PROPERTY OWNERS' INSURANCE

IMPORTANT NOTICE TO THE INSURED

This insurance is a legal contract. The *Insured* should read it carefully to ensure that it is in accordance with its requirements and that the *Insured* understands its terms and conditions. The insurance broker or other intermediary who arranged this insurance for the *Insured* should be contacted as soon as practicably possible if any correction is required. The *Insured's* attention is particularly drawn to the notices that appears overleaf.

Administered by Optis Insurances Limited
Registered office: Unit 1, Knightsbrook Square, Knightsbrook, Trim, Co. Meath C15 AN81
Registered in Ireland
Optis Insurances Limited t/a Optis Insurance is regulated by the Central Bank of Ireland

NOTICES

Regulatory Information

1. Lloyd's Insurance Company S.A.

   Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium.

   Its Firm Reference Number(s) and other details can be found on www.nbb.be.

   Website address: www.lloyds.com/brussels

   E-mail: enquiries.lloydsbrussels@lloyds.com.

2. XL Catlin Services SE

   XL Catlin Services SE acts as an agent of Lloyd's Insurance Company S.A. in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

   Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland

   Registered in Ireland Number 659610

3. Optis Insurances Limited

   Registered Office: Unit 1, Knightsbrook Square, Knightsbrook, Trim, Co. Meath C15AN81

   Optis Insurances Limited t/a Optis Insurance is regulated by the Central Bank of Ireland

   The *Insured* can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate

Complaints Procedure

The *Insurer* is dedicated to providing a high-quality service and wants to ensure that they maintain this at all times.

Any complaint should be addressed to:

Head of Complaints Management

Lloyd's Insurance Company S.A.

Bastion Tower

Marsveldplein 5

1050 Brussels

Belgium

Tel: +32 (0)2 227 39 40

E-mail: lloydseurope.complaints@lloyds.com.

The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

The *Insured* will also be informed of the name of one or more individuals that will be their point of contact regarding the *Insured's* complaint until the complaint is resolved or cannot be progressed any further. The Insured will be provided with an update on the progress of the investigation of their complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on the *Insured's* complaint will be provided to them, in writing, within 40 (forty) business days of the complaint being made.

Should the *Insured* remain dissatisfied with the final response or if the *Insured* has not received a final response within 40 (forty) business days of the complaint being made, the *Insured* may be eligible to refer their complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman

3rd Floor, Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29
Ireland
Tel: +353 1 567 7000
Fax: +353 1 6 620 890
E-mail: info@fspo.ie

If the *Insured* has purchased this policy online the *Insured* may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to the *Insured's* right to commence a legal action or an alternative dispute resolution proceeding in accordance with the *Insured's* contractual rights.

Guarantee Scheme

Depending upon where in the EEA the Insured and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. If the Insured any questions, please contact the Insurer.

Accessibility

Upon request the *Insured* can be provided by Optis Insurances Limited, with Braille, audio or large print versions of the policy and the associated documentation. If the *Insured* requires an alternative format the *Insured* should contact its broker through whom this policy was arranged.

Insurance Act 1936

All monies which become or may become payable by the *Insurer* or the *Insured*, shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Currency

The currency of all *Premiums*, *Sums Insured*, limits of liability and excesses shown in the *Schedule* of this policy or any subsequent renewal notice or *Endorsement* shall be deemed to be Euro.

Fair Processing Notice

(a) Lloyd's Insurance Company S.A

Your personal information notice

Who we are
We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics
We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.
This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may

include more sensitive details such as information about your health and any criminal convictions you may have.
In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.
The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us
Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?
For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights
You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Optis Insurances Limited, Unit 1 Knightsbrook Square, Knightsbrook, Trim Co. Meath.
Tel: 0469481667 Email: info@optis.ie

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

(b) Optis Insurances Limited

Any information the *Insured* has provided to Optis Insurances Limited will be processed in compliance with the provisions of the General Data Protection Regulation (EU) 2016/679 .

For more information about how Optis Insurances Limited process your personal data, please see our full privacy notice at

https://www.optisweb.com/privacypolicy.pdf

Language Applicable

All documentation and communication in respect of the policy will be in the English language.

Claims Procedure

If any incident occurs which might result in a claim the *Insured* must as soon as practicably possible contact Optis Insurances Limited the *Insurer* using the dedicated claim notification line:

Tel: (1) 6363144

Email: claims@optis.ie

The *Insured* should refer to General Conditions and Claims Conditions towards the end of the policy for full details of the claims procedure and conditions.

Contacting Optis Insurances Limited

The *Insured* can contact Optis Insurances Limited at:

Unit 1, Knightsbrook Square,
Knightsbrook
Trim
County Meath C15 AN81

Service of Suit for Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to it care of:

XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.
This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this policy and, to the extent required, shall apply to give effect to that process.

Contents

NOTICES 2
POLICY INFORMATION 7
INSURING CLAUSE 7
GENERAL POLICY DEFINITIONS 8
SECTION 1 - PROPERTY DAMAGE ALL RISKS 15
SECTION 2 - LOSS OF RENT RECEIVABLE 25
SECTION 3 - LIABILITY 30
GENERAL POLICY EXCEPTIONS 37
GENERAL POLICY CONDITIONS 40
CLAIMS CONDITIONS 47

POLICY INFORMATION

This policy is a contract between the *Insured* and the *Insurer* administered by Optis Insurances Limited on the *Insurer's* behalf.

This policy has been prepared in accordance with the *Insured's* instructions. The *Insured* should read it carefully to ensure that it meets its requirements.

This policy consists of

(a) the Insuring Clause, which explains the basis on which the cover is provided;

(b) the *Schedule*, which shows who is the *Insured*, the *Business* being covered and other policy particulars such as the *Period of Insurance*, the *Limits of Liability* and certain amounts for which the *Insured* may be responsible;

(c) the General Policy Definitions;

(d) the Sections of the policy, which give precise details of the cover being provided and any limits, conditions and exceptions that are specific to a particular Section;

(e) the General Policy Extensions which extend the cover provided within the individual Sections;

(f) the General Policy Exceptions, General Policy Conditions and Claims Conditions, which incorporate terms that apply to the whole policy;

(g) any *Endorsement(s)*, which might apply to the policy or individual Sections and which incorporate cover amendments, extensions, limitations and such like.

Alterations in the cover required, after issue of the policy, will be confirmed by separate *Endorsement(s)*, which the *Insured* should file with the policy. The *Insured* should refer to these *Endorsement(s)* and the policy to ascertain precise details of cover currently in force. The *Insured*'s insurance broker of intermediary will be able to provide any help or information that the *Insured* might require.

Please read this policy carefully and make sure that it meets the *Insured's* needs. If any corrections are necessary, the *Insured* should contact the *Insured's* broker through whom this policy was arranged.

Please keep this policy in a safe place – the *Insured* may need to refer to it if the *Insured* has to make a claim.

INSURING CLAUSE

In consideration of the *Insured* having agreed to pay the *Premium*, the *Insurer* will reimburse, pay or cover the *Insured*, on and subject to the terms, limits, conditions clauses and exceptions of this policy, against the events set out in the Sections operative (specified herein) and occurring in connection with the *Business* during the *Period of Insurance*, or any subsequent period for which the *Insurer* agrees to accept payment of the *Premium.*

Each Section of the policy, the *Schedule* and any *Endorsement(s)* and the General Policy Definitions, General Policy Conditions, Claims Conditions and General Policy Exceptions shall be read as one document.

Any word or expression which appears in the policy in italics shall have the meaning given in the General Policy Definitions. Any other word or expression given a specific meaning in:

(a) the *Schedule*, any policy *Endorsement(s)*, or the General Policy Conditions, General Policy Exceptions and Claims Conditions, or this Insuring Clause, and beginning with a capital letter, shall have the same meaning throughout the policy;

(b) an individual Section, or any Section *Endorsement(s)*, and beginning with a capital letter shall have only the same meaning throughout such Section or Section *Endorsement(s)*.

References in this policy to any:

(a) statute, statutory provision, or European Union Directive, or

(b) order, regulation, instrument, directive or code having the effect of and authorised by law

shall also apply to any amendment, substitution, replacement or consolidation of such laws, or to any laws promulgated thereunder.

GENERAL POLICY DEFINITIONS

Accidental

means sudden and as a result of an external, visible and violent cause

Ancillary Equipment

means equipment solely used for the suitable operation of *Computer Equipment*, including air conditioning equipment, generating equipment, voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat and smoke detection equipment and computer room partitioning.

Annual Rent Receivable

means *Rent Receivable* during the twelve (12) months immediately before the date of the *Incident.*

Annual Rent Receivable and *Standard Rent Receivable* are subject to such adjustments 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 date of 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 practicably possible the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

Anti-Social Behaviour means:

(a) engage in behaviour that constitutes the commission of an offence, being an offence the commission of which is reasonably likely to affect directly the well-being or welfare of others,

(b) engage in behaviour that causes or could cause fear, danger, injury, damage or loss to any person living, working or otherwise lawfully in the dwelling concerned or its vicinity and, without prejudice to the generality of the foregoing, includes violence, intimidation, coercion, harassment or obstruction of, or threats to, any such person, or

(c) engage, persistently, in behaviour that prevents or interferes with the peaceful occupation by any other person residing in the dwelling concerned or in the vicinity of the dwelling or the property containing the dwelling concerned.

Auditor's Fees

means fees payable by the *Insured* to its auditors, or professional accountants, for producing such particulars or details contained in the *Insured'*s books of account or other business documents, or such other proofs, information or evidence as may be required by the *Insurer* to substantiate the amount of a claim.

Bodily Injury means:

(a) death, illness or disease, or

(b) physical or mental injury, mental anguish or shock

but not defamation, libel, slander, deceit, injurious falsehood, discrimination, harassment or advertising injury.

Building(s) means

(a) the building(s) including foundations situated at the *Premises* being constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos unless otherwise agreed by the *Insurer*, and

(b) landlord's fixtures and fittings in or on the said *Building(s)*which are the property of or leased to the *Insured*.

Unless more specifically insured, *Building(s)* also includes:

(i) private garages, extensions annexes and *Outbuildings*;

(ii) property comprising fixtures and fittings formerly the property of tenants, which has been relinquished to the *Insured*

(iii) tenants' improvements;

(iv) conveyors, lines, wires, service pipes and similar property on the *Premises* and extending to the public mains;

(v) walls, gates and fences;

(vi) lamp posts, street furniture, car parks, yards, roadways, forecourts, terraces, drives and footpaths, service areas, pedestrian malls and similar surfaces at the *Premises*;

(vii) fixed fuel oil tanks, fixed diesel fuel tanks and fixed liquefied petroleum gas tanks;

(viii) security lighting, security cameras and other security devices; fire protection devices;

(ix) signs, communication aerials and similar devices;

(x) tennis courts, permanently installed swimming pools and roof gardens applicable to purpose built blocks of flats and individual private dwelling houses only

which are the property of the *Insured* or for which the *Insured* is legally responsible.

Building(s) in the course of construction are excluded.

Where the *Premises* is used exclusively for *Business* and commercial uses, the definition of *Building(s)* is amended to read:

(a) the building(s) including foundations situated at the *Premises* being constructed of brick, stone, concrete or steel framed with metal cladding (excluding cladding containing polystyrene) and roofed with slates, tiles, concrete, metal, asbestos or metal cladding (excluding cladding containing polystyrene), unless otherwise agreed by the *Insurer*, and

(b) landlord's fixtures and fittings in or on the said building(s) which are the property of or leased to the *Insured*.

Business

means the *Insured*'s business as described in the *Schedule* and shall include:

(a) the ownership, repair, maintenance and decoration of the *Insured*'s *Premises*;

(b) participation in exhibitions held in member countries of the European Union in connection with the *Business* specified in the *Schedule;*

(c) private work carried out by any *Employee* of the *Insured* (with the consent of the *Insured*) for any director, partner or senior official of the *Insured*.

Business Hours

means any period during which the *Premises* are open for *Business* and attended by the *Insured* or any authorised *Insured Person*.

Business Interruption

means loss (as specified for each insured Item of Section 2) resulting from interruption of, or interference with, the *Business* carried on by the *Insured* at the *Premises*.

Compensation

means all sums which the *Insured* shall be legally liable to pay as compensation and claimants costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages.

Computer Equipment

means *Hardware, Peripheral Equipment* and *Ancillary Equipment (*including any equipment which, having more than one function, can be used as C*omputer Equipment*) the property of the *Insured,* or held by them in trust for which the *Insured* is legally responsible.

Communicable Disease

means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Contents of Common Parts

Means furniture, furnishings, fittings, machinery, plant, equipment, alterations, decorations and all other contents, the property of the *Insured* or for which the *Insured* is legally responsible including fitted carpets, contents of fixed fuel oil tanks, contents of fixed liquefied petroleum gas tanks and contents of fixed diesel fuel tanks; refuse disposal bins and skips whilst contained in or about the storage or communal areas of the *Buildings* insured by this policy but excluding:

(a) Building(s);

(b) Stock in Trade;

(c) Money and any kind of securities for money;

(d) documents, manuscripts and business books,

(e) the personal effects (including tools, clothing and pedal cycles) of *Employees*, directors, partners, except for an amount not exceeding

(f) €600 in respect of any one person;

(g) glass;

(h) motor vehicles licensed for road use and their accessories;

Contents of Residential Accommodation

means furniture, furnishings, fittings, carpets, audio visual equipment and other household goods in any self-contained flat or other private dwelling; part of the *Insured's Premises* ,the property of the *Insured* or for which the *Insured* is legally responsible, but not exceeding €5,000 any one single article matching pair set or collection.

Contractual Liability

means liability which attaches by virtue of a contract or agreement, but only to the extent to which it would not have attached in the absence of such contract or agreement.

Damage

means physical loss, damage or destruction.

Debris Removal

means costs and expenses incurred by the *Insured* with the prior consent of the *Insurer* to:

(a) remove and dispose of debris from;

(b) dismantle or demolish;

(c) shore-up or prop-up;

the portion or portions of the *Premises* following *Damage*.

The *Insurer* will not pay for any costs or expenses:

(i) incurred in removing debris except from the site of the *Premises* and the area immediately adjacent to such site;

(ii) arising from *Pollution or Contamination* of property not insured by this policy.

Defined Insured Event

means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, water freezing in any tank, apparatus or pipe, or impact by any vehicle or animal as more fully detailed under Section 1 Property Damage, Operative Covers 1-7.

Electronic Data

means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Employee means:

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

(b) any labour master or labour only subcontractor, or person supplied or employed by them;

(c) any self-employed person working for and under the control of the *Insured*;

(d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by the *Insured*;

(e) a prospective employee, who is undergoing practical work experience, whilst being assessed by the *Insured* as to their suitability for employment;

(f) any person engaged under a work experience, government training or similar scheme;

(g) any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the *Business*, while they are engaged in that work;

(h) any person who is a voluntary helper while working under the supervision and control of the *Insured* and in connection with the *Business.*

Endorsement

means a change in the terms and conditions of this policy agreed by the *Insurer* that can extend or restrict cover.

Excess means:

(a) for the purposes of Sections 1 and 2, means the total amount to be borne by the *Insured* and deducted, after the application of Underinsurance, from each and every claim for *Damage* before the *Insurer* shall be liable to make any payment (in respect of Section 1 the *Excess* shall also apply in respect of each separate location);

(b) for the purposes of Sections 3, means the total amount payable by the *Insured*, or any other person entitled to cover, in respect of any *Damage* to *Property* arising out of any one *Occurrence* before the *Insurer* shall be liable to make any payment.

If any payment made by the *Insurer* shall include the amount for which the *Insured* or any other person entitled to cover is responsible, such amount shall be repaid to the *Insurer* forthwith.

Fungal Pathogens

means any fungus or mycota, or any by-product or type of infestation produced by fungus or mycota including for example mould, mildew, mycotoxins, spores or any biogenic aerosols.

Glass means:

(a) fixed glass and mirrors, including within the shopfront, in or at the *Premises*;

(b) window alarm foil, ornamental glass, lettering and silvering;

(c) fixed external signs including neon signs;

being the property of the *Insured* or for which the *Insured* is responsible.

Hardware

means the physical equipment or units that make up the *Computer Equipment*.

Heave

means upward movement of the ground beneath the *Building(s)* as a result of the soil expanding.

Incident

means *Damage* from a *Defined Insured Event* to *Building(s)* or property situated at the *Premises* and used by the *Insured* for the purpose of the *Business*.

Indemnity Period

means the period beginning with the occurrence of the *Incident* and ending not later than the expiry of the period of months specified in the *Schedule*, during which the results of the *Business* shall be affected in consequence of the *Incident*.

Insured

means the person(s) or corporate body(ies) named as such in the *Schedule* of this policy.

Insured Person

means any partner, director or *Employee* of the *Insured* whose usual place of employment is at the *Premises*.

Fire Alarm System means either:

(a) an automated fire detection system consisting of mains wired appropriate smoke or heat detectors located in each separate residential or commercial unit and all common or service areas and connected to a central fire alarm panel within the common areas of the building which is maintained, periodically inspected and serviced in accordance with the manufacturer's specification and current fire prevention legislation;

(b) as above with the additional means of communication used to automatically transmit signals from such alarm directly to the fire brigade.

Intruder Alarm System

means an electrical installation to detect and indicate the presence, entry or attempted entry of an intruder into *Protected Premises*.

Insurer

means Lloyd's Insurance Company S.A..

Keyholder

means the *Insured*, or any person or keyholding company authorised by the *Insured* (who must be available at all times to accept notification of faults or alarm signals relating to the *Intruder Alarm System*) to attend and allow access to the *Premises*.

Landslip

means downward movement of sloping ground.

Limit of Liability

means the limit as specified in the *Schedule* and is the maximum amount payable by the *Insurer*.

With regard to Sections 3 Parts A & B, the *Limit of Liability* shall apply to the total sum of all claims arising out of any *Occurrence*, irrespective of the number of claims or claimants.

Occurrence

means any one event, or all events of a series consequent upon, or attributable to one source or original cause.

Offshore

means from the time of embarkation by an *Employee*, onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that *Employee*, from a conveyance onto land, upon return from an offshore rig or offshore platform.

Outbuildings

means any building that is subsidiary to the *Building(s)*, which does not incorporate permanent foundations below ground level and which is not capable of being properly secured, including for example any stable, garage, shed, hut, lean-to greenhouse, hay loft or barn.

Period of Insurance

means the period specified in the *Schedule*, or such other period(s) as may be agreed by the *Insurer*.

Peripheral Equipment

means hardware not contained within the main processing computer, such as for example terminals, modems, local area network cabling and infrastructure, separate storage devices and other devices that can be operated under computer control.

Pollution or Contamination means:

(a) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic or hazardous chemicals, liquids or gases, or waste materials, or other irritants, contaminants or pollutants, into or upon buildings, structures, land, water or the atmosphere, and

(b) all loss, *Damage* to *Property*, or *Bodily Injury*, directly or indirectly caused by or arising from such pollution or contamination as described in (a) above.

Premium

means the amount payable by the *Insured* specified as such in the *Schedule*.

Premises

means the Premises stated in the *Schedule*, or in any *Endorsement(s)*, and used by the *Insured* for the purposes of the *Business*.

Principal

means any person, employer, firm, company, ministry or authority for whom the *Insured* is carrying out a contract or agreement for the performance of work.

Product Supplied

means any product or item (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by, or through the *Insured*, in the course of the *Business* in or from the Republic of Ireland.

Professional Fees

means architects, surveyors, consulting engineers, legal and other professional fees incurred in the Reinstatement of the *Property Insured*, but not for preparing a claim under this insurance.

Property

means material or tangible property.

Protected Premises

means the *Premises*, or those portions of the *Premises*, protected by the *Intruder Alarm System*.

Rent

means rent which continues to be legally payable by the *Insured* whilst the *Premises* are rendered unusable as a result of *Damage* but only in respect of the period reasonably necessary for their reinstatement and not exceeding the maximum period stated in the *Schedule*.

Rent Receivable

means the amount of money paid or payable to the *Insured* for accommodation, service charges and any other income from the letting of the *Premises* provided in the course of the *Business.*

Responsible Person

means the *Insured* or any other person authorised by the *Insured* to be responsible for the security of the *Premises* or an *Employee* appointed by the *Insured* for oversight, which shall act as a fire watcher, while usage of the Equipment

Sanitary Fittings

means fixed items of sanitary ware, the property of the *Insured*, or for which the *Insured* is responsible, situated within the *Premises*.

Schedule

means the Schedule of Insurance attaching to and forming part of this policy.

Settlement

means downwards movement as a result of the ground being compressed by the weight of the *Buildings* within two (2) years of construction

Standard Rent Receivable

means the *Rent Receivable* during that period in the twelve (12) months immediately before the date of the *Incident* which corresponds with the *Indemnity Period*.

Annual Rent Receivable and *Standard Rent Receivable* are subject to such adjustments 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 date of 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 practicable the results which but for the *Incident* would have been obtained during the relative period after the date of the *Incident*.

Stock in Trade

means stock and materials in trade, including finished stock and work in progress, the property of the *Insured* and goods in trust for which the *Insured* is legally responsible.

Subsidence

means downward movement of the ground beneath the *Building(s)* where the movement is unconnected with the weight of the *Building(s)*.

Subsidiary

means any entity of which the *Insured* either owns more than 50% of the voting rights, or owns more than 50% of total issued share capital.

Sum Insured

means the Sum Insured as stated in the *Schedule* applicable to the particular Item or Section.

Territorial Limits

means the Republic of Ireland (unless expressly stated to the contrary in any Section of this policy, the *Schedule* or any *Endorsement* which may be attached to this policy).

Terrorism

means an act, including for example 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Unlawful Association

means any organisation which is engaged in *Terrorism* and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.

Unoccupied

means closed for *Business*, or not occupied by any tenant for their usual purposes, for any period of more than thirty (30) consecutive days.

Wear and Tear

means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time

SECTION 1 - PROPERTY DAMAGE ALL RISKS

The Cover

The *Insurer* will reimburse the *Insured* in respect of *Damage* to the *Property Insured* caused by each of the following Operative Covers only as detailed in the *Schedule* within *Territorial Limits*, occurring at the *Premises* during the *Period of Insurance.*

Limit of Liability

The liability of the *Insurer* during the *Period of Insurance* shall not exceed the *Sum Insured* in respect of each individual Item of the *Property Insured*, subject to any other limit of liability stated herein or in the *Schedule*.

The Excess

The *Insurer* shall not pay the *Insured* for the amount of the *Excess* specified in the S*chedule*.

The Property Insured

A. *Building(s)*;

B. *Contents of Common Parts;*

C. *Contents of Residential Accommodation;*

D. *Rent.*

Unless, as otherwise stated in the *Schedule*, any insurance by this Section in respect of A, B or C shall include provision for *Professional Fees* and *Debris Removal*;

Operative Covers

1

a) Fire (including subterranean fire) excluding damage caused by explosion resulting from fire.

b) Explosion excluding damage*:*

i) occasioned by the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to, or under the control of the *Insured*;

ii) to any vessel machine or apparatus or its contents resulting from the explosion thereof.

c) Lightning.

d) Aircraft or other aerial devices or articles dropped therefrom.

2 Earthquake excluding damage caused by fire.

3 Riot, civil commotion, strikers, locked-out workers, labour disturbances or directly caused by malicious persons not acting on behalf of or in connection with any political organisation, excluding damage*:*

a) arising from confiscation requisition or destruction by order of the Government or any public authority,

b) arising from cessation of work,

c)

i) in the course of theft or attempted theft,

ii) in respect of any *Building* which is *Unoccupied*,

d) caused by any person lawfully allowed in the *Premises* in excess of €5,000,

4 Storm or flood excluding damage*:*

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

b) caused by frost *Subsidence, Heave* or *Landslip,*

c) to fences gates and movable property in the open,

d) to open sided or open fronted *Buildings,*

e) whilst the *Premises* are *Unoccupied.*

5 Escape of water from any tank apparatus or pipe or escape of oil from any fixed oil-fired heating installation excluding damage*:*

a) by water discharged or leaking from an automatic sprinkler installation,

b) in respect of any *Building* which is *Unoccupied*

6 Water freezing in any tank apparatus pipe or fixed heating installation excluding damage:

a) Whilst the *Premises* are *Unoccupied,*

b) To any automatic sprinkler installation,

c) In excess of €2,500.

7 Impact by any road vehicle (including, for example any fork lift truck or other industrial vehicle) or animal.

8 Accidental escape of water from any automatic sprinkler installation excluding damage:

a) by freezing in any *Building* which is *Unoccupied*,

b) by heat caused by fire,

c) by repairs alterations or extensions to the *Buildings* and/or sprinkler installations.

9 Theft or attempted theft excluding damage:

a) which does not involve entry or exit from a building at the *Premises* by forcible and violent means or actual or threatened assault or violence,

b) from any part of the building not occupied by the *Insured* for the purpose of the *Business,*

c) from the open or from any *Outbuilding,*

d) of jewellery, precious metals, stones or articles composed from them, money works of art, curiosities, rare books, bullion or furs except where specifically mentioned in the *Schedule* as being insured,

e) where any member of the *Insured's* household or any director partner or *Employee* is concerned as principal or accessory.

10 *Subsidence*, *Heave* or *Landslip* excluding damage:

a) arising from *Settlement* or the movement of made-up ground or by coastal or riverbank erosion,

b) occurring as a result of the construction, demolition, structural alteration or structural repair of any property at the *Premises*

c) arising from *Settlement* or bedding down of new structures,

d) to *Outbuildings*, yards, pipes, cables, wires, ducting, car parks, pavements walls, gates and fences,

e) commencing prior to the granting of cover under this insurance.

11 Any other accident excluding damage by any of:

i) The Operative Covers,

ii) The causes or matters expressly excluded from the Specified Operative Covers 1 – 10 (whether or not insured)

subject always to the limits terms conditions and exclusions of this Section and the policy.

Excepted Causes

The *Insurer* shall not reimburse the *Insured* for:

1 Damage caused directly by fire resulting from its undergoing any process involving the application of heat.

2 Damage (other than by Fire or Explosion) resulting from its undergoing any process of production, packing, treatment, testing, commissioning, cleaning, servicing or repair.

3 Damage resulting from the solidification of molten material unless such *Damage* results from an Operative Cover and which is not otherwise excluded.

4 Any *Business Interruption* or Damage of any kind or description except loss of *Rent* when such loss of *Rent* is included in the cover under this Section.

5 Damage occasioned by:

a) the voluntary parting with title or possession of any property or rights to property;

b) confiscation, requisition, seizure or destruction by order of the government or any public authority;

c) cessation of work.

6 Damage caused directly by or consisting of:

(a) inherent or latent defect, gradual deterioration, *Wear and Tear*, its own faulty or defective design or materials

(b) faulty or defective workmanship, or operational error or omission, on the part of the *Insured* or any of their *Employees;*

(c) the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturers' instructions or specification;

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

7 Damage caused by or consisting of:

a) corrosion, frost, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;

b) change in temperature, colour, flavour, texture or finish the action of light or atmosphere;

c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;

d) mechanical or electrical breakdown derangement or overloading in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates

but this will not exclude:

i. such *Damage* which itself results from other damage and is not otherwise excluded;

ii. subsequent *Damage* which itself results from a cause not otherwise excluded.

8 Damage caused by or consisting of:

a) disappearance, unexplained shortage or inventory shortage, misfiling or misplacing of information;

9 Damage caused by or consisting of:

a) a building or structure caused by its own collapse or cracking;

b) settling shrinking or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions *Subsidence Heave* or *Landslip.*

Excepted Property

The *Insurer* shall not reimburse the *Insured* in respect of loss of or damage to:

1)

(a) *Glass* or *Sanitary Fittings*;

(b) other glass or glassware, china, earthenware, marble, statuary, or other fragile or brittle objects;

unless resulting from a *Defined Insured Event* not otherwise excluded;

2)

a) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives and rolling stock watercraft aircraft or aerospatial device,

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

c) land piers, jetties, bridges, culverts or excavations,

d) livestock growing crops or trees;

3) property in transit;

4) dynamos, transformers, motors or other machines or apparatus for generating or utilising electricity or any part of the electrical installation through over-running short-circuiting or excessive pressure;

Section 1 Clauses

1 Designation

For the purpose of determining, where necessary, the heading under which any property is insured, the *Insurer* agrees to accept the designation under which such property has been entered into the *Insured*'s books of accounts.

2 Electrical Apparatus

If any electrical apparatus or fittings are damaged by fire due to self ignition, overrunning, excessive pressure, short circuiting, self heating or leakage of electricity, the *Insurer* shall not reimburse the *Insured* for damage to the equipment which contained the particular piece of apparatus or fitting which has caused the fire, but shall provide reimburse for damage to any other apparatus or fittings in consequence of such fire, if such other apparatus or fittings are otherwise insured under this Section.

3 Non-invalidation

The insurance under this Section shall not be invalidated by any act or omission, or by any alteration or defect, whereby the risk of *Damage* is increased unknown to or beyond the control of the *Insured*, provided that the *Insured* shall give notice to the *Insurer* as soon as practicably possible after such act or omission or alteration comes to the notice of the *Insured* and shall pay any additional *Premium* required by the *Insurer*.

4 Replacement or Reinstatement

In the event of any claim being made under this insurance for *Damage* occurring to the *Property Insured* under Item A (*Building(s)*) or Item B (*Contents*), the amount payable by the *Insurer* in respect of such *Damage* shall be the cost of Reinstatement.

For the purpose of this Clause the term "Reinstatement" means

(a) where the *Property Insured* is lost or destroyed:

(i) in respect of Item A (*Buildings*), the rebuilding of the property;

(ii) in the case of other property, replacement by similar property;

in either case in a condition substantially the same as, but not better or more extensive than the condition of the property when new;

(b) where the *Property Insured* is damaged, the repair or restoration of the damaged portion of the property to a condition substantially the same as, but not better or more extensive than its condition when new.

Special Provisions to Clause 4

(a) The work of Reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the *Insured*, subject to the liability of the *Insurer* not being increased) must be commenced and carried out with reasonable despatch, otherwise no payment shall be made by the *Insurer* beyond the amount which would have been payable under this policy if this Clause had not been incorporated.

(b) When any *Property Insured* under Item A (*Building(s)*); Item B (*Contents of Common Parts*) or Item C *(Contents of Residential Accommodation)* is damaged or destroyed in part only, the liability of the *Insurer* shall not exceed the sum that the *Insurer* would have been required to pay for Reinstatement if such property had been wholly destroyed.

(c) No payment shall be made by the *Insurer* beyond the amount which would have been payable under this policy if this Clause had not been incorporated:

(i) until the cost of Reinstatement shall have been actually incurred by the *Insured*;

(ii) if the *Property Insured* under Item A (*Building(s)*); Item B (*Contents of Common Parts*) or Item C *(Contents of Residential Accommodation)* shall, at the time of *Damage*, be covered by any other insurance effected by, or on behalf of the *Insured* which is not upon the same basis of Reinstatement.

(d) General Policy Condition 1
Underinsurance shall not apply to reinstatement under this clause, unless at the time of Reinstatement the Sum Insured of the Property Insured under Item A (Building(s)); Item B (Contents of Common Parts) or Item C (Contents of Residential Accommodation) is less than 85 per cent (85%) of the full Reinstatement cost of the Property Insured at the time of the Damage, the amount payable by the Insurer shall not exceed the proportion of the cost of Reinstatement which the Sum Insured for that Item bears to the sum representing the total cost of reinstating the Property Insured under that Item . The Insured will be

considered as being his own insurer for the difference between the full Reinstatement cost and the Sum Insured.

(e) The terms, limits, conditions and exceptions of this policy shall apply in full to:

(i) any claim payable in respect of Reinstatement, except where expressly varied by this Clause;

(ii) any claim which is to be payable as if this Clause had not been incorporated into the policy.

5 Seventy Two Hours Clause

All *Damage* caused by storm, tempest, flood, *Subsidence* or *Landslip* occurring in any one period of seventy-two (72) consecutive hours, within any one *Period of Insurance*, shall constitute one claim for the purposes of this Section. The *Insured* shall select the time from which any seventy-two (72) hour period shall commence, provided that such *Damage* occurred prior to the expiry of the *Period of Insuran*ce. If there is more than one such period selected during the *Period of Insurance*, they must not overlap and the *Excess* shall apply separately to each selected period.

Section 1 Conditions

1 Fire Extinguishing Appliances

This insurance takes into consideration the installation of fire extinguishing appliances in accordance with details provided by the *Insured* to the *Insurer* and the *Insured* undertakes to maintain such appliances in full and effective working order and under a contract for maintenance throughout the *Period of Insurance*. Subject to the observance of this Condition, this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to or beyond the control of the *Insured.*

2 Hot Work Precautions

It is an important condition to the liability of the *Insurer* under this policy, that when welding or flame-cutting equipment, blow lamps, blow torches or hot air guns (the Equipment) are used by the *Insured* or any *Employee* or contractor at the *Premises* the *Insured* shall ensure that:

(a) before use of the Equipment:

(i) an *Employee* is appointed on site to be responsible for fire safety and for ensuring that fire precautions are taken. Such *Employee* must arrange for the required fire extinguishing appliances to be available at the site;

(ii) each *Employee* or contractor shall be made aware of the location of fire fighting equipment and alarms;

(iii) a full written assessment of combustible areas and any pipework likely to increase the risk of fire or explosion must be made and any such area cleared of combustible materials, or covered by overlapping sheets of incombustible material, and purged of gases or liquids, to ensure safe use of the Equipment;

(iv) a full assessment and inspection of the Equipment must be made to identify leaks or defects and any such defects must be rectified before any works commence;

(v) there shall be available for immediate use, at the point of application of heat, suitable fire fighting apparatus (as a minimum, a nine litre capacity fire extinguisher or, where the use of water would be inappropriate, a two kilogram multipurpose dry powder extinguisher);

(b) during use of the Equipment:

(i) the lighting or operation of the heat equipment is in accordance with manufacturer's instructions;

(ii) it is lit as short a time as possible before use and extinguished immediately after use and not left unattended whilst alight;

(iii) a *Responsible Person* shall act as fire watcher alongside each person using the Equipment;

(iv) it shall be operated only by *Employees* or contractors trained or experienced in its use;

(v) an adequate check is undertaken for cooling down of Equipment and safe storage away from the area of work;

(e) upon completion of each period of work, a thorough fire safety check is made for at least thirty (30) minutes in the vicinity of the work (including the other side of walls or partitions).

In the event of breach of any of these conditions, the *Insurer* shall have no liability under this policy, unless the *Insured* shows that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3 Roof Maintenance

It is an important condition to the liability of *the Insurer* under this policy, that:

a) in respect of all areas of flat felted roofs, where the mineral felt surface has not been replaced for 7 years:

   i) these are inspected annually, prior to the month of October, by a qualified builder, roofing contractor or property surveyor and all defects identified in that inspection repaired as soon as practicably possible;

   ii) all guttering is inspected for blockages or defects by a competent person at inception date or renewal date and at six (6) monthly intervals thereafter and all blockages or defects identified by that inspection are repaired as soon as practicably possible;

b) in respect of any roofs that have valley gutters such gutters are inspected for blockages or defects by a competent person at inception date or renewal date and at six (6) monthly intervals thereafter and all blockages or defects identified by that inspection are repaired as soon as practicably possible;

c) a record of all inspections referred to above is made and retained by the *Insured* and is to be available for inspection by the *Insurers* if they so require.

In the event of breach of any of these conditions, the *Insurer* shall have no liability under this policy, unless the *Insured* shows that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Section 1 Extensions

Unless otherwise stated in the *Schedule* (or by *Endorsement* to the policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and of the policy, except where specifically varied by the terms of the Section Extension. All Extensions sub-limits shall be included within the total Sum Insured and not in addition to it and all sub-limits as stated below or elsewhere in this policy shall apply any one occurrence and the applicable Excess shall apply unless stated to the contrary

1 Additional Costs

Any reimbursement provided by this Section shall extend to apply to additional costs incurred by the *Insured* for the purpose of ensuring that the *Premises* remain secure, habitable and tenantable following *Damage* insured by this Section (other than the loss of keys by theft). The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 5% of the total *Sums Insured* for the *Premises* at which the *Damage* occurred, or €12,000 whichever is the lesser.

2 Automatic Reinstatement of Sums Insured

In consideration of the *Sums Insured* not being reduced by the amount of any *Damage*, the *Insured* undertakes to pay the appropriate additional premium on the amount of the *Damage* from the date thereof to the expiry of the *Period of Insurance*, and to carry out any measures that the *Insurer* may require to prevent further *Damage* or enhance the security of the *Premises*. The liability of the *Insurer* in respect of any one *Occurrence* shall not exceed, in respect of each Item of the *Property Insured*, the *Sum Insured* for that Item.

3 Breakage of Glass and Sanitary Fittings

Regardless of Section Exception 1(a) under Excepted Property, the *Insurer* will include the costs of repair or replacement in the event of breakage of *Glass* or *Sanitary Fittings.*

The liability of under this Extension shall not exceed the replacement value of the *Glass* or *Sanitary Fittings* at the time of the breakage.

The basis of claim settlement shall be the value of *Glass* or *Sanitary Fittings* or, at the option of the *Insurer*, the cost of repair, replacement or Reinstatement.

The *Insurer* will also pay:

(a) for damage to frames or framework which has to be removed to replace the *Glass*;

(b) for the cost of necessary boarding-up and the provision of a temporary door, consequent upon the breakage of *Glass*.

The *Insurer* shall not reimburse the *Insured* for:

(a) breakage arising directly from alteration to, or repair or restoration of the *Premises;*

(b) breakage of *Glass* or *Sanitary Fittings*

(i) already damaged at inception of the *Period of Insurance;*

(ii) forming part of the *Insured*'s *Stock in Trade;*

(c) scratching or chipping of *Glass* unless it extends through the complete fabric of the *Glass;*

(d) breakage caused by *Wear and Tear,* any gradually operating cause or the costs of maintenance;

(e) breakage in respect of any *Unoccupied* building;

(f) breakage of bulbs or tubes unless consequent upon damage to neon or illuminated signs;

(g) breakage caused by mechanical or electrical breakdown or the application of electrical energy;

(h) breakage arising from a *Defined Insured Event;*

(i) the *Excess* as shown in the *Schedule*.

4 Capital Additions, Alterations and Improvements

This Section, in respect of Item A (*Building(s)*); Item B (*Contents of Common Parts*) or Item C *(Contents of Residential Accommodation),* of the *Property Insured*, shall extend to apply to capital additions, alterations and improvements and newly acquired or newly erected *Building(s)* provided that:

(a) the *Insured* shall declare to the *Insurer* the date and value of such capital additions, alterations, improvements and newly acquired and newly erected *Building(s)* at intervals of not more than one (1) month and shall pay an appropriate additional premium calculated from the time such additional cover applies;

(b) the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed 10% of the total *Sums Insured* under Item A (*Building(s)*); Item B (*Contents of Common Parts*) or Item C *(Contents of Residential Accommodation),* for the *Premises* at which the *Damage* occurred, or €800,000 whichever is the lesser;

(c) this Extension does not apply to appreciation in value.

5 Changing or resetting Locks

This Section shall extend to apply to costs incurred by the *Insured,* as a result of the necessary replacement of locks, or the resetting of digital locks if any of the keys of the *Premises* are accidently lost or stolen from the *Premises*, or from the homes of principals, partners, directors or authorised *Employees*, provided that:

(a) if such keys relate to a safe or strongroom they shall not be left on the *Premises* outside the *Insured* 's normal *Business Hours*;

(b) the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed €1,200 in respect of any one *Occurrence*.

The *Excess* as stated in the *Schedule* does not apply in respect of this Extension in so far as the changing of locks is the only part of the claim.

6 European Union and Public Authorities

This Section, in respect of *Damage* to Item A (*Building(s)*); Item B (*Contents of Common Parts*) or Item C *(Contents of Residential Accommodation)* of the *Property Insured*, shall include the additional cost of Reinstatement of such property (together with undamaged portions) incurred by the *Insured* solely by reason of the necessity to comply with the Stipulations of:

(a) European Union legislation, or

(b) building or other regulations under, or framed in pursuance of, any Act of Parliament or the bye-laws of any public authority.

The *Insurer* shall not cover the *Insured* for:

(a) the cost incurred in complying with the Stipulations:

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

(ii) in respect of *Damage* not insured by this Section;

(iii) under which notice has been served upon the *Insured* prior to the happening of the *Damage*;

(iv) for which there is an existing requirement which has to be implemented within a given period;

(b) the additional cost that would have been required, to make good the property lost, damaged or destroyed to a condition equal to its condition when new, had the necessity to comply with the Stipulations not arisen;

(c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by its owner by reason of compliance with any of the Stipulations.

This Extension also provided that:

(a) the work of Reinstatement, which may be carried out wholly or partially upon another site (if the Stipulations so necessitate and subject to the liability of the *Insurer* under this Extension not being increased), must be commenced and carried out as soon as practicably possible and in any case must be completed within twelve (12) months of the *Damage* occurring, or within such further time as the *Insurer* may in writing permit (during the course of such twelve (12) months period);

(b) if the liability of the *Insurer* under any Item of the *Property Insured* by this Section, apart from this Extension, shall be reduced by the application of any of the terms and conditions of this Section and of the policy, then the liability of the *Insurer* under this Extension in respect of any such Item shall be reduced in like proportion;

(c) the total amount recoverable under any Item of the *Property Insured* shall not exceed:

(i) in respect of the lost, destroyed or damaged *Property Insured* – it's *Sum Insured*;

(ii) in respect of undamaged portions of property (other than foundations), 15% of the total amount for which the *Insurer* would have provided reimbursement had the *Property Insured*, by the Item at the *Premises* where the *Damage* has occurred, been wholly destroyed;

(iii) in respect of European Union legislation:

(a) 15% of its *Sum Insured*, or

(b) where the *Sum Insured* by the Item applies to property at more than one *Premises*, 15% of the total amount for which the *Insurer* would have provided reimbursement, had the *Property Insured* by the Item at the *Premises* where *Damage* has occurred, been wholly destroyed;

(iv) in respect of building or other regulations under, or framed in pursuance of, any Act of Parliament or the bye laws of any public authority its *Sum Insured*, being part of and not in addition to the *Sum Insured* shown in the *Schedule*.

7 Extinguishment Expenses

This Section shall extend to apply to costs incurred by the *Insured* for:

(a) fire brigade charges;

(b) the refilling of fire extinguishing appliances;

(c) the replacement of used sprinkler heads;

arising out of *Damage* insured by this Section, provided that the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed €10,000 in respect of any one *Occurrence* or in the aggregate in connection with all *Damage* occurring during the *Period of Insurance.*

8 Landscaped Grounds

This Section shall extend to apply to costs incurred by the *Insured* in making good the landscaped grounds of the *Premises* damaged by the Fire Brigade, or any other Emergency Service, in consequence of *Damage* to the *Property Insured*. The maximum amount that will be paid by the *Insurer* under this Extension shall not exceed €2,500 in respect of any one *Occurrence or €12,000* in the aggregate in connection with all *Damage* occurring during the *Period of Insurance*

9 Loss of Metered Water Charges

This Section shall extend to apply to additional metered water charges incurred by the *Insured* following *Damage* insured by this Section, provided that:

(a) the *Insurer* shall not reimburse the *Insured* for any such charges in respect of any *Unoccupied Building(s)*;

(b) the basis upon which the amount payable is to be calculated shall be, the amount of the water charges for the period during which *Damage* occurs, less the charge made to the *Insured* for the corresponding period

in the preceding year, adjusted for changes in the water suppliers' charges and for variations affecting the water consumption of the *Insured* during the intervening period;

(c) the maximum amount that will be paid by the *Insurer* under this Extension, shall not exceed €12,000 in the aggregate in connection with all *Damage* occurring during the *Period of Insurance*.

10 Mortgagees Freeholders and Lessors

Mortgagees, freeholders and lessors shall not be prejudiced by any increase in the risk of *Damage* resulting from any act of negligence of any mortgagor, leaseholder, lessee or occupier of any *Building*(*s*) insured by this Section, provided that such increase in risk is without their prior knowledge or authority and that the *Insurer* is notified as soon as practicably possible they become aware of such increase in risk.

11 Other Interests

Should any of the *Property Insured* be subject to the terms of a hire purchase, or similar form of agreement, then the interest of such parties is noted in this insurance, and the nature and extent of such interest is to be declared to the *Insurer* in the event of *Damage*.

12 Services

Item A (*Building(s)),* Item B (*Contents of Common Parts*) and Item C (*Contents of Residential Accommodation)* of the *Property Insured* shall include telephone, gas, water and electric instruments, meters, pipes, ducts, cables and the like, and the accessories thereof, including similar property in adjoining yards or roadways or underground, being the property of the *Insured* or for which the *Insured* are responsible.

13 Trace and Access

This Section in respect of *Damage* caused by an escape of water, or fuel oil, from any tank, apparatus or pipe, shall extend to apply to the costs incurred by the *Insured:*

(a) in locating the source of such escape, and

(b) the subsequent making good of damage caused as a consequence of locating such source,

provided that the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed €12,000 in the aggregate in connection with all *Damage* occurring during the *Period of Insurance.*

14 Unauthorised Use of Electricity, Gas or Water

Upon first discovery by the *Insured*, during the *Period of Insurance*, of the unauthorised use of electricity, gas or water by persons taking possession of or occupying the *Premises* without the *Insured's* consent, the reimbursement provided by this Section shall extend to apply to the metered cost, for which the *Insured* is legally responsible, arising from such unauthorised use, provided that:

(a) the maximum amount that will be paid by the *Insurer* under this Extension shall not exceed €2500 in respect of any one *Occurrence* or €12,000 in the aggregate in respect of all unauthorised use discovered during the *Period of Insurance*;

(b) the *Insured* shall take all practical steps to terminate such unauthorised use as soon as it is discovered.

15 Workmen

Workmen shall, without prejudice to this insurance, be allowed on the *Premises* for the purpose of carrying out minor repairs, decorations or alterations, provided that the *Insured* controls all works involving heat in accordance with Section Condition 2 (Hot work Precautions).

Section 1 Special Extensions

Special Extensions 1 shall apply unless otherwise stated in the *Schedule*. Special Extensions 2 shall apply only to those *Premises* for which it is shown in the *Schedule* as being applicable. Each Special Extension shall be subject to all other terms, limits, conditions and exceptions of this Section and of the policy, except where specifically varied by the terms of the Special Extensions.

1 Day One Basis (Non Adjustable) This Special Extension applies to Item A (*Building*(*s*)) unless otherwise stated in the *Schedule*.

(a) The *Premium* for each Item to which this Special Extension applies has been calculated according to the Declared Value provided by the *Insured*.

Declared Value means the *Insured's* assessment of the cost of reinstatement of each Item of the *Property Insured*, arrived at in accordance with paragraph (a) of the definition of Reinstatement appearing in Section Clause 4 (Replacement or Reinstatement) at the level of cost applying at the inception of the *Period of Insurance* (ignoring inflationary factors which may operate subsequently) including, where insured by this Section, an allowance for

(i) the additional cost of Reinstatement to comply with European and Public Authority requirements (see Section Extension 11);

(ii) *Professional Fees*;

(iii) *Debris Removal*.

(b) At the inception of the *Period of Insurance*, the *Insured* shall notify the *Insurer* of the Declared Value of the *Property Insured* for each Item. In the absence of such declaration, the last amount declared by the *Insured* to the *Insurer*, in respect of the preceding period, shall be taken as the Declared Value for the current period.

(c) Special Provisions (d) and (e) of Section Clause 4 (Replacement or Reinstatement) shall not apply to this Special Extension.

(d) If, upon the occurrence of *Damage*, the Declared Value of the *Property Insured* by an Item is less than what the cost of Reinstatement would have been at the inception of the *Period of Insurance* (arrived at as described in paragraph (a) above), then the amount to be paid by the *Insurer* shall be limited to that proportion which the Declared Value bears to the cost of Reinstatement.

(e) The terms, limits, conditions and exceptions of this policy shall apply in full to

(i) any claim payable in respect of reinstatement, other than where expressly varied by this Special Extension and by Section Clause 4;

(ii) any claim which is to be payable as if this Special Extension and Section Clause 4 had not been incorporated into the policy, except that the *Sums Insured* shall be limited to 115% of the Declared Value.

(f) The provisions of Section Extension 4 (Capital Additions, Alterations and Improvements) shall not be subject to this Special Extension.

2 Subsidence Extension

This Section shall, regardless of Excepted Cause 5(a) extend to apply to *Damage* caused by *Subsidence, Heave* or *Landslip* of any part of the site on which the *Property Insured* stands, provided that:

(a) the *Insurer* shall not reimburse the *Insured* against *Damage:*

(i) caused by coastal or riverbank erosion;

(ii) caused by defective design or workmanship, or the use of defective materials, including inadequate construction of foundations;

(iii) caused by *Settlement* or the movement of made up ground;

(iv) to forecourts, car parks, driveways, footpaths, walls, gates, hedges or fences, unless specifically insured by this Section and a building covered by this section also sustains damage from the same cause at the same time;

(v) which originated prior to the inception of this cover;

(vi) resulting from demolition, construction, or the structural repair or alteration of any *Building*, or the undertaking of groundwork or excavation, at the *Premises* where *Damage* insured by this Special Extension has occurred;

(b) the *Insured* shall notify the *Insurer* as soon as practicably possible they become aware of any demolition, groundwork, excavation or construction being carried out on any adjoining site and that the *Insurer* shall then have the right to act in accordance with Change in Circumstances clause.

The General Policy Definition of *Defined Insured Event* shall extend to include *Subsidence*, *Heave* and *Landslip* of any part of the site on which the *Property Insured* stands.

SECTION 2 - LOSS OF RENT RECEIVABLE

The Cover

The *Insurer* will cover the *Insured* against *Business Interruption* arising from an *Incident* occurring during the *Period of Insurance.*

Material Damage Insurance Provision

This Section shall only apply if, at the time the *Incident* occurs, there is an insurance in force which covers the interest of the *Insured* in the *Building(s)* or property at the *Premises* against *Damage* and in respect of which:

(a) payment shall have been made, or liability admitted for payment by such insurance, or

(b) payment would have been made, or liability admitted for payment by such insurance, but for an exclusion of liability for losses below a specified amount.

Auditor's Fees

The *Insurer* will also reimburse the *Insured* in respect of *Auditor's Fees* incurred by the *Insured* in respect of a claim.

Limit of Liability

The liability of the *Insurer* during the *Period of Insurance* shall not (inclusive of *Auditor's Fees*) exceed the *Sum Insured* in respect of each individual Item, subject to any other limit of liability stated herein or in the *Schedule*.

The Excess

The *Insurer* shall not pay the *Insured* for the amount of the *Excess* specified in the *Schedule*.

Item A Loss of Rent Receivable

The insurance under this Item is limited to:

(a) Loss of *Rent Receivable*, and

(b) Increase in Cost of Working.

The amount payable by the *Insurer* as reimbursement in respect of this Item shall be:

1) in respect of Loss of *Rent Receivable*, the amount by which the *Rent Receivable* during the *Indemnity Period* shall, in consequence of the *Incident*, fall short of the *Standard Rent Receivable*, and

2) in respect of Increase in Cost of Working, the additional expenditure incurred by the *Insured* for the sole purpose of avoiding or diminishing the reduction 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* avoided

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

Special Condition to Item A – Underinsurance

If the *Sum Insured* under this Item is less than the *Annual Rent Receivable* (or proportionate to a multiple thereof where the *Indemnity Period* exceeds twelve (12) months), the amount payable by the *Insurer* shall be proportionately reduced.

Special Provisions to Item A

1) The *Premium* paid for Item A may be adjusted on receipt, by the *Insurer*, of a declaration of *Rent Receivable* earned during the financial year most nearly concurrent with the *Period of Insurance*, as reported by the *Insured*'s auditors. If any *Incident* shall have occurred giving rise to a claim for loss of *Rent Receivable*, such declaration shall be increased, for the purpose of *Premium* adjustment, by the amount which the *Rent Receivable* was reduced during the financial year solely in consequence of the *Incident*.

2) If the declaration (adjusted as provided for above and proportionately increased where the *Indemnity Period* exceeds twelve (12) months) is less than the *Rent Receivable Sum Insured* for the relative *Period of Insurance*, the *Insurer* will allow a proportional rate return premium not exceeding 25% of the *Premium* paid.

Item B Additional Expenditure

The insurance under this Item is limited to the additional expenditure incurred by the *Insured*, with the prior consent of the *Insurer*, in order to prevent or minimise the interruption of, or interference with the *Business* during the *Indemnity*

Period in consequence of the *Incident* (including the cost of removal to and from temporary premises and expenses incidental thereto, increase in rents, rates and taxes, salaries of additional staff and overtime payments), but only in so far as such additional expenditure is not recoverable under any other Item of this policy.

Section 2 Exceptions

Excluded Causes

Business Interruption Exclusions

The *Insurer* shall not reimburse the *Insured* against *Business Interruption*

1) arising from an *Incident* caused directly by or consisting of:

   (a) inherent or latent defect, gradual deterioration, *Wear and Tear*, frost, or the Building's or property's own faulty or defective design or materials;

   (b) faulty or defective workmanship, or operational error or omission, on the part of the *Insured* or any of their *Employees;*

   (c) the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturers' instructions or specification;

   (d) explosion occasioned by the bursting of any boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the *Insured*;

   but this shall not exclude *Business Interruption* arising from a subsequent incident which itself results from a cause not otherwise excluded;

2) arising from an *Incident* caused directly by or consisting of:

   (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, humidity, action of light or atmosphere, marring, scratching, dust, chemical action or reaction, pets, vermin or insects;

   (b) change in temperature, colour, flavour, texture or finish;

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

   (d) a deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services;

   but this shall not exclude:

   (i) such *Business Interruption* arising from an *Incident* which itself results from a *Defined Insured Event*, or from any other *Accidenta*l loss or *Damage* not otherwise excluded;

   (ii) *Business Interruption* arising from a subsequent *Incident* which itself results from a cause not otherwise excluded;

3) arising from an *Incident* caused directly by or consisting of mechanical or electrical breakdown, derangement or overloading in respect of the particular machine, apparatus or equipment in which such breakdown, derangement or overloading originates;

   but this shall not exclude:

   (a) *Business Interruption* arising from *Damage* to surrounding property, not forming part of the same machine, apparatus or equipment;

   (b) such *Business Interruption* arising from an *Incident* which itself results from a *Defined Insured Event*, or from any other *Accidental* loss or *Damage* not otherwise excluded;

   (c) *Business Interruption* arising from a subsequent *Incident* which itself results from a cause not otherwise excluded;

4) arising from an *Incident* caused directly by theft or attempted theft unless:

   (a) involving forcible and violent entry to or exit from *Building(s)* at the *Premises*;

   (b) involving assault or violence, or threat of assault or violence, to the *Insured*, or any partner, director or employee of the *Insured*, or to members of their families, or any other person lawfully on the *Premises*;

5) arising from an *Incident* caused directly by or consisting of:

(a) *Subsidence*, *Heave* or *Landslip*, unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe;

(b) *Settlement* or bedding down of new structures;

6) arising from an *Incident* caused directly by or consisting of:

(a) an act of fraud or dishonesty by the *Insured* or any partner, director or *Employee* of the *Insured*, or by members of their families or any other person to whom property has been entrusted;

(b) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

7) arising from *Damage* to buildings or structures caused directly by their own collapse or cracking, unless resulting from a *Defined Insured Event* not otherwise excluded;

8) arising from *Damage* to moveable property in the open, or in open sided buildings or contained in *Outbuildings*, or to fences and gates caused directly by:

(a) theft or attempted theft;

(b) wind, rain, hail, sleet, snow, flood or dust;

9) arising from damage caused directly by fire resulting from property undergoing any process involving the application of heat;

10) arising from damage (other than by fire) to property resulting from it undergoing any process of:

(a) production;

(b) packing, treatment, testing, cleaning, commissioning, servicing, repair or any other process;

but this shall not exclude *Business Interruption* arising from *Damage* to surrounding property not forming part of:

(i) the machinery performing such process;

(ii) the same process of production;

(iii) the same process of packing, treatment, testing, commissioning, cleaning, servicing, repair or other process;

11) arising from an *Incident* caused directly by or consisting of the solidification of molten material, unless resulting from a *Defined Insured Event* not otherwise excluded;

12) arising from an *Incident* in respect of any *Unoccupied* building:

(a) caused directly by escape of water from any tank, apparatus or pipe;

(b) caused directly (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation;

(c) caused directly by freezing;

(d) caused directly by theft or attempted theft;

13) arising from an *Incident* caused directly by, or consisting of or occasioned by the voluntary parting with title or possession of any property or rights to property;

14) arising from damage attributable solely to change in the water table level;

15) arising from *Damage* to

(a) jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books;

(b) *Glass* or *Sanitary Fittings*;

(c) other glass or glassware, china, earthenware, marble, statuary or other fragile or brittle objects; unless resulting from a *Defined Insured Event* not otherwise excluded;

16) arising from *Damage* to *Computer Equipment* unless resulting from a *Defined Insured Event*, or theft or attempted theft, not otherwise excluded;

17) arising from damage to property or structures in course of construction or erection or to materials or supplies in connection therewith;

18) *arising* from damage to

(a) land, roads, pavements, piers, jetties, bridges, culverts or excavations;

b) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;

c) livestock, growing crops or trees.

Section 2 Clauses

1 Value Added Tax

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

2 Current Cost Accounting Adjustments

For the purpose of any Definitions applicable to this Section, any adjustment implemented in current cost accounting shall be disregarded.

3 Financial Terminology

The undefined words in this Section shall, in regard to financial matters, have the meaning usually attached to them in the *Insured*'s books and accounts.

Section 2 Conditions

1 Alternative Trading

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

2 Departmental Clause

If the *Business* is conducted in departments, the independent results of which are ascertainable, the cover in respect of Loss of *Rent Receivable* (including Increase in Cost of Working) shall apply separately to each department affected by the *Incident*.

If the *Sum Insured* for the Item concerned is less than the aggregate of the sums produced for each department of the *Business* (whether affected by the *Incident* or not)

(a) in respect of *Annual Rent Receivable*

whichever is the more appropriate for the Item, the amount payable by the *Insurer* shall be proportionately reduced.

3 Reasonable Care

In the event of an *Incident* that may give rise to a claim under this Section, the *Insured* shall with reasonable care take all practicable steps that are practicably possible to avoid or minimise any interruption of or interference with the *Business*.

4 First Twelve Months Trading

In the event of a claim arising from an *Incident* occurring before the completion of the first twelve (12) months trading of the *Business* at the *Premises*, any terms in the Definitions referring to *Rent Receivable* during a prior period of twelve (12) months shall be adjusted so as to apply to the *Rent Receivable* during the period from commencement of the *Business* to the date of the *Incident*.

5 Payments on Account

Payments on account shall be made by the *Insurer* to the *Insured* during the *Indemnity Period* if required.

Section 2 Extensions

Unless otherwise stated in the *Schedule* (or by *Endorsement* to the policy), the following Section Extensions shall apply and are subject to all other terms, limits, conditions and exceptions of this Section and of the policy, except where specifically varied by the terms of the Section Extension.

All Extensions sub-limits shall be included within the total Sum Insured and not in addition to it.

Applicable to Item A only

1 Denial of Access

The cover provided by this Section shall extend to apply to *Business Interruption* arising from *Accidental Damage* to any property, within 250 metres of the *Premises*, which prevents or hinders the use of, or access to the *Premises* (regardless of whether the *Property Insured* at the *Premises* suffers Damage) but excluding *Damage* to property of any supply undertaking from which the *Insured* obtains electricity gas water or telecommunications services which prevents or hinders the supply of such services to the *Premises*. The maximum amount that will be paid by the *Insurer* under this Special Extension shall not exceed €60,000 in the annual aggregate unless otherwise stated in the *Schedule*.

The maximum Indemnity Period provided under this extension is 3 months.

Applicable to Items A and B

2 Reinstatement of Limit

In consideration of the liability of the *Insurer* for any Item not being reduced by the amount of a *Business Interruption*, the *Insured* undertakes to pay the appropriate additional premium on the amount of the loss from the date of the *Incident* to the expiry of the *Period of Insurance*. The liability of the *Insurer* in respect any one *Incident* shall not exceed, in respect of each Item, the *Sum Insured* for that Item.

3 Alternative Accommodation

This Section is extended to cover the *Insured* for:

(a) the cost of alternative accommodation incurred by any owner or lessee if this is necessary;
(b) the cost of temporary storage of the *Insured's* furniture resulting from Damage to *Buildings* occurring during the *Period of Insurance*.

Provided that:

(i) the *Buildings* cannot be lived in or access to them is denied;
(ii) the liability of the *Insurer* shall not exceed in any one *Period of Insurance* 20% of the *Sum Insured* applying to the *Premises* or to the parts of the *Premises* damaged.

Section 2 Special Extension

Subsidence

If Section 1 of this policy is operative and by virtue of the full terms of Special Extension 3 to that Section cover in respect of *Subsidence* has been included, then Exception 5(a) of this Section shall not apply.

SECTION 3 - LIABILITY

PART A EMPLOYERS LIABILITY

The Cover

In the event of *Bodily Injury* sustained by any *Employee*, which arises out of and in the course of their employment by the *Insured* within the *Business*, and occurring during the *Period of Insurance*

1) within the Republic of Ireland, or

2) elsewhere in the world in respect of temporary non-manual visits by any *Employee* normally resident in the Republic of Ireland

the *Insurer* will cover the *Insured* in respect of *Compensation* arising out of such event.

Limit of Liability

1) The liability of the *Insurer* for *Compensation* shall not exceed the *Limit of Liability* specified in the schedule.

Unless otherwise stated herein, or endorsed hereon, any costs and expenses in respect of which an cover is provided by Extension 2 (Defence Costs and Expenses) of Section 3 Extensions to Parts A and B, will be inclusive and not in addition to the *Limit of Liability.*

Section 3 Part A Exceptions

The *Insurer* shall not provide cover against liability:

1) for *Bodily Injury* to an *Employee* in circumstances where compulsory insurance, or security, is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles;

2) arising *Offshore*;

for any amount payable under workman's compensation, social security, or health insurance legislation.

Section 3 Part A Exceptions

Unsatisfied Court Judgements

In the event that:

(a) a judgement for damages is obtained against any company or individual, operating from premises within the Republic of Ireland, by any *Employee* in respect of *Bodily Injury* caused during any *Period of Insurance*, arising out of and in the course of their employment by the *Insured* in the *Business*,

and

(b) it remains unsatisfied, in whole or in part, six (6) months after the date of such judgement

the *Insurer* will cover the *Employee* or their personal representative, up to the *Limit of Liability*, 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 the *Insurer* shall only be in respect of *Bodily Injury* which would otherwise be within the scope of cover of this Section of the policy;

(iii) any payment made by the *Insurer* shall only be in respect of liability for which the *Insured* would have been entitled to cover under this Section of the policy, if the judgement had been made against the *Insured* ; and

(iv) the *Insurer* shall be entitled to take over and prosecute, for the *Insurer'*s own benefit, any claim against any other party and the *Insured*, the *Employee*, or their personal representatives shall give all information and assistance required.

This Extension is subject otherwise to all other applicable terms, limits, conditions and exceptions of this Section and of the policy.

SECTION 3 – LIABILITY

PART B – PROPERTY OWNERS' LIABILITY

The Cover

In the event of *Accidental*:

1) *Bodily Injury* to any person;

2) *Damage* to *Property*;

3) obstruction, trespass, nuisance, or interference with any right of way, air, light or water, or other easement;

4) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution;

occurring during the *Period of Insurance:*

(a) within the Republic of Ireland;

(b) elsewhere in the world (other than the United States of America or Canada) arising out of business visits by directors or non-manual *Employees* normally resident in the Republic of Ireland

and arising from and in the course of the *Business*, the *Insurer* will cover the *Insured* in respect of *Compensation* arising out of such event.

Limit of Liability

The liability of the *Insurer* for *Compensation* shall not exceed the *Limit of Liability* specified in the schedule.

Unless otherwise stated herein, or endorsed hereon, any costs and expenses in respect of which a cover is provided by Extension 2 (Defence Costs and Expenses) of Section 3 Extensions to Parts A and B, will be payable in addition to the *Limit of Liability*.

The Excess

The *Insurer* shall not pay the *Insured* for the amount of the *Excess* specified in the *Schedule*

Section 3 Part B Exceptions

The *Insurer* shall not provide cover against liability:

1) in respect of *Bodily Injury* to any *Employee*, arising out of and in the course of employment by the *Insured* in the *Business*;

2) caused by or arising from the ownership, possession or operation by, or on behalf of the *Insured*, of any:

   (a) airlines, aircraft, aerodromes, airports, or other aviation risks, spacecraft, launch sites or other space risks, or

   (b) hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding eight (8) metres in length, or

   (c) mechanically propelled vehicle:

      (i) for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle, or

      (ii) where cover is provided by any other insurance;

3) caused by or arising from any *Product Supplied*, after it has ceased to be in the custody or under the control of the *Insured*, or any *Employee*, other than food or drink for consumption on the *Insured*'s *Premises*;

4) in respect of *Damage* to *Property:*

   (a) belonging to the *Insured*, or

   (b) in the custody or under the control of the *Insured*, or any *Employee*, other than personal effects (including vehicles and their contents) of any visitor, director, partner, or *Employee* of the *Insured*, or

   (c) being that part of any *Property* on which the *Insured*, or any *Employee* or agent of the *Insured*, is or has been working, where the *Damage* arises out of such work;

5) for the *Excess* specified in the *Schedule*, other than in respect of *Damage* to *Premises* (including their fixtures and fittings) leased or rented to the *Insured*.

Section 3 Part B Extensions

The following Section Extensions are subject otherwise all other applicable terms, limits, conditions and exceptions of this Section and of the policy.

1 General Data Protection Regulation

The cover provided by this Section 3 Part B Extension shall extend to cover the *Insured* for legal liability in respect of any claim for *Compensation* as a result of *Bodily Injury* and/or *Damage* to *Property* under Article 82 of the General Data Protection Regulation (EU) 2016/679.

This Section Extension applies where claims are made against the *Insured* during the *Period of Insurance* arising from *Bodily Injury* and/or *Damage* to *Property*. If a circumstance occurring during the *Period of Insurance* is notified to the *Insurer* in accordance with Claim Condition 1 – Claim Notification and Subsequent Action, the *Insurer* will not deny any subsequent claim arising out of that circumstance solely because the claim was made after the expiry date of the policy.

The *Insurer's* liability under this extension shall be limited to EUR 50,000 any one *Occurrence* and in the aggregate, inclusive of any costs and expenses in respect of which cover is provided by Extension 2 (Defence Costs and Expenses) of Section 3 Extensions to Parts A and B, which shall be a part of and not in addition to the *Limit of Liability* stated in the *Schedule.*

The *Excess* under this Section Extension shall be 10% of each claim subject to a minimum of EUR 1,000 and shall be applicable to any costs and expenses in respect of which cover is provided by Extension 2 (Defence Costs and Expenses) of Section 3 Extensions to Parts A and B.

Additional Exclusions

This Section Extension shall not provide cover:

(a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;

(b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in General Data Protection Regulation (EU) 2016/679;

(c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or

(d) against *Contractual Liability.*

Fee Payment Condition

The *Insurer* shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this policy, if the *Insured* has not paid any fees required to be paid by any data protection authority.

2 Leased or Rented Premises

Section 3 Part B Exception 4(b) shall not:

apply to liability for *Damage* to *Premises* (including their fixtures and fittings) leased or rented to the *Insured*.

Provided that the *Insurer* shall not provide cover against:

(a) Contractual Liability;

(b) the first €600 of each and every *Occurrence* of *Damage* to *Property* caused other than by fire or explosion.

3 Overseas Personal Liability

The *Insurer* will, within the terms of this

Section, cover:

(a) the *Insured*;

(b) at the request of the *Insured*

(i) any director, partner, or *Employee* of the *Insured*, or

(ii) any spouse or child of the persons stated in (a), (b)or (i) above, who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity, in connection with an event occurring in a country outside of the Republic of Ireland, whilst on a temporary visit to such country in connection with the *Business.*

Provided that:

1) any person entitled to cover under this Section Extension shall, as though they were the *Insured*, be subject to all the applicable terms, limits, conditions and exceptions of this Section and of the policy;

2) nothing in this Section Extension shall increase the liability of the *Insurer* to pay any amount exceeding the *Limit of Liability*, regardless of the number of person claiming to be covered;

3) the *Insurer* shall not provide cover against:

   (a) any *Contractual Liability*, or

   (b) liability for which cover is provided by any other insurance, or

   (c) liability in respect of *Damage* to *Property* belonging to, or in the custody or under the control of any person entitled to cover under this Section Extension, or

   (d) liability in respect of *Bodily Injury* to any person entitled to cover under this Section Extension, or

   (e) liability caused by or arising from:

      (i) the ownership or occupation of land or buildings, or

      (ii) the carrying on of any business, profession, trade or employment, or

      (iii) the ownership, possession, or use of animals, other than horses or domestic dogs or cats.

SECTION 3 EXCEPTIONS

Applicable to Parts A and B

1 Jurisdiction

The *Insurer* shall not cover the *Insured* in respect of any claim brought against the *Insured* within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the World to enforce a judgement, award or settlement in respect of any such claim.

Applicable to Part B only

2 Coronavirus Exclusion

The *Insurer* shall not cover the *Insured* in respect of any claim in any way caused by or resulting from:

a) Coronavirus disease (COVID-19);

b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

c) any mutation or variation of SARS-CoV-2;

d) any fear or threat of a), b) or c) above.

Applicable to Part B

1 Advice for a fee

The *Insurer* shall not cover the *Insured* in respect of liability caused by or arising from advice, design or specification provided, or professional services rendered, by or on behalf of the *Insured* for a fee.

2 Contractual Liability

The *Insurer* shall not provide cover under Part B against *Contractual Liability* unless the sole conduct and control of claims is vested in the *Insurer*, but the *Insurer* shall not in any event provide cover in respect of liquidated damages or liability under any penalty clause;

3 Data Loss Exclusion

This policy does not provide cover in respect of liability arising out of or in connection with the loss of or damage to data documents information or records stored on computer or media systems and/or distortion or erasure howsoever caused including compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the General Data Protection Regulation (EU) 2016/679, whether the liability of the *Insured* arises directly or indirectly.

This Section Exception shall not apply to the cover provided by Section 3 Part B Extension 1 – General Data Protection Regulation.

4 Pollution or Contamination

The *Insurer* shall not cover the *Insured* under Part B:

(a) for liability arising from *Pollution or Contamination*;

(b) for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances;

unless arising from *Pollution or Contamination* which is caused by a sudden, identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the *Period of Insurance* and provided that:

(a) all *Pollution or Contamination* which arises out of such incident shall be deemed to have occurred at the time such incident takes place;

(b) the liability of the *Insurer*, for all *Compensation* under Parts B, payable in respect of all *Pollution or Contamination* which is deemed to have occurred during any one *Period of Insurance*, shall not exceed, in the aggregate, the *Limit of Liability* for Part B .

SECTION 3 EXTENSIONS

Applicable to Parts A and B

1 Costs of Court Attendance

In the event of any of the under-mentioned persons attending court as a witness at the request of the *Insurer*, in connection with a claim in respect of which the *Insured* is entitled to cover under this policy, the *Insurer* will reimburse the *Insured*, at the following rates per day, for each day on which attendance is required:

(a) any director or partner of the *Insured* – €300;

(b) any *Employee* – €120.

2 Defence Costs and Expenses

The *Insurer* will provide cover in respect of all:

(a) costs incurred, with the *Insurer*'s written consent, in respect of legal representation at any:

(i) coroner's inquest, or other inquiry in respect of any death;

(ii) proceedings in any court, in respect of any act or omission causing, or relating to, any *Occurrence;*

(b) other costs and expenses, incurred with the *Insurer*'s written consent, in relation to any matter;

which may be the subject of cover under any applicable Part of this Section.

3 Liability to Other Persons

The *Insurer* will also provide cover under this Section, as if a separate policy had been issued to each:

(a) the legal personal representatives of the *Insured*, or of any other person entitled to cover under this policy, but only in respect of liability incurred by the *Insured* or by such other person;

(b) any *Principal*, but only to the extent required by the contract or agreement for work;

(c) any owner of plant hired to the *Insured*, but only to the extent required by the conditions of the contract or agreement of hire;

(d) at the request of the *Insured:*

(i) any officer or member of the *Insured*'s catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided;

(ii) any director, partner or *Employee* of the *Insured*, while acting in connection with the *Business*, in respect of liability for which the *Insured* would be entitled to cover under this policy if the claim for which cover is being sought had been made against the *Insured*.

Provided that:

1) any persons specified above shall, as though they were the *Insured*, be subject to all applicable terms, limits, conditions and exceptions of this Section and of the policy;

2) nothing in this Section Extension shall increase the liability of the *Insurer* to pay any amount exceeding the *Limit of Liability* of the operative Part(s), regardless of the number of persons claiming to be reimbursed.

4 Legal expenses arising from Health and Safety legislation

In the event of:

(i) any act or omission, or alleged act or omission, leading to criminal proceedings brought in respect of a breach of the Safety Health and Welfare at Work Act 2005, or any such subsequent legislation in the Republic of Ireland not otherwise insured hereunder*;*

(ii) an incident which results in an enquiry ordered under the Safety Health and Welfare at Work (General Applications) Regulations 2007 or any such subsequent legislation not otherwise insured hereunder;

the *Insurer* will provide cover, up to an amount not exceeding €6,000,000, against legal fees and expenses incurred in representing the *Insured* in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the *Period of Insurance*, within the Republic of Ireland and in the course of the *Business*.

Applicable to Part B only

5 Cross Liabilities

If the *Insured* comprises more than one party, the *Insurer* will provide cover to each such *Insured* in the same manner and to the same extent as if a separate policy had been issued to each of them.

Provided that nothing in this Section Extension shall increase the liability of the *Insurer* to pay any amount exceeding the *Limit of Liability* of the operative Part(s), regardless of the number of persons claiming to be covered.

GENERAL POLICY EXCEPTIONS

(applicable to the whole policy except where indicated)

The *Insurer* shall not reimburse the *Insured* against or make any payment to the *Insured* in respect of:

1 Cyber and Data Exclusion

(a) Cyber

any loss, damage, liability, cost or expense caused deliberately or accidentally by:

i. the use of or inability to use any application, software, or programme;

ii. any computer virus;

iii. any computer related hoax relating to i and/or ii above.

However, where a fire or explosion occurs as a result of (a)(i) or (a)(ii) above, the *Insurer* will still cover damage resulting from that fire or explosion.

(b) Electronic Data

loss of or damage to any *Electronic Data* (for example files or images) wherever it is stored

2 More Specific Insurance (*applicable to Sections 1 and 2 only*)

any loss or destruction of or damage to any property more specifically insured by or on behalf of the *Insured*.

3 Mould and Fungus (*not applicable to Section 3*)

any loss or destruction of or damage to any property, or any loss or cost or expense whatsoever, any legal liability directly or indirectly caused by, or contributed to by, or arising from *Fungal Pathogens*, regardless of whether there is another cause which may have contributed concurrently or in any sequence.

4 Northern Ireland (*applicable to Sections 1 and 2 only*)

any loss or destruction of or damage to any property in Northern Ireland, or loss resulting therefrom, caused by or happening through or in consequence of:

(a) civil commotion;

(b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any *Unlawful Association*.

5 Pollution or Contamination (*applicable to Sections 1 and 2 only*)

any loss, damage, destruction of any kind resulting from *Pollution or Contamination*, but this exclusion shall not apply to:

(a) *Damage* insured under Sections 1, or *Business Interruption*, insured under Section 2, caused by:

(i) *Pollution or Contamination* which itself results from a *Defined Insured Event*,

(ii) a *Defined Insured Event* which itself results from *Pollution or Contamination*.

6 Radioactive Contamination

any loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

(a) ionising radiations from or contamination by radioactivity from any nuclear fuel, or from any nuclear waste or from the combustion of nuclear fuel;

(b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

(c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(d) 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

(e) any chemical, biological, bio-chemical or electromagnetic weapon.

7 Terrorism

any loss, damage, injury, legal liability cost or expense of whatsoever nature directly or or indirectly caused by, or contributed to by, or arising from or in connection with

(a) any Act of *Terrorism*, regardless of whether there is another cause which may have contributed concurrently or in any sequence;

(b) any action taken in controlling, preventing, suppressing or in any way relating to any Act of *Terrorism*.

In the event any portion of this Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

8 War and Similar Risks

any loss, damage or legal liability of whatsoever nature, directly or indirectly caused or occasioned by, or happening through, or in consequence of

(a) 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, nationalisation, requisition, or destruction of or damage to property by, or under the order of any government or public authority, or

(b) any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

9 Subsidence

Subsidence, *Heave* and *Landslip* caused as a result of the escape of water, storm, flood or any other cause in the following areas: Ballincollig, Deerpark, Ballinlough, Douglas, Ballintemple, Friars Walk, Ballyphehane, Glasheen, Beaumont, Togher, Bishopstown, Turners Cross, Blackrock or Wilton.

10 Employees/Contractors (including Sub-Contractors/Workmen)

any loss, damage or liability arising in the course of any refurbishment, renovation, extension, upgrade and/or other building works at the *Premises*. The *Insured* should ensure that any contractors employed to carry out such works hold adequate public and employers liability insurance.

A contractor is defined as any person, company or organisation working at or on the *Premises* including where the *Insured* is working in their capacity as a professional tradesman.

11 Asbestos

any liability directly or indirectly arising out of, resulting from, in consequence of, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.

12 Roofing repairs

roofing repairs are specifically excluded and any other works at a height in excess of fifteen (15) feet from ground (or basement) level are also specifically excluded. Adequate ground mounted (grounded) safety equipment must be used when working up to the maximum allowed height of fifteen (15) feet (e.g. ladder / scaffolding).

13 Communicable Disease Exclusion (applicable to Sections 1 and 2 only)

any loss, damage, liability, cost or expense, in any way caused by or resulting from:

a) infectious or contagious disease;
b) any fear or threat of a) above; or
c) any action taken to minimise or prevent the impact of a) above
Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

GENERAL POLICY CONDITIONS

(*applicable to the whole policy except where indicated)*

1 Underinsurance (*applicable to Sections 1*)

Unless more specifically stated in the policy or the *Schedule*, each *Sum Insured* shall be subject to Underinsurance. Whenever a *Sum Insured* is subject to Underinsurance, if at the time of any *Damage* such *Sum Insured* is less than the total value of such property, then the *Insured* shall be considered as being their own *insurer* for the difference and shall bear a rateable share of the loss accordingly. The *Insured* must ensure their sums insured are adequate to cover the full rebuilding and replacement costs in the event of a total loss. To ensure adequate building cover the *Insured* should include such items as debris removal, professional fees, regulatory costs, VAT and any special items such as period or protected features. For help and information on calculating rebuilding costs visit the Society of Chartered Surveyors Ireland website (scsi.ie) or obtain a professional reinstatement valuation. Section 2 has its own Special Condition relating to Underinsurance.

2 Fire Protections (*applicable to Sections 1 and 2 only*)

Integrated Fire Alarms/ Fire Alarm Systems

It is an important condition to the liability of the *Insurer* under this policy, that the *Premises* are protected by the Fire Alarm System, as stated in the *Schedule*, and that the *Insured* will:

(a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;

(b) carry out the maintenance procedures specified by the manufacturers of the equipment;

(c) notify the *Insurer* as soon as practicably possible of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for twelve (12) hours or more;

(d) record details of all events such as alarm faults, tests, maintenance and disconnections and keep such details available for examination by the representatives of the *Insurer*.

Fire Break Doors and Shutters

It is an important condition to the liability of the *Insurer* under this policy, that all fire break doors and shutters shall be kept closed at all times,

unless in constant use during working hours, and shall be maintained in efficient working order.

Sprinkler Maintenance

It is an important condition to the liability of the *Insurer* under this policy, that, where the *Insurer* requires that the *Premises* are protected by an automatic sprinkler system, the system is:

(a) maintained in good working order;

(b) in full and effective operation unless otherwise agreed by the *Insurer*;

(c) under a contract for maintenance and half yearly inspections with engineers approved by the *Insurer* and any defects, faults or shortcomings revealed by such tests are rectified as soon as practicably possible unless otherwise agreed by the *Insurer*;

(d) tested by the *Insured* in accordance with the requirements of the *Insurer* and the Sprinkler Test card provided by them;

throughout the currency of this policy.

In the event of breach of any of the above mentioned conditions, the *Insurer* shall have no liability under this policy, unless the *Insured* shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3 Interpretation

In this policy:

(a) reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time, whether before or after the date of the inception of this policy;

(b) reference to any statutory or other body shall include the successor to that body;

(c) words importing the singular include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders;

(d) if any term, condition, exclusion or *Endorsement*, or part thereof is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

(e) the headings are for reference only and shall not be considered when determining the meaning of the policy.

4 Information the *Insured* has given to the *Insurer*

In deciding to accept this policy and in setting the terms including *Premium* the *Insurer* has relied on the information which the *Insured* has provided to the *Insurer*. The *Insured* must take care when answering any questions the *Insurer* asks by ensuring that any information provided is accurate and complete.

If the *Insurer* establishes that the *Insured* fraudulently provided *the Insurer* with untrue or misleading information, *the Insurer* will have the right to:

(a) treat this policy as if it never existed;

(b) decline all claims; and

(c) retain the *Premium*.

If the *Insurer* establishes that the *Insured* negligently provided *the Insurer* with untrue or misleading information, *the Insurer* will have the right to:

(i) treat this policy as if it never existed, refuse to pay any claim and return the *Premium* the *Insured* has paid, if the *Insurer* would not have provided the *Insured* with cover;

(ii) treat this policy as if it had been entered into on different terms from those agreed, if the *Insurer* would have provided the *Insured* with cover on different terms;

(iii) reduce the amount the *Insurer* pays on any claim in the proportion that the *Premium* the *Insured* has paid bears to the *Premium* the *Insurer* would have charged the *Insured*, if the *Insurer* would have charged the *Insured* more.

The *Insurer* will notify the *Insured* in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, the *Insurer* will have the right to:

(1) give the *Insured* notice that the *Insurer* is terminating this policy; or

(2) give the *Insured* notice that the *Insurer* will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case the *Insured* may then give the *Insurer* notice that the *Insured* is terminating this policy;

in accordance with Cancellation and Cooling- Off Period Provisions

5 Precautions and Reasonable Care

It is an important condition to the *Insurer's* liability under this policy, that the *Insured* shall take all practicable steps:

(a) for the safety of and to avoid, prevent or minimise any *Damage* to the *Property Insured* or Business Equipment;

(b) to avoid, prevent or minimise any injury to others or damage to their property;

(c) to prevent the sale of or supply of *Products* which are defective in any way;

which might give rise to a claim under this policy.

The *Insured* shall also:

(a) comply with all statutory and other obligations and regulations imposed by any authority;

(b) maintain the *Premises*, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair;

(c) exercise reasonable care in the selection and supervision of *Employees* and in the employment of competent staff;

(d) exercise reasonable care in the selection and supervision of all tenants and residents of the *Premises* and ensure that no such tenants and residents within the *Premises*, or in the vicinity of it, participate in *Anti-Social Behaviour* or allow other occupiers of, or visitors to, the *Premises* to behave within it, or in the vicinity of it, in such a way

(e) in the event of discovery of any defect or danger immediately cause such defect or danger to be made good or remedied and in the meantime shall ensure all practicable steps to be taken.

In the event of breach of any the above conditions, the *Insurer* shall have no liability under this policy, unless the *Insured* shows that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

6 Security (*not applicable to Sections 3*)

Intruder Alarm System

It is an important condition to the liability of the *Insurer* under this policy, in respect of loss or damage following entry or attempted entry into, or exit from the *Premises*, by forcible and violent means, that where the *Insurer* requires for the *Premises* to be protected by an *Intruder Alarm System* whilst the *Premises* are unattended:

(a) the *Premises* shall be protected by an *Intruder Alarm System* and means of communication used to transmit signals from such alarm, which is designed, installed and maintained as agreed with the *Insurer*;

(b) the *Protected Premises* shall not be left without at least one *Responsible Person* in attendance without the agreement of the *Insurer:*

(i) unless the *Intruder Alarm System* is set in its entirety, with all means of communication used to transmit signals in full operation;

(ii) if the Garda have withdrawn their response to alarm calls;

(c) in the event of notification of any activation of the *Intruder Alarm System*, or interruption of any means of communication, during any period that the *Intruder Alarm System* is set, a *Keyholder* shall attend the *Premises* as soon as practicably possible, in order to confirm the security of the *Premises* and reset the *Intruder Alarm System* in its entirety. If the *Intruder Alarm System* cannot be reset in its entirety, or all the means of communication used to transmit signals are not in full operation, a *Keyholder* must remain at the *Premises* unless otherwise agreed by the *Insurer*;

(d) the *Insured* shall advise the *Insurer*, as soon as practicably possible and in any event not later than 10.00 am on the *Insurers'* next working day

(i) if Garda attendance in response to alarm signals or calls from the *Intruder Alarm System* may be withdrawn, or the level of response reduced or delayed;

(ii) of any notice given by a Local Authority or Magistrate imposing any requirement for abatement of nuisance;

(iii) if the *Intruder Alarm System* or the means of communication used to transmit signals from such installation, cannot be returned to or maintained in full working order;

and the *Insured* shall comply with any subsequent requirements stipulated by the *Insurer*;

(e) no alteration or substitution of:

(i) any part of the *Intruder Alarm System*;

(ii) the structure of the *Premises*, or changes to the layout of the *Premises* which would affect the effectiveness of the *Intruder Alarm System*;

(iii) the means of communication used to transmit signals from the *Intruder Alarm System*;

(iv) the procedures agreed with the *Insurer* for Garda or any other response to any activation of the *Intruder Alarm System*;

(v) the maintenance contract;

shall be made without the written agreement of the *Insurer*;

(f) the *Insured* shall maintain a secrecy of the codes and security of keys and setting and unsetting devices for the operation of the *Intruder Alarm System* and no information relating to such codes or security shall be left on the *Premises*. All keys and other setting and unsetting devices for the *Intruder Alarm System* must be removed from the *Premises* when the *Premises* are left unattended;

(g) the *Intruder Alarm System* shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance with the installing company, or such other company as agreed with the *Insurer*;

(h) the *Insured* shall appoint at least two *Keyholders* and lodge written details (which must be kept up to date) with the alarm company, and with the Garda if they so require.

In the event of breach of any of those conditions, the *Insurer* shall have no liability under this policy, unless the *Insured* shows that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

7 Protections

It is an important condition to the liability of the *Insurer* under this policy, that all protections in force at the *Premises* at the inception of this insurance, or subsequently as stipulated by or agreed by the *Insurer*, shall be in full operation securing the *Premises* outside *Business Hours*;

In the event of breach of this condition, the *Insurer* shall have no liability under this policy, unless the *Insured* shows that non-compliance with this condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

8 Employees/Contractors

Maintenance/caretaking *Employees* (where included under Section 3, Part A, Employers Liability) and casually employed labour only sub-contractors/workmen (included under Section 3, Part B, Property Owners Liability) shall, without prejudice to this insurance, be allowed on the *Premises* for the purpose of carrying out minor repairs, decoration and maintenance work (of a non-structural nature), provided that the *Insured* controls all works involving heat in in accordance with Section 1, Condition Hot work Precautions.

Non-structural work is classed as internal painting, decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings, carpeting, furniture assembly/repair, glass replacement, garden maintenance (excluding tree lopping/felling), window cleaning (from the ground only), taking out bins and other similar minor works where advised to and agreed by *Insurer*.

9 Unoccupied Building(s) (*not applicable to Sections 3 Part A)*

It is an important condition to the liability of the *Insurer* under this policy, that notice shall be given to the *Insurer*, as soon as practicably possible, when any *Building(s)* become(s) *Unoccupied*, or any *Unoccupied Building(s)* or portion thereof become(s) occupied, and the *Insurer* shall have the right to impose additional terms, conditions and exclusions and charge a suitable additional *Premium*, which shall be paid by the *Insured* if required.

Upon a *Building* becoming *Unoccupied* the *Insurer* shall only reimburse the *Insured* in respect of *Damage* solely caused by, or consequent upon fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom.

Where a *Building* or portion thereof comprises of residential property split into multiple units and 50% or more of the units are or become *Unoccupied*, the cover provided by the *Insurer* in respect of those *Unoccupied* units shall only apply to *Damage* solely caused by, or consequent upon fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom.

No cover shall apply in respect of contents within any storage buildings or units.

It is also an important condition to the liability of the *Insurer* that when any *Building(s)* become(s) *Unoccupied:*

(a) the mains supply services are switched off at the point of supply to the *Building* other than in respect of the following circumstances:

(i) the circuit(s) of the electricity supply which is/are needed to maintain any fire or intruder alarm system in operation;

(ii) mains services which are needed to maintain any sprinkler systems in full working order and in these circumstances heating must be maintained in the *Premises* at a minimum temperature of five (5) degrees Centigrade;

(iii) water, gas and electricity left on to avoid risk of damp;

(iv) water, gas and electricity left on to power lighting for prospective buyers and/or operation of lights on timers to give the impression that the *Premises* is occupied.

(v) water, gas and electricity left on if the *Insured* is staying at the *Premises* overnight.

(vi) water, gas and electricity left on while decorating/renovation works are being carried out at the *Premises*

(b) the *Premises* are inspected thoroughly both internally and externally at least once each week by the *Insured* or *Employees* of the *Insured* and:

(i) all defects in maintenance and security are rectified as soon as practicably possible;

(ii) accumulations of combustible materials such as junk mail, in and around the *Premises* are removed during inspection;

(iii) with records of such inspections maintained;

(c) all windows and doors to the *Premises* are secured against illegal entry by good quality locks and other security measures, all of which are in operation;

(d) the perimeter fences, walls and gates are maintained in good repair.

In the event of breach of any of those conditions, the *Insurer* shall have no liability under this policy, unless the *Insured* shows that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

10 Change in Circumstances

The *Insured* must tell the *Insurer* as soon as practicably possible of any change in the information the *Insured* has provided to the *Insurer* which happens before or during any *Period of Insurance,* including for example when any *Building*(s)) or portion thereof become(s) subject to a change of occupational use.

The *Insured* must tell the *Insurer* at least fourteen (14) days before the *Insurer* start any conversions, extensions or other structural work to the *Buildings*.

When the *Insurer* is notified of a change or planned structural works the *Insurer* will tell the *Insured* if this affects the *Insured's* policy. For example the *Insurer* may cancel the *Insured's* policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of the policy or require the *Insured* to pay more for insurance. If the *Insured* does not inform the *Insurer* about a change or planned structural works it may affect any claim the *Insured* makes or could result in insurance being invalid.

11 Cancellation and Cooling-Off Period

(a) The *Insured's* Right to Cancel during the Cooling-Off Period

The *Insured* is entitled to cancel this policy by notifying the *Insurer* in writing, by email or by telephone within fourteen (14) business days of either:

(i) the date the *Insured* receives this policy; or

(ii) the start of the *Period of Insurance*;

whichever is the later.

A full refund of any *Premium* paid will be made unless the *Insured* has made a claim in which case the full annual *Premium* is due.

(b) The *Insured's* Right to Cancel after the Cooling-Off Period

The *Insured* is entitled to cancel this policy after the Cooling-Off Period by notifying the *Insurer* in writing, by email or by telephone. Cancellation will be effective from the date of such notice to cancel. Any return of *Premium* due to the *Insured* will be calculated at a proportional daily rate depending on how long the policy has been in force unless the *Insured* has made a claim in which case the full annual *Premium* is due.

(c) The *Insurer's* Right to Cancel

The *Insurer* is entitled to cancel this policy, if there is a valid reason to do so, including for example:

(i) any failure by the *Insured* to pay the *Premium*; or

(ii) a change in risk which means the *Insurer* can no longer provide the *Insured* with insurance cover; or

(iii) non-cooperation or failure to supply any information or documentation the *Insurer* requests, such as details of a claim;

by giving the *Insured* fourteen (14) business days' notice in writing. Any return of *Premium* due to the *Insured* will be calculated at a proportional daily rate depending on how long the policy has been in force unless the *Insured* has made a claim in which case the full annual *Premium* is due.

12 Third Party Rights

A person who is not a party to this contract of insurance has no right to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that is available under the Consumer Insurance Contracts Act 2019.

13 Premium Adjustment

If any part of the *Premium* is based on estimates provided by the *Insured*, he *Insured* shall keep an accurate record containing all relevant information and shall at any time allow the *Insurer* to inspect such record. The *Insured* shall within ninety (90) after the expiry of each *Period of Insurance* furnish the relevant information, including for example wage roll and turnover, as the *Insurer* may require.

The *Premium* shall then be adjusted and the difference paid by or allowed to the *Insured*, subject to any Minimum Premium required within thirty (30) days of receipt of the *Insurer'*s adjusted premium calculations. The *Insurer* reserves the right to request the *Insured* to supply an auditor's certificate attesting to the accuracy of any information furnished to the *Insurer*.

Where such estimates include remuneration to employees, the required declaration shall also include remuneration to all persons defined as *Employees* by this policy. Failure to declare such particulars to

the *Insurer* shall entitle the *Insurer* to estimate, if they so wish, such particulars and to assess further premium payment due calculated on such estimated particulars.

14 Choice of Law

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy will be governed by the law of the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

15 Insurable Interest

The insurable interest in the insurance by this policy shall not be transferred without the prior written consent of the *Insurer*.

16 Important Conditions to Liability

The following conditions are important to the liability of the *Insurer* under this policy and if they are breached no cover will be provided

(a) the *Insured* must observe and fulfil the terms of this policy insofar as they relate to anything to be done or complied with by the *Insured*;

(b) the *Insured* must pay to the *Insurer* all *Premiums* due to the *Insurer*, together with all taxes due on the *Premiums*;

In the event of breach of any of those conditions, the *Insurer* shall have no liability under this policy, unless the *Insured* shows that non-compliance with those conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

17 Sanctions Limitation Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CLAIMS CONDITIONS

1 Claim Notification and Subsequent Action

Action by the *Insured* in respect of Sections 1 and 2 only

The *Insurer* shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this policy, if any event occurs which may give rise to a claim under this policy, the *Insured* shall not:

(a) give notice as soon as practicably possible to:

(i) the *Insurer* through the insurance broker or intermediary as stated in the *Schedule*, and

(ii) in respect of any theft, attempted theft, riot, malicious damage, *Accidental* loss), also the Garda;

and supply at their own expense full details of the claim in writing together with any supporting information, receipts and proofs which the *Insurer* may reasonably require.

Action by the *Insured* in respect of Section 3

The *Insurer* shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this policy, if the *Insured*, or their legal personal representatives, shall not give notice in writing to the *Insurer*, as soon practicably possible, after any event that may give rise to liability with full particulars of such event. Every claim, notice, letter, writ, or process, or other document served on the *Insured* shall be forwarded to the *Insurer* as soon as practicably possible upon receipt.

No admission, offer, promise, payment or reimbursement shall be made or given, by or on behalf of the *Insured* without the written consent of the *Insurer*.

2 Claims Co-operation

The *Insured* will provide all help and assistance and co-operation required by the *Insurer* in connection with any claim.

3 Claims Conduct and Control (*applicable to Section 3 only*)

The *Insurer* shall be entitled, if it so desires, to take over and conduct, in the name of the *Insured*, the defence or the settlement of any claim and to prosecute, in the name of the *Insured* (whether before or after reimbursing the *Insured*), any claim for cover, or damages, or otherwise against all other parties or persons. The *Insurer* shall have full discretion in the conduct of any proceedings and in the settlement of any claim against the *Insured* (including compliance with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved by the Lord Chief Justice) and the *Insured* shall give all such information and assistance as the *Insurer* may require.

4 Discharge of Liability (*applicable to Section 3 only*)

The *Insurer* may at any time at its sole discretion:

(a) under Section 3 Part A, pay to the *Insured* the *Limit of Liability* (less any sum or sums already paid in respect or in lieu of *Compensation* and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim, or claims against the *Insured* can be settled and the *Insurer* shall not be under any further liability in respect of such claim or claims;

(b) under Section 3 Part B, pay to the *Insured* the *Limit of Liability* (less any sum or sums already paid in respect or in lieu of *Compensation*) or any lesser sum for which the claim, or claims against the *Insured* can be settled and the *Insurer* shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which the *Insurer* may be responsible incurred prior to such payment.

However, in the event of a claim, or series of claims, resulting in the liability of the *Insured* to pay a sum in excess of the *Limit of Liability*, the Insurer's liability, under Section 3 Part A and B, for costs and expenses under Section 3 Extension 2 (Defence Costs and Expenses), shall not

exceed an amount being in the same proportion as the Insurer's payment to the *Insured* for *Compensation* bears to the total payment made by or on behalf of the *Insured* in settlement of the claim or claims.

5 Contribution *(applicable to Sections 1 and 2 only)*

Should any loss, destruction, damage or liability covered by this policy (whether in whole or part) also be covered by any other insurance (or would be but for the existence of this policy), the *Insurer* shall not be liable for more than their rateable proportion.

If the other insurance is subject to a condition of Underinsurance and this policy is not, then this policy shall become subject to the same condition of Underinsurance.

If the other insurance is subject to any provision excluding proportional payment (whether in whole or part) or from contributing rateably, the liability of the *Insurer* shall be limited to that proportion of the loss, destruction, damage or liability which the *Sum Insured* under this policy bears to the value of the property.

Applicable to Section 3

If, at the time of any event to which this policy applies, there is, or but for the existence of this policy there would be, any other insurance covering the same liability, the *Insurer* shall not be liable under this policy, except in respect of any excess beyond the amount which would be payable under such other insurance, had this policy not been effected.

6 Fraud

If the *Insured*, or anyone acting for the *Insured*, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the *Insurer*:

(a) will not be liable to pay the claim; and

(b) may recover from the *Insured* any sums paid by the *Insurer* to the *Insured* in respect of the claim; and

(c) may by notice to the *Insured* treat this policy as having been terminated with effect from the time of the fraudulent act.

If the *Insurer* exercises its right under (c) above:

(i) the *Insurer* shall not be liable to the *Insured* in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to its liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.

(ii) the *Insurer* needs not return any of the *Premium* paid.

7 Insurer's Rights following a claim

On the happening of any event in respect of which a claim is, or may be made under this policy, the *Insurer* (and every person authorised by them) shall have the right, without incurring any liability or diminishing their right to rely on any condition of this insurance, to enter the *Prem*ises where the event has occurred. The *Insurer* shall also have the right to take and keep possession of any of the *Property Insured* or Business Equipment (or require it to be delivered to them), and to deal with any salvage in a reasonable manner. If the *Insured* does not comply with this condition the *Insurer* shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this policy.

No property shall be abandoned to the *Insurer*, whether taken possession of by them or not. The *Insured's* property shall remain the *Insured's* at all times. The *Insurer* will not take ownership of, accept liability for, sell or dispose of any of the rights.

The *Insurer* shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this policy if the *Insured*, or anyone acting on behalf of the *Insured*, shall not comply with the requirements of the *Insurer*, or shall hinder or obstruct the *Insurer* in exercising these rights,

Applicable to Sections 1 and 2 only

The Insurer may at any time pay the amount of the *Limit of Liability* to which the claim applies and be under no further liability in respect of that claim.

8 Reinstatement of Damage

If the *Insurer* elects, or becomes bound to reinstate or replace any property, the *Insured* shall at its own expense provide all such plans, documents, books and information as the *Insurer* may reasonably require. The *Insurer* shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the Items insured more than its *Sum Insured*.

9 Subrogation (*not applicable to Section 3, but see Claims Condition 3*)

Any claimant under this policy shall, at the request and expense of the *Insurer*, take and permit to be taken all necessary steps for enforcing rights and remedies against any other party in the name of the *Insured*, whether such steps are or become necessary before or after any payment is made by the *Insurer*, subject to Subrogation provisions stipulated under the Consumer Insurance Contracts Act 2019 when applicable.

The *Insurer* agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against:

(a) any Company:

(i) standing in the relation of parent to *Subsidiary* (or *Subsidiary* to parent) of the *Insured*;

(ii) which is a *Subsidiary* of a parent Company of which the *Insured* themselves are a *Subsidiary* within the meaning of the Companies Act(s)1963-2012, or any such subsequent legislation.

(b) any tenant or lessee in respect of *Damage* to that portion of the *Premises* in the demise of that tenant or lessee or to those portions of the *Premises* in which all the tenants have a common interest where the *Premium* has been paid by the tenant or lessee but excluding *Damage* arising out of the tenant's or lessee's gross negligence or as a result of the tenant's or lessee's wilful act or recklessness.