PROPERTY OWNERS INSURANCE POLICY (OCCUPIED AND UNOCCUPIED)

This Policy is effected on behalf of ERGO Versicherung AG and O'Callaghan Insurances Ltd as their underwriting agents.

ERGO Versicherung AG is part of the Munich Re Group, one of the leading reinsurers and risk carriers worldwide.

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INTRODUCTION

This insurance is designed to provide cover for **Your** business assets and indemnity in respect of certain liability exposures.

The parties have entered into this contract in good faith and understand their respective obligations.

There are General Obligations contained in this **Policy** at pages 18-20 and Obligations / Conditions specific to certain Sections (additional obligations / conditions may also be imposed by endorsement) that are important to **Us** and which **We** rely upon **You** to comply with.

If **You** are a **Consumer**, the Consumer Insurance Contracts Act 2019 will apply to this **Policy**. If **You** are unsure as to whether a Section applies to **You** as a **Consumer**, please contact **Your** insurance advisor.

If **Your** property is **Unoccupied** or partly **Unoccupied** additional obligations apply that are set out on page 21. **Defined Perils** will also be limited as set out on Page 4.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation / condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which it occurred.

The **Policy** defines what is covered under separate Sections 1-5. Within those Sections the extent of cover is explained together with obligations and exclusions specific to that Section.

General Exclusions applying to the **Policy** are set out in pages 36-38. **We** will not pay a claim if an exclusion(s) is applicable.

The General Conditions at page 39 set out certain rights of **You** and **Us** and include clauses that apply to the whole of the **Policy**.

The General Definitions at pages 4-7 provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify which Sections of this **Policy** are operative including the Sums **Insured** and/or **Limits of Indemnity**.

The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find **Our** complaints procedure on page 14.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Your** insurance advisor to request any variation to the cover or terms. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on Pages 15-16.

GENERAL DEFINITIONS

Definitions are set out below unless otherwise shown in a particular Section. Any word or phrase, other than titles and paragraph headings, which has a definition is printed throughout this **Policy**, **Schedule** or any endorsement relating to this **Policy** in bold type. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

Aircraft
Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.

Annual Rent Receivable
The **Rent Receivable** during the twelve months immediately before the date of the **Incident**.

Bodily Injury (applicable to Sections 4 and 5 only)
Death, injury, illness or nervous shock.

Broker
The insurance broker or adviser through whom **You** purchased this **Policy**.

Building
The building(s) situated at the address(es) specified in the **Schedule** which include:

a) landlord's fixtures and fittings;
b) tenants' improvements for which the landlord is responsible under the terms of the lease or other agreement under which the property is let;
c) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;
d) walls, gates and fences;
e) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises** and extending to the public mains, but only to the extent of **Your** responsibility;
f) yards, car parks, roads and pavements, forecourts, all constructed of solid materials;
g) landscaping, excluding external ponds and lakes;

all belonging to **You** or for which **You** are legally responsible.

Building Works
Any works that include removal or alteration of load bearing walls, construction of new buildings and extensions, underpinning, demolition of the whole or any part of any building, re-roofing and installation of cavity wall insulation at the **Premises**.

Business
Your ownership of the **Premises** including **Your** maintenance and security of the **Premises**.

Computer System
The words **Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by **You** or any other party.

Consumer
You are a **Consumer** where **You** fall within the definition of that term as set out in the **Consumer** Insurance Contracts Act 2019.

Contract Works
The temporary or permanent works executed or in the course of execution by **You** or on **Your** behalf, in the performance of any contract, including materials supplied, by reason of the contract and other materials or plant for use in connection therewith.

Costs and Expenses
a) Claimant's costs and expenses arising in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.
b) All costs and expenses, directly relating to the resolution of any claim against **You**, incurred by **You**, with **Our** prior written consent in respect of any claim against **You** which may be the subject of **Indemnity** under this **Policy**.

Cyber Act
An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident
The words **Cyber Incident** shall mean:

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Cyber Loss
Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

Damage / Damaged
Accidental tangible physical loss, damage or destruction.

Data
Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Processing Media
Any property insured by this **Policy** on which **Data** can be stored but not the **Data** itself.

Death
Occurring within 12 months of injury which is the sole and direct cause of death.

Defined Peril
The words **Defined Peril** shall mean (save where **Buildings** are **Unoccupied** only perils a) b) c) and d) will operate):

a) fire, but excluding any **Damage** to the **Property Insured** caused by:
   i) explosion resulting from fire;
   ii) earthquake or subterranean fire;
   iii) its own spontaneous fermentation or heating;
   iv) its undergoing any heating process or any process involving the application of heat;

b) lightning;

c) explosion but excluding any **Damage** caused by or consisting of the bursting of a boiler or other vessel, machine or apparatus used for non-domestic purposes where internal pressure is due to steam only belonging to or under **Your** control;

d) **Aircraft** or other aerial devices or articles dropped there from;

e) riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons excluding **Damage**:
   i) arising from confiscation, requisition or destruction by order of the government or any public authority;
   ii) arising from cessation of work;

f) theft or attempted theft;

g) earthquake;

h) storm excluding:
   i) **Damage** by flood whether resulting from storm or otherwise;
   ii) **Damage** attributable solely to a change in the water table level;

i) flood excluding **Damage** attributable solely to a change in the water table level;

j) overflowing, discharge or leaking of any sprinkler apparatus;

k) escape of water from any tank, apparatus or pipe;

l) impact by any road vehicle (including goods falling from them) or animal not belonging to **You** or under **Your** control, falling trees, branches and falling aerials.

Employee
Any person who in connection with the **Business** is:

a) employed under a contract of service or apprenticeship with **You**;

b) a labour master or person supplied by him;

c) employed by labour only sub-contractors, but only whilst working for **You** and under **Your** control;

d) self-employed and working for **You** and under **Your** control;

e) hired to or borrowed by **You**;

f) supplied to **You** for the purpose of study work or training experience;

g) a prospective **Employee** who is undergoing practical work experience whilst being assessed by **You** as to his or her suitability for employment;

h) a voluntary helper while working under **Your** supervision and control and in connection with the **Business**; or

i) 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.

Excess
The first part of any claim which **You** must pay, after the application of any condition of average (where applicable). The applicable excess is stated in the **Schedule** if not stated in this **Policy**.

Glass
All fixed plain sheet or plain glass in windows, doors, fanlights, skylights, partitions, furniture, display and show cases, counters or shelves or mirrored glass fixed hand basins, lavatory bowls, bidets, shower trays and baths including lettering, embossing, beading, silvering or ornamental work at the **Premises**.

Incident
a) **Damage** to property used by **You** at the **Premises** for the purpose of the **Business**; or

b) Any of the contingencies in respect of which cover is provided by the Extensions, if operative, to Section 3, (any operative extensions will be shown in the **Schedule**).

Indemnity / Indemnify (applicable to Section 4-5 only)
The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the **Limits of Indemnity** as specified in the **Schedule**.

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 thereof.

Insured Event
A claim **You** have made under a section of the **Policy** for which **We** have agreed to provide indemnity.

Landlords Contents
Furniture, fitted carpets, domestic appliances and fixtures belonging to **You** as owner or for which **You** are responsible whilst contained in the **Buildings** by this section excluding:

a) Any item falling under the definition of **Building**(s);

b) Personal possessions;

c) **Stock** and materials in trade;

d) **Building** materials;

e) **Property** more specifically insured,

unless otherwise specifically agreed in writing by **Us**.

Maximum Indemnity Period
The Period as stated in the **Schedule**.

Offshore
From the time of embarkation by an **Employee** onto a vessel or **Aircraft** (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that **Employee** from a vessel or **Aircraft** (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel.

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**.

Policy
All terms, provisions, exclusions, conditions and **Limits of Indemnity** set out in this document; and
a) the **Schedule**, notices and other documents attaching from time to time; and
b) all endorsements incorporated and issued for incorporation in this document all of which must be read together and constitute the contract of insurance.

Pollution
a) **Pollution** or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to
   (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
   (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and
b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

Premises
The Address(es) specified in the **Schedule**.

Principal
The other party to a contract or agreement for whom **You** are undertaking work or services or providing **Products** where that party is responsible for setting out the terms of the contract or agreement.

Products
Any tangible products or goods (including containers, labelling, instructions or advice provided in connection with those products or goods) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by **You** in the course of the **Business**.

Professional Services
Works carried out in the scope of **Your** profession which arises out of a vocation, calling, occupation, or employment involving specialised knowledge, labour or skill. Including but not limited to the following:
a) Preparation, approval, provision of or failure to prepare, approve, or provide any opinion, report, design, drawing, specification, recommendation, warning, manual or inspection;
b) Installation, supervision, inspection, quality control, engineering or surveying activity or service, job site safety, or a selection of a contractor or subcontractor; or
c) Monitoring, testing, or sampling service necessary to perform any of the services included in a) or b) above.

Property
Property which is both material and tangible.

Property Insured
Except where expressly provided otherwise, the **Buildings** and **Landlords Contents** at the **Premises**, all as defined in these General Definitions, if and to the extent they are included as property insured in the **Schedule**.

Proposal
The **Proposal** Form, Statement of Fact, Declaration, Risk Presentation and any information supplied to **Us** by **You** or on **Your** behalf.

Renovation(s)
Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sinks, wash basin, W.C., bath and shower, carpeting, internal joinery, plastering, rewiring, installation / repair of central heating and external window replacement but excluding:
i) **Building Works**, and
ii) renovation forming part of a **Building Works** contract or project.

Rent
Periodic payments made by or to **You** for the lease of the **Buildings** specified in the **Schedule**.

Rent Receivable
The money paid or payable to **You** for accommodation and services provided in the course of the **Business** at the **Premises**.

Schedule
The **Schedule** is part of this contract of insurance and contains **Your** details and the **Period of Insurance** and the **Sums Insured** / **Limits of Indemnity**.

Standard Rent Receivable
The **Rent Receivable** during the period in the twelve months immediately before the date of the **Incident** which corresponds with the **Indemnity Period**.

Sum Insured / Limit of Indemnity

The sum or limit specified in the **Schedule** as applying to the relevant Section of this **Policy** or items.

Territorial Limits

a) The Republic of Ireland (Sections 1 – 3)
b) The Republic of Ireland and the surrounding territorial waters (Sections 4 – 5)

Terrorism

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

Unoccupied

When the **Premises** (or any part thereof) are untenanted, closed for business and/or not resided at for a period in excess of 21 consecutive days.

We /Us /Our / Insurer

ERGO Versicherung AG

You / Your

a) The firm, company, entity or individual named in the **Schedule**.
b) Any associated or subsidiary company of the policyholder provided it has been notified to and accepted in writing by **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 that 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.
   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.
d) **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 c) i) to c) iv) above that party complies with the terms of this **Policy** so far as they can apply and in any event **Our** liability will not exceed the **Limit of Indemnity**.

CONTRACT OF INSURANCE

This **Policy** is a contract of insurance between **You** and **Us**. In return for the premium **You** have paid or agreed to pay shown in the **Schedule We** agree to insure **You** in accordance with the terms conditions and exclusions contained in or endorsed on this **Policy**, against **Damage** occurring, and Loss of **Rent** resulting therefrom, or legal liability (provided that the Section of Cover being claimed against is operative) **You** incur for accidents, happening during the **Period of Insurance**.

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

- **Your Policy**, **Schedule** and any endorsements;
- Any clauses endorsed on **Your Policy**, as set out in **Your Schedule**;
- Any changes to **Your** insurance **Policy** contained in notices issued by **Us** at renewal.

You should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure **Your** insurance remains valid and should the situation arise the reporting conditions that apply in the event of a circumstance(s) that may give rise to a claim under this **Policy**.

Important

By entering into this insurance contract **We** accept that **You** have made a reasonably clear and accessible presentation of the risk.

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 on page 9;
- comply with **Your** duties under each Section and under the insurance as a whole.

If this **Policy** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

IMPORTANT INFORMATION

Information You have given Us

You have an obligation in **Your Proposal** to answer any questions honestly and accurately, make a fair presentation of the risk and disclose every material fact and circumstance (a fact or circumstance is material if it would influence **Our** judgement when considering whether to accept the risk and on what terms, conditions and premium) as otherwise **We** shall be entitled to remedy the position in accordance with the Claims and Remedy conditions on page 12 of this **Policy**. This obligation is without prejudice to the duty of utmost good faith which applies to **You** if **You** are not a **Consumer**.

If **You** are not a **Consumer**, the above obligations also apply to variations and continue throughout the **Period of Insurance** including any subsequent period(s) of insurance granted by **Us**. During the **Period of Insurance You** must notify **Us** of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by **Us** to **You**. This is without prejudice to **Your** duty of utmost good faith.

If **You** are a **Consumer**, during the **Period of Insurance You** must respond honestly and accurately to all questions asked by **Us** to **You** and must notify **Us** in writing of any change in the details provided to **Us** in **Your Proposal**.

You must notify **Us** as soon as is reasonably practicable of any changes in circumstances which may increase the possibility of loss, **Damage** or legal liability covered by this **Policy**. For example, **We** would need **You** to notify **Us**:

- if **You** change or expand **Your Business** activities stated in the **Schedule**;
- if the **Premises** are **Unoccupied**;
- if there is a change in the type of tenant at the **Premises**.

These are just some examples and there may be other circumstances **We** would want **You** to tell **Us** about. If **You** are in any doubt, please contact **Your Broker** directly as failure to notify **Us** of any changes could lead to **Your Policy** being cancelled, or a claim rejected or not fully paid.

If **You** are unsure as to whether or not certain facts should be disclosed, please contact **Your Broker**.

If **You** do not disclose all information **Your** insurance may not cover **You** fully, or at all.

How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as reasonably practicable. If **You** need to change the information **You** have given **Us** because a mistake has been made or if that information changes at any time, please contact **Your Broker** as soon as reasonably practicable on becoming aware of that mistake or change.

REMEMBER – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or **Your Broker** will write to **You** if **We**:

- 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, **Your Broker** should write to **You** at least twenty-one (21) days before the **Period of Insurance** ends with full details of **Your** next year's premium and **Policy** terms. **We** do not offer to renew it for **You** automatically. This means **You** need to confirm **Your** intention to renew before the **Policy** ends. 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 twenty-one (21) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

CANCELLATION PROCEDURE

How to cancel this insurance

To cancel this insurance (before, during or after the "cooling off period") please give **Us** notice via **Your Broker** or in writing to **Our** address as stated in **Your Schedule**.

Cooling off period

You have 14 days to make sure that **You** are happy with the cover provided. **You** can cancel the **Policy** by telling **Us** in writing. This 14-day period, known as the 'cooling-off period', starts on the day **You** receive **Your Policy** following inception of the cover; or the date the **Period of Insurance** starts, whichever is later.

If **You** are a **Consumer**, **You** may cancel this **Policy** by giving notice in writing to **Us**, within 14 working days after the date when **You** are informed that the contract has been concluded.

After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this insurance at any time. If **You** cancel this insurance after the cooling off period, **We** will pay **You** a refund of any premium paid less a deduction in respect of the time for which **You** have been covered as stated in "Return of premium" below.

Our right to cancel this insurance

We may cancel this insurance where there is a valid reason by giving **You** thirty (30) days' notice in writing by registered letter to **Your** last known address. If **We** cancel this insurance, **We** will pay **You** a refund of any premium paid as stated in "Return of premium" below. If **You** are a **Consumer**, **We** will also provide a reason for the cancellation.

Reasons **We** may decide to cancel **Your Policy** include if:

a) there is a material change in **Your Business**;
b) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
c) the information that forms the basis of this contract changes;
d) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests;
e) following a survey **We** have required **You** to make risk improvements and **You** have not completed these within a reasonable period of time advised by **Us**;
f) the premium has not been paid;
g) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.

Cancellation – instalment payments

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may then cancel this insurance and a refund or credit of premium may not be due when cancellation takes place in these circumstances.

Return of premium

If **You** have made a claim or there has been an incident which could give rise to a claim, **We** will not return any premium.

If this insurance is cancelled, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the premium stated in the **Schedule** less a deduction for the time for which **You** have been covered on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual premium) subject to **Us** receiving or retaining a minimum of 33.33% of the annual premium. However, where the **Premises** are declared as being **Unoccupied** at inception of the **Policy**, the amount retained by **Us** is amended as follows:

Period of Insurance % of premium retained by **Us**:
Up to 4 months 50%
Up to 5 months 60%
Up to 6 months 70%
Up to 7 months 80%
Up to 8 months 90%

No return premium is applicable for periods in excess of 8 months.

The cost(s) of any survey fees incurred by **Us** will be deducted from any return premium due.

CLAIMS PROCEDURE AND CONDITIONS

We aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

Your claim will be managed from within **Our** dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

How to make a claim

Contact:
Claims Dept, O'Callaghan Insurances, the Old Stable Building, Blackthorn Business Park, Dundalk

Your duties – Applicable to All Sections

If **You** are a **Consumer** and fail to comply with any notification period set out in this **Policy**, **We** will be entitled to refuse to indemnify **You** for non-compliance with such notification period on that ground alone unless **Your** non-compliance has not prejudiced **Us**.

Prejudice may include, without limitation, restricting or impeding **Our** ability to investigate or defend any claim by or against **You**, incurring or increasing any loss, damage, liability cost or payment that would not otherwise have been incurred or not occurred to the same extent and/or impeding or restricting the ability to obtain contribution from or to exercise subrogation rights against any other person (including any other insurer).

Claims Conditions 1 to 3 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

You shall:

1. notify **Us** as soon as reasonably practicable, but in any event within 14 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. give all information and assistance **We** may reasonably require in a timely manner or, if **You** are **Consumer**, cooperate with **Us** in the investigation of a claim, including by giving all information and assistance reasonably requested by **Us** in an honest and reasonably careful manner.

Sections 1 to 3

You shall, within 30 days of notification of a claim or such further time as **We** may in writing allow, deliver to **Us** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of **Damage** as **We** may reasonably require including any other insurances on any **Property Insured** by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any **Property Insured** under Section 1 is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans documents books and information as may be reasonably required.

In certain circumstances **We** may require sight of freehold title or the lease which must be provided by **You** within 30 days of any such a request.

It is a condition precedent to **Our** liability under this **Policy** that **You** inform the Police:

- If **You** are not a **Consumer**, immediately; and
- If **You** are a **Consumer**, as soon as reasonably possible,

and **Us** within 14 days if **Damage** is caused by thieves, malicious persons or vandals or by riot, civil commotion, strikes or labour disturbances.

Without prejudice to any other basis upon which **We** may refuse indemnity, if **You** do not comply with this condition **We** shall be entitled to refuse to indemnify **You** under this **Policy**.

Section 3 – Additional Requirement

Compliance with this condition is a condition precedent to **Our** liability under this **Policy**. If **You** do not comply with this condition **We** shall be entitled to refuse indemnity under this **Policy**.

You shall, within 14 days after the expiry of the **Indemnity Period** or within such further time as **We** may in writing allow, at **Your** own expense, deliver to **Us** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **Damage** resulting in loss of rent.

You shall at **Your** own expense also provide **Us** with such books of account and other business books, vouchers, invoices, balance sheets, and other documents, proofs, information, explanations and other evidence as **We** may reasonably require for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matter.

Sections 4 to 5

Claims Conditions 1 to 4 below are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

1. Every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to **Us**, unanswered if a claim for liability is made against **You**, as soon as reasonably practicable, but no later than fourteen (14) days after receipt.
2. **You** must not make any admission, offer, promise or payment without **Our** written consent.
3. **You** accept and acknowledge that **We** are 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.
4. **You** accept and acknowledge that **We** have full discretion in the conduct of any proceedings and in the settlement of any claim.

Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

i) avoid the contract, refuse all claims, and
ii) retain the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

i) avoid the contract, refuse all claims, and
ii) return the premiums paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate nor reckless **We** shall be entitled, if cover would have been offered on different terms, to

i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium. If more than one **Premises** is stated in the **Schedule** the proportion of the premium charged for the **Premises** that has sustained **Damage** will be applied.

"reduce proportionately" means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i)), where –

$$X = \frac{\text{Premium actually charged} \times 100}{\text{Higher Premium}}$$

Our Rights

Sections 1 to 3

1. On the happening of **Damage** in respect of which a claim is made, **We** may, without thereby incurring any liability or diminishing any of the **Our** rights under this **Policy**, enter take or keep possession of the **Premises** where such **Damage** has occurred and take possession of or require to be delivered to **Us** any property and deal with such property for all reasonable purposes and in any reasonable manner.
2. No property may be abandoned to **Us** whether taken possession of by **Us** or not.
3. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **We** have agreed to provide an indemnity under this **Policy**.

Sections 4 to 5

We may at any time pay to **You** in connection with any claim or series of claims under this **Policy** to which an **Indemnity** applies the **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and upon payment being made, **We** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **Our** consent before the date of 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 the balance of the amount required to dispose of the claim 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.

Fraudulent Claims

If **You** are a **Consumer** and **We** become aware that any claim made by **You** contains information that is false or misleading in any material respect and which **You** know to be false or misleading or **You** consciously disregard whether it is false or misleading, **We** shall be entitled to:

a) refuse all liability to **You** in respect of the claim, and
b) to terminate the **Policy**.

If **You** are a **Consumer** and **We** become aware that any claim is in any respect fraudulent **We** may, as soon as is practicable after becoming aware of that fact, notify **You** (on paper or on another durable medium) that **We**:

a) refuse all liability to **You** in respect of any claim made from the date of the submission of the fraudulent claim,
b) need not return any sums paid under the **Policy** and may recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
c) are treating the **Policy** as being terminated with effect from the date of the submission of the fraudulent claim.

If **You** are not a **Consumer** and if any claim made by **You** is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

a) not to pay the claim,
b) recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
b) not return any of the premiums paid under the **Policy**.

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Other Insurances

If in respect of any claim under this **Policy** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will 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 that claim but always limited to the **Limits of Indemnity** or **Sum Insured**.

Subrogation

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

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 at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

If **You** are a **Consumer**, the subrogation rights under this Section apply to the extent permitted under the **Consumer** Insurance Contracts Act 2019.

How to make a complaint

Our aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact the **Broker** who arranged the **Policy** for **You**.

If **Your** complaint is about a claim, **You** should refer the matter to The Complaints Officer, O'Callaghan Insurances, the Old Stable Building, Blackthorn Business Park, Dundalk.

If **Your** complaint is about anything else, **You** should refer it to [cover holder], whose contact details are:

The Complaints Officer, O'Callaghan Insurances, the Old Stable Building, Blackthorn Business Park, Dundalk

Alternatively, **You** can ask **Your Broker** to refer the matter on for **You**.

Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

What happens next?

If O'Callaghan Insurances Ltd are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, they will refer **Your** complaint to the Complaints Team at ERGO Versicherung AG care of ERGO UK Specialty Limited, who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Complaints Team Yourself by writing to:

Complaints Team,
ERGO Versicherung AG
c/o ERGO UK Specialty Limited,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN.

Telephone: **020 3003 7444**
E-mail: **complaints@ergo-commercial.co.uk**

The Complaints Team will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

If You remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Irish Financial Services and Pensions Ombudsman (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Irish Financial Services and Pensions Ombudsman may not adjudicate on a case where court proceedings are actively in progress.

The Financial Services and Pensions Ombudsman
3rd Floor Lincoln House
Lincoln Place
Dublin 2

Lo Call: **1890 882090**
Phone: **01 662 0899**

Further information is available from them and on
www.fspo.ie
Email: **info@fspo.ie**

PRIVACY NOTICE

Information We process

You should understand that information **You** provide, have provided and may provide in future will be processed by **Us**, in compliance with applicable data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

"**We**", in this privacy notice means ERGO Versicherung AG the controller of **Your** personal data. **We** have summarised the steps that **We** take to protect **Your** information here, and **Our** full **Data** Privacy Notice can be accessed on **Our** website at **https://www.ergo.com/en/Datenschutz**.

Information containing personal data and special category personal data

Information **We** process may include personal data and/ or special category personal data. Personal data is information that can be used to identify a living individual e.g. name, address, driving licence, PRSI number or professional details.

In addition, personal data may contain special categories of personal data; this can be information about **Your** health and/ or any criminal convictions.

We will always explain clearly when **We** need special category personal data, the purposes for which **We** will use it and where necessary **We** will obtain explicit consent to use such personal data.

Collecting electronic personal data

If **You** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

How We use Your personal data

Your personal data and/or special category 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.

Who We share Your information with

We may pass **Your** personal data and/or special category personal data to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers. **We** may also share **Your** personal data and/or special category personal data with law enforcement, fraud detection, credit reference and debt collection agencies and within the ERGO and Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop products and services;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **We** suspect that fraud is being attempted (e.g. to ensure that more than one claim cannot be made for the same personal injury or property damage)and/or
- respond to requests for information from law enforcement agencies.

We will not disclose **Your** personal data and/or special category personal data to anyone outside the ERGO/Munich Re Group of companies except:

- where **We** have **Your** permission or have identified an appropriate legal basis where the sharing of **Your** personal data and/or special category personal data is necessary;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

The transferring of information outside the European Economic Area

In providing insurance services, **We** may transfer **Your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **We** will ensure that appropriate measures are taken to safeguard **Your** personal and/or sensitive personal information.

Access to Your personal data

The individuals whose personal data and/or special category personal data is retained have a number of rights in relation to the personal data that **We** hold about them. These rights include but are not limited to:

- the right to a copy of the personal data;
- to object to the use of the personal data;
- to withdraw any consent previously provided; and to complain to the Irish **Data** Protection Commission at any time if they are not satisfied with the **Insurer**'s use of such personal data.

For a more complete list of the rights available, please refer to the full **Data** Privacy Notice.

If **You** would like to know what personal data and or/special category personal data **We** hold, please contact the Head of Compliance at the address listed within this notice, stating the reason for **Your** enquiry. **We** may write back requesting **You** to confirm **Your** identity.

If **We** do hold personal data and or/special category personal data about **You We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If some of **Your** information is inaccurate, **You** can ask **Us** to correct any mistakes by contacting **Our** Head of Compliance.

Please note that there are times when **We** will not be able to delete **Your** personal data. This may be as a result of a requirement to fulfil legal and regulatory obligations, or where there is a minimum statutory period of time for which **We** have to keep **Your** personal data. If **We** are unable to fulfil a request, **We** will always let **You** know the reasons.

Providing consent to process Your personal data

By providing **Us** with **Your** personal data and/or special category personal data, **You** consent to **Your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **You** supply **Us** with personal data and/or special category personal data of other people, it is **Your** responsibility to ensure and confirm that **You** have fairly and fully obtained their consent for the processing of their personal data. **You** should also show this notice to the other people, so that such persons know why and how **We** use their personal data.

In instances where **We** rely on **Your** consent, or the consent of other persons, **You** should understand that if **You** do not consent to the processing of **Your** personal data or such consent is withdrawn, **We** may be unable to provide **You** with insurance services.

Changes to this Notice

We keep **Our** privacy notice under regular review. This notice was last updated on the 18th April 2018.

Contacting Us

If **You** have any questions relating to the processing of **Your** information, contact:

Head of Compliance,
ERGO Versicherung AG
c/o ERGO UK Specialty Limited,
Munich Re Group Offices,
10 Fenchurch Avenue,
London, EC3M 5BN.

Telephone: **020 3003 7444**
E-mail: **complaints@ergo-commercial.co.uk**

OTHER IMPORTANT INFORMATION

Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of Ireland will apply and the parties submit to the exclusive jurisdiction of the courts of Ireland.

Language

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

Our Regulator

ERGO Versicherung AG is a German insurance company with its headquarters at ERGO-Platz 1, 40477 Düsseldorf. Registered No: HRB36466.

ERGO Versicherung AG is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from **Us** on request. ERGO Versicherung AG is regulated in Ireland by the Central Bank of Ireland for conduct of business rules.

Payments

All payments which become due or payable to a person who is ordinarily resident in Ireland shall be payable and paid in Ireland

Rights of Third Parties

If **You** are a **Consumer** and **You** incur a liability covered by this **Policy** to a third party **Your** rights may transfer to and vest in the third party in the circumstances provided for by section 21 of **Consumer** Insurance Contracts Act 2019.

Sanctions

This **Policy** will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

Taxes

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs, then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

The stamp duty on this **Policy** has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

GENERAL OBLIGATIONS

Alteration in Risk

If **You** are a **Consumer**, **You** must:

a) notify **Us** within 3 days where there is a material change in the risk which is the subject of the **Policy**;

b) notify **Us** within 3 days of the removal, alteration or additions of any fire or security protections or building components which might increase the risk of **Damage** to the **Property Insured**;

c) notify **Us** within 3 days if:

i) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued, or

ii) **Your** interest ceases except by will or operation of law, or

iii) there is a change of trade or use of the **Premises**

(each of a) to c) an alteration) whereby the risk is taken outside that which was within the reasonable contemplation of the Parties when the contract of insurance was concluded.

Irrespective of whether any such notification has been made (but without prejudice to **Your** obligation to make those notifications), **We** may refuse claims made by **You** where any alteration constitutes a change in the subject matter of this **Policy** and circumstances have so changed that it can properly be said by **Us** that the new risk is something which, on the true construction of the **Policy**, **We** did not agree to cover. The foregoing does not limit or exclude and is without prejudice to any other remedies that may be available to **Us**, under this **Policy** or otherwise, in connection with an alteration.

However, **We** agree not to refuse such claims if:

i) **You** have notified such alteration in writing to **Us** in good time to enable **Us** to assess the alteration and the alteration is not of such a nature that, if the alteration had occurred prior to the commencement of this **Policy**, **We** would not have entered into this **Policy** on any terms; and

ii) **You** have answered all reasonable questions that **We** may raise in connection with the alteration; and

iii) **You** pay an appropriate additional premium if required by **Us** with effect from the date of the alteration;

iv) **You** accept any additional terms that **We** impose, with effect from the date of the alteration.

If **You** are not a **Consumer**, **You** must:

a) immediately notify **Us** of any alteration or circumstance which materially affects the risks insured under this **Policy** and until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **You** have paid or agreed to pay the additional premium (if any) **We** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.

b) immediately notify **Us** of the removal, alteration or addition of any fire or security protections or building components which might increase the risk of **Damage** to the **Property Insured** otherwise **We** may refuse to pay **Your** claim(s) or provide indemnity under this **Policy**.

c) immediately notify **Us** if **You** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site and **We** shall then have the right to vary the terms or cancel cover under this **Policy** for **Damage** caused by subsidence ground heave or landslip.

d) immediately notify **Us** if:

i) the **Business** is being wound up or carried on by a liquidator or receiver or permanently discontinued, or

ii) **Your** interest ceases except by will or operation of law, or

iii) there is a change in the type of tenant at the **Premises**; or

iv) the **Buildings** or part thereof become **Unoccupied**,

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** of any such alteration(s) described in i) – iv) above and at **Our** option **We** have agreed to continue or vary the **Policy**.

Reasonable Precautions

It is a condition precedent to **Our** liability under this insurance that **You**:

a) take all reasonable precautions to prevent occurrences which may give rise to **Damage**, accidents or legal liability;

b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority;

c) take steps as soon as reasonably practicable to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;

d) when undertaking **Renovations** to the **Property Insured**, take all reasonable precautions to prevent **Damage**. **You** must not undertake **Building Works** without **Our** express written agreement.

otherwise **We** may refuse to pay **Your** claim(s) or provide indemnity under this **Policy**.

Maintenance and Safety

It is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 5 will not operate.

You must:

a) if the **Premises** or any part thereof is let as residential accommodation comply with current gas safety regulations and laws and at the commencement and throughout the currency of this insurance be in possession of a current Gas Completion Certificate issued by a Registered Gas Installer (RGI). Any necessary repairs and maintenance must be carried out promptly by a Registered Gas Installer (RGI)

b) if **You** are responsible for gas installations at commercial **Premises**, undertake annual maintenance checks and at the commencement and throughout the currency of this insurance, be in possession of a valid Gas Completion Certificate issued by a Registered Gas Installer (RGI)

c) At the commencement of this insurance and throughout the currency of this insurance, be in possession of an electrical completion certificate or electrical periodic inspection report (ETCI) that:
   i) covers the whole of the electrical installation(s);
   ii) is less than three years old and issued by a contractor approved and registered with one of the following:
      • Electrical Contractors Safety & Standards Association (ECSSA)
      • The Register of Electrical Contractors of Ireland Limited (RECI)
   iii) is satisfactory and free of a requirement (s) for remedial works to be completed, or is supported by documentation that confirms any required remediation work(s) have been satisfactorily completed.

NOTE: If the **Premises** or any part thereof is **Unoccupied** this Obligation is replaced by the Electrical condition on page 21.

d) in respect of any vessel, machinery or apparatus or its contents belonging to **You** or under **Your** control which is required to be examined to comply with any Statutory Regulations, such vessel, machinery or apparatus shall be the subject of:
   i) inspection(s) under contract, and
   ii) regular maintenance schedules;

and **You** must be in the possession of such certificates of inspection and evidence of maintenance.

Survey

In the event **We** have granted cover subject to a survey it is a requirement that **Your** full co-operation is provided to ensure that the survey is completed by the survey completion date stated in the **Schedule** or **Policy** endorsement, otherwise all cover will cease unless an extension to the period has been agreed in writing by **Us**.

Following the survey, **We** reserve the right to cancel or vary this insurance with immediate effect or impose additional terms, conditions and exclusions and/or revise the premium rate.

You must implement all survey requirements within the time limits specified by **Us** and maintain implementation of such requirements during the currency of this insurance and any additional periods granted by **Us** unless otherwise agreed.

If **You** fail to implement the term(s) of the requirement(s) within the time limit(s) specified by **Us** then all cover under the **Policy** shall terminate and remain inoperative unless:
a) an extension to the time limits has been agreed by **Us** in writing, or
b) all the survey requirement(s) have been fully implemented at the time of **Damage**, or
c) **We** have agreed to waive the survey requirement(s).

For the avoidance of doubt all terms and conditions of the **Policy** continue unless otherwise agreed by **Us** in writing. In the event the **Policy** is cancelled due to the terms of this endorsement, a return premium will be calculated on a pro-rata basis less the cost of the survey up to a maximum of €650.00 (or equivalent currency).

Electrical – Portable Appliance Testing

You must ensure the safety of electrical appliances owned by **You** or under **Your** control by:
a) periodically testing appliances, to be carried out by competent personnel (in-house or outsourced);
b) having all tested appliances labelled, whether passed or failed and having all testing recorded and kept for at least 5 years;
c) removing any equipment from the **Premises** that has failed testing unless it has been repaired by a qualified technician

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 5 will not operate.

Security

It is important that **You** comply with requirements a) – d) below otherwise all **Damage** arising from or caused by **Defined Perils** of fire, explosion, theft and malicious persons will be excluded.
a) **You** must ensure that all protections provided for the safety and security of the **Premises** shall be maintained in good order and shall not be withdrawn altered or varied without **Our** prior consent and shall be in full and effective operation when the **Premises** are closed for business or left unattended, and at all other appropriate times.
b) **You** must ensure that any alarm and/or system forming part of the protections shall be maintained in full and efficient working order under a contract to provide both corrective and preventive maintenance with the installing company and/or in accordance with the manufacturer's recommendations.
c) **You** must ensure that:
   i) all external entry/exit doors are fitted with at least 5 lever mortice deadlocks complying to BS3621 or fitted with locking bars secured by five lever close shackle padlocks
   ii) all windows and skylights that are accessible from the ground or basement level or from adjoining roofs, porches, walls, fire escapes or downpipes are either barred, grilled or fitted with key operated window locks.
d) **You** must notify **Us** as soon as possible if **You** receive notice:
   i) that An Garda Siochana attendance or any contractually provided attendance in response to alarm signals and/or calls from any alarm system may be withdrawn or the level of response reduced or delayed; or
   ii) from a Local Authority or Court imposing any requirement for abatement of nuisance in respect of any alarm system; or
   iii) that any alarm system cannot be returned to or maintained in full working order.

Following any such notice **You** will be responsible for the first 20% of any **Damage** caused by or arising from theft or attempted theft subject to a minimum contribution of €3,000 and, **We** shall have the right to vary terms or cancel cover provided under this **Policy**.

Sprinkler Maintenance

It is important that **You** comply with requirements 1- 7 below in respect of any installation(s) of automatic sprinklers at **Your Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded.

You must:

1. make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valve controlling the individual water supplies and the installation are fully open;
2. make a quarterly or half-yearly test if required by **Us** to do so for the purpose of ascertaining that each water supply is in order and record the particulars of each test;
3. make a test every weekday (holidays excepted) of:
   i) the brigade connection;
   ii) the circuit between the alarm switch and the control unit; and
   iii) the batteries in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade;

Note 1: It is permissible for test i) to be carried out by the Fire Brigade if the latter are prepared to give a written undertaking to perform the duty.

Note 2: Where the circuits in i) and ii) are continuously monitored tests need only be made once per week.

4. remedy promptly any defect revealed by such tests;
5. notify **Us** before any installation is rendered inoperative or as soon as reasonably possible in the event of an emergency;
6. allow **Us** access to the **Premises** at all reasonable times for the purpose of inspecting the sprinkler installation;
7. have in force during the **Period of Insurance** a contract with approved installing engineers providing for the maintenance of and half-yearly inspection of the installations(s) and to obtain from them following each inspection certification that they are in satisfactory working order.

Heat Application

If the use or application of heat takes place on the **Premises** in the course of **Renovation** or as specifically agreed by **Us** the following precautions and procedures must be complied with by **You** and/or **Your** contractor(s) on each occasion.

a) Application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers;
   i) the area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) is cleared of all loose combustible material; other combustible material is covered by sand or over-lapping sheets or screens of non-combustible material;
   ii) at least two adequate and appropriate portable fire extinguishers, in proper working order, are kept in the immediate area of the work being undertaken and used immediately if smoke or smoldering or flames are detected;
   iii) blow lamps and blow torches are filled in the open and are not lit until immediately before use and are extinguished immediately after use;
   iv) a person is appointed by **You** or the contractor who will watch for signs of smoke or smoldering or flames and will take immediate steps to extinguish any smoldering or flames discovered during works and for a period of 60 minutes after works have finished;

b) use of asphalt, bitumen, tar, pitch or lead heaters if the heating is carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel is placed on a non-combustible heat insulating base;

c) the Contractor(s) using the application of heat on the **Premises** shall have in place appropriate Public Liability insurance with an indemnity limit of no less than €2.6m and shall supply a copy of the insurance certificate to **You** prior to commencement of work;

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and cover under Section 5 will not operate.

Portable Heaters

You must not provide, use or store on the **Premises** paraffin, portable electric or gas heaters or gas containers unless specifically agreed in writing by **Us** prior to such use or storage otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded. and cover under Section 5 will not operate

Pipe Lagging

You must ensure that within the **Buildings**:

a) there is a heating system linked to a frost-stat and a minimum temperature of 4°C is maintained between 31st October and 31st March, or
b) all pipes are adequately lagged to prevent freezing.

otherwise all **Damage** will be excluded that arises from or is caused by the **Defined Perils** of overflowing, discharge or leaking of any sprinkler apparatus, escape of water from any tank, apparatus or pipe and indemnity under Section 5 will not operate.

Burning of Waste

You must ensure that no burning of waste is carried out on the **Premises** otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and indemnity under Section 5 will not operate.

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GENERAL OBLIGATIONS – UNOCCUPIED PROPERTIES & PARTS THEREOF

In addition to the General Obligations contained in pages 18,19 & 20 of this **Policy** the following obligations apply to any **Building**(s) or part thereof that are **Unoccupied**.

Combustible Materials and Waste

You must ensure that:

a) all loose or moveable combustible items or materials other than fixtures and fittings are at all times removed from the **Buildings** and cleared from the **Premises**

b) all waste or refuse is removed from the **Buildings** and cleared at least once a week from the **Premises**

otherwise **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and indemnity under Section 5 will not operate.

Inspections

You must ensure that:

a) Immediately prior to or upon commencement of this insurance **You** or **Your** nominee must carry out a detailed inspection of all doors, windows and other access points to ensure that they are secure against unauthorized entry and document the inspection including any signs of forced entry or occupation by unauthorised persons and detail any action required;

b) During the period of this insurance **You** or **Your** nominee must inspect the **Premises** every seven days, keeping a written record. All measures to prevent unauthorised entry or damage must be implemented but if such measures have proved inadequate, improvements to prevent further reoccurrences must be made and documented;

c) If unauthorised entry or attempt thereat is detected more than twice during the period of this insurance, immediate notice must be given to **Us**;

otherwise **Damage** caused by or arising from **Defined Perils** of fire and explosion will be excluded.

Planning Permission

You must notify **Us** within 7 days if:

a) an application for planning permission in respect of the **Premises** is withdrawn, or refused by any Planning Authority or government body;

b) any application for consent to vary use of or de-list the building is denied;

otherwise the **Policy** will be treated as cancelled and all cover will terminate unless **You** have notified **Us** of any such changes to permissions or consents and at **Our** option **We** have agreed to vary the **Policy**.

Electrical Installations

This clause replaces Maintenance and Safety clause (c) on page 18 of this **Policy**:

At the commencement of this insurance and at all times throughout the currency of this insurance **You** must be in possession of an electrical installation condition report (EICR) that:

i) covers any live phases of the electrical installation(s) (the electrical supply should only be live for the purpose of maintaining the operation of fire and security systems),

ii) is less than three years old and issued by a contractor approved and registered with one of the following:
- Electrical Contractors Safety & Standards Association (ECSSA)
- The Register of Electrical Contractors of Ireland Limited (RECI)

iii) is satisfactory and free of a requirement (s) for remedial works to be completed, or is supported by documentation that confirms any required remediation work(s) have been satisfactorily completed.

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and indemnity under Section 5 will not operate.

Mains Supply & Tanks

You must ensure that;

a) all gas, water and electricity mains supplies are kept disconnected (except those supplies required to maintain the operation of automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes), and

b) all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems are drained down, and

c) all tanks containing fuel or other flammable liquids are drained and purged unless fuel is required to run a heating system(s) that is in use to prevent sprinkler system pipes from freezing,

otherwise all **Damage** arising from or caused by the **Defined Perils** of fire and explosion will be excluded and indemnity under Section 5 will not operate.

Section 1 – PROPERTY DAMAGE

COVER FOR OCCUPIED BUILDINGS AND BASIS OF SETTLEMENT

We agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to a **Defined Peril**, then subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**:

We will pay **You** either

Reinstatement Basis of Settlement Condition

If **You** have elected for the Reinstatement Basis of Settlement as stated in the **Schedule**, the **Cost of Reinstatement** of the **Property Insured** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below,

or

Alternative Basis of Settlement Condition

If **You** have elected for the Alternative Basis of Settlement, as stated in the **Schedule**, **We** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** by a **Defined Peril** then whichever is the lesser of:

i) the cost to reinstate, repair or replace item of **Property Insured** or any part of it, as appropriate, less an appropriate deduction for depreciation wear and tear, or

ii) the diminution in market value of the **Property Insured**

COVER FOR UNOCCUPIED BUILDINGS AND BASIS OF SETTLEMENT

We agree that if, during the **Period of Insurance**, an item of **Property Insured** at a **Premises** that is **Unoccupied** sustains **Damage** due to a **Defined Peril**(s) of fire, lightning, **Aircraft** or explosion then subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**:

We will pay **You** either:

Reinstatement Basis of Settlement Condition

If **You** have elected for the Reinstatement Basis of Settlement as stated in the **Schedule**, the **Cost of Reinstatement** of the **Property Insured** provided that reinstatement or replacement takes place in accordance with the Reinstatement Conditions set out below,

or

Alternative Basis of Settlement Condition

If **You** have elected for the Alternative Basis of Settlement, as stated in the **Schedule**, **We** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** by a **Defined Peril** then whichever is the lesser of:

i) the cost to reinstate, repair or replace item of **Property Insured** or any part of it, as appropriate, less an appropriate deduction for depreciation wear and tear, or

ii) the diminution in market value of the **PropertyInsured**

Reinstatement Conditions

i) **Our** liability for the repair or replacement of **Property Insured** damaged in part only shall not exceed the amount which would have been payable had such property been wholly lost or destroyed.

ii) No payment to **You** beyond the amount which would have been payable under the Alternative Basis of Settlement Condition below shall be made:-

a. unless reinstatement plans that include fully scoped and costed remediation works have been agreed by **Us** within 12 months of **Damage** occurring unless otherwise agreed by **Us**;

b. if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.

c. until the **Cost of Reinstatement** shall have been actually incurred, unless **You** are a **Consumer** in which case **We** may retain up to 10% of the **Cost of Reinstatement** until the **Cost of Reinstatement** shall actually have been incurred;

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Alternative Basis of Settlement Condition

If reinstatement of the **Property Insured** does not take place **We** agree that if, during the **Period of Insurance**, an item of **Property Insured** at the **Premises** sustains **Damage** due to a **Defined Peril**, then **We** will pay **You**, whichever is the lesser of:

i) the cost to reinstate, repair or replace such property or any part of it less an appropriate deduction for depreciation wear and tear, or

ii) the diminution in market value of the **PropertyInsured**

Subject always to **Our** liability not exceeding the limits and **Sum Insured** stated in the **Schedule**.

Exclusions Applying to Section 1

1. The amount of the **Excess** stated in the **Schedule**.
2. Loss by delay, loss of market, consequential loss of any and every description.
3. **Property Insured** which is insured more specifically by or on behalf of **You** or more specifically covered under another Section of this **Policy**.
4. **Damage** to any **Property Insured** directly or indirectly caused or contributed from:
   a) subsidence, collapse, landslip, ground heave, settling, cracking, shrinkage, expansion, settlement or bedding down of any building or foundation unless resulting from **Damage** not otherwise excluded;

b) moth, termites, vermin or insect, wear, tear, gradual deterioration, rust or oxidisation, rot, mould or mildew, inherent vice, latent defect unless resulting from **Damage** not otherwise excluded;
c) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching or denting unless resulting from **Damage** not otherwise excluded;
d) change in climatic or atmospheric conditions or in water table levels;
e) theft, wind, rain, hail, sleet, snow, flood or dust **Damage** to movable property in the open, in yards, open sided buildings, compounds, or other open spaces unless specifically mentioned in the **Schedule**, fences and gates;
f) in respect of **Defined Peril** (f) (theft or attempted theft), **Damage** where **You** or **Your** partners, directors or **Employees** or any members of **Your** household is involved as principal or accessory or caused by any person unlawfully in the **Premises**;
g) infidelity or dishonesty by **You** or any of **Your Employees** or other persons to whom **Property Insured** may be entrusted or loss, destruction or **Damage** resulting from **You** voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence;
h) any unexplained loss or loss or shortage disclosed on taking inventory, misfiling misplacing of information or clerical error;
i) theft or attempted theft unless accompanied by forcible and violent entry into or exit from the **Building** or involving violence or the threat of violence;
j) any loss in excess of €12,500 for **Damage** caused by malicious persons where the person who caused the **Damage** was authorised to be on the **Premises** at the time of the **Damage**.

5. **Damage** to:
   a) property or structures in course of construction or erection and materials or supplies in connection with all such property; and
   b) land, roads, pavements, piers, jetties, bridges, culverts or excavations.

Limit of Indemnity

Our liability in respect of all incidents of **Damage** to an item of **Property Insured** during the **Period of Insurance** shall be limited as follows:

i) If an individual **Sum Insured** is specified on the **Policy Schedule** for that item, **Our** liability shall be limited to that **Sum Insured**;
ii) In any event, **Our** liability shall in no circumstances exceed, in the aggregate, the total **Sum Insured** for the category of **Property Insured** on the **Schedule** under which that item falls.

But:

i) In the event that, at the time of **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, then **We** shall not be liable for any costs which would have been incurred by **You** in the absence of such **Damage** as part of that work.
ii) In the event that, at the time of **Damage** any **Buildings** are the subject of an existing contract or order for demolition then **Our** liability shall be limited to **Removal of Debris**.

Average Clause

Each item insured under this Section is declared to be separately subject to the following condition of average. If at the time of repair or rebuilding or replacement the **Cost of Reinstatement** which would have been incurred in reinstatement if the whole of the property by such item had been destroyed exceeds the **Sum Insured** thereon at the commencement of any **Damage** to such property then **You** shall be considered as being **Your** own insurer for the difference between the **Sum Insured** and the sum representing the **Cost of Reinstatement** of the whole of the property and shall bear a rateable proportion of the loss accordingly.

The **Excess** shall not be reduced in the event that the Average Clause applies to **Your** claim.

If the Alternative Basis of Settlement Condition is applied this Average Clause is amended to:

> The **Sum Insured** by each item is separately declared to be subject to average. In the event that the **Sum Insured** for any such item shall, at the commencement of **Damage**, be less than the value of the property covered, then the amount payable by **Us** shall be proportionately reduced.

Definitions specific to this Section 1

Cost of Reinstatement means:

i) the rebuilding or replacement of property lost or destroyed which provided **Our** liability is not increased may be carried out:
   a. in any manner **You** and **We** agree;
   b. on another site agreed by both **You** and **Us**;
ii) the repair or restoration of property damaged,

in either case to a condition and design equivalent to or substantially the same as but not better or more extensive than its condition when new including an allowance for **Removal of Debris, European Community and Public Authorities, Architects Surveyors Legal and Consulting Engineers Fees**.

Removal of Debris means costs and expenses necessarily incurred by **You** with **Our** consent in;

a) removing debris;
b) dismantling and/or demolishing;
c) shoring up or propping of the portions of the **Property Insured**;
d) clearing drains sewers and gutters at the **Property Insured**;

as a result of **Damage** hereby insured against.

We will not pay for any costs or expenses;

i) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site;
ii) arising from **Pollution** not insured by this Section.

European Community and Public Authorities means such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of;

a) European Community Legislation, or
b) **Building** or other Regulations under or framed in pursuance of any Act of Parliament or Bye Laws of any Public Authority (hereafter referred to as 'the Stipulations'),

which governs the construction, alteration and reinstatement of buildings.

Excluding:

a) the cost incurred in complying with the Stipulations:
   i) in respect of **Damage** occurring prior to the granting of this **Policy**;
   ii) in respect of **Damage** not insured by this Section;
   iii) under which notice has been served upon **You** prior to the happening of the **Damage**;
   iv) for which at the time of **Damage** there is an existing requirement which has to be implemented within a given period;
   v) in respect of property entirely undamaged by any peril hereby insured against.
b) the additional cost that would have been required to make good the property lost destroyed or **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen.
c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.

Architects Surveyors Legal and Consulting Engineers Fees means the reasonable cost of employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **Property Insured** consequent upon its **Damage** but not for preparing any claim.

EXTENSIONS APPLICABLE TO SECTION 1 – PROPERTY DAMAGE

Asbestos

This **Policy** only insures asbestos physically incorporated in an insured **Building**, and then only provides indemnity in respect of that part of the asbestos which has been physically **Damaged** during the **Period of Insurance** by one of these perils:

Fire, lightning, explosion or **Aircraft** riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence (**Listed Perils**)
Provided that:

a) the **Listed Peril** is the immediate sole cause of the **Damage** to the asbestos;
b) this **Listed Peril** is one for which cover is provided by Section 1 and which has not been excluded;
c) **You** report to **Us** the existence and cost of the **Damage** as soon as practicable after the **Damage** to the asbestos.

However this **Policy** does not insure any such **Damage** first reported to **Us** more than 12 months after the expiration or termination of the **Period of Insurance**.

This **Policy** shall provide no cover in respect of;

i) wear and tear or inherent defect, quality or vice in or of any asbestos;
ii) any non-compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (**Damaged** or otherwise); or
iii) any asbestos which the **Listed Peril** has not physically **Damaged**.

Landlords Contents

Following an **Insured Event** this Section extends to include **Damage** to **Landlords Contents** up to the **Sum Insured** stated in the **Schedule**. However, if, at the time of **Damage**, the **Sum Insured** stated in the **Schedule** is less than the full value of the **Property Insured** by that item, the amount payable by **Us** will be proportionately reduced.

This Extension will not operate if the **Premises** are **Unoccupied**.

Reinstatement of Sum Insured

In the event of **Damage** for which cover is provided under Section 1, **We** will consider a request from **You** to reinstate the **Sum Insured** by the applicable Section from the date of the **Damage**. Such reinstatement is at **Our** sole discretion and will be conditional upon **You** undertaking to pay such necessary premiums as may be required for such reinstatement from that date.

Sale of Property Insured

If at the time of **Damage** to any **Building** insured under this Section **You** shall have contracted to sell **Your** interest in such a **Building** and the purchase shall not have been but shall be thereafter completed, the purchaser on completion of the purchase if and so far as the property is not otherwise insured by or on behalf of the purchaser against such **Damage** shall be entitled to the benefits of this Section of the **Policy** so far as it relates to such **Damage** without prejudice to the rights and liabilities of **You** or **Us** under this Extension up to the date of completion.

Services Clause

The insurance by each item of **Property Insured** extends to cover telephones, gas, water and electric instruments, meters, piping, cabling and accessories including similar property in the adjoining yards and roadways or underground (and pertaining to any **Building** insured by this section), all belonging to **You** or for which **You** are responsible provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed €5,000.

This Extension will not operate if the **Premises** are **Unoccupied**.

Additional Metered Water Charges

We will pay to **You** additional metered water charges incurred following an **Insured Event** under this **Policy** except those in respect of any loss which has not been discovered and remedial action taken within 30 days of the occurrence of the **Damage** provided that the maximum amount payable under this Extension in any one **Period of Insurance** shall not exceed €6,500.

This Extension will not operate if the **Premises** are **Unoccupied**.

Capital Additions

Cover under this Section is extended to include;

a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) insofar as the same are not otherwise insured; and/or

b) alterations, additions and improvements to buildings but not in respect of any appreciation in value anywhere in the **Territorial Limits**;

provided in either case that:

i) at any one situation this cover shall not exceed 10% of the **Sum Insured** for **Buildings** by this Section but in no case exceeding €1,250,000;

ii) **You** undertake to give particulars of any such capital additions described in (a) and/or (b) above as soon as practicable and in any event within 3 months of any newly acquired and/or newly erected buildings or alterations, additions and improvements to buildings and to effect specific insurance thereon retrospective to the date of the commencement of **Our** liability under this extension;

iii) the provisions of this extension shall be fully maintained until such time as **We** have agreed in writing to either include or decline to offer cover for such items described in ii) above.

This Extension will not operate if the **Premises** are **Unoccupied**.

Damage to Cables and Underground Pipes

Subject to **Damage** following an **Insured Event** under this **Policy**, **We** agree to extend cover to include the cost of repairing **Damage** for which **You** are responsible to cables and underground pipes and drains (and their inspection covers) on the **Property Insured** or connecting them to the public mains subject to the terms and conditions of the **Policy** provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed €6,000.

This Extension will not operate if the **Premises** are **Unoccupied**.

Damage to Landscaped Gardens

We agree to extend cover to include the cost of restoring any **Damage** to landscaped gardens including trees caused by the Emergency Services in attending the **Premises** following an **Insured Event** provided that the maximum amount payable under this extension in any one **Period of Insurance** shall not exceed €32,000.

Fly Tipping

We will pay for the costs incurred by **You**, with **Our** prior consent, in removing property illegally deposited during the **Period of Insurance** within the boundaries of the **Premises** including the cost of cleaning of the **Premises** after such removal up to the value of €5,000.

Personal Possessions

Subject to **Damage** following an **Insured Event** under this **Policy**, **We** agree to extend cover to include directors, partners, customers, visitors and **Employees** personal effects of every description (other than motor vehicles) within the **Premises** insofar as they are not otherwise insured for an amount not exceeding €650 in respect of any one person.

Removal of Debris Tenants Contents

Following an **Insured Event** under this section, **We** will pay **You** the irrecoverable costs and expenses (insofar as they are not otherwise insured) necessarily incurred by **You** with **Our** consent in removing from the **Property Insured** the debris of contents (not being **Your** property) as a result of **Damage** hereby insured against.

We will not pay for any costs or expenses:

a) incurred in removing debris except from the site of such property destroyed or **Damaged** and the area immediately adjacent to such site;
b) arising from **Pollution** of property not insured by this Section,

provided that the maximum amount payable under this Extension in any one **Period of Insurance** shall not exceed €6,000.

This Extension will not operate if the **Premises** are **Unoccupied**.

Theft of Keys

We will pay **You** the reasonable costs necessarily incurred in replacing external door locks at the **Premises** if there is reasonable evidence that the keys have been duplicated by an unauthorised person or following the loss of keys by:

a) theft from the **Premises** or Registered Office or from **Your** home or the home of any principal, director, partner or **Employee** authorised to hold such keys; or
b) theft following hold up whilst such keys are in **Your** personal custody or the personal custody of any principal, director, partner or **Employee** authorised to hold such keys.

Provided that the maximum amount payable under this Extension in any one **Period of Insurance** shall not exceed €1,250.

Trace and Access

We will pay **You** the reasonable costs necessarily incurred in locating the source and subsequent making good of **Damage** resulting from;

a) the escape of water from any tank, apparatus or pipe serving the **Premises**;
b) accidental **Damage** to cables, underground pipes and drains serving the **Premises**;

Provided that in respect of a) the **Defined Peril** of escape of water from any tank apparatus or pipe is operative.

The maximum amount payable under this Extension shall not exceed €6,000 in any one **Period of Insurance**.

This Extension will not operate if the **Premises** are **Unoccupied**.

Unauthorised Use of Utilities

We will pay **You** the cost of metered electricity, gas or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession keeping possession or occupying the **Premises** without **Your** authority provided that **You** shall take all practical steps to terminate such unauthorised use as soon as it is discovered and provided further that the maximum amount payable under this Clause shall not exceed in any one **Period of Insurance** €12,500.

This Extension will not operate if the **Premises** are **Unoccupied**.

Mortgagees and Other Interests

The interest of the Mortgagee(s) in the **Property Insured** to which their interest applies is noted and such interest must be advised to **Us** in the event of **Damage**.

If, without the knowledge of the Mortgagee(s), there is a change in the use of the **Premises** which constitutes an increase in the risk of **Damage**, the amount the Mortgagee(s) may have been entitled to under this **Policy** shall not be prejudiced provided that the Mortgagee(s) shall immediately on becoming aware thereof give notice in writing to **Us** and on demand pay such reasonable additional premium as **We** may require.

Subrogation Waiver

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

a) any company standing in relation of Parent to Subsidiary (Subsidiary to Parent) to **You** as defined in the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**
b) any company which is a subsidiary of a Parent Company of which **You** are a Subsidiary in each case within the meaning of the Companies Act or the Companies (N.I.) Order as appropriate current at the time of **Damage**
c) any tenant provided that:
   i) the **Damage** did not result from a criminal fraudulent or malicious act of the tenant; and
   ii) the tenant contributes to the cost of insuring the **Property Insured** against the event which caused the **Damage**.

Value Added Tax

To the extent that **You** are registered with and accountable to or should, according to the applicable laws at the time, be registered with and accountable to the tax authorities for Value Added Tax, all terms in this Section shall be exclusive of such tax.

Section 2 – GLASS

COVER

We agree that if during the **Period of Insurance** breakage of fixed **Glass** occurs at the **Premises** specified in the **Schedule**, then **We** will pay to **You** the reasonable cost of replacing such glass including:

a) the reasonable cost of boarding up rendered necessary by such breakage;
b) the reasonable cost of repairing or replacing window frames and framework consequent upon the breakage of **Glass**;
c) the reasonable cost of refitting alarm foil consequent upon the breakage of **Glass**;

provided that **Our** liability shall not exceed the **Sum Insured** stated in the **Schedule** at the time of the **Damage**.

This Section 2 will not operate if the **Premises** are **Unoccupied**.

Exclusions to Section 2

1. The amount of the **Excess** specified in the **Schedule**.
2. Consequential loss of any kind or description except as stated herein to the contrary.
3. Any breakage arising directly or indirectly from:
   a) repairs, **Renovation** or **Building Works** to the **Premises**;
   b) defects in frames, framework or other fittings.

Section 3 – LOSS OF RENT

COVER

In the event of any interruption or interference with the **Business** in consequence of **Damage** of the type insured (and not excluded) by this **Policy** occurring during the **Period of Insurance** at the **Premises**, the **Insurer** will pay to **You** in respect of each item in the **Schedule** the amount of loss resulting from such interruption or interference, calculated in accordance with the Basis of Claims Settlement provisions below, provided that at the time of the happening of the **Damage** there is an insurance in force covering **Your** interest in the property at the **Premises** against such **Damage** and that:

a) payment shall have been made or liability admitted therefore; or
b) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount,

except that this clause shall not apply in respect of any item on **Rent Receivable** where another party (not being the **Insured**) is responsible for insuring the **Buildings** by virtue of lease or other contractual arrangements.

Limit of Liability

The liability of the **Insurer** under this Section shall not exceed the total **Sum Insured** shown in the **Schedule**.

Basis of Claims Settlement

The insurance is limited to:

a) loss of **Rent Receivable**; and
b) increase in cost of working;

and the amount payable as indemnity shall be:

a) in respect of loss of **Rent Receivable**:
the amount by which the **Rent Receivable** during the **Indemnity Period** shall fall short of the **Standard Rent Receivable** in consequence of the **Incident**; and
b) in respect of increase in cost of working:
the additional expenditure (including alternative accommodation) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss in **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided

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

Provided that:
if the **Sum Insured** by the item on **Rent Receivable** be less than the **Annual Rent Receivable** (or a proportionately increased multiple thereof where the **Maximum Indemnity Period** exceeds twelve months) the amount payable shall be proportionately reduced.

*Under **Annual Rent Receivable** and **Standard Rent Receivable** adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in or other circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Incident** would have been obtained during the relative period after the **Incident***

CLAUSES & CONDITIONS THAT APPLY TO SECTION 3 – LOSS OF RENT

Alternative Premises

If in consequence of the **Incident You** shall use other premises to provide accommodation to tenants the **Rent Receivable** from those premises shall be brought into account in assessing the loss of **Rent**. during the **Indemnity Period**.

New Business

For the purpose of any claim arising from an **Incident** occurring before the completion of the first years trading of the **Business** at the **Premises** such loss will be ascertained by applying the **Rent Receivable** earned during the period between the commencement of the **Business** and the date of the **Incident** to the amount by which the **Rent Receivable** during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the **Rent Receivable** realised during the period between the commencement of the **Business** and the date of the **Incident**.

Fines, Damages and Liabilities Exclusion

We shall not be liable for any loss due to fines, penalties, damages or liabilities incurred by **You**.

Professional Accountants

The **Insurer** will pay the reasonable charges payable by **You** to **Your** professional accountants for producing information required by the **Insurer**, under the Claims Procedure and Conditions applicable to Section 3, and for reporting that such information is in accordance with **Your** accounts, but not for any other purposes in the preparation of any claim. Provided that the sum of the amount payable under this clause and the amount otherwise payable under the **Policy** shall in no case exceed the **Sum Insured**.

Capital Additions

This Section extends to include within the **Sum Insured Rent Receivable** in respect of:

a) alterations, additions, extensions and improvements to the **Premises** insured;
b) newly acquired and or newly erected buildings anywhere in the **Territorial Limits** provided they are not otherwise insured,

Provided that:

i) at any one **Premises** the cover shall not exceed 10% of the total **Sum Insured** or €1,250,000 whichever is the lesser amount;

ii) **You** undertake to give particulars of such extension of cover as soon as practicable and in any event within 6 months of any newly acquired and/or newly erected buildings or alterations, additions and improvements to buildings and to effect specific insurance thereon retrospective to the date of the commencement of **Our** liability.

Buildings Awaiting Sale

If at the time of the **Incident You** have contracted to sell **Your** interest in the **Buildings** and the sale is cancelled or delayed solely in consequence of the **Incident**, then provided **You** make all reasonable efforts to complete the sale of the **Premises** as soon as practicable after the **Incident You** may opt for the amount payable under this Section to be as follows:

a) during the period prior to the date upon which but for the **Incident** the sale of the **Buildings** would have been completed:
the loss of **Rent Receivable**, being the actual amount of the reduction in **Rent Receivable** solely in consequence of the **Incident**;

b) during the period commencing with the date upon which but for the **Incident** the sale of the **Buildings** would have been completed and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier:

the loss of interest, being:

i) the actual interest incurred on capital borrowed solely to offset (in whole or in part) the loss of use of the sale proceeds for the purpose of financing the **Business**;

ii) the reasonable investment interest lost to **You** on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under i) above),

less any amount receivable in respect of **Rent Receivable**;

c) additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or minimising the loss payable under paragraphs a) or b) above, but not exceeding the amount of the reduction avoided by such expenditure.

Provided that **Our** liability under this Extension and the Section will not exceed the **Sum Insured** in the **Schedule**.

Payments on Account

Following an **Insured Event We** will make monthly payments on account during the **Indemnity Period** to **You** if desired.

Rent Free Period

If at the date of the **Incident** any **Premises** are subject to a rent free period under the terms of the lease then the **Indemnity Period** stated in the **Schedule** shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the **Schedule** provided that **Our** liability does not exceed the **Sum Insured** stated in the **Schedule**.

Value Added Tax

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.

Extensions that apply to Section 3 – Loss of Rent

The maximum amount payable in respect of each of the following extensions shall not exceed in respect of any one loss 10% of the **Sum Insured** or €100,000 whichever is the lesser amount.

Subject to all other terms, conditions and exclusions of this **Policy**, cover under this Section is extended to include loss, calculated in accordance with the Basis of Claims Settlement provisions above, directly resulting from interruption to or interference with the **Business** carried on by **You** at the **Premises** caused by or in consequence of any of the following contingencies occurring during the **Period of Insurance**.

Failure of Supply

Damage of the type insured by this **Policy** to property at any;

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

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

c) water works and pumping stations of the public water supply undertaking;

d) land based premises of the public telecommunications undertaking;

from which **You** obtain electricity, gas, water or telecommunication services within the **Territorial Limits**.

This extension will not operate if the **Premises** are **Unoccupied**.

Prevention of Access

Damage of the type insured by this **Policy** to property within 500m of the **Premises**, where such **Damage** shall physically prevent access to the **Premises**, whether or not **Your Premises** or **Your** property in the **Premises** is damaged.

Loss or Damage at Managing Agents Premises

Damage of the type insured by this **Policy** to property within the **Territorial Limits** of **Your** Managing Agent in consequence of which the **Rent Receivable** to **You** is reduced.

Section 4 – EMPLOYERS' LIABILITY

OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We** will **Indemnify You** under Section 4 against:

a) all sums which **You** become legally liable to pay as damages; and
b) **Costs and Expenses**;

in the event of **Bodily Injury** or disease sustained by any **Employee** which arises out of and in the course of their employment by **You** in the **Business**; and

which is caused during the **Period of Insurance**;

i) within the **Territorial Limits**; or
ii) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that the **Employee** is normally resident in the **Territorial Limits**.

Limit of Indemnity

The amount specified in the **Schedule** as the **Limit of Indemnity** for Section 4.

Our liability to **You** for all compensation payable by **You** to any claimant or any number of claimants arising out of any one event will not exceed the **Limit of Indemnity**. The **Limit of Indemnity** will be the maximum amount payable including **Costs and Expenses**.

Extension – Unsatisfied court judgments

In the event that:

a) judgment for damages is obtained from a Court within the **Territorial Limits** against any company or individual conducting its business within the **Territorial Limits** by any **Employee** in respect of **Bodily Injury** or disease caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and
b) it remains unsatisfied in whole or in part six months after the date of that judgment;

We will **Indemnify** the **Employee** or their personal representative up to the **Limit of Indemnity** for the amount of damages and awarded costs which remain unsatisfied as long as:

i) there is no appeal outstanding;
ii) any payment made by **Us** will only be in respect of bodily injury or disease which would otherwise be within the scope of cover of Section 4 of the **Policy**;
iii) any payment made by **Us** will only be in respect of liability for which **You** would have been entitled to **Indemnity** under Section 4 of the **Policy** if the judgment had been made against **You**; and
iv) **We** will be entitled to take over and prosecute for **Our** own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance **We** may reasonably require.

Exclusions applicable to Section 4

1. **We** will not **Indemnify You** under Section 4 against **Your** legal liability for **Bodily Injury** or disease to an **Employee** in circumstances where compulsory insurance or security is required under any applicable Road Traffic legislation.
2. **We** will not **Indemnify You** under Section 4 against liability arising **Offshore**.

SECTION 5 – PROPERTY OWNERS LIABILITY

OPERATIVE CLAUSE

Subject to the exclusions, conditions and definitions of this **Policy**, **We** will **Indemnify You** in connection with the **Business** under Section 5 against:

a) all sums which **You** become legally liable as property owner to pay as damages; and
b) **Costs and Expenses**;

in the event of;

i) accidental **Bodily Injury** to any person
ii) accidental loss of or damage to **Property**;
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 the activities of **Your Business** in the **Territorial Limits**.

Limit of Indemnity

Our liability to **You** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the amount specified in the **Schedule** as the **Limit of Indemnity** for Section 5.

Costs and Expenses are payable in addition to the **Limit of Indemnity** under Section 5 apart from:

i) any judgment award or settlement made within; and
ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada for which the **Limit of Indemnity** for Section 5 will be the maximum amount payable including **Costs and Expenses**.

Extensions applicable to Section 5

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 **Your** legal liability for losses occurring during the **Period of Insurance** for **Bodily Injury** or damage to **Property** arising in respect of any premises disposed of by **You** and which had, immediately prior to its disposal, been used in connection with the **Business**.

   The **Indemnity** does not apply to legal liability:
   a) for which **You** are entitled to indemnity under any other policy of insurance;
   b) for **Bodily Injury**, loss or damage happening prior to such disposal; or
   c) for the cost of repairing, replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship.

2. Leased premises
   We will **Indemnify You** against **Your** legal liability for loss of or damage to **Premises** or fixtures or fittings in and on **Premises** during the **Period of Insurance** which are leased to **You**.

   This **Indemnity** does not apply in respect of **Your** legal liability for:
   i) loss or damage arising under agreement unless liability would have attached to **You** in the absence of such agreement;
   ii) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf; and
   iii) the first €500 of each and every occurrence of loss or damage caused otherwise than by fire or explosion.

3. Contingent liability (non-owned vehicles)
   (For the purposes of this Extension "**You**/**Your**" is restricted to a) and b) only of the General Definition.)

   We will **Indemnify You** against **Your** legal liability for **Bodily Injury** and loss of or damage to **Property** occurring during the **Period of Insurance** arising out of the use of any motor vehicle in connection with the **Business** which is not **Your Property** or leased or hired to **You** and is not provided by **You**.

   This **Indemnity** does not apply in respect of:
   a) loss of or damage to any such vehicle or to goods carried in or on the vehicle;
   b) **Bodily Injury**, loss of or damage arising while such vehicle is being:
      i) driven by **You**;
      ii) driven with the general consent of **You** or of **Your** representative by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding such a licence;
      iii) used elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; or
      iv) engaged in racing, pace making reliability trials or speed testing;
   c) loss or damage in respect of which **You** are entitled to indemnity under any other insurance.
   d) liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of any vehicle as a requirement of any relevant Road Traffic Act legislation.

4. Overseas personal liability
   Where **You** or any of **Your** directors or **Employees** are temporarily visiting a country outside the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**, **We** will **Indemnify You** and·
   i) if **You** are an individual, **Your** spouse and child(ren) accompanying **You**; and
   ii) any of **Your** directors or **Employees**; and
   iii) any spouse or child(ren) of **Your** directors or **Employees** accompanying them;

   against legal liability incurred in a personal capacity for accidental **Bodily Injury** or loss of or damage to **Property** occurring during that visit.

Exclusions applicable to Section 5

We will not **Indemnify You** under Section 5 against liability:

1. for loss of or damage to property belonging to **You** or in **Your** custody or control or in the custody or control of **Your Employees** other than;
   i) in respect of **Property** including motor vehicles belonging to **Your Employees** or visitors to **Premises** occupied by **You**; or,
   ii) in respect of 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 those premises.
2. arising from the ownership, possession or use under **Your** control, or under the control of any of **Your** directors or **Employees**, 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**, 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) **Professional Services**, including but not limited to, advice, design or specification given by **You** for a fee; or
   ii) **Professional Services** rendered by **You** or on **Your** behalf.
6. in respect of each claim arising out of damage to **Property**, for the first amount equal to the **Excess** stated in the **Schedule**.
7. for loss or damage to **Your Contract Works**:
   i) prior to certified completion or handover by **You**;
   ii) after certified completion or handover by **You**, where such loss or damage arises out of the defective condition of any part of such property structure or **Contract Works**.
8. for the costs incurred by anyone in;
   i) recalling or making refunds in respect of any **Products** or **Contract Works**;
   ii) remedying any defects or alleged defects in land or buildings or structures or other **Premises** disposed of by **You**.
9. arising from or in connection with any trade or operation thereof carried out by **You** other than in relation to the **Business** or any tenant of **Your Property**.

GENERAL EXTENSIONS TO SECTIONS 4-5

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

1. Contractual liability

Despite General Exclusion – Contractual Liability, **We** will **Indemnify You** under the applicable Section of this **Policy**, to the extent that any contract or agreement entered into by **You** with any **Principal** requires **You** to assume liability for **Bodily Injury** or loss of or damage to **Property** which arises out of the performance by **You** of that contract or agreement provided that:

i) the conduct and control of claims is vested in **Us**;
ii) the **Indemnity** granted by Section 4 – Employers' Liability will apply only in respect of **Your** liability to **Your Employees**;
iii) notwithstanding the above, **We** will not **Indemnify You** beyond any liability which would have attached to **You** under statute or common law;
iv) nothing in this extension will increase **Our** liability to pay more than the applicable **Limit of Indemnity** under any Section of this **Policy**; and
v) the maximum amount payable in respect of this extension is subject to a sub-limit of €250,000 any one loss and in the aggregate.

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 will increase **Our** liability to pay more than the applicable **Limit of Indemnity** under any Section of this **Policy**.

3. Compensation 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 compensation at the following rates for each day on which attendance is required;

i) any director or partner €300 per day;
ii) any **Employee** €150 per day;

limited in total for all court appearances commenced during the **Period of Insurance** to €10,000, which is payable in addition to the **Limits of Indemnity** specified in the **Schedule**.

Limit of indemnity

With the exception of the specific sub-limit of indemnity set out in extension 3 (**Compensation** for court attendance), **Our** liability for all compensation payable by **You** (including **Costs and Expenses**) under these General Extensions will not exceed €250,000 in total for all claims first made against **You** during the **Period of Insurance**.

Exclusions

We will not **Indemnify You** in respect of:

i) liability arising from or caused by a deliberate wrongful act or deliberate wrongful omission of any person eligible for an **Indemnity** under these General Extensions.
ii) claims which arise out of circumstances:
   a) notified to previous insurers; or
   b) known to **You**, or which should have been known to **You** upon reasonable enquiry, at inception of this **Policy**.

Conditions

You must comply with the following conditions. If **You** fail to do so, **We** may not pay a claim, or any payment may be reduced.

You must:

1. give notice in writing to **Us** as soon as reasonably practicable of the discovery of any circumstance which may give rise to a claim under this **Policy**. Any claims arising out of circumstances notified in accordance with this condition will be deemed to have been first made against **You** during the **Period of Insurance**
2. comply with the Claims Procedure and Conditions on pages 11-12 of this **Policy**.

PROSECUTION DEFENCE COSTS EXTENSION

Definitions

Applicable Legislation means:

- Safety, Health and Welfare at Work Act 2005;
- Part 4 of the Food Safety Authority of Ireland Act, 1998; and
- The **Consumer** Protection Act 2007

You / **Your** Is limited to paragraphs a) to c) i) of the General Definition.

Operative Clause

We will **Indemnify You** against:

a) legal costs and expenses incurred with **Our** prior written consent;
   i) in the defence of any criminal proceedings that have been formally issued against **You** in respect of an offence under or breach, whether actual or alleged, of any **Applicable Legislation** provided that the offence or breach is committed or is alleged to have been committed within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**;
   ii) in an appeal against a conviction arising from the above criminal proceedings;
   iii) in the preparation for, and representation at, the hearing of any mitigating circumstances, should **You** plead guilty to any criminal proceedings;

b) any prosecution costs awarded against **You** arising from those proceedings stated in paragraph a) above;

c) costs and expenses, incurred with **Our** prior written consent, of **Your** legal representation at an actual inquiry or inquest ordered under any **Applicable Legislation** provided that the incident giving rise to the inquiry or inquest occurred within the **Territorial Limits** during the **Period of Insurance** in the course of the **Business**;

all of which proceedings or inquiry or inquest result from any matter which is the subject of **Indemnity** under a Section of this **Policy** which is stated to be applicable or covered in **Your Schedule**.

For the avoidance of doubt this clause does not cover costs and expenses arising out of a general investigation unless or until that investigation is linked to a formal inquiry or inquest.
For the purpose of this Extension:

1. **Our** total liability will not exceed €100,000 in total for legal costs and expenses incurred with **Our** written consent in respect of sub- paragraphs a) and c) above and for all prosecution costs awarded against **You**, which is payable in addition to the Limit(s) of **Indemnity** specified in the **Schedule**, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **Period of Insurance**.
2. Amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **We** have a financial interest in the outcome of the proceedings.

Conditions

1. **We** will refer claims under this Extension to one of **Our** panel of expert legal advisors, but **You** can appoint **Your** own legal representative should **You** wish once any proceedings, inquiry or inquest set out in (a) to (c) have been formally initiated.
2. Notwithstanding anything in this Section to the contrary, **We** will be entitled, at **Our** sole discretion, to instruct one of **Our** expert legal advisors, at any time, to investigate any claim or circumstance, notified under this Section. If **We** do so, **You** are required to cooperate and assist in any reasonable way required by **Our** legal advisors.
3. To the extent that any investigation or defence of any claim for which **You** are entitled to an **Indemnity** under this Section also impacts upon any potential or actual civil claim which **You** or any of **Your Employees** would be entitled to an indemnity under this **Policy**, **You** agree that **You** and **Your** legal representatives will allow one of **Our** panel of expert legal advisors to control and conduct those investigations.
4. If **You** elect to appoint **Your** own legal representative the **Indemnity** under this Extension will be payable for their services on the basis of **Our** standard terms of appointment for legal representation. To the extent that **We** have already appointed one of **Our** panel of expert legal advisors in relation to investigating or protecting **Our** interests under a Section of this **Policy** which is stated to be applicable or covered in **Your Schedule**, **Your** own legal representative must work alongside **Our** legal representative and must not duplicate work undertaken by **Our** legal representative.
5. It is a condition precedent to **Our** liability under the **Policy** that **We** be entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry or inquest which is the subject of a claim under this Extension and **You** are considered to have provided consent for **Us** or **Our** appointed agent to have sight of the file.
6. At any time, **We** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have at least a 65% prospect of successfully defending the prosecution, then **We** will advise **You** of that opinion. Should **You** elect to continue with a "not guilty" plea then;
   i) **We** will withdraw **Our** support for **Your** defence and be under no further obligation to indemnify **You** against any costs incurred from the date of **Your** refusal to accept that opinion; unless
   ii) **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **We** have obtained; in which case

iii) **We** will ask the Chairperson or Vice-Chairperson of the Bar Council of Ireland to appoint a Senior Counsel to give a final opinion, at **Our** expense, as to the prospects of success in defending the prosecution. If the opinion of the Senior Counsel agrees with **Your** Barrister's opinion then **We** will continue to support **Your** defence, but if it does not **We** will withdraw **Our** support for **Your** defence and be under no further obligation to indemnify **You** against any costs incurred from the date of the Senior Counsel's final opinion.

This does not affect **Your** rights under General Conditions – Arbitration" on page 39, nor (if **You** meet the criteria) to refer a dispute to the Financial Services and Pensions Ombudsman by following the complaints procedure in "How to make a complaint" on page 14.

7. In the event that **You** are dissatisfied with service provided by the appointed legal representative:
   i) during the proceedings **You** should raise this with them in the first instance. If **You** remain dissatisfied and they;
      a) are a member of **Our** panel **You** can complain to **Us** by following the complaints procedure in "How to make a complaint" on page 14;
      b) were **Your** own appointment **You** could elect to replace them, but **You** must understand that;
         - this could prolong the court case;
         - whilst the consequences could be to **Your** advantage they might be to **Your** disadvantage;
         - this is likely to incur increased costs for which **We** would only **Indemnify You** if **You** have made **Us** aware of **Your** dissatisfaction and if **We** have given **Our** written consent to replacement before it happens.

      Nothing in this sub-paragraph 7. i) b) removes or diminishes any other provision of this Extension.
   ii) after the proceedings have been concluded and a verdict handed down and they;
      a) are a member of **Our** panel **You** may complain to **Us** by following the complaints procedure in "How to make a complaint" on page 14;
      b) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied **You** can refer **Your** complaint to the Legal Services Regulatory Authority on **01 859 2911** or email: **complaints@lsra.ie**

Exclusions

We will not **Indemnify You**:

1. against liability for fines or penalties of any kind;
2. against liability, or for costs and expenses in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an **Indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of that act or omission;
3. against liability for costs and expenses in defending a prosecution where **Indemnity** is provided by any other insurance.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS (UNLESS OTHERWISE STATED)

Asbestos

Save to the extent provided in Section 1, **We** will not indemnify **You** against any **Damage** or **Your** legal liability (including, for the avoidance of doubt, any liability to one or more of **Your Employees**) in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established 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 been operative in the sequence of events resulting in a loss.

Building Works (not applicable to Section 4 – Employers Liability)

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused by or arising out of **Building Works** at the **Premises**.

Disease Exclusion (not applicable to Section 4 – Employers Liability)

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

Cyber and Data Exclusion

1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
   i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
   ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;

   regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to **Property Insured** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
3) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by the **Insured** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

Nuclear Energy Risks

We will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

i) nuclear reactors and nuclear power stations or plant;
ii) any other premises or facilities whatsoever related to or concerned with:
   a) the production of nuclear energy or
   b) the production or storage or handling of nuclear fuel or nuclear waste
iii) any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

Pollution

Applicable to Sections 1 – 3:

We will not indemnify **You** against loss, **Damage** or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

This exclusion does not apply if such loss or **Damage** arises as a direct and sole consequence of one or more **Defined Perils**:

Applicable to Section 5

We will not indemnify **You** against **Your** legal liability caused by or arising out of **Pollution**, but **We** will **Indemnify You** under Section 5 – **Property** Owners Liability 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 if that 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 will be deemed to have occurred at the time that incident takes place;
ii) **We** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
iii) nothing in these provisos will increase **Our** liability to pay more than the **Limits of Indemnity** specified in the **Schedule** in total in respect of damages costs fees and expenses-awarded against **You** during the **Period of Insurance**.

Radioactivity

We will not indemnify **You** against loss, **Damage**, expense or **Your** legal liability 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 or from the combustion of nuclear fuel;
ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
v) any chemical, biological, bio-chemical, or electromagnetic weapon.

Terrorism

We will not indemnify **You** against: loss, **Damage**, cost, or expense or **Your** legal liability directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, **Damage**, costs or expenses 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** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, **Damage**, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

War

We will not indemnify **You** against any **Damage** or **Your** legal liability in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Micro-Organism Exclusion (not applicable to Section 4 – Employers Liability)

We will not indemnify **You** against any loss, **Damage**, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is;

i) any physical loss or **Damage** to **Property Insured**;
ii) any **Defined Peril** or cause whether or not contributing concurrently or in any sequence;
iii) any loss of use occupancy or functionality;
iv) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this **Policy** that provides insurance, in whole or in part, for these matters.

Northern Ireland Overriding Exclusion

We will not indemnify **You** against loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of:

i) civil commotion;
ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

In any action suit or other proceedings where **We** allege that by reason of the provisions of this exclusion any loss, destruction or **Damage** or consequential loss is not covered by this **Policy** the burden of proving that such loss is covered shall be upon **You**.

Sonic Bangs Exclusion

We will not indemnify **You** against **Damage** caused by pressure waves caused by **Aircraft** or other aerial devices travelling at sonic or supersonic speeds.

APPLICABLE TO SECTIONS 4-5 (UNLESS OTHERWISE STATED)

Bodily Injury to Employees (not applicable to Section 4 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability for **Bodily Injury** to any of **Your Employees** arising out of and in the course of employment by **You** in **Your Business**.

Computer Hacking or Misuse

We will not **Indemnify You** against **Your** legal liability directly or indirectly caused by, happening through or resulting from actual or suspected computer hacking and/or computer misuse whether or not resulting in:

a) actual or anticipated publication of **Data** including but not limited to privileged information or sensitive personal **Data**; or
b) actual or suspected theft of **Data** including but not limited to privileged information and sensitive personal **Data**.

Computer Systems (not applicable to Section 4 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability 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.

Contractual Liability

We will not **Indemnify You** against **Your** legal liability which is assumed by **You** under agreement unless liability would have arisen in the absence of that agreement.

Due Care (not applicable to Section 4 – Employers Liability)

We will not **Indemnify You** against **Your** legal 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**.

Excess (not applicable to Section 4 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability for the first amount equal to the **Excess** stated in the **Schedule**.

Liquated Damages and Contractual Remedies (not applicable to Section 4 – Employers Liability)

We will not **Indemnify You** against **Your** legal liability arising out of clauses or warranties which pre-define and/or pre- agree compensation payable by **You** for loss, detriment, or injury to a person or a person's rights or property (including but not limited to liquidated damages clauses, penalty clauses or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.

Punitive Damages, Penalties and Fines

We will not **Indemnify You** against **Your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.

United States of America and Canada

We will not **Indemnify You** against **Your** legal liability:

a) in respect of any judgment award or settlement made within;
b) in respect of any order made anywhere in the world to enforce, in whole or in part any judgment award or settlement made within;

the United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada other than in respect of liability arising out of temporary visits to:

i) the United States of America or Canada; or
ii) any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada;

in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **Territorial Limits** under sub-paragraph B of the Operative Clause to Section 5 – **Property** Owners Liability or under Extension 4 – Overseas personal liability of the Extensions applicable to Section 5.

GENERAL CONDITIONS

Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 2010. If agreement cannot be reached, either party may apply for an arbitrator to be appointed by ARIAS (UK). Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

In the absence of agreement between **You** and **Us** as to the costs of the arbitration, those costs will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in Dublin, Ireland and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in “Choice of Law and Jurisdiction” on page 17.

However: **You** may not need to engage in arbitration if **You** meet the criteria for the Financial Services and Pensions Ombudsman to deal with the dispute and **You** follow the complaints procedure, all of which is contained in “How to make a complaint” on page 18.

Adjustment of premium

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require.

The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **Schedule** is expressed as “minimum and deposit” and the premium adjustment calculation results in an amount which is less than the “minimum and deposit” stated in the **Schedule**, a rebate of premium will not be paid to **You**.

Where the estimates include remuneration to **Employees**, the required declaration must also include remuneration to all persons defined as **Employees** by this **Policy**.

Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due calculated on **Your** original estimated values.

Non-Invalidation

The **Policy** shall not be invalidated if there is a change (or a material change where **You** are a **Consumer**) in the use of the **Premises** which constitutes an increase in the risk of **Damage** which is unknown to **You** provided that once **You** become aware thereof **You** give notice to **Us** within 3 days and pay an additional premium if required.