Lloyd's Insurance Company S.A.

Policy

This contract of insurance is insured by Lloyd's Insurance Company S.A. and other insurers specified in the Schedule.

This Certificate is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Coverholder Appointment Agreement with the Unique Market Reference stated within **your schedule**.

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/Place du Champs de Mars 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RPR/RPM (Brussels). It is an insurance company authorised (under number 3094) and supervised by the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.
Website address: www.lloydseurope.com E-mail: lloydseurope.info@lloyds.com
Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

Contents

The Contract of Insurance

This is **your** Commercial Property Owners insurance policy. It sets out the details of **your** insurance contract with **us**.

This document, any endorsements, certificates and the **schedule** must be read together as one contract as they form **your** policy.

This document sets out what is and what is not covered. The **schedule** shows the sections of cover **you** have chosen. This is a legal document and should be kept in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you** against:

- loss or **damage you** sustain;
- loss resulting from interruption or interference with the **business** following **damage**;
- legal liability **you** incur for accidents

during the **period of insurance** and in accordance with the terms and conditions contained in or endorsed on this policy.

We have relied on the information **you** have provided about **your business**, which must be a fair presentation of facts, to decide whether **we** can insure **your business** and what terms, conditions and premium are appropriate. Once the policy has started **you** will still need to tell **us**, via **your** insurance agent, if **you** find that any of the information is incorrect or if it changes at any time during the **period of insurance**.

Please read the whole document carefully and keep it in a safe place. **You** should take the time to read all its terms, especially the conditions which **you** have to fulfil to ensure **your** insurance remains valid and what **you** have to do when making a claim.

It is important that **you**:

- check that the sections **you** have requested are included in the **schedule**;
- check that the information **you** have given **us** is accurate; and
- comply with **your** duties under each section and under the insurance as a whole.

If this policy does not meet **your** requirements, or if **your** requirements change, **you** should contact **your** insurance agent at **your** earliest opportunity.

Contents

The contract of insurance 2
If you need to make a claim 3
General information
- Changes to **your** circumstances 4
- How to cancel **your** policy & cooling off period 4
- Privacy notice 5
- Registration and Regulatory information 6
- How to make a complaint 6
- Choice of law and jurisdiction 7
- Tax 7
- Sanctions 7
- Renewal of this insurance 7
- Service of Suit 7
- Insurance Act 1936 8
- Stamp Duty 8
- Severability notice 8

General definitions 9
General conditions 14
Claims conditions 18
General exclusions 20

Section 1 – Property Damage – optional cover 23
Section 2 – Business Interruption – optional cover 38
Section 3 – Property Owners Liability – optional cover 53
Section 4 – Employers Liability – optional cover 62
Prosecution defence costs applicable to Section 3 and Section 4 65
Data Protection and Privacy cover 68

If you need to make a claim

If **you** need to make a claim, **you** must notify **your** insurance agent as soon as reasonably practicable giving full details of what has happened.

Please refer to the 'Claims conditions' section of this policy for further information.

General information

Changes to your circumstances

Please tell **your** insurance agent as soon as reasonably practicable if there are any changes to **your** circumstances and/or the information **you** have previously provided during the **period of insurance**, to allow **us** to reassess **your** insurance risk.

Please refer to General Condition 4 of this policy.

If **your** circumstances change and **you** do not tell **your** insurance agent, **you** may find that **you** are not covered if **you** need to make a claim.

How to cancel your policy and cooling off period.

You may cancel the policy within 14 days from the day of purchase or renewal of the policy, or the day on which **you** receive the policy or the renewal documentation, whichever is the later, by contacting the broker or agent who arranged **your** policy. **You** will be entitled to cancel the policy and **we** will give a refund for the premium paid.

After the 14 day cooling off period, **you** may cancel this insurance at any time by contacting the broker or agent who arranged **your** Policy and **we** will make a proportionate charge for the time **we** have provided cover. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

Any refund of premium following cancellation by **you** is subject to;

- no claims made under the policy for which a payment has been made;
- no claims made under the policy which are still under consideration; and
- no incident which could give rise to a claim but is yet to be reported to **us**,

in which case the full premium will be payable by **you**.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

IMPORTANT NOTICE: Failure to have property insurance in place could lead to a breach of terms and conditions attaching to any loan secured on that property.

For **our** rights to cancel **your** policy please refer to General Condition 3.

General information

Privacy Notice

Your personal information notice

Who we are

We are Lloyd's Insurance Company S.A. 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** will 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 by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). 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, insurance agents or insurance 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** insurance agent or insurance 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, which is available in the Privacy section of **our** https://www.lloydsbrussels.com 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**. Alternatively, **you** may contact the insurance agent or insurance broker (stated in the **schedule**) that arranged **your** insurance.

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

General information

Registration and regulatory information

Specialist Underwriting Services Ltd is regulated by the Central Bank of Ireland. Registered in Ireland. Registered office: Melrose House. Dundrum Road, Dublin 14, D14 C1H5. Company Registration number: 231590.

Specialist Underwriting Services Ltd is the Coverholder identified within this policy who have been granted authorisation by the Insurer (identified below) to arrange this insurance on their behalf.

The Insurer of this policy is 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/Place du Champs de Mars 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RPR/RPM (Brussels). It is an insurance company authorised (under number 3094) and supervised by the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be. Website address: www.lloydseurope.com E-mail: lloydseurope.info@lloyds.com Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

How to make a complaint

Any complaint should be addressed to:

Specialist Underwriting Services Ltd
Melrose House, Dundrum Road, Dublin 14, D14 C1H5.
Tel: 00353 1 2988899
Email: info@sus.ie

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of **your** complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within 40 (forty) business days of the complaint being made. Once the 40 (forty) business days have passed and the complaint has not been resolved, **you** will be advised of the expected timescale in which the complaint should be resolved.

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

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland

Tel: +353 1 6 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

If **you** have purchased **your** contract online **you** 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 **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights

General information

Choice of law and jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary, the laws of the Republic of Ireland will apply and the parties submit, at **your** election, to the exclusive jurisdiction of:

a) the courts of the Republic of Ireland; or

b) the courts of England and Wales; or

c) where the dispute relates to cover for **your** legal liability of immovable property, or movable and immovable property both adversely affected by the same cause, the courts of the country, crown protectorate or dependency in which the loss or damage was sustained or the liability incurred;

in accordance with the provisions of Brussels Regulation (1215/2012/EU).

Tax

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

Sanctions

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

Renewal of this insurance

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

Service of suit

It is agreed that this Insurance shall be governed by the law and practice as detailed under the 'Choice of law and jurisdiction' section of this policy and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court as detailed within the ''Choice of law and jurisdiction' section.

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 Lloyd's Ireland Representative Limited, 7/8 Wilton Terrace, Dublin 2, Ireland, Tel: + 353 (0) 16441000 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.

General information

Several liability notice

Our liability under this policy is several and not joint with any other insurers if party to this policy. An insurer is liable only for the proportion it has underwritten.

An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this policy.

Language

The language of this policy and any communication throughout the duration of the **period of insurance** will be English.

Insurance Act 1936

All monies which become or may become payable by **you** under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.

Stamp duty

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

Severability Clause

If any section, term, condition or exclusion which forms part of **your** policy is found to be invalid or unenforceable, the remaining sections, terms, conditions and exclusions will be in full force and effect.

If part of a section, term, condition or exclusion which forms part of **your** policy is found to be invalid or unenforceable, the remainder of that section, term, condition or exclusion will be in full force and effect.

Definitions

The following definitions apply in all sections of this policy, the schedule and any endorsements attaching to the policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy or schedule. To help identify these words they will appear in bold in the policy wording.

Please also refer to the Additional Definitions which appear at the start of each section.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or any derivatives of asbestos.

Bodily injury

Death, injury, illness, disease or nervous shock.

Building(s)

The Buildings at the **premises** (being built mainly of brick, stone, concrete or other non-combustible materials unless otherwise stated in the **schedule**) including:

a) Landlords' fixtures and fittings (including fixed glass and fitted carpets) and **tenants'** improvements for which the landlord is responsible in on or around the **buildings**.
b) Furnishings and other contents of common parts of the **buildings** including seasonal items introduced to shopping centres.
c) Gangways, pedestrian malls and pedestrian access bridges.
d) Small outside buildings, extensions, annexes, gangways.
e) Walls, gates and fences, yards, car parks, roads, pathways and loading bays.
f) **Services**.
g) Roads, pavements, car parks and hardstanding.
h) Landscaping including garden furniture, ornaments and statues (but **we** will not cover trees, shrubs, plants, turf and external ponds and lakes).
i) Patios, terraces, footpaths, swimming pools, tennis courts and drives.
j) **Landlords' contents**.

Business

The business stated in the **schedule** and additionally for Sections 3 and 4 the following activities:

a) use, repair, maintenance and decoration of premises owned or occupied by **you**;
b) repair or maintenance of vehicles or plant owned or used by **you**;
c) the provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services;
d) participation in exhibitions held in the **territorial limits**, in connection with the business specified in the **schedule**; and
e) private work undertaken for **you** by any **employee** or for any director or **employee** with **your** consent.

Consequential loss

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** following **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Clean-up

a) Testing for or monitoring of **pollution**.
b) Cleaning up, removing, containing, treating, detoxifying or neutralising **pollution**.

General definitions

Composite Insured

Bank or finance company named as the policyholder in the policy **schedule**.

Costs and expenses (applicable to Sections 3 and 4 only)

a) Claimants costs and expenses arising for any claim against **you** which may be the subject of cover under this policy.

b) All cost and expenses incurred by **you** with **our** written consent for any claim against **you** which may be the subject of cover under this policy.

Damage

Loss, destruction of or damage insured by this policy.

Declared value

Your assessment of the cost of **reinstatement** of the **property insured** at the level of costs applying at the start of the **period of insurance**. **You** should ignore any inflationary factors which may operate later. **You** should also make an allowance for:

a) the additional cost of **reinstatement** to comply with public authority requirements;

b) professional fees; and

c) debris removal costs.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee(s)

Any person who is

a) under a contract of service or apprenticeship with **you**;

b) a labour master or supplied by a labour master;

c) employed by labour only sub-contractors;

d) self-employed and working for **you** and under **your** control;

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

f) supplied to **you** for the purposes of study, work or training experience;

g) a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to their suitability for employment;

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

i) an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.

Endorsement(s)

A change in the terms and conditions of this insurance agreed by **you** and **us.** **Endorsements** can enhance or restrict the standard policy coverage. These **endorsements** are listed in the **schedule** and it is important **you** read them carefully and raise any queries with **your** insurance agent.

Excess

This is the first part of any claim that **you** will have to pay after the application of all other terms and conditions of the insurance including average (General condition 2).

Flood

Water that has exceeded its usual boundaries of containment, howsoever caused, including but not limited to Storm surge.

Ground Heave

Upward movement of the ground beneath the **Buildings** as a result of soil expanding

General definitions

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether **your** property or not.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Landlord's contents

Furniture, furnishings, potted plants, trees and shrubs, statues and garden furniture, video, audio, building management systems and security equipment, the contents of fuel tanks and other similar property or property for which **you** are responsible all whilst contained in or on the **buildings**.

Landslip

Downward movement of sloping ground.

Limit of liability

The maximum amount **we** will pay for any one loss or series of losses arising from the same original incident.

Money

Coins, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

Offshore

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

Outbuilding(s)

including any garage, shed, or similar property not directly joining with the main **building**.

Period of insurance

The period from the effective date shown in the **schedule** until midnight on the expiry date shown in the **schedule**, or until cancelled.

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Pollution

Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, **damage** or injury, caused by pollution or contamination.

Premises

The premises stated in the **schedule**.

Principal

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

General definitions

Property insured

Buildings, landlords' contents, all other contents and other property at the **premises** (in accordance with any specific exclusions) all as defined below or more fully described in the **schedule** and all belonging to **you** or for which **you** are responsible but **we** will not cover:

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

Reinstatement

a) the rebuilding or replacement of property lost or destroyed which, provided **our** liability is not increased, may be carried out in any manner suitable to **you** or on another site; or
b) the repair or restoration of property damaged

in either case to a condition equal to but not better or more extensive than its condition when new.

Rent receivable

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

Schedule

Is a separate document which details **your sums insured** and the premium **you** have agreed to pay, together with **your** full trading name and address. It also provides the references of any **endorsements** which may apply. The **schedule**, the **endorsements** and this wording together form **your** policy document.

Services

Telephone, gas, electricity, water mains, drains and sewers, electrical instruments, meters, piping, cabling and their accessories providing services to or from the **buildings** and for which **you** are responsible.

Settlement

Downward movement as a result of the ground being compressed by the weight of the **buildings** within 10 years of construction.

Storm

A Storm is a period of violent weather defined as:
a) Wind speeds with gusts of at least 48 knots (55mph) equivalent to Storm Force 10 on the Beaufort Scale or;
b) Torrential rainfall at a rate of at least 25 mm per hour or;
c) Snow to a depth of at least one foot (30 cm) in 24 hours or;
d) Hail of such intensity that it causes **Damage** to hard surfaces or breaks glass.

Subsidence

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the building.

Sum(s) insured

The maximum amount **we** will pay for each item insured under any section.

Tenancy agreement

A tenancy agreement between **you** and the **tenant** in relation to the property which is:

a) A tenancy agreement in writing made between **you** and the **tenant** which is an Assured Shorthold Tenancy Agreement.
b) Any other residential tenancy as agreed and accepted by **us** in writing.

General definitions

Tenant(s)

The occupier of the property named in the **tenancy agreement** as the tenant.

Territorial limits

The Republic of Ireland.

Terrorism

a) An act of any person(s) acting on behalf of or in connection with any organisation which carried out activities directed towards the overthrowing or influencing by force or violence of any legitimate government or accepted (illegitimate) government;

b) Any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation for action or threat of action described in a) above.

Uplift

The amount stated in the **schedule** under the heading of **sum insured** following the application of the percentage stated in the **schedule** to the **declared value.**

Unoccupied

Any **building** or part of any **building** which is empty or not in use by **you** or **your tenant** for more than 60 consecutive days.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

We/us/our

Lloyd's Insurance Company S.A.

You/your/yourselves

The policyholder named in the **schedule** and additionally for Sections 3 and 4 includes:

a) any associated or subsidiary company of the insured provided it has been notified to and agreed by **us**;

b) At **your** request:

i) any director or **employee** while they are acting on behalf of or in course of their employment or engagement with **you** for liability for which **you** would have been entitled to cover under this policy if the claim against that person had been made against **you**;

ii) any officer, member or **employee** in their respective capacities of **your** social, sports or welfare organisation or fire, first aid or ambulance service;

iii) any of **your** directors, partners or senior officials for private work carried out by any **employee** for them with **your** consent;

iv) any **principal** for legal liability for which **you** would have been entitled to cover under this policy if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement;

v) **your** personal representatives (in the event of **your** death) for liability incurred by **you**, provided that if cover is extended to any party described in paragraphs i) to v) above that party will be in accordance with the terms of this policy so far as they can apply and in any event **our** liability will not exceed the **limit of liability**.

General conditions

These are the conditions of the cover and apply throughout your policy. There may be additional conditions under each section of cover and any applicable endorsements. If you do not comply with these conditions you may not receive payment for a claim, a claim may be reduced, or you may lose all right to cover under your policy.

If you are unsure about any of these conditions or whether you need to notify us about any matter, please contact your insurance agent.

1. Adjustment of premium

If the premium has been calculated on estimates given by **you**, **you** must keep an accurate record of all relevant particulars which must be available to **us** for inspection.

Within a reasonable time after the end of each **period of insurance**, **you** will supply to **us** an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to **you**.

If **you** do not supply a statement within a reasonable time after the end of the **period of insurance**, **we** will be entitled to charge an additional premium for that **period of insurance**.

2. Average *(Applicable to Section 1 – Property damage and Section 2 – Business interruption)*

a) If at the time of **damage** the **sum insured** of the **buildings**, **landlords contents** or all other contents by each item is less than 85% of the cost of **reinstatement** at the start of the **period of insurance**, then **our** liability for any **damage** will be limited to the proportion that the **sum insured** bears to the cost of **reinstatement**; but

b) where a Day one reinstatement clause applies, if at the time of **damage** the **declared value** of the **buildings**, **landlords contents** or all other contents by each item is less than the cost of **reinstatement** at the start of the **period of insurance**, then **our** liability for any **damage** will be limited to the proportion that the **sum insured** bears to the cost of **reinstatement**;

c) For any other item listed in the **schedule**, if at the time of **damage** the **sum insured** on any of these items is less than the value of the property covered by the item (or for any item on rent, less than the amount of rent during the period to which the item relates), then **you** will be considered as being the insurer for the difference and will bear a ratable share of the loss accordingly. The amount payable by **us** will be proportionately reduced.

If it is stated in the **schedule** that average does not apply at the time of the **damage**, the maximum amount payable will be the **sum insured** for that item.

3. Cancellation – our rights

We may cancel this policy or any section for a valid reason by giving 30 days' notice in writing by registered letter to **you** at **your** last known address and in this case **you** will be entitled to a proportionate return of premium for the unexpired term of this policy (other than in circumstances where **we** invoke the Fraudulent claims condition under the Claims conditions section or a claim has been made).

Valid reasons **we** may decide to cancel **your** policy include, but are not limited to, if:

a) there is a material change in **your business**;

b) there is reasonable suspicion of fraud or where there has been a deliberate or reckless misrepresentation of material facts and/or other non-disclosure;

c) the information that forms the basis of this contract changes, and **we** would not otherwise have offered this insurance cover;

d) **you** do not co-operate or supply information or documentation that **we** request which materially affects **our** ability to process this policy or **our** ability to defend **our** interests;

e) following a survey at any of **your** properties or sites **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**;

f) the first or renewal premium has not been paid;

g) **you** or **your** agent engage in threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **our** staff or suppliers;

h) not exercising **your** duty of care as required under the reasonable precautions condition contained in this policy and failing to put this right when **we** ask **you** by sending **you** seven days' written notice to **your** last known address.

Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

4. Change in circumstances or alteration to the risk

If **you** would like to make changes to **your** policy please contact **your** insurance agent.

If **you** are aware of any material changes to the information provided or if **you** become aware of any material changes **you** must tell **your** insurance agent about those changes. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

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

Examples where **we** would need **you** to notify **your** insurance agent of a change include:

- if any **sums insured you** have declared to **us** have increased or decreased;
- there is a change to the **business you** undertake that **we** do not know about;
- **you** move **premises** or make alterations to the **premises you** occupy; and
- the security and fire protections **you** have declared to **us** change.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt, please contact **your** insurance agent directly as failure to notify **us** of any changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid.

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

In addition **you** must notify **us** of any alteration to the information provided at the start, renewal or occurring during the **period of insurance** at which time **we** may apply an additional premium or other additional terms or conditions.

General conditions

5. Index linking *(only applies if shown in the **schedule**)*

a) Renewal

We will adjust the **sums insured** to take into account movements in the appropriate index shown below.

i) *Building and tenants improvements items*
The General Building Cost Index issued by the Building Cost Information Service of the Royal Institute of Chartered Surveyors.

ii) *Other items*
The Producer Price Index for Home Sales of Manufactured Products issued by the Department of Trade and Industry.

NOTE: *If either of the above indices is not available, **we** may select a suitable alternative.*

In the event of a negative index **we** will retain **your** existing **sums insured**, unless **you** advise **us** otherwise.

b) Claims

For claims settlement purposes (except Section 2 - Business interruption) the adjustments set out above will continue during the **period of insurance** and the period of repair, replacement or **reinstatement** as long as the work is carried out and completed without undue delay.

6. Maintenance and reasonable precautions

You must at **your** own expense:

a) take all reasonable precautions to prevent or reduce **damage**;

b) stop any activity which may result in a claim under this policy;

c) maintain all **buildings**, furnishings, ways and works machinery in good condition and repair;

d) remedy any defect or danger as soon as reasonably practicable after discovery and in the meantime take additional precautions as the circumstances may require;

e) comply with all statutory requirements and other safety regulations imposed by any authority;

f) act promptly to gain vacant possession of the **buildings** and recover any rent arrears;

g) not breach any of the conditions of the **tenancy agreement**(s) or legal charge affecting this policy; and

h) ensure that all protections installed for the protection of the **building** must be regularly maintained and be in use when the **building** is left unattended.

General conditions

7. Multiple insureds

The most **we** will pay is the relevant amount shown in the **schedule** or this policy.

If more than one insured is named in the **schedule**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay were there only one insured named in the **schedule**.

You agree that if there is more than one insured named in the **schedule**, the first insured listed is authorised to receive all notices and agree any changes to this policy.

8. Non cancellation

This policy will not be cancelled

a) where any party or parties are noted as **composite insured** in the **schedule** then any non-disclosure, misrepresentation or failure to comply with the policy terms and conditions on **their** part or on the part of the **insured** will not prejudice the rights of the other party or parties provided that the other party or parties will immediately on becoming aware of such non-disclosure, misrepresentation or failure to comply with policy conditions give notice to the **insurers**. for any omission or alteration where the risk of damage is increased whether unknown to **you** or beyond **your** control provided that, **you** notify us as soon as **you** become aware and if necessary pay any additional premium required.

b) so far as any bank or finance party is concerned, for failure to pay any premium due without **us** first giving to the agent at least 14 days' notice.

9. Survey

If **we** require a survey of the risk covered by this policy as a condition of providing cover but the survey has not been completed before the policy documents have been issued, **you** must comply with any risk improvements required as a result of the survey within the agreed time limits specified by **us**.

We reserve the right to cancel, suspend or alter the terms applying to any part of this policy for which cover has been provided if, as a result of the survey, the risk or any part of it is in **our** opinion unacceptable to **us**.

10. Unoccupied property notification

We must be notified in writing by e-mail, letter or fax, via **your** insurance agent, as soon as reasonably practicable after **you** become aware that any insured occupied building becomes **unoccupied**.

We will have the right to impose additional terms, conditions and exclusions and charge a suitable additional premium which will be paid by **you** if required.

11. Unoccupied property security

For **unoccupied buildings you** must ensure that:

a) the gas, electricity (other than power required for an intruder alarm or fire alarm system) and water supplies are turned off at the mains and all water pipes, apparatus and tanks are drained down;

b) all devices for preventing access to the building(s) are in full and effective operation at all times;

c) the **premises** and yards are clear of all waste materials and redundant contents;

d) all accessible windows and doors are securely boarded over (not applicable to residential properties);

e) the letter box is permanently sealed shut or a non-combustible receptacle is permanently fixed to the letter box;

f) the **premises** are inspected at least once a week by a responsible person to ensure that there is no deterioration in the fabric of the building and that compliance with conditions a) - e) continues.

Claims conditions

1. Claims procedures

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

a) **You** must notify **your** insurance agent as soon as reasonably practicable giving full details of what has happened.
b) **You** must provide **your** insurance agent with any other information **we** mayreasonably require. **We** will only require information relevant to **your** claim.
c) **You** must forward to **your** insurance agent as soon as reasonably practicable, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
d) **You** must inform the Garda Siochana as soon as reasonably practicable following any loss caused by malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
e) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
f) **You** must take practical steps to prevent further **damage** or **bodily injury**, recover property lost and otherwise minimise the claim.

2. Claims co-operation

You must provide all help, assistance and co-operation reasonably required by **us** in connection with any claim. **You** may, if **you** wish, also appoint **your** own loss assessor at **your** own expense.

3. Arbitration

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed. Whether **we** or **you** bear the costs of the arbitration, or these are shared by **us** and **you,** will be determined at the discretion of the arbitrator. Alternatively, depending on **your** circumstances, **you** may be able to refer **your** case to the Financial Services and Pensions Ombudsman (FSPO). In either case, this will not affect **your** right to take action against **us** over the disagreement.

4. Discharge of liability

Where in **our** opinion, the amount of any claim may exceed the available **limit of liability** or **sum insured we** will be entitled at **our** discretion, to discharge **our** liability by paying the available **limit of liability** or **sum insured** to **you** or on **your** behalf and pay defence costs up to the date of that payment. In this situation, if at the time of payment **we** are conducting the defence of the claim, **we** will also relinquish that conduct.

5. Fraudulent claims

If **you** or anyone acting on **your** behalf makes a fraudulent claim under **your** policy, including providing fraudulent information or documentation, **we** may:

a) refuse to pay the claim;
b) seek to recover any of costs already incurred by **us** relating to the fraudulent claim;
c) have the option to cancel the policy from the date of the fraudulent act; and
d) keep any premium paid to **us**.

This will not affect separate claims made before the fraudulent act unless they too were fraudulent.

Claims conditions

6. Other insurance

If **you** have any other insurance which covers the same loss, **damage** or liability, **we** will only pay **our** pro rata share of any claim.

7. Salvage

We may enter the **premises** where **damage** has occurred and take possession of or require to be delivered to **us** any property insured and deal with it in a reasonable manner but property may not be abandoned to **us**.

8. Subrogation

We are entitled to:

a) take over and conduct the defence or settlement of any claim in **your** name or on **your** behalf at **our** discretion; and

b) take steps to enforce rights against any other party before or after payment is made by **us**.

General exclusions

This policy will not insure or pay any claims for:

1. **Asbestos** (*not applicable to Section 4*)

   liability arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to **asbestos** or materials or products containing **asbestos**.

2. **Cyber**

   any loss, damage, liability, claim, fine, penalty, cost or expense of any nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

   i. **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**; or

   ii. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **data**, including any amount relating to the value of such **data**,

   but this will not exclude subsequent loss or damage which itself results from a cause which is not otherwise excluded.

   a) This exclusion does not apply to a claim that would otherwise be covered under the Employers' Liability section of this Policy (if this cover is included and confirmed on **your** schedule). This cover is limited to the first €5,000,000 of any one claim or series of claims arising out of any one occurrence (inclusive of defence costs).

   b) This endorsement supersedes any other wording in the Policy or any endorsement having a bearing on a **cyber act, cyber incident** or **data** and if in conflict with such wording, replaces it.

   c) If **we** allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary will fall upon **you**.

   d) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder will continue in full force and effect.

   Definitions applicable to this endorsement:

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

   b) **Cyber Act** means:

   i. a deliberate, unauthorised, malicious or criminal act;

   ii. a series of related deliberate, unauthorised, malicious or criminal acts; or

   iii. any threat or hoax relating to i and/or ii above,

   regardless of time and place, involving access to or the processing, use or operation of any **computer system**.

c) **Cyber Incident** means:

i. any error or omission or series of related errors or omissions involving access to or the processing, use, or operation of any **computer system**; or

ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

d) **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

3. Date recognition

damage caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

We will cover further **damage** resulting from an insured cover, providing **damage** is covered elsewhere in this policy.

4. Radioactive contamination

bodily injury, disablement or **damage** to any property, or any resulting loss or expense or any legal liability caused by, contributed to or arising from:

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

b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its nuclear components;

c) any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter; or

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when those isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.

5. Riot and civil commotion

riot or civil commotion in Northern Ireland. **Damage** is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the **damage**.

6. Terrorism

damage or financial loss or expense, occasioned by or happening through or following **terrorism**. In any action, suit or other proceedings where **we** allege that any **damage** is not covered by this policy the burden of proving that **damage** is covered will be upon **you**.

7. War

any consequence which is the result of any of the following, or anything connected with any of the following, whether or not the consequence has been contributed to by any other cause or event:

a) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack:

i) by government or sovereign power (legal or illegal) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or

ii) by military, naval or air forces, or any other armed forces or militia; or

iii) by an agent of any government, power, authority or force;

b) any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;

c) insurrection, rebellion, or action taken by a government authority in hindering, combating, or defending against an occurrence, seizure or destruction.

8. Notifiable Diseases

We will not provide any cover for a claim which is in any way caused by, or results from, any disease, or the fear or threat of any disease, which:

- is notifiable to the government or a local authority under any law, order, act or statute; and/or
- is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.

9. Micro-Organism Exclusion

Loss, destruction, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to: mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health

This Exclusion applies regardless of whether there is (1) Any physical loss or damage to insured Property; (2) Any insured peril or cause, whether or not contributing concurrently or in any sequence; (3) Any loss of use, occupancy, or functionality; or (4) Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

Section 1 – Property damage

This section is optional and will only apply if shown as covered in your schedule

Additional definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** or any **endorsement** relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions section.*

Day one rebuilding value

the total cost of reinstating the **buildings** insured to a condition substantially the same as when new at the level of costs applying at the beginning of the **period of insurance** in which the **damage** occurred.

Insuring clause

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

Our liability in any one **period of insurance** will not exceed:

1. the total **sum insured**;

2. for any item, its **sum insured**;

3. any other stated **limit of liability**;

4. €25,000 any one loss for **landlord's contents**.

Covers – provided as standard

1. **Fire, lightning and explosion** but not **damage** caused by:

a) earthquake, subterranean fire, riot, civil commotion;

b) any heating process or any process involving the application of heat;

c) explosion of non – domestic steam pressure machinery or equipment under **your** control.

2. **Aircraft** or other aerial devices or articles dropped from them but not **consequential loss** caused by pressure waves caused by:

a) aircraft or other aerial devices travelling at sonic or supersonic speeds;

b) fire.

3. **Riot, civil commotion, strikers, locked out workers** or persons taking part in labour disturbances or **malicious persons** but not **damage** arising from:

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

b) stopping work;

c) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons;

d) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied**;

e) **damage** caused by **tenants**.

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

5. **Storm** but not **damage**:

a) caused by lightning, frost, **subsidence**, ground **heave** or **landslip**;

b) for movable property in the open, fences and gates.

6. **Flood** but not **damage**:

a) caused solely to change in the water table level;

b) caused by lightning, frost, **subsidence**, ground **heave** or **landslip**;

c) for movable property in the open, fences and gates.

7. **Escape of water or oil** from any tank apparatus or pipe but not **damage**

a) by water discharged or leaking from any automatic sprinkler installation.

b) to any **building** which is **unoccupied**.

c) by failure of grouting or sealant.

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **damage** caused by:

a) freezing whilst the **building** is **unoccupied**.

b) explosion, earthquake, subterranean fire or heat caused by fire.

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

10. **Accidental damage** but not:

a) **damage** caused by:

i) any of the covers specified above;

ii) the causes expressly excluded from the covers specified above whether or not insured;

iii) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials;

iv) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee** but this will not include later **damage** which itself results from a cause not otherwise excluded;

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

vi) change in temperature, colour, flavour, texture or finish;

vii) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunication services;

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

ix) mechanical, electronic, electrical or computer breakdown or disturbance in order, arrangement or functioning or from adjustment maintenance or repair of the particular machine, apparatus or equipment in which breakdown or disturbance in order, arrangement or functioning or from adjustment maintenance or repair originates but this will not exclude later **damage** so long as it is not excluded above;

x) **pollution**;

xi) normal **settlement** or bedding down of new structures;

xii) acts of fraud or dishonesty;

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

xiv) **damage** to a **building** or structure caused by its own collapse or cracking;

xv) any process of production, packing, treatment, testing, commissioning, servicing or repair;

xvi) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

b) **damage** to:

i) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust;

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

iii) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy;

iv) glass;

v) any **building** or structure caused by its own collapse or cracking.

11. a) **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the **schedule** including the cost of boarding up and any lettering and artwork.

b) **Damage** to:

i) the contents of display windows;

ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;

iii. electric light fittings; or

iv. neon and illuminated signs

as a direct result of glass breakage as described under paragraph 11. a) above provided that **our** liability will not exceed €2,500 in total any any one **period of insurance**.

12. **Breakage of fixed sanitaryware** but not breakage or **damage**:

a) in vehicles, vending machines or to stock in trade;

b) in transit or while being fitted;

c) due to settlement, expansion or contraction of frames or fittings in **buildings** under construction and during a period of 6 months after the date of completion;

d) existing before the start of the **period of insurance**;

e) of neon and illuminated signs and electric light fittings;

f) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft;

g) of bulbs or tubes unless the signs or fittings are also damaged;

h) caused by fire or explosion.

13. **Theft** or **attempted theft** if it involves:

a) unauthorised entry to the **premises** resulting in **damage** to the **buildings**, or

b) violence or threat of violence against **you** or any director, offices or person employed by **you**, but excluding theft:-

i) from the open or from any **outbuilding** not directly joining with the main **building** unless otherwise specified;

ii) to property in transit;

iii) to **money** and securities of any description.

14. **Subsidence, ground heave** or **landslip** of any part of the site on which the property stands but not **damage**:

a) to private garages, **outbuildings**, yards, forecourts, car parks, roads, pavements, posts, hardcourts, patios, terraces, walls, gates, fences, garden landscaping and paving, trees and plants unless also affecting the structure of the **building**;

b) caused by:

i) normal **settlement** or bedding down of new structures;

ii) **settlement** or movement of made up ground;

iii) coastal or river erosion;

iv) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe;

c) which originated before the start of this cover;

d) resulting from:

i) demolition, construction, structural alteration or repair of any property; or

ii) groundwork or excavation

iii) defective design or workmanship or the use of defective materials

at the same **premises**.

Special condition to cover 14

a) **You** must notify **us,** via **your** insurance agent, as soon as **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.

b) **We** will then have the right to vary the terms or cancel this cover.

Excess

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

Extensions of cover – provided as standard

1. Additional metered water or gas charges

We will pay for costs of additional metered water and/or gas charges incurred by **you** as a result of **damage** except those for any loss which has not been discovered and remedial action taken within 30 days of the **damage** occurring.

We will not pay more than €25,000 any one loss.

2. Capital additions

The insurance extends to include alterations, additions and improvements to **buildings,** anywhere in the **territorial limits** to the extent that they are not insured elsewhere in accordance with the following

a) Cover under this extension of cover in in any one situation is limited to the value of the alterations, additions or improvements but not exceeding 10% of the **sum insured** on **buildings** or €100,000 whichever is the lesser.

b) **You** must pay the appropriate additional premium from the date on which the items become **your** responsibility.

3. Clearing of drains

We will pay for costs and expenses necessarily incurred in clearing, cleaning and repairing drains, gutters and sewers at **your premises** and in the immediate vicinity for which **you** are responsible following **damage**. **We** will not pay more than €15,000 any one loss.

4. Contract works

We will pay for any contract works and unfixed goods and materials introduced to the site of the **Buildings** for the purposes of alterations or improvements to the **buildings** for the purposes of minor alterations or improvements to the **buildings** for which **you** are responsible, subject to the contract price not exceeding €100,000 for any one loss at any **premises**.

We will not pay for loss, **damage** or liability arising out of the activities of a contractor unless:

a) The contractor is on the **premises** for the purpose of minor works, being repairs, general

maintenance work and redecoration; or

b) The presence of the contractor and extent of the works being carried out is specifically notified to and accepted by **us** in advance of the works commencing.

c) Where any work involves the application of heat this must be undertaken on **your** behalf by bona-fide sub-contractors and **you** must obtain and retain a written record that such bona-fide sub-contractors have in force, throughout the duration of any work undertaken, suitable insurance in accordance with those listed below:-

i) Employers' liability insurance in accordance with any law relating to compulsory insurance of liability to **employees**

ii) Public liability insurance covering legal liability for bodily injury to any person other than described in i) above and loss or damage to property with a limit of indemnity or sum insured not less than the limits stated in the **schedule**.

Item c) above does not apply where bona fide subcontractors are engaged to carry out work on **your** behalf in an emergency and there is insufficient time to obtain a written record from such subcontractor provided **you** obtain verbal confirmation and confirm such information in writing and retain a copy as a written record.

5. Contracting purchaser's interest

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

6. Debris removal

1. **We** will pay for costs and expenses **you** necessarily incur with **our** consent for:

a) removing debris from:
b) dismantling and/or demolishing:
c) shoring or propping up of:
d) clearing, cleaning or repairing **services** to

those parts of the **premises** insured damaged by any cover insured.

2. **We** will pay for costs and expenses necessarily incurred with **our** consent for the removal of **tenants**' contents at the **premises** insured.

We will not pay:

i) more than €15,000 any one loss.

ii) for any costs or expenses;

a) incurred in removing debris except from the site of property damaged and the area immediately adjacent to it;
b) arising from **pollution** of property not insured by this policy; or
c) for **damage** which happened before the **period of insurance** start date.

7. European Union and public authorities' requirements

We will pay for the additional cost of rebuilding or repair as may be incurred with **our** consent in complying with any regulations or requirements of the European Union, public authority or other statutory requirements first imposed upon **you** following the **damage**.

However, **we** will not be liable in respect of any rate, tax, duty, development or other charge or assessment which may arise out of any capital appreciation as a result of complying with any of the requirements referred to in this extension.

8. Failure of third-party insurances

(applicable to **buildings** and rent of the **buildings**).

We will pay for **damage** to **buildings** or loss of rent in accordance with the terms, conditions, exclusions, provisions and definitions of this policy at the premises defined below, but only to the extent that the lessee or freeholder is unable to recover the amount, equivalent to that which could be payable under this policy if the lessee or freeholder were the insured, as a result of:

a) the lessee or freeholder having failed to arrange or maintain insurance to comply with the terms of the lease; or

b) the lessee or freeholder having failed to insure for an adequate amount whether the amount insured had been approved by **you** or not

but excluding any payments in respect of **damage** or loss of rent that **you** recover from any other party.

We will not pay more than €500,000 for any one premises.

No amount will be recoverable:

i) due to the operation of any excess or deductible under any more specific insurance;

ii) where the lessee or freeholder's policy fails due to the breach of any condition or warranty contained within their policy as a result of **your** action;

iii) due to the failure of the lessee or freeholder to make or pursue a legitimate insurance claim; or

iv) unless **you** carry out at least annually a check of all properties owned or leased by **you** and for which **you** are responsible to ensure that effective insurance is in force for such properties.

For the purpose of this clause, "premises" is defined as all **your** properties anywhere in the Republic of Ireland which are leased to or by **you** but not specifically insured or referred to elsewhere under this policy and where the lessee or freeholder is responsible for arranging insurance under the terms of a lease with **you**.

Special conditions

A. **We** will not pay for rent unless the **building** to which the rent relates is damaged so as to be rendered unfit for occupation and then only for such proportion of the rent payable as may be equivalent to the period necessary for reinstating the **damage** sustained but not exceeding 36 months.

B. This clause will only take effect if **we** are the sole provider of **buildings** insurance in respect of **your** properties owned in connection with the **business** and where **you** have an obligation to arrange such insurance.

Section 1 – Property damage

9. Fire brigade charges

We will pay for fire brigade charges that **you** are responsible for paying following loss or **damage** at the **premises**.

We will not pay more than €25,000 any one loss.

10. Fire extinguishing expenses

We will pay for the necessary costs incurred by **you**:

a) for refilling fire-extinguishing appliances and replacing any used sprinkler heads solely because of **damage**;

b) in extinguishing operations in order to minimise loss;

c) for **damage** to lawns, trees, shrubs and gardens caused by extinguishing operations.

We will not pay more than €15,000 any one loss.

11. Further investigation expenses

Where a **building** has suffered **damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **damage** to portions of the same **building** which is not apparent straight away, **we** will pay for:

a) the necessary costs incurred by **you** with **our** consent in establishing whether or not the **damage** has occurred.

b) the necessary costs incurred by **you** in establishing whether or not other **buildings** in the vicinity have suffered **damage** in the same incident but only if such **buildings** are subsequently found to have suffered **damage** for which **we** are liable.

We will not pay more than €25,000 any one loss.

12. Illegal cultivation of drugs cover

We will cover **you** for the clean-up costs and remedial works from the use of the **property insured** for the manufacture, cultivation, harvesting or processing by any other method of drugs classed as controlled substances.

Provided that **you**:

1. carry out internal and external inspections of the **buildings** at least every 3 months or as frequently as permitted under the tenancy agreement and

a) maintain a log of those inspections and retain that log for at least 24 months
b) carry out a 6 monthly management check of the inspections log

2. obtain satisfactory credit references from a licensed Credit Referencing Agency prior to granting the tenancy with the tenant having given permission for this information to be released in the event of a claim

3. obtain and record details of **your** tenant's bank account and verify those details by receiving rental payments from that account

4. obtain and record a written formal identification of any prospective tenant

5. do not permit any sub-letting of **your property.**

We will not pay more than €25,000 in any one **period of insurance**.

13. Landscaping

We will pay for costs and expenses incurred with **our** consent in making good landscaped gardens or grounds at the **premises** damaged by any cover insured under this policy but excluding:

i) the cost of movement of soil other than as necessary for surface preparation.

ii) the failure of trees, shrubs or turf to become established following replanting.

iii) the failure of seeds to germinate.

We will not be liable for the first €1,000 or the amount of the **excess** stated in the **schedule** whichever is the greater for each loss arising from **damage** caused by storm, flood or malicious persons (other than by fire or explosion) not acting on behalf of or in connection with any political organisation.

We will not pay more than €25,000 or 10% of the **sum insured** by the relevant item (whichever is the lesser) any one claim.

14. Loss minimisation and prevention expenditure

We will pay for costs and expenses incurred by **you** with **our** consent for the sole purpose of avoiding or diminishing the amount of a loss following **damage** which but for that expenditure would have occurred.

We will not pay more than €25,000 any one loss.

15. Loss of market value

If:

a) **you** choose not to repair or rebuild, **we** will pay to **you** the reduction in market value of the **buildings** following **damage** but not exceeding the amount that would have been payable had the **buildings** been repaired or rebuilt.

b) as a result of **damage**, **you** are required to rebuild or reinstate the **buildings** in a manner different from that before **damage** solely to comply with any regulations or requirements of the European Union, public authority or other statutory requirements (as shown under extension 16. and as a result there is reduction in market value, **we** agree to pay:

i) the cost of repairing or reinstating the **buildings**; and

ii) a cash settlement representing the reduction in market value

so that the total payment made is no greater than the amount that would have been payable had the **buildings** been repaired or reinstated in an identical manner to their condition before the **damage**.

Provided that:

i) the total amount recoverable under any item of the policy will not exceed its **sum insured**; and

ii) all other terms and conditions of the policy will apply as if they had been incorporated in this clause.

Section 1 – Property damage

16. Privity of contract

We will pay for all sums as **you** become legally liable to pay and will pay as cover to any **tenant** for the repair or **reinstatement** of premises previously owned but which are no longer **your** property and where the current owner has failed to maintain adequate insurance cover.

Provided that:

a) the insurance by this clause will not contribute for any more particular insurance effected by the new owner, **tenants** or sub-**tenants**;

b) **you** will take all reasonable and appropriate steps to obtain release from **your** liabilities under the covenants to insure the property on its disposal.

17. Professional fees

The **sum insured** for each item on **buildings** and **landlord's contents** includes an amount for professional fees necessarily incurred in the **reinstatement** of the **property insured** but not for preparing any claim.

18. Reinstatement to match

Where the **property insured** has suffered **damage**, **you** may replace, repair or restore the property with equivalent property which employs current technology and replacement, repair or restoration with such property for the purposes of this section shall not be regarded as being better or more extensive than when new.

This section further extends to include the replacement or modification of undamaged property insofar as it is necessary to adapt it to operate in conjunction with that property which has been replaced, repaired or restored. Provided that **our** total liability is not increased beyond the amount that would otherwise have been payable for the replacement, repair or restoration of the property destroyed or damaged in its original form.

When the **buildings** are damaged or destroyed in part only, **our** liability will not exceed the sum representing the cost which **we** could have been called upon to pay for **reinstatement** if the property had been wholly destroyed.

19. Replacement locks

We will pay for the expenses necessarily incurred as a result of the necessary replacement of locks or resetting digital locks at the **premises** to a standard equal to but not better than their original standard following the loss of keys by loss or theft from the **premises** or from the homes of directors, partners or authorised **employees** or by the unauthorised duplication of the keys. **We** will not pay more than €5,000 any one loss.

20. Residential property

In the event of any **damage** resulting in:

a) a residential **building** or residential part of any **building** being uninhabitable; or

b) access being prevented to the property,

we will pay for **rent receivable** and the necessary additional cost of comparable accommodation incurred by the lessee or owner for any residents, including pets, who normally live in the **building** until the property is habitable or accessible.

We will not pay under this provision more than 25% of the **sum insured** applicable to the residential **building** or residential part of the **building** concerned.

The maximum period of indemnity is three years from the date of the **damage** for which **we** are liable to pay any loss.

21. Subrogation waiver

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

a) any company standing in relation of parent (subsidiary to parent) to **you**; or

b) any company which is a subsidiary of a parent company of which **you** are a subsidiary;

c) any **tenant**, lessee or managing agent for **damage** applicable to the **premises** unless the **damage** arises out of a criminal or malicious act of the **tenant**, lessee or managing agent.

22. Temporary removal

We will pay for **damage** to any landlords' fixtures and fittings or other property within the definition of **buildings** not otherwise insured whilst temporarily at another premises for cleaning, renovation or repair or other similar purposes and whilst in transit by road, rail or inland waterway.

We will not pay more than €25,000 for any one loss.

23. Trace and access and repair or replacement

In the event of **damage** resulting from escape of water or oil as covered by this policy, **we** will pay for the costs necessarily incurred in locating the source of **damage** and later making good the **damage** and the cost of repairing or replacing tanks, apparatus, pipes or appliances.

We will not pay more than €15,000 any one loss.

24. Tree removal

We will pay for costs and expenses incurred in removing fallen trees and branches from the **premises** resulting from any of the covers insured under this policy.

We will not pay more than €500 any one loss or €2,500 in total in the **period of insurance**.

25. Value Added Tax (VAT)

The insurance by each item on **buildings** extends to include Value Added Tax paid by **you** which is not later recoverable in accordance with the following:

a)

i) **Your** liability for tax arises solely as a result of the **reinstatement** or repair of the **buildings** to which the item relates following **damage**;

ii) **We** have paid or agreed to pay for the **damage**;

iii) If payment made by **us** for **reinstatement** or repair of the **damage** is less than the actual cost of **reinstatement** or repair, any payment under this provision resulting from the **damage** will be reduced in like proportion;

iv) An allowance has been made in the **sum insured** for Value Added Tax where necessary, it being understood that **you** will still be entitled to cover if the allowance has inadvertently not been made.

b) **Your** liability for tax does not arise from the replacement **buildings** having greater floor area than or being better or more extensive than the destroyed or damaged **buildings**;

c) Where an option to reinstate on another site is exercised, **we** will not pay more than the amount of tax that would have been payable had the **buildings** been rebuilt on their original site;

d) **We** will not pay for amounts payable by **you** as penalties or interest for non-payment or late payment of tax.

For the purpose of paragraph c), rebuilding costs will be exclusive of Value Added Tax.

Our liability may exceed the **sum insured** by an item or in the whole the total **sum insured** where the excess is solely for Value Added Tax.

Conditions applicable to this section

Included here are the conditions of the insurance that you need to meet as your part of this policy. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. The following conditions apply in addition to the General Conditions.

1. Automatic reinstatement after a loss

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

a) **you** pay the appropriate additional premium for reinstatement of cover; and

b) **you** carry out any reasonable recommendations **we** put forward to prevent further loss.

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

2. Basis of settlement

Reinstatement

Following **damage** to the **buildings**, **landlord's contents** or all other contents the basis upon which **we** will calculate the amount **we** will pay for any claim will be the **reinstatement** of the property damaged, provided that:

a) where the **buildings**, **landlord's contents** or all other contents are:

i) lost or destroyed, **we** will pay for its rebuilding or replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new;

ii) damaged, **we** will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, **we** will not pay more than **we** would have done if the **buildings**, **landlord's contents** or all other contents had been completely destroyed.

b) The work of **reinstatement**:

i) may be carried out on another site and in a manner suitable to **your** needs. However, **our** liability must not be increased.

ii) must begin and be carried out as quickly as possible.

The maximum **we** will pay under this section in any one **period of insurance** will not exceed:

a. the **sum insured** on each item; or

b. the total **sum insured**,

or any other maximum amount payable or the **sum insured** specified in this section or the **schedule**.

Day one basis of reinstatement

The insurance by the item(s) indicated in the **schedule** are subject to the following:

a) If a **declared value** is stated for any item in the **schedule**, then **our** liability will not exceed the **sum insured** calculated by applying the **uplift** to the **declared value** as stated in the **schedule**. **You** having stated in writing the **declared value** of each item in the **schedule**, and the premium has been calculated accordingly.

b) At the start of each **period of insurance**, **you** must notify **us**, via **your** insurance agent**,** of the **declared value** of each of the items insured on a day one basis. In the absence of a declaration, the last amount declared by **you** will be taken as the **declared value** for the next **period of insurance**.

c) Where General Condition 2. b) Average is applied, no payment is to be made beyond the amount which would have been payable had this clause not been operative. **Our** liability will be limited to 100% of the **declared value** shown in the **schedule**.

Indemnity

The basis upon which **we** will calculate the amount **we** will pay for any claim for professional fees and debris or other property at the **premises**, removal will be:

a) the cost of replacement or repair of the property which has suffered **damage**, to a condition as good as, but not better or more extensive than, its condition immediately before the **damage**, or at **our** option:

b) where the property is lost or destroyed - the value of the property immediately before its loss or destruction.

3. Delays in rebuilding

We will not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with any regulations or requirements of the European Union, public authority or other statutory requirements unless the delays are wholly outside **your** control.

4. Designation of property

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

Section 1 – Property damage

5. Fire protection equipment

You will take all reasonable measures to ensure that:

a) any sprinkler or alarm installation or other fire protection equipment, for which a reduced premium rate is allowed, is maintained in efficient working order;

b) the routine tests prescribed by **us** are carried out and any defects revealed by the tests are promptly remedied; and

c) **our** written consent is obtained to any proposed changes, repairs or alterations to any sprinkler or alarm installation.

6. Firebreak doors and shutters

Where there are firebreak doors and shutters, which are within **your** custody and control, **you** must:

a) maintain them in efficient working order; and

b) keep them free from obstruction at all times.

7. Mortgagees and lessors

Any increase in the risk of **damage** resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **buildings** insured by this policy will not prejudice the interest of any mortgagee, freeholder or lessor provided that:

a) the increase in risk is without their knowledge or authority;

b) **we** are notified as soon as reasonably practicable after **you** become aware of the increase in risk; and

c) **you** pay any additional premium reasonably required.

8. Non-invalidation

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

9. Our option to rebuild

We may at **our** option rebuild or restore the **buildings** destroyed or portions damaged but without being bound to rebuild or restore the property exactly or completely and only as circumstances permit and in reasonably sufficient manner. **You** will at **your** own expense produce and give to **us** all plans, documents, books and information as **we** may reasonably require.

10. Rebuilding on another site

The **buildings** may be wholly or partially rebuilt upon another site and in any manner suitable to **your** requirements provided that it does not increase **our** liability.

Section 1 – Property damage

11. Security requirements

The following security precautions apply for **buildings** occupied by **you**, for which the security is the direct responsibility of **you** or **your** agents or for any empty or disused **buildings** of which **we** have been notified.

a) Any additional protection required by **us** will be fitted in accordance with **our** requirements and, together with all other devices for the protection of the **property insured**, will be kept in good order and put into full and effective operation whenever the **premises** are closed for business or are left unattended.

b) All keys, including duplicate keys, relative to the security of a portion of the **premises** or to any safe or strong room containing **property insured** will be removed from that portion of the **premises** whenever they are closed for business or left unattended.

12. Seventy two hour provision

For covers 5 - Storm, 6 - Flood, 7 - Escape of water or oil and 8 - Accidental escape of water from a sprinkler installation only, **damage** occurring continuously or intermittently during any period of seventy two hours will be deemed to constitute one loss at each separate **premises** for the purpose of the application of the **excess**.

Exclusions applicable to this section

The following specific exclusions apply in addition to the General Exclusions

We will not cover **you** for:

1. the following items unless specifically agreed otherwise and shown as insured in the **schedule**:

a) **money**, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books or works of art;

b) goods held in trust or on commission, documents, manuscripts, business books, computer systems, records, explosives, video tapes or cassettes for sale or hire;

c) property in transit;

d) patterns, models, moulds, plans and designs.

2. **damage** caused by **pollution** except d**amage** caused by:

a) **pollution** which results solely and directly from an insured cover;

b) any insured cover which results from **pollution or contamination**.

Section 2 – Business interruption

This section is optional and will only apply if shown as covered in your schedule

Additional definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** or any **endorsement** relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions section.*

Note 1
*To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of such tax.*

Note 2
For the purpose of these definitions any adjustment implemented for current cost accounting will be disregarded.

Incident
Damage to property used by **you** at the **premises** for the purpose of the **business**.

Indemnity period
The period beginning with the occurrence of the **incident** and ending not later than the **maximum indemnity period** after that during which the results of the **business** will be affected because of the **incident**.

For extension of cover 4 b) **indemnity period** means the period during which the results of the **business** will be affected because of the occurrence or discovery, beginning with the date from which the restrictions on the **premises** are applied and ending not later than the **maximum indemnity period** following that.

For extension 16. Rent of residential property **indemnity period** means the maximum period of three years from the date of the **damage** for which **we** will be liable to pay any loss;

Maximum indemnity period
As stated in the **schedule**.

Premises – applicable to extension of cover 4 b) only those **premises** which are stated in the **schedule** to be insured and which are directly affected by the **incident**.

Insuring clause

If any **building** or other property used by **you** at the **premises** for the purpose of the **business** suffers **damage** by any of the covers specified in the **schedule** and there is a **consequential loss**, **we** will pay **you** for each item in the **schedule** the amount of the loss provided that:

1. at the time of the happening of the **damage** there is in force an insurance covering **your** interest in the property at the **premises** against that **damage** and that:

a) payment has been made or liability admitted; or

b) payment would have been made or liability admitted but for the operation of a clause in that insurance but **we** will not cover liability for losses below a specified amount.

2. **our** liability under this section will not exceed:

a) in the whole the total **sum insured** or for any item its **sum insured** or any other **limit of liability** stated in the **schedule** at the time of the **damage**;

b) the **sum insured** remaining after deduction for any other **consequential loss** occurring during the same **period of insurance** unless **we** have agreed to reinstate the **sum insured**.

Covers – provided as standard

1. **Fire, lightning and explosion** but not **consequential loss** caused by:

a) earthquake, subterranean fire, riot, civil commotion;

b) any heating process or any process involving the application of heat;

c) explosion of non – domestic steam pressure machinery or equipment under **your** control.

2. **Aircraft** or other aerial devices or articles dropped from them but not **consequential loss** caused by pressure waves caused by:

a) aircraft or other aerial devices travelling at sonic or supersonic speeds;

b) fire.

3. **Riot, civil commotion, strikers, locked out workers** or persons taking part in labour disturbances **or malicious persons** but not **consequential loss** arising from:

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

b) stopping work;

c) fire caused by strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

d) theft or attempted theft directly caused by malicious persons to any **building** which is **unoccupied**;

e) **damage** caused by **tenants**.

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

5. **Storm** but not **consequential loss**:

a) caused by lightning, frost, **subsidence**, ground **heave** or **landslip**;

b) for movable property in the open, fences and gates.

6. **Flood** but not **consequential loss**:

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

b) caused by lightning, frost, **subsidence**, ground **heave** or **landslip**;

c) for movable property in the open, fences and gates.

7. **Escape of water or oil** from any tank apparatus or pipe but not **consequential loss**

a) caused by water discharged or leaking from any automatic sprinkler installation.

b) to any **building** which is **unoccupied**.

c) by failure of grouting or sealant.

Section 2 – Business interruption

8. **Accidental escape of water** from any automatic sprinkler installation in the **premises** but not **consequential loss** caused by:

a) freezing whilst the **building** is **unoccupied**.

b) explosion, earthquake, subterranean fire or heat caused by fire.

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

10. **Accidental damage** but not:

a) **consequential loss** caused by:

i) any of the covers specified in 1-9 above;

ii) the causes expressly excluded from the covers specified above whether or not insured;

iii) inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective design or materials;

iv) faulty or defective workmanship, operational error or omission on the part of **you** or any **employee** but this will not include later **damage** which itself results from a cause not otherwise excluded;

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

vi) change in temperature, colour, flavour, texture or finish;

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

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

ix) mechanical, electronic, electrical or computer breakdown or disturbance in order, arrangement or functioning or from adjustment maintenance or repair. of the particular machine, apparatus or equipment in which breakdown or disturbance in order, arrangement or functioning or from adjustment maintenance or repair originates but this will not exclude later **consequential loss** so long as it is not excluded above;

x) **pollution**;

xi) normal **settlement** or bedding down of new structures;

xii) acts of fraud or dishonesty;

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

xiv) **damage** to a **building** or structure caused by its own collapse or cracking;

xv) any process of production, packing, treatment, testing, commissioning, servicing or repair;

xvi) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

b) **consequential loss** for:

i) movable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust;

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

iii) property or structures in course of construction or erection and materials or supplies in connection with this other than internal alterations or refurbishments not more specifically insured under a contract works policy;

iv) glass.

11. **a)** **Glass breakage** at the **premises** all being plain sheet or plain plate glass unless stated otherwise in the **schedule** including the cost of boarding up and any lettering and artwork.

b) **Damage** to:

i) the contents of display windows;

ii) windows and doorframes, vitrolite, marble, marmerile and similar materials, intruder alarm foils and other detection devices and circuits;

iii) electric light fittings; or

iv) neon and illuminated signs

as a direct result of glass breakage as described under paragraph 11a) provided that **our** liability will not exceed €2,500 in total.

12. **Breakage of fixed sanitaryware** but not breakage or **consequential loss**:

a) to stock in trade;

b) in transit or while being fitted;

c) existing before the start of the **period of insurance**;

d) by wear and tear, gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft;

e) caused by fire or explosion.

13. **Theft** or **attempted theft** if it involves:

a) unauthorised entry to the **premises** resulting in **damage** to the **buildings**, or

b) violence or threat of violence against **you** or any director, offices or person employed by **you**, but excluding theft:-

i) from the open or from any **outbuilding** not directly joining with the main **building** unless otherwise specified;

ii) to property in transit;

iii) to **money** and securities of any description.

14. **Subsidence, ground heave** or **landslip** of any part of the site on which the property stands but not **consequential loss**:

a) to private garages, **outbuildings**, yards, forecourts, car parks, roads, pavements, posts, hardcourts, patios, terraces, walls, gates, fences, garden landscaping and paving, trees and plants unless also affecting the structure of the **building**;

b) caused by:

i) normal **settlement** or bedding down of new structures;

ii) **settlement** or movement of made up ground;

iii) coastal or river erosion;

iv) fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.

c) which originated before the start of this cover.

d) resulting from:

i) demolition, construction, structural alteration or repair of any property; or

ii) groundwork or excavation

iii) defective design or workmanship or the use of defective materials

at the same **premises**.

Special condition applicable to cover 14

a) **You** must notify **us**, via **your** insurance agent, as soon practicable after **you** become aware of any demolition, groundworks, excavation or construction being carried out on any adjoining site.

b) **We** will then have the right to vary the terms or cancel this cover.

Extensions of cover – provided as standard

1. Action of competent authorities

We will pay for **consequential loss** following an action by the Garda Siochana or other competent local, civil or military authority following a danger or disturbance in the vicinity of the **premises** where access will be prevented.

There will be no liability under this extension for loss resulting from interruption of the **business** during the first 12 hours of the **indemnity period**.

We will not pay:

a) more than €1,000,000; or

b) for more than 3 months **maximum indemnity period**

under this extension.

Section 2 – Business interruption

2. Capital additions

The insurance extends to include additional rent as a result of alterations, additions and improvements to **buildings** anywhere in the **territorial limits** to the extent that they are not insured elsewhere in accordance with the following:

a) cover under this extension in any one situation is limited to the value of the anticipated amount of additional rent but not exceeding 10% of the sum insured on rent or €50,000 whichever is the lesser;.

b) **you** must pay the appropriate additional premium from the date on which the items become **your** responsibility.

3. Buildings awaiting sale

If, at the time of the **damage**, **you** have contracted to sell **your** interest in the **buildings** or have accepted an offer in writing to purchase **your** interest in the **buildings** in accordance with contract and the sale is cancelled or delayed solely following **damage**, provided that **you** have made all reasonable efforts to complete the sale of the **buildings** as soon as practicable after the **damage**, **you** may opt for the amount payable by **us** to be as follows:

a) loss of rent, being the actual amount of the reduction in the **rent receivable** by **you** solely following **damage,** during the period before the date upon which, but for the **damage**, the **buildings** would have been sold;

b) loss of interest during the period starting with the date upon which, but for the **damage**, the **buildings** would have been sold and ending with the actual date of sale or with the expiry of the **indemnity period** if earlier. Loss of interest will be:

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

ii) the investment interest lost to **you** on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) less any amount receivable for rent.

c) Additional expenditure, being:

i) the expenditure necessarily incurred following **damage** solely to avoid or minimise the loss payable under paragraphs a) or b) above but not exceeding the amount of loss avoided by that expenditure; and

ii) the additional legal fees and other expenditure incurred solely as a result of the cancellation or delay following **damage** but not exceeding either an amount equivalent to the expenditure incurred before the **damage** or €50,000 whichever is the lesser except:

1) the amount payable will be adjusted to provide for any benefit derived by **you** from cancellation of or delay in the sale so that it represents as nearly as may be reasonably practicable the actual loss suffered by **you**:

2) in the event of underinsurance the amount payable will be adjusted in accordance with General condition 2. Average.

Section 2 – Business interruption

4. Contingency rent

Where there is provision in the lease agreed between the landlord and **tenant** of the **buildings** for a reduction of rent in the event of any loss as described below, or where the **rent receivable** by the landlord is reduced as a direct result of the turnover of the lessee's business being reduced by any loss, the insurance by the item on rent is extended to include the following:

a) Failure of utilities

loss as insured caused by the failure of the supply of:

i) electricity at the terminal ends of the supply authority's service feeders at the **buildings**;

ii) gas at the supply authority's meters at the **buildings**; or

iii) water at the supply authority's main stop cock serving the **buildings**

by any accidental cause other than the deliberate act of any supply authority or by any authority exercising its power to withhold or restrict supply or by drought.

b) Vermin, defective sanitary arrangements, murder and suicide

loss as insured caused by:

i) the discovery of vermin or pests at the **buildings** which causes restrictions on the use of the **buildings** on the order or advice of a competent public authority;

ii) any accident causing defects in the drains or other sanitary arrangements at the **buildings** which causes restrictions on the use of the **buildings** on the order or advice of a competent public authority;

iii) any occurrence of murder or suicide at the **buildings**.

For the purpose of this clause only the **indemnity period** will commence:

a. in the case of paragraph **iii**) above with the occurrence or discovery of the **incident**;

b. in the case of paragraphs **i**) and **ii**) above with the date from which the restrictions on the **buildings** are applied;

c. the **maximum indemnity period** any one loss is restricted to 3 months.

We will not be liable under this clause for:

i) any costs incurred in the cleaning, repair, replacement recall or checking of property;

ii) loss arising at **buildings** which are not directly affected by the occurrence or accident;

iii) more than €250,000 for any one occurrence.

5. Cost of reletting

We will pay for the costs necessarily incurred with **our** consent during the **indemnity period** in reletting the **buildings** (including legal fees in connection with the reletting) solely following the **incident**.

Section 2 – Business interruption

6. Increased cost of working

The insurance under this item is limited to increased cost of working and the amount payable will be the increased expenditure necessarily incurred by **you** during the **indemnity period** in order to minimise any interruption of or interference with the **business** following the **incident**.

We will not be liable for:

i) more than one third of the **sum insured** for additional expenditure arising in the first quarter of the **maximum indemnity period** following the date of the **incident**; or

ii) more than an equal proportion of the balance of the **sum insured** per month for the additional expenditure in the remainder of the **maximum indemnity period**.

7. Loss of attraction (leased premises)

The insurance by the item on rent is extended to include loss as insured resulting solely from **damage** by any of the covers insured to **buildings** or other property at any location in the immediate vicinity of the **premises** following which the turnover of the lessee's business is affected and **rent receivable** by **you** is reduced.

We will not pay more than 5% of the **sum insured** or

€250,000, whichever is the lesser, any one loss.

8. Loss of investment income on late payment of rent

If, as a result of **damage**, **we** are paying **you** for **your** loss of rent and the payment by **us** to **you** is made later than the date upon which **you** would normally have expected to receive the rent from a lessee, **we** will pay a further sum representing the investment interest lost to **you** during the delay period.

Provided that:

a. the assessment of the interest lost will be at a rate of not more than 2% above the European Central Bank refi (refinancing) rate applying during the **indemnity period**;

b. **our** liability in total in any one **period of insurance** will in no case exceed 200% of the **sum insured** specified against the relative item or any **limit of liability** stated in this section whichever is the lower.

9. Managing agents' premises

The insurance by each item on rent is extended to include loss as insured resulting solely from **damage** by any of the covers insured to buildings or other property at any location in the **territorial limits** owned or occupied by **your** managing agents for the purposes of their business as a result of which **rent receivable** by **you** is reduced.

10. New business

For the purpose of any claim arising from an **incident** occurring before the completion of the first year's trading of the **business** at the **premises**, the term "standard rent receivable" will be defined as follows.

Standard rent receivable

The proportional equivalent for a period equal to the **indemnity period** of the **rent receivable** realised during the period between the start of the **business** and the date of the **incident**, to which adjustments will be made as may be necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** whether before or after the **incident** or which would have affected the **business** had the **incident** not occurred, so that the figures adjusted will represent as nearly as may be reasonably practicable the results which but for the **incident** would have been obtained during the relative period after the **incident**.

Section 2 – Business interruption

11. Vermin, defective sanitary arrangements, murder and suicide

We will pay for loss as insured caused by:

a) the discovery of vermin or pests at the **buildings** which causes restrictions on the use of the **buildings** on the order or advice of a competent public authority;

b) any accident causing defects in the drains or other sanitary arrangements at the **buildings** which causes restrictions on the use of the **buildings** on the order or advice of a competent public authority;

c) any occurrence of murder or suicide at the **buildings**.

For the purpose of this clause only:

a) the **indemnity period** will commence:

i) in the case of paragraph **c**) above with the occurrence or discovery of the **incident**;

ii) in the case of paragraphs **a**) and **b**) above with the date from which the restrictions on the **buildings** are applied;

iii) the **maximum indemnity period** any one loss is restricted to 3 months.

We will not be liable under this clause for:

i) any costs incurred in the cleaning, repair, replacement recall or checking of property;

ii) loss arising at **buildings** which are not directly affected by the occurrence or accident.

iii) more than €1,000,000 any one occurrence and in total during any one **period of insurance**.

12. Prevention of access

The insurance by each item on rent is extended to include loss as insured caused by prevention or hindrance of access to the **buildings** or prevention of use of the **buildings** following **damage** by any cover insured to property within a one-mile radius of **your premises**.

13. Professional accountants and legal fees clause

For each item on rent if any of the **buildings** suffer **damage**, **we** will pay the necessary charges payable by **you** and incurred with **our** consent to:

a. **your** professional accountants for producing information as may be required by **us** under the terms of Claims condition 2 applicable to property damage insurance and for reporting that the information is in accordance with **your** accounts;

b. **your** lawyers for determining **your** contractual rights under any rent cessor clause or insurance break clause contained in the lease but not for any other purposes in the preparation of any claim.

Section 2 – Business interruption

14. Public utilities

We will pay for loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** following any **damage** arising at any:

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

b. land based premises of the public gas supply undertaking or of any natural gas producer linked directly with it;

c. water works or pumping station of the public water supply undertaking; or

d. land based premises of the public telecommunications undertaking;

from which **you** obtain electricity, gas, and water or telecommunications services, all in the **territorial limits**.

We will not pay more than €5,000 any one loss or €15,000 in total in the **period of insurance.**

15. Rent free periods

If at the date of the **incident** the **premises** are under a rent free concession under the terms of the lease the **indemnity period** will be adjusted by adding the unexpired portion of the rent free period to the **maximum indemnity period**.

16. Rent of residential property

In the event that **buildings** occupied solely or partly for residential purposes suffer **damage** and no **sum insured** on rent for the residential portions has been allocated, then this insurance extends to include loss of rent including the cost of reletting and any additional expenditure as detailed above.

This extension will also cover **you** for any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

We will not pay under this provision more than 25% of the **sum insured** applicable to the residential **building** or residential portion of the **building** concerned.

17. Unlawful occupation

Loss as insured by this section is extended to include loss resulting from interruption of or interference with the **business** due to the access to or use of the **premises** being hindered or prevented due to the **premises** or property in the vicinity of the **premises** or any rights of way being:

a. occupied by terrorists or persons thought to be terrorists;
b. unlawfully occupied by third parties except in the course of a dispute between any employer and employee or group of workers; or
c. thought to contain or actually containing a harmful device provided that the Garda Siochana are informed.

We will not be liable for:

i) loss arising from any cause within **your** control;
ii) loss as a result of physical **damage** to property;
iii) loss which is the direct result of repairs or maintenance being carried out to property as a result of inherent defect or wear and tear;
iv) any **incident** involving prevention or hindrance of access to or use of the **premises** for less than 12 hours duration;
v) more than €10,000 any one occurrence.

Section 2 – Business interruption

Conditions applicable to this section

Included here are the conditions of the insurance that you need to meet as your part of this policy. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. The following conditions apply in addition to the General Conditions.

1. Alternative accommodation - reduction of loss

If, following **damage**, **you** use other premises to provide accommodation to **tenants**, the rent received from those **tenants** during the **indemnity period** will be taken into account in assessing any loss of rent.

2. Automatic reinstatement after a loss

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

a) **you** pay the appropriate additional premium for reinstatement of cover; and

b) **you** carry out any reasonable recommendations **we** put forward to prevent further loss.

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

3. Payments on account

Payments on account will be made to **you** for claims for loss of rent on the date upon which, but for the **damage**, the rent would have been due from the lessee.

4. Renewal

Before each renewal, **you** will provide **us** with the estimated **rent receivable** for the financial year most nearly concurrent with the ensuing year of insurance.

5. Service charges

Rent is deemed to include service charges unless otherwise stated in the **schedule**.

6. Savings

If any charge or expense payable out of rent will cease or reduce during the **indemnity period** following **damage**, the sum saved will be deducted from the amount otherwise payable under this insurance before the application of General condition 2. Average.

Section 2 – Business interruption

Appendix A – Rent receivable

Note 1
*To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of that tax.*

Note 2
For the purpose of these definitions any adjustment implemented for current cost accounting will be disregarded.

Additional definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** or any **endorsement** relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions section.*

Annual rent receivable

The **rent receivable** during the 12 months up to the date of the **incident**.

Standard rent receivable

The **rent receivable** during that period in the 12 months up to the date of the **incident** which corresponds with the **indemnity period**. **We** will adjust the figures as necessary to provide for trends or special circumstances affecting the **business** before or after the **incident** or which would have affected the **business** had the **incident** not occurred.

Claims - basis of settlement

The insurance by this item is limited to:

1. loss of **rent receivable**;

2. cost of reletting;

3. additional expenditure; and

4. accelerated reinstatement expenditure

and the amount payable will be:

a) for loss of **rent receivable**, the amount by which the **rent receivable** during the **indemnity period** will as a result of the **incident** fall short of the **standard rent receivable**;

b) for cost of reletting, the costs necessarily incurred during the **indemnity period** in reletting the **buildings** (including legal fees in connection with the reletting) solely due to the **damage**;

c) for additional expenditure, the expenditure (other than that recoverable under cost of reletting) necessarily incurred following **damage** solely to avoid or minimise the loss of **rent** during the **indemnity period** but not exceeding the amount of the reduction avoided by that expenditure;

d) for accelerated reinstatement expenditure, the further additional expenditure (other than that recoverable under cost of reletting or the additional expenditure) necessarily incurred following **damage** solely to avoid or minimise any loss of rent not recoverable by **you** under this or any other policy during the period of twelve months following the expiry of the **indemnity period** but not exceeding the loss of rent avoided during that period of twelve months by **you**;

less any sum saved during the **indemnity period** for the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced following the **incident**.

If the **sum insured** by this item is less than the **annual rent receivable** (proportionately increased where the **maximum indemnity period** exceeds twelve months) the amount payable will be proportionately reduced.

Section 2 – Business interruption

Our liability will in no case exceed:

1. for paragraph a) 200% of the estimated **rent receivable** stated in the **cover summary**;

2. for paragraphs b) – d), the **sum insured** stated in the **schedule** for any one item; or

3. for paragraphs a) – d) in total, 200% of the estimated **rent receivable** stated in the **schedule**.

Condition

Included here is the condition of the insurance that you need to meet as your part of this policy. If you do not meet this condition, we may need to reject a claim or a claim payment could be reduced. The following condition applies in addition to Section 2 Conditions and the General Conditions.

1. Return of premium

If the **rent receivable** earned (proportionately increased where the **maximum indemnity period** exceeds 12 months) during the accounting period of twelve months most nearly concurrent with any **period of insurance** as certified by **your** auditors is less than the **sum insured**, **we** will make a pro rata return of premium not exceeding 50% of the premium paid on the **sum insured** for the **period of insurance**. If any **incident** will have occurred giving rise to a claim under this section the return of premium will be made in respect only of so much of the difference as is not due to the **incident**.

Appendix B – Loss of book debts

Note 1
*To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this section will be exclusive of that tax.*

Note 2
For the purpose of these definitions any adjustment implemented for current cost accounting will be disregarded.

Additional definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** or any **endorsement** relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions section.*

Book debts

The financial amounts due to **you** but not yet paid for goods or services supplied by **you** to customers on a credit or hire purchase basis and for which they have accepted delivery.

Outstanding debit balances

Where there are monthly declarations, the total declared under the last statement adjusted for:

a) bad debts;

b) amounts debited (or invoiced but not debited) and credited to customer accounts in the period between the date to which the statement applied and the date of **damage**; and

c) any abnormal trade condition which had or could have a material effect on the **business**

OR

A reasonable estimate of the total outstanding debits at the date of the **damage** after adjustment for bad debts and as agreed between **you** and **us** provided that this estimate does not exceed 75% of the **sum insured** as set out in the **schedule**.

We will not pay more than €25,000 any one loss unless otherwise stated in the **schedule**.

Claims - basis of settlement

The insurance by this item is limited to the loss not exceeding the **sum insured** sustained by **you** for:

1. loss of **book debts**; and

2. additional expenditure

and the amount payable will be:

a) for loss of **book debts**, the amount of total **outstanding debit balances** less the total of amounts of **outstanding debit balances** traced or received;

b) for additional expenditure, the amount necessarily incurred solely due to the **incident** in order to trace and establish the amount of customer debit balances, but the amount payable under this heading will not exceed the additional amount that would have been payable under paragraph 1. above for loss of **book debts** if no increase in additional expenditure had been incurred.

Section 2 – Business interruption

Conditions

Included here are the conditions of the insurance that you need to meet as your part of this policy. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. The following conditions apply in addition to Section 2 conditions and the General Conditions.

1. Declaration

Within 30 days of the end of each calendar month, **you** will advise **us**, via **your** insurance agent, in writing of the total amount of **outstanding debit balances** as shown in **your** accounts. If you **do** not advise **us**, **we** will take the maximum **sum insured** as the total amount declared.

At the end of each **period of insurance** the actual premium will be calculated on the average amount insured i.e. the total of the amounts declared divided by the number of declarations. If the actual premium is greater than the first or annual premium paid, **you** will pay **us** the difference. If it is less, **we** will refund the difference to **you** but only up to one half of the first or annual premium paid.

2. Fire resisting cabinets

Your books of account and other business books or records in which **you** record customer accounts must be kept in fire resisting safes or cabinets when not in use.

Section 3 – Property owners liability

This section is optional and will only apply if shown as covered in your schedule

Additional definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** or any **endorsement** relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions section.*

Managing agent
The Managing Agent stated under 1. Parties to the Agreement of **the agreement**.

Property
Property which is both material and tangible.

Remediation
Remedying the effects of **pollution**.

The Agreement
PSRA/S43 Form D1-2014 Property Management Services Agreement for the Provision of Property Management Services.

Insuring clause

We will cover **you** under this section of the policy against:

1. all sums which **you** will become legally liable to pay as damages; and

2. **costs and expenses**

in the event of:

a) accidental **bodily injury** to any person other than any **employee**;

b) accidental loss of or damage to **property**;

c) accidental obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water; or

d) wrongful arrest or false imprisonment

occurring during the **period of insurance** and arising out of **your business** in the **territorial limits**.

Limit of liability

1. **Our** liability for all claims arising out of one original cause will not exceed the **limit of liability** detailed in the **schedule** irrespective of the number of claims or claimants.

2. **Costs and expenses** are payable in addition to the **limit of liability** detailed in the **schedule**.

Section 3 – Property owners liability

Extensions of cover – provided as standard

These extensions are in accordance with all other terms of this policy so far as they can apply unless otherwise stated.

1. Additional benefit

We will pay costs incurred with **our** consent for:

a) representation at any coroner's inquest or fatal injury inquiry for any death; or

b) defending in any court of summary jurisdiction any proceedings for any act or omission causing or relating to any event which may be the subject of cover under this section.

2. Compensation for court attendance

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

a) Any director or partner €250 per day

b) Any **employee** €100 per day

We will not pay more than €2,500 in total during any one **period of insurance**.

3. Contingent liability (non-owned vehicles)

We will cover **you** for legal liability for **bodily injury** and loss of or damage to **property** arising out of the use of any motor vehicle, which is not **your property** or leased or hired to **you** and is not provided by **you**, being used in connection with the **business**.

This cover does not apply for:

i) loss of or damage to the vehicle;

ii) **bodily injury** or **damage** to **property** while the vehicle is being driven by **you**;

iii) liability arising from circumstances in which it is compulsory for **you** to insure or provide security for the vehicle under government legislation; or

iv) a vehicle being used outside the **territorial limits**.

4. Contractual liability

We will cover **you** under this extension against liability for **bodily injury** or **damage** to **property** assumed by **you** to the extent that any contract or agreement entered into by **you** with any **principal** so requires, provided that:

a) the liability arises out of the performance by **you** of the contract or agreement;

b) the conduct and control of claims is vested in **us**;

c) nothing in this extension will increase **our** liability to pay any amount in excess of the **limit of liability** under this section.

5. Cross liabilities

If **you** comprise more than one party, **we** will treat each party as though a separate policy had been issued to each of them.

Nothing in this extension will increase **our** liability to pay any amount in excess of the **limit of liability** under this section.

6. Defective premises

We will cover **you** against liability for **bodily injury** or **damage** to **property** arising for any **premises** disposed of by **you**. This cover does not apply to any **costs or expenses** incurred in repairing, replacing or making any refund for any **premises**.

7. Discharge of liability

We may at any time pay to **you** or on **your** behalf:

a) the maximum **limit of liability** under this policy for any one loss;

b) the balance of the maximum **limit of liability** should any payments have already been made for claims arising out of the same loss; or

c) the balance of the maximum **limit of liability** in any one **period of insurance** if this is less than either of the amounts specified in paragraphs a) and b) due to any payments made in connection with any previous claims together with the amount of any legal costs incurred before the time of the payment

and **our** liability for any further payment arising out of or in connection with any losses will be fully discharged and at an end.

If the sum payable for any claim or claims occurring in connection with or arising out of any one source or original cause exceeds the **limit of liability** under this policy, **you** will pay:

i) the **excess**; and

ii) the proportion of the law costs payable to any claimants or incurred in the defence of any claim or claims for the loss which the **excess** bears to the total sum payable for those losses.

Section 3 – Property owners liability

8. Environmental statutory clean-up costs

We will pay for all sums including statutory debts that **you** are legally liable to pay for **remediation** or **clean-up** costs arising from environmental damage caused by **pollution** where liability arises under an environmental Directive, Statute or Statutory Instrument.

The following conditions apply:

a) liability must arise from **pollution** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**. All **pollution** which arises out of one incident will be deemed to have occurred at the same time the incident takes place;

b) **our** liability will not exceed €1,000,000 for any one loss and in total in any one **period of insurance** and will be the maximum **we** will pay inclusive of all **costs and expenses**. This limit will form part of and not be in addition to the **limit of liability** stated in the **schedule**.

c) **We** will not be liable:

i) for **remediation** or **clean-up** costs for **damage** to **your** land, **premises**, watercourses or bodies of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control;

ii) for primary, complementary or compensatory **remediation** costs for damage to **your** land, **premises**, watercourses or bodies of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control;

iii) for removal of any risk of an adverse effect on human health on **your** land, **premises**, watercourses or bodies of water whether owned, leased, hired tenanted or otherwise in **your** care, custody or control;

iv) for costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **remediation** starts;

v) for costs for prevention of imminent threat of environmental damage where costs are incurred without there being **pollution** caused by a sudden, identifiable, unintended and unexpected incident;

vi) for costs for the reinstatement or reintroduction of flora or fauna; or

vii) for fines or penalties of any kind.

9. Indemnity to directors and employees

In the event of any claim for which **you** would be entitled to receive cover under this policy being brought or made against:

a) any of **your** directors or **employees**; or

b) any officer, member or **employee** of **your** social, sports or welfare organisations, first aid, fire or ambulance services

we will cover them if **you** request it against any claim and any costs, charges and expenses in accordance with the following conditions:

i) the person must not be entitled to cover under any other insurance;

ii) the person must observe, fulfil and be bound by the terms, limitations and conditions of this policy as though they were **you**;

iii) **we** will not be liable under this extension unless **we** have the sole conduct and control of all claims;

iv) **our** total liability under this extension will not exceed the **limit of liability**.

10. Indemnity to principal

The indemnity granted under this section of the policy extends to where **you** request, any public or local authority or other principal for legal liability in respect of which **you** would have been entitled to indemnity under this policy if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement.

We will not be liable under this extension unless **we** have the sole conduct and control of all claims. **Our** total liability under this extension will not exceed the **limit of liability**.

11. Leased premises

We will cover **you** against liability for **damage** to premises or their fixtures or fittings which are leased to **you**. This cover does not apply for liability for

i) **damage** if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of an agreement; or

ii) the **excess** of €250.

12. Legal costs

In addition to the cover provided by this section, **we** will cover **you** for all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with **our** consent.

13. Libel and slander

We will cover **you** for legal liability to pay compensation and **costs and expenses** for claims made against **you** during the **period of insurance** arising from any act of libel or slander committed or uttered in good faith by **you** during the **period of insurance** in the course of the **business**.

This extension is in accordance with the following:

a. the cover granted by this extension will apply solely to **your** in-house and trade publications; and

b. **our** liability under this extension will not exceed €250,000 in any one **period of insurance**.

14. Management liability

We will cover loss or damage **you** sustain and/or the amount of damages which **you** are legally liable to pay as a result of **your** legal responsibilities for the management, maintenance and repair of common areas of the property set out in Schedule 1 of **the agreement**, occurring during the **period of insurance**.

We will also insure under this section, the **managing agent you** have appointed to carry out those legal responsibilities specified in above.

However **we** will only provide cover to the **managing agent** for their responsibilities which are listed under the "Property Services to be Provided" clause 4. and Schedule II of **the agreement**, which are carried out on **your** behalf.

If a claim is made against the **managing agent** for legal liability arising or damage occurring due to any disrepair, defect or danger, whether hidden, or not **we** will cover this loss under this section, providing there are no exclusions which would apply regardless of **the agreement**.

If a claim is made against the **managing agent** for legal liability arising or damage occurring due to **your** failure to provide sufficient money, give proper instructions or correct decisions to enable the **managing agen**t to carry out their obligations under **the agreement**, **we** will cover this loss under the section, providing there are no exclusions which would apply regardless of **the agreement**.

How much we will pay

The maximum **we** will pay for any one loss or series of losses arising from one original source or cause is the **limit of liability** shown in the **schedule**.

You must pay the relevant **excess** shown in the **schedule**.

At any stage of a claim, **we** can pay **you** the applicable **limit of liability** or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim or loss.

Conditions

a. In the event of termination of **the agreement**, **you** should notify **us**, via **your** insurance agent, as soon as reasonably practicable.

b. In the event of **a claim aris**ing under this extension of cover, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against the **managing agent**.

c. Any claim made under this extension must be made by an independent third party.

Exclusions

All General and section exclusions apply to this extension of cover, and references in those exclusions to **you your** or **insured**, will be deemed to include **your managing agent.** In addition, this extension will not cover:

i) any claims arising because of the wilful act or neglect of **your managing agent**.

ii) any claim relating to any actual or alleged libel or slander;

iii) accounting or arithmetical error or omission or unexplained shortage;

iv) any default of non-payment of any loan or credit agreement;

v) any expenses incurred in establishing the amount of any financial loss suffered by **you** or the **managing agent**;

vi) any loss of interest, loss of profit or any loss which happens as a result of, or is a side effect of, an event for which **you** are insured;

vii) gaining of financial advantage to which **you** or the **managing agent** were not entitled, including the repayment of any wrongfully received monies;

viii) claims or circumstances that have been reported under any policy existing or expired

before the effective date of this section of the policy;

ix) prior or pending litigation or proceedings (including allegations deriving from the same or essentially the same facts) involving **you** or the **managing agent**.

15. Personal liability overseas

This policy applies to the personal liability of any of **your** directors or **employees** or any member of their family whilst accompanying them during temporary visits anywhere in the world in connection with **your business**.

This extension does not apply to:

i) legal liability arising from:

a) any agreement or contract unless liability would have existed otherwise;

b) the ownership or occupation of land or buildings;

c) the carrying on of any trade or profession; or

d) the ownership, possession or use of fire arms (other than sporting guns), mechanically propelled vehicles, craft designed to travel through air or space, hovercraft, watercraft or animals of a dangerous species;

ii) **damage** to property owned or held in trust by any of **your** directors, **employees** or any members of their family;

iii) liability more specifically insured under any other insurance;

iv) legal liability for accidental death or personal injury to any of **your** directors, **employees** or members of their family.

This extension is in accordance with the following:

a) any person covered under this extension will observe, fulfil and be in accordance with the terms, limitations and conditions of this policy as if they were **you**;

b) **we** will not be liable under this extension unless **we** have the sole conduct and control of all claims;

c) **our** total liability under this extension will not exceed the **limit of liability**.

16. Personal representatives

In the event of **your** death, the cover provided by this policy will apply to **your** personal representatives for liability incurred by **you**. Any personal representatives will observe, fulfil and be in accordance with the terms, limitations and conditions of this policy as though they were **you**.

Condition – applicable to this section

Included here is a condition of the insurance that you need to meet as your part of this policy. If you do not meet this condition, we may need to reject a claim or a claim payment could be reduced. The following condition applies in addition to the General Conditions.

1. Use of heat

It is a condition of **our** liability under this section that the following precautions are complied with on each occasion that the use or application of heat as defined below takes place on **your** own **premises**.

a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers.

i) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.

ii) At least 2 adequate and appropriate portable fire extinguishers in proper working order must be kept in the immediate area of the work and used immediately smoke or smouldering or flames are detected.

iii) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.

iv) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use.

v) A person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames.

Sub-paragraph v) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

b) **Use of asphalt, bitumen, tar, pitch or lead heaters**

The heating must be carried out in the open in a vessel designed for the purpose and if carried out on a roof the vessel must be placed on a non-combustible heat insulating base.

Exclusions

The following specific exclusions apply in addition to the General Exclusions

We will not cover **you** under this section against liability:

1. for **damage** to **property** belonging to **you** or in the custody or control of **you** or any **employee** other than:

a) **property** including motor vehicles belonging to an **employee** or visitor;

b) any premises or their contents which are temporarily occupied by **you** for the purpose of carrying out work in or to the premises.

2. arising from the ownership, possession or use under the control of **you** or any **employee** of any mechanically propelled vehicle in circumstances where compulsory insurance is required;

3. arising out of the ownership, possession or use by **you** or on **your** behalf of any aircraft or other aerial devices, hovercraft, offshore installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways);

4. arising from any products after they have ceased to be in **your** custody or control other than food or drink for consumption on **your premises**;

5. caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or **damage** to **property**;

6. caused by or arising out of liquidated damages clauses, penalty clauses or performance warranties unless liability would have attached in the absence of those clauses or warranties; (Liquidated Damages means damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made)

7. caused by or arising out of **pollution**.

But **we** will cover **you** against liability for accidental **bodily injury** or accidental **damage** to **property** caused solely by **pollution** which results from a sudden, identifiable, unintended and unexpected incident and the incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that:

a) all **pollution** which arises out of any one incident will be deemed to have occurred at the time the incident takes place;

b) nothing in these provisos will increase **our** liability to pay damages, costs, fees and expenses in excess of the **limit of liability** in the **schedule** in total for any one **period of insurance**.

Section 4 – Employers liability

This section is optional and only applies if shown as insured in the schedule

Insuring clause

We will cover **you** against:

1. all sums which **you** will become legally liable to pay as damages; and

2. **costs and expenses**

in the event of **bodily injury** sustained by any **employee** which arises out of and in the course of their employment by **you** in the **business** and which is caused:

a) in the **territorial limits**;

b) elsewhere in the world for temporary non-manual visits by any **employee** provided that the **employee** is normally resident in the **territorial limits.**

Limit of liability

Our total liability payable to any claimant or any number of claimants for or arising out of any one loss or all losses of the series consequent on or attributable to one source or original cause will not exceed the amount specified in the **schedule**.

The **limit of liability** will be the maximum amount payable including **costs and expenses**.

Extensions of cover – provided as standard

These extensions are in accordance with all other terms of this policy so far as they can apply unless otherwise stated.

1. Compensation for court attendance

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

a)	Any director or partner	€250 per day
b)	Any **employee**	€100 per day

with a maximum total limit in any one **period of insurance** of €2,500.

2. Contractual liability

We will cover **you** under this section against liability for **bodily injury** assumed by **you** to the extent that any contract or agreement entered into by **you** with any **principal** so requires provided that:

a) the liability arises out of the performance by **you** of a contract or agreement;

b) the conduct and control of claims is vested in **us**;

c) the cover granted will apply only for liability to any **employee**;

d) nothing in this extension will increase **our** liability to pay any amount in excess of the **limit of liability** under this section.

Section 4 – Employers liability

3. Cross liabilities

If **you** comprise more than one party, **we** will treat each party as though a separate policy had been issued to each of them.

Nothing in this extension will increase **our** liability to pay any amount in excess of the **limit of liability** under this section.

4. Indemnity to principal

The indemnity granted under this section of the policy extends to where **you** request, any public or local authority or other **principal** for legal liability in respect of which **you** would have been entitled to indemnity under this policy if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement.

We will not be liable under this extension unless **we** have the sole conduct and control of all claims. **Our** total liability under this extension will not exceed the **limit of liability**.

5. Injury to partner or proprietor

For **bodily injury** to any partner or proprietor named in the **schedule** as the policyholder, **we** will deem them to fall within the definition of **employee** with the following conditions:

a) **bodily injury** arises out of and in the course of **your business**;

b) **bodily injury** is caused by another partner or **employee** working for **you** in connection with **your business**; and

c) the partner or the proprietor has a valid right of action against the party responsible for **bodily injury**.

6. Solicitors' fees

We will pay solicitors' fees incurred with **our** consent for:

a) representation at any coroners' inquest or fatal injury inquiry for any death; and

b) defending in any court of summary jurisdiction any proceedings for any act or omission causing or relating to any loss.

which may be the subject of cover under this section.

7. Unsatisfied court judgements

In the event that:

a) a judgement for damages is obtained against any company or individual operating from premises within the **territorial limits**, by any **employee** for **bodily injury** caused during any **period of insurance** arising out of and in the course of their employment by **you** in the **business** and

b) it remains unsatisfied in whole or in part six months after the date of that judgement

we 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 **us** will only be for **bodily injury** which would otherwise be within the scope of cover of this section of the policy;

iii) any payment made by **us** will only be for liability for which **you** would have been entitled to cover under this section of the policy if the judgement had been made against **you**; and

iv) **we** will be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or their personal representatives will give all information and assistance required.

Exclusions - applicable to this section

The following specific exclusions apply in addition to the General Exclusions

1. **We** will not cover **you** under this section against liability for **bodily injury** to an **employee** in circumstances where compulsory insurance or security is required under government legislation.

2. **We** will not cover **you** under this section against liability arising **offshore**.

Prosecution defence costs applicable to sections 3 and 4

Additional definitions

*The following words will have the same meaning wherever they appear in this section of the policy or in the **schedule** or any **endorsement** relating to this section. To help identify these words they will appear in **bold** in the section wording. Please also refer to the General definitions.*

Applicable legislation

a) Safety, Health and Welfare at Work Act 2005 or similar legislation in the Republic of Ireland;

b) The Consumer Protection Act 2007.

Appointed advisor

The solicitor, accountant, mediator or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this section.

Costs and expenses (this definition replaces the General definition of costs and expenses for this section only)

Legal costs, fees and disbursements necessarily and proportionately incurred by the **appointed advisor** on the **standard basis** and agreed in advance by **us**.

Insured person

a) **You** and **your** directors, partners, managers, officers and the **employees** of **your business**.

b) The estate, heirs, legal representatives or assigns of any persons mentioned in a) in the event of the person dying.

c) Any other person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

Reasonable prospects of success

In criminal prosecution claims where the **insured person**:

a) pleads guilty, a greater than fifty per cent chance of the **insured person** successfully reducing any sentence or fine;

b) pleads not guilty, a greater than fifty per cent chance of that plea being accepted by the court.

Standard basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been necessarily incurred.

Insuring clause

We will pay the **insured person**'s **costs and expenses** up to €1,000,000 in total during the **period of insurance** for all claims related by time or original cause including the cost of appeals, for:

a) the defence of any criminal proceedings brought against **you** for an offence or breach, whether actual or alleged, of any **applicable legislation**;

b) any prosecution costs awarded against **you** arising from those proceedings described in a) above;

c) **costs and expenses** incurred with **our** consent for **your** legal representation at an inquiry ordered under any **applicable legislation**;

d) appeals against improvement and prohibition notices incurred with **our** consent.

Prosecution defence costs applicable to sections 3 and 4

Provided that:

1. the claim arises in connection with **your business** and occurs within the **territorial limits**;

2. the claim always has **reasonable prospects of success**; and

3. the prosecution or proceedings relate to an offence alleged to have been committed during the **period of insurance**.

Conditions - applicable to this section

Included here are the conditions of the insurance that you need to meet as your part of this policy. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. **The following conditions apply in addition to the Conditions for Sections 3 & 4 and the General Conditions.**

1. Acts of parliament, statutory instruments, civil procedure rules and jurisdiction

All legal instruments and rules referred to within this section of the policy include equivalent legislation in the Republic of Ireland, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any later amendment or replacement legislation.

2. Consent

The **insured person** must agree to **us** having sight of the **appointed advisor**'s file relating to the **insured person**'s claim. The **insured person** is considered to have provided consent to **us** or **our** appointed agent to have sight of the **appointed advisor**'s file for auditing and quality and cost control purposes.

3. Freedom to choose an appointed advisor

a) **We** will choose the **appointed advisor**; however, the **insured person** is free to choose an **appointed advisor** if they wish.

b) Where the **insured person** wishes to exercise their right to choose, they must write to **us** (by e-mail, fax or letter) with their preferred representative's contact details. If the **insured person** does choose their own **appointed advisor**, the amount payable for their services will be on the basis of **our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **we** agree, **our** agreement not to be unreasonably withheld.

c) If the **insured person** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement or if the **appointed advisor** refuses with good reason to continue acting for the **insured person**, cover will end with immediate effect.

4. Barrister's opinion

At any time **we** may seek an independent barrister's opinion as to the **reasonable prospects of success** in defending the prosecution.

If the opinion is that a "not guilty" plea does not have a **reasonable prospect of success** then **we** will advise **you** of that opinion.

Should **you** elect to continue with a "not guilty" plea then **we** will withdraw **our** support for the **insured person**'s defence and be under no further obligation to cover **you** for any costs incurred from the date of **your** refusal to accept that opinion, unless **you** obtain an independent barrister's opinion at **your** own expense which contradicts the opinion that **we** have obtained, in which case **we** will ask the chairperson or vice-chairperson of the bar

council to appoint a queen's counsel to give a final opinion, at **our** expense, as to the prospects of success in defending the prosecution.

If the opinion of the queen's counsel agrees with the **insured person**'s barrister's opinion then **we** will continue to support the **insured person**'s defence, but if it does not **we** will withdraw **our** support for the **insured person** and be under no further obligation to cover the **insured person**'s costs incurred from the date of the queen's counsel final opinion.

This does not affect the **insured person**'s right under the Arbitration clause contained within the Claims conditions section.

5. The insured person's responsibilities

An **insured person** must:

a) tell **us**, via **your** insurance agent, as soon as is practicably possible of anything that may make it more costly or difficult for the **appointed advisor** to resolve a claim in their favour;

b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them;

c) take reasonable steps to recover **costs and expenses** and pay them to **us**; and

d) keep **costs and expenses** as low as reasonably possible.

Exclusions applicable to this section

The following specific exclusions apply in addition to exclusions for Sections 3 & 4 and the General Exclusions

We will not be liable under this section for any claim arising from or relating to:

1. Costs and expenses incurred without consent

costs and expenses incurred without **our** consent;

2. Fines & penalties

fines or penalties of any kind;

3. Prior losses

any actual or alleged act, omission or dispute happening before, or existing at the commencement of the **period of insurance**, and which the **insured person** knew or ought reasonably to have known could lead to a claim; and

4. Legal expenses insurance

costs and expenses incurred as a result of any criminal proceedings, appeals or inquiries which arise independently of any legal liability **you** may have to pay damages.

Data protection and privacy cover

Cover provided as standard

This cover operates on a claims-made basis. This means that **we** will only provide cover for claims or circumstances made against **you** and notified to **us** during the **period of insurance**.

Additional definitions

Costs and expenses (applicable to this cover only)

a) All cost and expenses incurred by **you** with **our** written consent for any claim against **you** which may be covered under this **endorsement**.

b) Claimants costs and expenses arising for any claim against **you** which may be covered under this section of the policy.

GDPR

General Data Protection Regulation and any enabling data protection legislation.

Insuring clause

We will cover **you** for **your** liability to pay compensation including **costs and expenses** arising directly from a claim made against **you** for breach of the **GDPR** or any amending legislation, caused in connection with the **business** during the **period of insurance**.

Provided that the claim is first made against **you** and notified to **us** during the **period of insurance**.

Limit of Liability

We will pay **€250,000** for all claims made including **costs and expenses** during the **period of insurance**.

Conditions – applicable to this section

Included here are the conditions of the insurance that you need to meet as your part of this contract. If you do not meet these conditions, we may need to reject a claim or a claim payment could be reduced. In some circumstances your policy may not be valid. The following conditions apply in addition to the General Conditions.

1. **a)** For the purposes of this Data Protection and Privacy cover, any Other insurance clause contained in **your** policy will not apply and will instead be replaced by either b) or c) as shown below, as may be applicable:

b) **We** will have no liability to pay any sum under this additional cover if cover for that sum is payable under another policy issued to **you** by **us** (or would be but for the exhaustion of the limit of liability or the application of the excess amount under that other policy).

c) If the liability which is being claimed for under this additional cover is covered by any other Insurer **we** will not pay more than **our** proportionate share.

2. **You** must have in place an appropriate procedure to detect, report and investigate a personal data breach before making a claim under this Data Protection and Privacy cover.

Data protection and privacy cover

Exclusions – applicable to this section

The following specific exclusions apply in addition to the General Exclusions

We will not cover any claim arising from or relating to:

1. the costs of rectifying, rewriting, replacing, reinstating or erasing personal data as defined in the **GDPR**;

2. the payment of fines or penalties;

3. refund of monies paid to **you** by any claimant;

4. liability arising solely because **you** did not comply with **your** legal obligations set out under the **GDPR**;

5. any cover relating to Data Protection legislation which may have applied or does apply to a previous or concurrent policy which is referenced under a DIC/DIL (Difference in Cover / Difference in Limits) clause or similar, which is in excess of the cover available under this **endorsement**;

6. any actual or alleged act, omission or dispute happening before, or existing at the start of this Data Protection and Privacy cover, and which **you** knew or ought reasonably to have known could lead to a claim;

7. any deliberate act by **you** or any director, partner or **employee** of **yours**;

8. indirect losses or any loss which happens as a result of, or is a side effect of, an event for which **you** are insured.