 - v) to **money** and securities of any description.
14. **Subsidence, ground heave or landslip** of any part of the site on which the Property stands but not **Consequential loss**
- i) to yards, car parks, roads, pavements, walls, gates and fences unless also affecting the structure of a **building**.
 - ii) caused by
 - a) normal settlement or bedding down of new structures.
 - b) settlement or movement of made up ground.
 - c) coastal or river erosion.
 - d) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe.
 - iii) which originated before the inception of this cover.
 - iv) resulting from
 - a) demolition, construction, structural alteration or repair of any Property; or
 - b) groundwork or excavation at the same **premises**.
- Special condition applicable to cover 14**
- a) **You** must notify **us** as soon as reasonably practicable **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.
 - b) **We** shall then have the right to vary the terms or cancel this cover.

Section E- Business interruption (continued)

Clauses

1. **Alteration**

The insurance by this section shall be avoided if

- a) the **Business** is wound up, carried on by a liquidator or permanently discontinued; or
- b) **your** interest ceases otherwise than by death

at any time after the commencement of this insurance unless **we** agree it may continue.

2. **Automatic reinstatement after loss**

The sums insured stated in the schedule will not be reduced by the amount of any claim unless **we** or **you** give written notice to the contrary. However, **you** must pay the additional premium required to reinstate the sum insured.

3. **Departments**

If the **Business** is conducted in departments and their trading results can be calculated separately, clauses a) and b) of the item on **Gross profit** or **revenue** shall apply separately to each department affected.

4. **Payments on account**

Payments on account will be made at **our** discretion during the **Indemnity period** if desired.

5. **Prevention of access**

Consequential loss as a result of **damage** to Property near the **premises** which prevents or hinders the use of the **premises** or access to them shall be deemed to be an **Incident**, provided that **our** liability in respect of any one occurrence does not exceed the total of the sum insured (or 133.33% of the estimated amounts) or any limit of liability shown in the schedule.

6. **Utilities**

Consequential loss as a result of the accidental failure of the supply of electricity, gas or water at the **premises** or at the premises of any supply undertaking or as a result of **damage** to any of their pipes, stopcocks, meters, cabling and the like at the **premises** shall be deemed to be an **Incident**, provided that **our** liability under this clause in respect of any one occurrence does not exceed the sum insured (or 133.33% of the estimated amount) shown in the schedule.

This extension does not cover **Consequential loss**

- i) brought about by the deliberate act of any supply authority, by the exercise of any such authority of its power to withhold or restrict supply or by drought; or
- ii) following any failure which does not involve a total cessation of supply for at least 30 minutes.

7. **Suppliers and Customers**

Consequential loss as a result of **damage** at any **customer's** or supplier's premises within member countries of the European Union, Norway, Switzerland and Iceland shall be deemed to be an **Incident**, provided that **our** liability under this clause shall not exceed 10% of the sum insured (or 133.33% of the estimated amount) shown in the schedule or 250,000 EUR whichever is the less.

8. **Temporary removal**

Consequential loss as a result of **damage**

- a) at any premises not occupied but used by **you** solely for storage purposes; or
- b) to computer systems, other records, machinery and plant (but not motor vehicles) removed for cleaning, renovation, repair or other similar purposes, patterns, models, moulds, plans and designs whilst temporarily removed from the **premises** and in transit by road, rail or inland waterway to and from the **premises**

in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man shall be deemed to be an **Incident**, provided that **our** liability shall not exceed 15% of the

Section E- Business interruption (continued)

total of the sums insured (or 133.33% of the estimated amount) or 250,000 EUR whichever is the less.

9. **Removal of computer disks and tapes condition**

It is a condition of this Policy in respect of any claim for **damage** to computer disks, tapes or other recording materials (excluding paper records) under this Policy that copies of all computer disks, tapes or other recording materials are made each day and the copies removed from the **premises** and kept at a secure location on a daily basis.

10. **Murder, disease or public health closure**

Loss resulting from interruption of, or interference with, the **Business** by

- a) murder, suicide or serious crime at the **premises**;
- b) contagious or infectious human disease (excluding acquired immune deficiency syndrome (Aids) or an Aids related condition), an outbreak of which a competent public authority has stipulated shall be notified to them, manifested by any person whilst at the **premises** or within a 25 mile radius of it;
- c) closure, in whole or in part, of the **premises** by a competent public authority following defects in drains or other sanitary arrangements at the **premises**; or
- d) food or drink poisoning contracted at the **premises**

shall be deemed to be an **Incident**, provided that **our** liability under this extension in respect of each and every claim shall not exceed the sum insured stated in respect of this sub section in the schedule or 100,000 EUR whichever is the less.

11. **Additional expenses - Employees' lottery win**

We will indemnify **you** in respect of any additional expense **you** incur to prevent or limit a reduction in income during the **Indemnity period** due to an **Employee** or group of **Employees** resigning from their posts within **your Business** as a direct consequence of their securing a win in a lottery, including but not limited to

- a) recruitment and additional overtime costs; and
- b) the cost of employing temporary staff for amounts in excess of permanent full time rates of payment.

We will not indemnify **you** unless

- a) the **Employee** or group of **Employees** resign within fourteen days from the date of the successful lottery win; and
- b) the amount won by any one **Employee** is not less than 100,000 EUR.

We will not pay under this extension more than 50,000 EUR in any one **Period of insurance**.

For the purposes of this extension only.

1. Indemnity period means the period during which the **Business** results are affected due to an **Employee** or group of **Employees** resigning from their posts within **your Business** as a direct consequence of their securing a win in a lottery, starting from the date of their first departure.
2. **Maximum Indemnity period** means one month.
3. Lottery means
 - a) UK National Lottery prize draws including scratchcards.
 - b) UK National Football Pools (Littlewoods and Vernons).
 - c) Euro Millions lottery.
 - d) Irish National lottery.
 - e) UK Premium Bond prize draws.

Section E- Business interruption (continued)

Optional clauses

(These apply only if stated in the schedule)

12. **Contract sites**
Consequential loss as a result of **damage** at any site in the Republic of Ireland which **you** do not occupy but where **you** are carrying out a contract shall be deemed to be an **Incident** provided that **our** liability under this clause in respect of any one occurrence shall not exceed
 - a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
 - b) the amountshown in the schedule as the limit.

13. **Specified Customers**
Consequential loss as a result of **damage** at the premises of **Customers** detailed in the schedule shall be deemed to be an **Incident** provided that **our** liability under this clause in respect of any one occurrence shall not exceed
 - a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
 - b) the amountshown in the schedule as the limit.

14. **Specified suppliers**
Consequential loss as a result of **damage** at the premises of suppliers detailed in the schedule shall be deemed to be an **Incident** provided that **our** liability under this clause in respect of any one occurrence shall not exceed
 - a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
 - b) the amountshown in the schedule as the limit.

15. **Transit**
Consequential loss as a result of **damage** to **your** Property whilst in transit by road, rail or inland waterway in the Republic of Ireland shall be deemed to be an **Incident** provided that **our** liability under this clause in respect of any one occurrence shall not exceed
 - a) the percentage of the total sum insured (or 133.33% of the estimated amount); or
 - b) the amountshown in the schedule as the limit.
We shall not be liable for any loss arising from delay or loss of use of the conveying road or rail vehicle or waterborne craft.

Exclusion

1. **Pollution and contamination**
We shall not be liable for loss resulting from **Pollution**.
However, **we** will cover **Consequential loss** caused by
 - a) **Pollution** which itself results from any cover insured (other than cover 10); or
 - b) any cover insured (other than cover 10) which itself results from **Pollution**provided it is not otherwise excluded.

Section E- Business interruption (continued)

Appendix A – Gross profit (declaration-linked basis)

Additional definitions

The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Notes

1. To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be exclusive of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual turnover

The **Turnover** during the twelve months directly before the date of the **Incident**.

Estimated gross profit

The amount **you** declare to **us** as representing the **Gross profit** which **you** anticipate will be earned by the **Business** during the financial year most nearly concurrent with the **Period of insurance** (proportionately increased where the **Maximum Indemnity period** exceeds twelve months).

Gross profit

The amount of the **Turnover** (net of discounts allowed), closing stock and work in progress less the amount of the opening stock, work in progress and **specified working expenses**.

N.B. For the purpose of this definition **Gross profit** is as defined but the words and expressions used shall (subject to Note 2 above) have the meaning attached to them in **your** usual accounting methods, due provision being made for depreciation of stock and work in progress.

Limit of liability

133.33% of the **Estimated gross profit** stated in the schedule and 100% of the sums insured on other items.

Our liability shall not be reduced by the amount of any loss as long as **you** agree to pay the appropriate additional premium for such automatic reinstatement of cover.

Rate of gross profit

The **Rate of gross profit** earned on the **Turnover** during the financial year directly before the date of the **Incident**.

Specified working expenses

- a) 100% of purchases (less discounts received).
- b) 100% of discounts allowed.
- c) 100% of bad debts written off.

Standard turnover

The **Turnover** during that period in the twelve months directly before the date of the **Incident** which corresponds with the **Indemnity period**. **We** will adjust the figures as necessary to provide for the trends or special circumstances affecting the **Business** before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred.

Turnover

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

Section E- Business interruption (continued)

Claims - basis of settlement

The insurance by this item is limited to loss of **Gross profit** not exceeding the **Limit of liability** due to

- a) reduction in **Turnover**; and
- b) increase in cost of working

and the amount payable as indemnity shall be

1. in respect of reduction in **Turnover**, the sum produced by applying the **Rate of gross profit** to the amount by which the **Turnover** during the **Indemnity period** shall in consequence of the **Incident** fall short of the **Standard turnover**
2. in respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity period** in consequence of the **Incident** but not exceeding the total of
 - a) the sum produced by applying the **Rate of gross profit** to the amount of reduction thereby avoided; plus
 - b) 25% of the sum insured by this item (but not more than 250,000 EUR)

less any sum saved during the **Indemnity period** in respect of such of the charges and expenses of the **Business** payable out of **Gross profit** as may cease or be reduced in consequence of the **Incident**.

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the **Incident** in excess of the amount recoverable under clause b) above, necessarily and reasonably incurred to maintain the **Business** during the **Indemnity period**.

Memoranda

1. **Alternative premises**
If during the **Indemnity period** goods are sold or services carried out elsewhere than at the **premises** for the benefit of the **Business** either by **you** or by others on **your** behalf, **we** shall take into account the **money** paid or payable for such sales or services in arriving at the **Turnover** during the **Indemnity period**.
2. **Professional accountants**
We will pay for professional accountants' charges **you** reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions, provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the **limit of liability**.
3. **Renewal**
You shall before each renewal tell **us** the **Estimated gross profit** for the financial year most nearly concurrent with the next **Period of insurance**.
4. **Premium adjustment**
The first and annual premiums for **Gross profit** are provisional and are based on the **Estimated gross profit** for the financial year most nearly concurrent with the **Period of insurance**.

Within six months of the expiry of each **Period of insurance**, **you** shall give **us** a declaration of the **Gross profit** earned during the financial year most nearly concurrent with the **Period of insurance** as confirmed by **your** auditors.

If any **Incident** has occurred giving rise to a claim for loss of **Gross profit**, **we** shall increase the declaration for the purpose of premium adjustment by the amount by which the **Gross profit** was reduced during the financial year solely in consequence of the **Incident**.

Section E- Business interruption (continued)

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

- a) is less than the **Estimated gross profit** for the relative **Period of insurance**, we will allow a pro rata return of premium not exceeding 50% of such premium.
- b) is greater than the **Estimated gross profit** for the relative **Period of insurance**, you shall pay a pro rata additional premium.

5. **Uninsured standing charges**

If any standing charges of the **Business** are not insured by this section (having been deducted in arriving at the **Gross profit**), then in calculating the amount recoverable as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **Gross profit** bears to the sum of the **Gross profit** and the uninsured standing charges.

Section E- Business interruption (continued)

Appendix B – Gross revenue (declaration-linked basis)

Additional definitions

The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Notes

1. To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section shall be **exclusive** of it.
2. For the purpose of these definitions any adjustment implemented for current cost accounting shall be disregarded.

Annual revenue

The **Revenue** during the twelve months directly before the date of the **Incident**.

Estimated revenue

The amount **you** declare to **us** as representing the **Revenue** which **you** anticipate will be earned by the **Business** during the financial year most nearly concurrent with the **Period of insurance** (proportionately increased where the **Maximum Indemnity period** exceeds twelve months).

Limit of liability

133.33% of the **Estimated revenue** stated in the schedule and 100% of the sums insured by other items.

Our liability shall not be reduced by the amount of any loss as long as **you** agree to pay the appropriate additional premium for such automatic reinstatement of cover.

Revenue

The **money** paid or payable to **you** in respect of the work done or services rendered in the course of the **Business**.

Standard revenue

The **revenue** during that period in the twelve months directly before the date of the **Incident** which corresponds with the **Indemnity period**. **We** will adjust the figures as necessary to provide for the trends or special circumstances affecting the **Business** before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred.

Claims - basis of settlement

The insurance by this item is limited to loss of **Revenue** not exceeding the **Limit of liability** due to

- a) reduction in **Revenue**; and
- b) increase in cost of working

and the amount payable as indemnity shall be

1. in respect of reduction in **Revenue** the amount by which the actual **Revenue** during the **Indemnity period** shall in consequence of the **Incident** fall short of the **Standard revenue**
2. in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **revenue** which but for that expenditure would have taken place during the **Indemnity period** in consequence of the **Incident** but not exceeding the total of
 - a) the amount of reduction in **Revenue** thereby avoided; plus
 - b) 25% of the sum insured by this item (but not more than 250,000 EUR)

less any sum saved during the **Indemnity period** in respect of such charges and expenses of the **Business** payable out of **Revenue** as may cease or be reduced in consequence of the **Incident**.

Section E- Business interruption (continued)

Appendix B – Gross revenue (declaration-linked basis) (continued)

Additional increased cost of working (if insured) is limited to additional expenditure in consequence of the **Incident** in excess of the amount recoverable under clause b) above necessarily and reasonably incurred to maintain the **Business** during the **Indemnity period**.

Memoranda

1. **Alternative premises**

If during the **Indemnity period** goods are sold or services carried out elsewhere than at the **premises** for the benefit of the **Business** either by **you** or by others on **your** behalf, **we** shall take into account the **money** paid or payable for such sales or services in arriving at the **Revenue** during the **Indemnity period**.

2. **Professional accountants**

We will pay for professional accountants' charges you reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the **Limit of liability**.

3. **Renewal**

You shall before each renewal tell **us** the **Estimated Revenue** for the financial year most nearly concurrent with the next **Period of insurance**.

4. **Premium adjustment**

The first and annual premiums for **Revenue** are provisional and are based on the **Estimated revenue** for the financial year most nearly concurrent with the **Period of insurance**.

Within six months of the expiry of each **Period of insurance**, **you** shall give **us** a declaration of the **Revenue** earned during the financial year most nearly concurrent with the **Period of insurance** as confirmed by **your** auditors.

If any **Incident** shall have occurred giving rise to a claim for loss of **Revenue**, **we** shall increase the declaration for the purpose of premium adjustment by the amount by which the **Revenue** was reduced during the financial year solely in consequence of the **Incident**.

If the declaration (adjusted as provided above and proportionately increased where the **Maximum Indemnity period** exceeds twelve months)

- a) is less than the **Estimated revenue** for the relative **Period of insurance**, **we** will allow a pro rata return of premium not exceeding 50% of such premium.
- b) is greater than the **Estimated revenue** for the relative **Period of insurance**, **you** shall pay a pro rata additional premium.

Section E- Business interruption (continued)

Appendix C – Additional cost of working

Claims - basis of settlement

The insurance by this item is limited to additional cost of working due to additional expenditure and costs necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity period** but not exceeding the sum insured stated in the schedule.

Memorandum

1. **Professional accountants**

We will pay for professional accountants' charges **you** reasonably incur for producing and certifying any particulars, details, information or evidence that **we** may require under the terms of the claims conditions provided that the amount payable under this memorandum together with the amount otherwise payable under this section does not exceed the sum insured.

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay your claim, or any payment could be reduced. **You** must:

- 1 notify **your** claim as soon as possible to the applicable contact stated above.
- 2 provide any other information **we** may require.
- 3 comply with "General Conditions – Claims Conditions".
- 4 follow all reasonable instructions given to **you** by **us** in response to **your** claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Section F - Money

Part 1 – Loss of money

Definitions

The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Alarmed premises

The **premises** or those parts of the **premises** protected by the **Intruder alarm system**.

Estimated annual amount of money

Money excluding stamped National Insurance Cards, crossed cheques, crossed bankers drafts, crossed warrants, National savings certificates, premium savings bonds, franking machine impressions, credit company sales vouchers and VAT invoices.

Intruder alarm system

The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by **us**.

Keyholder

You or any **Responsible person** or keyholding company **you** authorise

1. to accept notification of faults or alarm signals relating to the **Intruder alarm system**; and
2. to attend and allow access to the **premises**.

At least one **Keyholder** must be available at all times.

Limits any one loss

As stated in the schedule in respect of the following.

1. Stamped national insurance cards, crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques) crossed money orders, crossed postal orders, crossed bankers draft, crossed warrants, national savings certificates, premium savings bonds, unused units in franking machines, credit company sales vouchers and VAT invoices.
2. **Money** other than as described in item 1 not contained in locked safes
 - a) in **your premises** outside **Business hours**.
 - b) in the private houses of **your** principals or authorised **Employees** or the premises of solicitors or authorised agents to the extent that **money** is not otherwise insured.
 - c) in the custody of collectors for twenty four hours from the time of receipt or until the next working day whichever is the later.
3. **Money** other than as described in item 1 from locked safes outside **Business hours**. **We** shall not be liable for loss of **money** from any safe or strongroom not listed in the schedule above a limit of 1,500 EUR in total.
4. Any other loss of **money** other than as described in item 1 insured by this section.

Responsible person

You or any person **you** authorise to be responsible for the security of the **premises**.

Insuring clause

We will indemnify **you** in respect of the following.

1. Loss of or **damage to money, your** Property or for which **you** are responsible, in the course of the **Business** up to the **limit any one loss** stated in the schedule
 - a) in transit.
 - b) in the custody of collectors for twenty four hours from time of receipt or until the next working day whichever is the later.

Section F - Money (continued)

- c) on sites of contracts where **Employees** are working.
 - d) on the **premises**.
 - e) at the private houses of **your** principals or authorised **Employees** or the premises of solicitors or authorised agents, to the extent that **money** is not otherwise insured, up to a maximum amount of 500 EUR for any one loss or any higher limit shown in the schedule for any one loss.
 - f) deposited in any bank night safe and within bank premises until removed by a bank official, up to a maximum amount of 5,000 EUR for any one loss or any higher limit shown in the schedule for any one loss.
 - g) on the **premises** outside of **Business hours** as shown in the schedule.
 - h) on the **premises** outside of **Business hours** in a locked safe or strongroom as shown in the schedule.
2. Loss of or **damage** following robbery or attempted robbery to any safe or strongroom at the **premises**, any container, case, bag or waistcoat used for the carriage of **money** or any stamp franking machine used for **your Business**.
 3. **Damage** to clothing and personal effects (including up to 25 EUR per person for personal **money**) belonging to **you** or any of **your** directors, partners or **Employees** following robbery or any attempted robbery subject to a limit any one person of 500 EUR.

Special conditions

- A. It is a condition of this Policy under item 3 of the schedule (**money** from locked safes outside **Business hours**) that outside **Business hours** the safes are kept locked and the keys of the safes are not be left on the **premises** unless
 1. the **premises** are occupied by **you** or an authorised **Employee**, in which case such keys if left on the **premises** must be kept in a secure place not in the vicinity of the safes; or
 2. if the **premises** are **unoccupied**, the keys to the safe(s) detailed under item 3 on the schedule are placed in a separate locked safe or strongroom and the keys to this removed from the **premises**. In this event **our** maximum liability shall not exceed the limit of liability stated in the schedule under item 3 or 5,000 EUR whichever is the less in respect of loss of **money**.

If **you** do not comply with this special condition, **we** will deal with any loss of **money** under Item 2 i) of the schedule (**money** not contained in locked safes in **your premises** outside **Business hours**), provided that **our** maximum liability shall not in the aggregate exceed the **limit any one loss** stated in the schedule.

B. Intruder alarm

(Applies only if stated in the schedule)

It is a condition of this Policy in respect of **damage** that

1. the **Alarmed premises** are protected by the **Intruder alarm system** whenever they are closed for Business or left unattended.
2. the **Intruder alarm system** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with **us**.
3. no alteration to or substitution of
 - a) any part of the **Intruder alarm system**;
 - b) the procedures agreed with **us** for Garda Siochana or any other response to any activation of the **Intruder alarm system**; or
 - c) the maintenance contractshall be made without **our** written agreement.
4. no structural alteration of or changes in the layout to the **premises** that could affect the operation of the **Intruder alarm system** shall be made without **our** written consent.

Section F - Money (continued)

5. the **Alarmed premises** shall not be left without at least one **Responsible person** on them without **our** agreement unless the **Intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation.
6. all keys to the **Intruder alarm system** are removed from the **premises** when they are left unattended.
7. the **Keyholders** will keep all codes for the operation of the **Intruder alarm system** secret and will not leave details of them on the **premises**.
8. **you** shall appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the Garda Siochana and the alarm company who are contracted to maintain the alarm.
9. if the **Intruder alarm system** is activated or the communication signal interrupted then, unless alternative procedures have been agreed with **us** in writing, a **Keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **Responsible person** on the **premises** until the provisions of paragraph 5 have been complied with.
10. in the event of **you** receiving any notice
 - a) that Garda Siochana response to alarm signals/calls from the **Intruder alarm system** may be withdrawn or the level of response reduced or delayed;
 - b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
 - c) from the installing company or other such company as agreed by **us** that the **Intruder alarm system** cannot be returned to or maintained in fully working order**you** shall advise **us** as soon as possible and in any event not later than 10.00 am on the next working day and comply with all **our** subsequent requirements.

Special provision

It is a condition of this Policy that before **we** agree the alarm specification and maintenance contract arrangements **you** shall comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

Exclusions

We will not be liable for losses from the following.

1. By theft by any of **your** directors, partners or **Employees**
 - a) not discovered within fourteen working days of its occurrence; or
 - b) more specifically insured by any other Policy or policies except in respect of any excess beyond the amount payable under such other Policy or policies.
2. Arising elsewhere than in the Republic of Ireland.
3. From an unattended vehicle unless the vehicle is stolen at the same time or the vehicle is securely locked and **money** stored out of sight at the time of the loss.
4. Due to the dishonest acts of any person in **your** employment or service not discovered within fourteen days of the actual occurrence.
5. Due to falsification of accounts.
6. More specifically insured under another Policy except for any amount in excess of the amount payable under this Policy.

Section F - Money (continued)

7. Arising from shortages due to error, omission, depreciation in value or the use of counterfeit **money**.
8. Of **money** or contents from any gaming or vending machine in excess of 500 EUR.
9. Arising from consequential loss of any kind.
10. **Damage to money** during transit by post (other than registered post).

Part 2 – Personal injury (robbery)

Definitions

Each time one of the definitions below is used in this section it will have the same meaning wherever it appears in this section or in the schedule in relation to this section. To help identify these words they appear in bold in this section wording.

Bodily injury

Injury resulting solely and directly from accident caused by outward, violent and visible means which shall directly and independently of any other cause result in death or disablement.

Insured person

You or any director, principal, partner or **Employee**.

Loss of limb

- A. in the case of an upper limb, the physical severance of four fingers through or above the meta-carpo phalangeal joints or permanent total loss of use of an entire arm or hand.
- B. in the case of a lower limb, the physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.

Loss of sight

Permanent and total loss of sight which will be considered as having occurred

- A. in both eyes if the **Insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- B. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the **Insured person** should see at 60 feet).

Medical expenses

The cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home or ambulance charges.

Permanent total disablement

Bodily injury (not resulting in **Loss of limbs** or **Loss of sight**) which is the sole and direct cause of the **Insured person** being totally disabled and prevented from attending to any Business or occupation, with proof satisfactory to **us** that such disablement has continued for 104 weeks from the date of the occurrence and will in all probability continue for the remainder of the life of the **Insured person**.

Temporary total disablement

Bodily injury which is the sole and direct cause of the **Insured person** being totally disabled and prevented from attending to their Business or occupation.

Section F - Money (continued)

Temporary partial disablement

Bodily injury which is the sole and direct cause of the **Insured person** being partially disabled and prevented from attending to a substantial part of their Business or occupation.

Insuring clause

- a) **We** will pay the benefits stated in the schedule in respect of **Bodily injury** sustained by the **Insured person** as a result of robbery or attempted robbery arising in the course of the **Business** and within two years resulting in the following.
1. Death.
 2. **Loss of sight.**
 3. **Loss of limbs.**
 4. **Permanent total disablement** (other than by **Loss of limbs** or **Loss of sight**).
 5. **Temporary total disablement** .
 6. **Temporary partial disablement.**
 7. **Damage** to clothing or personal effects belonging to **you** or any of **your Employees** subject to a limit of 500 EUR any one person.
- b) **We** will reimburse **you** in respect of **Medical expenses** necessarily incurred in the treatment of the **Insured person** up to 15% of any amount paid under benefit 5 and 6.

Benefits

The benefits applicable are as stated in the schedule.

Limits of amounts payable

1. The benefit under item 5 and 6 shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement.
2. If and when benefit becomes payable under any of items 1, 2 or 3, any weekly benefit being paid in connection with the same injury will cease.
3. **Permanent total disablement** shall have lasted for 104 weeks and have been proved to **our** satisfaction to be permanent and without expectation of recovery before benefit under item 4 becomes payable.
4. Payment of a claim under one of the items 1, 2, 3 or 4 will end the cover granted insofar as it applies to the **Insured person** concerned.
5. No benefit shall be payable for more than one of the items 1, 2, 3 or 4 in respect of the same injury.
6. No benefit shall be payable in respect of death or disablement consequent upon aggravated or prolonged by any pre-existing physical or mental defect, infirmity, pregnancy or childbirth.

Special conditions

- A. The cover under this part of the section applies only to persons between the ages of 16 and 70 years.
- B. **Bodily injury** must occur in the Republic of Ireland.

Section F - Money (continued)

Claims condition

- a) **You** shall provide all certificates, information and evidence required by **us** in the form prescribed by **us** at **your** expense. The **Insured person** shall as often as required submit to medical examination on **our** behalf and expense in connection with any claim. In the event of the death of an **insured person**, **we** are entitled to have a post mortem examination at **our** own expense.
- b) **We** shall not be affected by notice of any trust, charge, Lien, assignment or other dealing with this section and **our** liability shall be discharged when **you** or **your** personal representative receive any indemnity payable.
- c) The **Insured person** or their personal representative shall have no right to claim from or sue **us**.
- d) If more than one party has an interest in the **insured person**, the benefit shall represent the total amount payable in respect of that **Insured person** for all interests covered by this insurance.

Exclusions

We will not be liable for the following.

- 1. Loss arising elsewhere than in the Republic of Ireland.
- 2. Loss more specifically insured under another Policy except for any amount in excess of the amount payable under this Policy.
- 3. Loss arising from consequential loss of any kind.

Section F - Money (continued)

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. **You** must:

- 1 notify **your** claim as soon as possible to the applicable contact stated above.
- 2 **provide** any other information **we** may require.
- 3 comply with “General Conditions – Claims Conditions”.
- 4 follow all reasonable instructions given to **you** by **us** in response to **your** claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Section G -Trade all risks

Definitions

The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Alarmed premises

The **premises** or those parts of the **premises** protected by the **Intruder alarm system**.

Intruder alarm system

The component parts including the means of communication used to transmit signals detailed in the alarm specification agreed by **us**.

Keyholder

You or any **Responsible person** or keyholding company **you** authorise

1. to accept notification of faults or alarm signals relating to the **Intruder alarm system**; and
2. to attend and allow access to the **premises**.

At least one **Keyholder** must be available at all times.

Property insured

Property belonging to **you** or for which **you** are responsible as set out in the schedule.

Responsible person

You or any person **you** authorise to be responsible for the security of the **premises**.

Territorial limits

The limits chosen by **you** and shown in the schedule attaching to this Policy.

- A. At **your Business premises**;
- B. Anywhere in the Republic of Ireland, England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man
- C. Anywhere in the European Union or
- D. Anywhere in the world.

Insuring clause

We will indemnify **you** for **damage** by any cause not specifically excluded to **Property insured** set out in the schedule anywhere in the **Territorial limits**, provided the **damage** occurs within the **Period of insurance** and subject to the limits specified in the schedule.

Clauses

1. Interest

It is understood that other parties may have an interest in certain **Property insured** by this Policy. The nature and extent of this interest must be disclosed in the event of **damage**.

2. Subrogation waiver

In the event of a claim arising under this Policy, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against

- a) any company standing in the relation of parent to subsidiary (subsidiary to parent) to **you** as defined in Section 155 of the the Companies Act 1963.
- b) any company which is a subsidiary of a parent company of which **you** are a subsidiary as defined in the Section 155 of the Companies Act 1963.

Section G -Trade all risks (continued)

3. Reinstatement

Subject to the following special conditions, the basis upon which **we** will calculate the amount payable in respect of **Property insured** by all items, other than stock or rent, shall be the reinstatement of the Property damaged to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

For this purpose reinstatement means

- a) the rebuilding or replacement of Property damaged which may be carried out in any manner suitable to **your** requirements or on another site as long as **our** liability is not increased; or
- b) the repair or restoration of Property damaged.

Special conditions

1. **Our** liability for the repair or restoration of Property partly damaged shall not exceed the amount which would have been payable had such Property been wholly destroyed.
2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property covered by any item exceeds its sum insured at the start of any **damage**, **our** liability shall not exceed that proportion of the amount of the **damage** which the sum insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time.
3. No payment beyond the amount which would have been payable in the absence of this clause shall be made
 - a) unless reinstatement commences and proceeds as quickly as possible.
 - b) until the cost of reinstatement shall have been actually incurred.
 - c) if the **Property insured** at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement.
4. All the other terms and conditions of the Policy shall apply in respect of any claim payable under this clause so far as they are able.

NB: This clause does not apply to claims for **Employees**, principals' or directors' personal effects.

Special condition

(Applies only if stated in the schedule)

A. Intruder alarm

It is a condition of this Policy in respect of **damage** that

1. the **Alarmed premises** are protected by the **Intruder alarm system** whenever they are closed for Business or left unattended.
2. the **Intruder alarm system** is maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company or such other company agreed with **us**.
3. no alteration to or substitution of
 - a) any part of the **Intruder alarm system**;
 - b) the procedures agreed with **us** for Garda Siochana or any other response to any activation of the **Intruder alarm system**; or
 - c) the maintenance contractshall be made without **our** written agreement.
4. no structural alteration of or changes in the layout to the **premises** that could affect the operation of the **Intruder alarm system** shall be made without **our** written consent.

Section G -Trade all risks (continued)

5. the **Alarmed premises** shall not be left without at least one **Responsible person** on them without **our** agreement unless the **Intruder alarm system** is set in its entirety with the means of communication used to transmit signals in full operation.
6. all keys to the **Intruder alarm system** are removed from the **premises** when they are left unattended.
7. the **Keyholders** will keep all codes for the operation of the **Intruder alarm system** secret and will not leave details of them on the **premises**.
8. **you** shall appoint at least two **Keyholders** and lodge written details (which must be kept up to date) with the Garda Siochana and the alarm company who are contracted to maintain the alarm.
9. if the **Intruder alarm system** is activated or the communication signal interrupted then, unless alternative procedures have been agreed with **us** in writing, a **Keyholder** will attend the **premises** as soon as reasonably possible following notification and will not leave without there being at least one **Responsible person** on the **premises** until the provisions of paragraph 5 have been complied with.
10. in the event of **you** receiving any notice
 - a) that Garda Siochana response to alarm signals/calls from the **Intruder alarm system** may be withdrawn or the level of response reduced or delayed;
 - b) from a local authority or magistrate imposing any requirements for abatement of a nuisance; or
 - c) from the installing company or other such company as agreed by **us** that the **Intruder alarm system** cannot be returned to or maintained in fully working order**you** shall advise **us** as soon as possible and in any event not later than 10.00 am on the next working day and comply with all **our** subsequent requirements.

Special provision

It is a condition of this Policy that before **we** agree the alarm specification and maintenance contract arrangement, **you** shall comply with all the requirements detailed above as if **we** had agreed the specification and maintenance arrangements.

Exclusions

We will not pay for the following.

1. Any consequential loss.
2. Financial loss caused by the loss of use or malfunction of the **Property insured**.
3. **Damage** arising from
 - a) faulty or defective design materials, inherent vice or latent defect.
 - b) mechanical, electrical, electronic, computer breakdown, failure or derangement.
 - c) wear and tear, gradual deterioration, the action of light, atmospheric conditions or other gradually operating cause.
 - d) process of cleaning, restoring or repairing.
 - e) process of production, packing, treatment, testing or commissioning.
 - f) confiscation or detention by Customs or government officials.
 - g) disappearance or shortage identified only by stocktaking.
 - h) riot, civil commotion occurring elsewhere than in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Section G -Trade all risks (continued)

4. **Damage** resulting from theft or attempted theft or unexplained disappearance or shortages
 - a) from an unattended vehicle; or
 - b) of **Property insured** which is unattended unless there is forcible and violent entry or exit.

5. **Damage** to
 - a) **Property insured** loaned or hired out by **you**.
 - b) glass and other fragile or brittle materials unless as a direct result of fire, theft or accident to the vehicle in which the **Property insured** was being transported.
 - c) **Property insured** left in the open by theft, attempted theft, storm or flood.
 - d) **Property insured** carried on the outside of vehicles unless as a direct result of collision or overturning.

6. **Damage** caused by **Pollution**.
However **we** will cover **damage** to the **Property insured** caused by
 - a) **Pollution** which itself results from fire, lightning, explosion, aircraft or other aerial devices dropped from them riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any pipe, tank or apparatus, sprinkler leakage or impact by any road vehicle or animal; or
 - b) any of the above named covers which itself results from **Pollution** provided it is not otherwise excluded.

7. **Damage** occurring outside the **Territorial limits**.

8. The **excess** shown in the schedule.

Section G -Trade all risks (continued)

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. **You** must:

- 1 notify **your** claim as soon as possible to the applicable contact stated above.
- 2 provide any other information **we** may require.
- 3 comply with “General Conditions – Claims Conditions”.
- 4 follow all reasonable instructions given to **you** by **us** in response to **your** claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Section H -Goods In Transit

Definitions

The following words will have the same meaning wherever they appear in this section of the Policy or in the schedule relating to this section. To help identify these words they will appear in bold in the section wording.

High value Property

Cigars, cigarettes and tobacco, non-ferrous metals, wines and spirits, clocks and watches, photographic equipment, furs, jewellery, gold, silver, precious stones and precious metals, radio, TV, hi-fi and video equipment, computers, mobile phones, video tapes, cassettes, CDs and DVDs, antiques and works of art belonging to **you** or for which **you** are responsible.

In transit

The period of time beginning when the **Property insured** comes under the control of the carrier and ending when it is delivered.

This will include loading, temporary housing en route for a period not exceeding 30 days and unloading. This will also include return transits to **you** from **your** Customers.

Property insured

Goods or merchandise belonging to **you** or for which **you** are responsible incidental to the **Business**. This excludes any Property carried for hire or reward.

Territorial limits

Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man including direct sea or air transit between these territories.

Vehicle

Vehicle including any trailer attached to it.

Insuring clause

We will at **our** option indemnify **you** by payment or reinstatement for accidental damage to the **Property insured** while **In transit** within the **territorial limits** from any of **your premises** whilst being carried by **vehicles** operated by **your** hauliers, rail or by parcel post.

We will not pay more than the limits shown in the schedule and **you** will be responsible for any **excess** that applies.

Extensions

We will extend this section to cover the following.

1. Extra Costs and expenses necessarily incurred in reloading onto any vehicle any **Property insured** which has fallen from the **vehicle** and removing debris of the **Property insured** following **damage** which is not excluded or following accident to the **vehicle**.
Our limit of liability will not exceed 2,500 EUR.
2. **Damage** to containers, tarpaulins, ropes, chains and other fastenings owned by **you** or in **your** charge and control while carried on any **vehicle**.
3. **Damage** to the personal effects of the driver and his attendant up to a maximum amount of 500 EUR.
We will not be responsible for the first 25 EUR of each claim.
We will not indemnify **you** or **your** driver for **damage** to any item insured by any other insurance Policy.

Section H -Goods In Transit (continued)

4. Expenses reasonably incurred for which **you** are responsible in transferring the **Property insured** to any other vehicle following fire, collision, overturning or impact of the **vehicle** including carrying the **Property insured** to the original destination or to place of collection.
5. Costs and expenses reasonably incurred by **you** in re-securing the **Property insured** following a dangerous movement of the load **In transit** for an amount not exceeding 500 EUR any one event.
6. Any vehicle used temporarily in substitution of any **vehicle** referred to in the schedule applicable to this section whilst it is out of use for maintenance, repair or official vehicle testing. Any substitute vehicle will be subject to the terms applicable to the original **vehicle**.

Special conditions

A. Due care

It is a condition of this Policy under this section that

1. in respect of any **vehicle you** own or operate under **your** control that
 - a) it is maintained in an efficient and roadworthy condition and is regularly serviced with particular attention to the roadworthiness of steering, brakes, tyres, lights and all security devices fitted;
 - b) all protective devices specified in the schedule and all other security devices fitted are properly maintained and not changed without **our** written agreement; and
 - c) whenever the **vehicle** containing the **Property insured** is left unattended
 - i) all doors and boot are locked and all windows and other openings are securely closed; and
 - ii) all protective devices are put into operation.
2. **you** take all reasonable care in the selection and employment of drivers and should obtain satisfactory written references as to their ability, integrity and honesty from two previous employers before **Property insured** is entrusted to them.
3. **you** ensure the reasonable monitoring of the performance of **your** drivers and attendants is carried out.
4. **you** take due care to make sure that each package or parcel insured is securely and adequately packed according to the nature of the goods and that each package or parcel is correctly and fully addressed. **You** should obtain proper receipts from the postal and rail authorities and any other carrier and keep them for **our** inspection at any time.

B. Alarm

(Applies only if stated in the schedule)

We will not be liable for any **damage** by theft or attempted theft from any unattended **vehicle** unless the alarm system

1. is maintained and inspected in accordance with the terms and conditions of the installing company's agreement; and
2. put into operation and all alarm keys removed from the **vehicle**.

Claims condition

- a) **You** should keep any merchandise or package for which **you** are making a claim together with its packaging as far as possible in the same state as delivered so **we** or any person authorised by **us** can inspect it.
- b) **You** shall assist **us** at **our** expense in providing details of any claim against carriers or others for any **damage** for which **we** shall be liable.

Section H -Goods In Transit (continued)

- c) If **we** ask, **you** shall assign the claim against the carriers or others to **us** so **we** can make the claim in **our** own name.
- d) Once a claim has been paid, any indemnity recovered from the carriers or others for any **damage** shall belong to **us**, except that any amount recovered in excess of the sum paid by **us** as indemnity shall belong to **you**.
- e) Once a claim has been paid, the Property for which payment is made shall belong to **us**.

Exclusions

We will not be liable for **damage**

- 1. to **money**, deeds, bonds, documents, manuscripts, Business books and computer system records, patterns, moulds, models, designs, plans.
- 2. to **High value Property** unless specifically insured.
- 3. to livestock or other living creatures.
- 4. to explosives or goods of a dangerous nature.
- 5. to tools of trade.
- 6. caused by deterioration due to change in temperature of **Property insured** carried in a chilled, refrigerated, frozen or insulated condition unless caused by an accident to the **vehicle**.
- 7. caused by
 - a) wear and tear, gradual deterioration, contamination, depreciation, evaporation, leakage spillage or shortage of weight, inherent vice, insects, mildew, vermin or nature of the **Property insured**;
 - b) normal atmospheric conditions where the **Property insured** is on an open vehicle unless it is properly protected;
 - c) mechanical, electrical, electronic, computer breakdown, failure or derangement unless external **damage** occurs first to the **Property insured**;
 - d) delays, loss of market or other consequential loss;
 - e) not making full and complete declarations or not getting receipts for parcels, packages or consignments.
- 8. resulting from theft or attempted theft or unexplained disappearance
 - a) from an unattended **vehicle**; or
 - b) of **Property insured** which is unattended unless there is forcible and violent entry or exit.
- 9. caused by strikes, riots, civil commotion and malicious damage in Northern Ireland.
- 10. to **Property insured** carried on vehicles other than those listed in the schedule.
- 11. to **Property insured** in any **vehicle you** own or which is in **your** custody or control while it is being used for private purposes outside the normal course of **your Business**.
- 12. caused by nationalisation, confiscation, requisition or destruction by order of any government, public or local authority.
- 13. to **Property insured** arising as a result of packing which was inadequate to withstand normal handling during transit or from overloading of the **vehicle**.
- 14. to **Property insured** more specifically insured.

Section H -Goods In Transit (continued)

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. **You** must:

- 1 notify **your** claim as soon as possible to the applicable contact stated above.
- 2 provide any other information **we** may require.
- 3 comply with “General Conditions – Claims Conditions”.
- 4 follow all reasonable instructions given to **you** by **us** in response to **your** claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Section I - Computer breakdown (continued)

Definitions .

*The following words will have the same meaning wherever they appear in this section of the Policy or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.*

Breakdown

Damage to an item of **Equipment** resulting from the actual breaking, distortion or electrical burn-out of any part whilst in use at the **premises** arising from defects in the item of **Equipment** causing sudden stoppage of its function and requiring its repair or replacement but excluding **damage** caused by fire or by any cause external to the **equipment**.

We shall not be liable for **Breakdown** of any **Equipment** that is not the subject of a maintenance contract with a competent computer maintenance firm, affording free parts and free labour for repairs necessitated by **Breakdown** arising from wear and tear or the fault of the maintenance firm. This proviso shall be of no effect in respect of any **Equipment** whilst it is the subject of a guarantee provided by the manufacturer or supplier under which equivalent services are afforded.

Computer virus

Any software program routine code or system or any part which causes loss, distortion, destruction, corruption of or restricted access to any information data program routines or software forming part of any computer media.

Equipment

- a) Computer equipment including fixed disks and interconnected wiring used for processing electronic data together with visual display units, printers and data carrying materials but excluding any such equipment controlling any manufacturing process.
- b) Ancillary equipment solely for use with the computer equipment comprising air conditioning, cooling equipment, generating equipment, voltage regulating equipment, telecommunication links, electronic access equipment and temperature and humidity recording equipment.
- c) Data carrying materials being current and back-up disks, tapes and other materials (excluding paper records of any description).

Insuring clause

We will indemnify **you** for **damage** to the **equipment** insured as stated in the schedule due to **Breakdown** occurring whilst the **equipment** is at **your premises**.

Extensions

1. Incompatibility of computer records

In the event of a claims settlement resulting in the replacement of **equipment** insured with **equipment** which is incompatible with **your** undamaged computer data and programme records, **we** will indemnify **you** for

- a) the costs of modification of the **Equipment**; or
- b) the costs of replacing or reinstating programmes or data necessarily and reasonably incurred with **our** consent to achieve compatibility.

We will not pay more than 10,000 EUR under this extension.

Section I - Computer breakdown (continued)

2. Increased costs of working/reinstatement of data

In the event of

- a) **damage** for which **we** are liable above, or would be liable but for the application of any excess, which causes interruption or interference with the computer operations of the **Business** for a period of at least 24 consecutive hours;
- b) total or partial failure for a period of at least 30 consecutive minutes of the supply of electricity to the **premises** which is not caused by a deliberate act of the supply undertaking, unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking's system, or by a scheme of rationing, unless necessitated solely by physical damage to a part of the supply undertaking's system;
- c) total failure for a period of at least 30 consecutive minutes of the electricity supply to an item of **Equipment** resulting from sudden and unforeseen **damage** to the distribution equipment within the **premises**;
- d) total failure for a period of at least 24 consecutive hours of the supply of telecommunication services at the **premises** which is not caused by a deliberate act of the supply authority, unless performed for the sole purpose of protecting their equipment, or by **your** use of machinery and **Equipment** which is not accepted by the telecommunications authority as properly installed and compatible with the telecommunications system;
- e) the accidental or malicious erasure, destruction, distortion or corruption of data or programmes on the **equipment** resulting from an identifiable cause but excluding the permanent or temporary loss of or loss of use of or inaccessibility of data or programmes directly resulting from pre-existing faults in or unsuitability of programmes or computer systems software and also excluding losses caused by a malicious act and discovered later than twelve months after the loss was initiated; or
- f) prevention or hindrance of the use of or access for a period of at least 24 consecutive hours to an item of **Equipment** caused by **damage** of any Property at or in the vicinity of the **equipment** within the **premises**

we will indemnify **you** for

- a) the increase in cost of working; and
 - b) the cost of replacement of and reinstatement of data on to data carrying media
- and the amount payable as indemnity is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the **Business** which but for such expenditure would have taken place in consequence during the period beginning with the occurrence and ending not later than the Indemnity period stated in the schedule directly after which the results of the **Business** are affected.

This indemnity includes the reasonable charges payable by **you** to **your** professional accountants or auditors for producing any particulars or details or any other proofs, information or evidence as may be required under the claims conditions and reporting that such particulars or details are in accordance with **your** books of account or other Business books or documents.

We will not pay more than the amounts stated in the schedule for

- a) increased cost of working excluding the costs of reinstatement of data and replacing data carrying media; or
- b) the costs of reinstating data and programmes and replacing data carrying media.

3. Consulting engineers' fees and claims investigation costs

We will indemnify **you** for all costs incurred with **our** consent, including consulting engineers' fees, in investigating possible repairs (whether or not successful) or the reinstatement of an item of **equipment** but not the costs of preparing any claim.

We will not pay more than 5,000 EUR in total in respect of such fees and costs.

Section I - Computer breakdown (continued)

4. **Temporary repairs and expediting permanent repairs**

We will indemnify **you** for the reasonable additional expenses incurred with **our** consent in making a temporary repair or in carrying out a permanent repair to an item of **equipment**. **Our** liability under this extension shall not exceed 25,000 EUR or 50% of the cost of such **damage** whichever is the lesser.
5. **Removal of debris/protection from further damage**

We will indemnify **you** for the Costs and expenses necessarily incurred with **our** consent in

 - a) removing debris, dismantling or demolishing any part of an item of **equipment** which has sustained **damage** insured under this section; and
 - b) protecting any part of an item of **equipment** whether damaged or not provided that this is necessitated by insured **damage**.

We will not pay more than 10,000 EUR in total in respect of this extension.
6. **Additional rental charge**

If, as a direct result of **damage** insured, the lease or hire contract in force at the time of the accident in respect of the damaged **equipment** is cancelled by the owners of the **equipment** and replaced by a new one in respect of similar Property to that damaged but at a rental charge rate above that payable under the cancelled contract, **we** will indemnify **you** for the additional rental charges to be paid during the two years commencing from the time of such **damage**. **We** will not pay more than 25,000 EUR in total in respect of this extension.
7. **Refilling charges**

We will indemnify **you** for the cost of refilling the cylinders of any gas-flooding systems installed solely for the protection of the computer **equipment** arising out of the accidental discharge of such system. **We** will not pay more than 5,000 EUR in total in respect of this extension.
8. **Additions**

The insurance extends to include additions to **equipment** occurring after the commencement of the **Period of insurance** up to next renewal provided that this cover shall not exceed 10% of the total sum insured on **equipment** or 30,000 EUR whichever is the lesser.
9. **Anti-theft device**

We will indemnify **you** to replace or repair any anti-theft device which is permanently fitted to **equipment** following **damage** covered under this section. **We** will not pay more than 5,000 EUR in total in respect of this extension.

Basis of settlement

1. In respect of **damage** to an item of **equipment** for which, at the time of the **damage**, all parts are obtainable from its manufacturer or the agent or factors of the manufacturer at list prices, the basis of indemnity shall be reinstatement of the Property damaged and this shall mean
 - a) its replacement by similar **equipment** in a condition equal to but not better or more extensive than its condition when new; or
 - b) the repair of the **damage** and the restoration of the damaged portion of the **equipment** to a condition substantially the same as but not better or more extensive than its condition when new subject to the following.
 - i) The work must be carried out as quickly as possible.
 - ii) If at the time of repair or reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if all **equipment** had been destroyed or damaged exceeds its sum insured, the amount payable shall be proportionately reduced.
 - iii) **Our** liability shall not exceed the sum representing the cost which could have been paid if the **equipment** had been wholly destroyed.

Section I - Computer breakdown (continued)

2. In respect of **damage** to **equipment** not falling within the terms of 1 above, the basis of indemnity will be
 - a) the cost of replacement by similar Property of similar capacity in a condition equal to but not better or more extensive than its condition when new;
 - b) if all the necessary parts to repair the **damage** are obtainable from the manufacturer, their agent or factor at list prices, the cost of repair of the **equipment**; or
 - c) if all the necessary parts to repair the **damage** to the **equipment** are not obtainable from the manufacturer, their agent or factor at list prices, the cost of an equivalent repair to similar Property of similar capacity for which all spare parts are obtainable at list pricessubject to the following.
 - i) The work of replacement or repair must be carried out as quickly as possible.
 - ii) If, at the time of repair or reinstatement, the sum representing 85% of the cost which would have been incurred in reinstatement if all **equipment** had been destroyed or damaged exceeds its sum insured, the amount payable shall be proportionately reduced.
 - iii) **Our** liability shall not exceed the sum representing the cost which could have been paid if the **equipment** had been wholly destroyed.

Limit of indemnity

We will not pay more than the sum insured against any one item of **equipment** or in total the sum insured stated in the schedule plus any extra amounts for which **we** are liable under the extensions specified above.

Special condition

1. **Precautions**
You shall at all times take precautions to maintain in efficient working condition and available for instant use any standby or spare machinery or any other loss-minimising factors in existence when this insurance was first effected.

Exclusions

We will not provide cover for the following.

1. Repair or replacement necessitated solely by wasting, wearing away or wearing out caused by or resulting from ordinary use or working, rusting or gradual deterioration of any part of an item of Property but **we** shall be liable for the cost of **damage** insured by this section resulting from such causes.
2. Increase in cost of working incurred as a result of
 - a) temporary interference with transmissions to and from satellites due to atmospheric weather, solar or lunar conditions.
 - b) failure of any satellite before it attains its full operating function or whilst in or beyond the final year of its design life.
3. Prototype **equipment**.
4. **Equipment** more than 10 years old at inception of the Policy.
5. Loss of use of **equipment** or any other consequential loss except as provided for under Extension 2.
6. Any loss recoverable under any guarantee, maintenance, rental, hire or lease agreement or contract.
7. The **excess** shown in the schedule.
8. Damage, liability or expense arising from a computer virus

Section I - Computer breakdown (continued)

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. **You** must:

- 1 notify **your** claim as soon as possible to the applicable contact stated above.
- 2 provide any other information **we** may require.
- 3 comply with “General Conditions – Claims Conditions”.
- 4 follow all reasonable instructions given to **you** by **us** in response to **your** claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Section J - Frozen foods

Definitions

The following words will have the same meaning wherever they appear in this section or in the schedule relating to this section. To help identify these words they will appear in bold in the section wording.

Breakdown

1. Mechanical or electrical failure of any part of the **Refrigerating plant** requiring repair or replacement before it can resume working.
2. Sudden and unforeseen internal explosion causing **damage** to **Refrigerating plant**. This does not cover the failure of flanged, screwed or flat joints of any description.
3. **Damage** by frost to the condenser, cylinder, compressor and any water jackets if such **damage** renders the **refrigeration plant** inoperative.

Refrigerating plant

All working parts, frames and bedplates including motor compressors, pumps, condensers, evaporators, valves, piping, automatic controls, thermostats and wiring all forming part of the refrigerating unit.

Insuring clause

We will indemnify **you** in respect of **damage** to foodstuffs which belong to **you** or are held by **you** in trust or on commission for which **you** are responsible whilst contained

- a) in the **Refrigerating plant** detailed in the schedule; and
- b) elsewhere in **your premises** which, but for the occurrence of an incident covered by this section, would have been placed in **your Refrigerating plant**

by deterioration, contamination or putrefaction caused by or arising from

- a) rise or fall in temperature as a result of
 - i) **Breakdown** or inherent defect in the **Refrigerating plant**.
 - ii) non-operation of the thermostatic or automatic controlling devices forming part of the **Refrigerating plant**.
 - iii) accidental failure of the supply of electricity.
 - iv) accidental **damage** to the **Refrigerating plant**.
- b) accidental leakage of refrigerant or refrigerant fumes from the **Refrigerating plant**.

Exclusions

1. **We** will not be liable for loss resulting from
 - a) any interruption to the supply of electricity which does not exceed sixty consecutive minutes.
 - b) any interruption to the supply of electricity brought about by the deliberate act of any supply authority or by the exercise by any such authority of its power to withhold or restrict supply.
 - c) wear and tear, deterioration or gradually developing flaws or defects, partial fractures in the **Refrigerating plant** or incorrect setting of thermostats and automatic controls.
 - d) the **Refrigerating plant** itself.
2. 10% of each and every loss (minimum 100 EUR) after the application of the General condition of average in the event of **damage** involving **Refrigerating plant** over 5 years old at the time of such **damage**.

Section J - Frozen foods (continued)

Special condition

Maintenance

On the expiry of any guarantee period, **you** shall

- a) effect a maintenance contract on any of the **Refrigerating plant** which does not have hermetically sealed motors and compressors;
- b) maintain the maintenance contract throughout the currency of this insurance; and
- c) keep a proper record of all examinations, adjustments and replacements carried out.

In the event of a claim or possible claim under this section, **we** will not be liable for further **damage** relating to the defective **Refrigerating plant** until it has been repaired to **our** satisfaction.

How we settle claims

Things you must do...

You must comply with the following conditions. If **you** fail to do so, **we** may not pay **your** claim, or any payment could be reduced. **You** must:

- 1 notify **your** claim as soon as possible to the applicable contact stated above.
- 2 provide any other information **we** may require.
- 3 comply with "General Conditions – Claims Conditions".
- 4 follow all reasonable instructions given to you by **us** in response to your claim.

To help us settle your claim

It is **your** responsibility to prove any loss and **we** may ask **you** to provide necessary relevant information, documents and assistance **we** may reasonably require to help with **your** claim.

It is **your** responsibility to prove any loss and **we** may ask **you** to provide receipts, valuations, photographs, and any other relevant information and documents and assistance **we** may require to help with **your** claim.

Defence of claims

We may, at **our** discretion:

- take full responsibility for conducting, defending or settling any claim in **your** name; and
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.