

Zurich Commercial Property Insurance

Policy document



Contents

The Contract of Insurance	3
General Definitions	4
General Conditions	5
General Claims Conditions	7
General Exclusions	9
Material Damage Section	11
Business Interruption Section	22
Book Debts	28
Complaints Procedure	30
Data Protection	30

The Contract of Insurance

Commercial Property Policy

The Policy, Schedule and any endorsements should be read as if they are one document. The Policy is a contract between **You** and **Us**.

We will insure **You** under those Sections shown in the Schedule during any period of insurance for which **We** have accepted **Your** premium provided all the terms and conditions of the Policy are kept.

Other than where expressly provided in this Policy, compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to **Your** right to recover under this Policy.

For **Your** own protection **You** are recommended to read **Your** Policy and all its conditions to ensure that it is in accordance with **Your** intentions. **We** would draw **Your** attention specifically to the General Exclusions Section of the Policy; the exclusions set out in each Section of the Policy; and the Retention condition of the Material Damage Section of the Policy.

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

- information provided in any proposal, or otherwise in response to specific questions asked by **Us**;
- information provided and recorded in any Statement of Fact issued to **You**;
- any declarations made by **You** or on **Your** behalf; and/or
- any additional information voluntarily provided.

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

If **Your** Policy does not meet **Your** needs, please let **Us** or **Your** broker or agent know immediately.

Law Applicable to the Contract

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

General Definitions

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

Damage or Damaged

Shall mean physical loss or destruction of or damage to the property insured.

Consequential Loss

Shall mean loss resulting from interruption of or interference with the **Business** carried on by **You** at the premises in consequence of loss or destruction of or damage to property used by **You** at the premises for the purpose of the **Business**.

Continuing Restrictive Condition

Shall mean any condition in this Policy, however expressed, that purports to require **You** to do, or not to do, a particular act or acts, or requires **You** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

Defined Peril

Shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

Business

Shall mean the **Business** or profession stated in the Schedule and/or Statement of Fact and none other for the purpose of this insurance.

Employee

Shall mean:

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any labour master or labour only subcontractor or persons supplied by any of them
- (c) any self employed person
- (d) any person under a work experience scheme
- (e) any person hired or borrowed by **You**

working for **You** in connection with the **Business**.

We, Us, Our, Insurer

Zurich Insurance Europe AG ('Zurich').

You, Your

Shall mean the person, people, company, firm or other legal entity named as the Insured in the Schedule and/or Statement of Fact.

General Conditions

1. Interpretation

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

2. Duty to Comply with Policy Conditions

You must comply with the terms, limitations, exclusions, conditions and endorsements of this Policy so far as they relate to anything to be done or complied with by **You**, to include **You** cooperating with **Us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Other than where expressly provided in this Policy, **Your** compliance with the terms, limitations, exclusions, conditions and endorsements of this Policy shall be a condition precedent to any liability on **Our** behalf to make any payment under the Policy.

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

3. (1) Pre-Contractual Representations

You acknowledge and accept the following:

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

(2) Remedies for Misrepresentation

- (a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **You** or on **Your** behalf involves a negligent misrepresentation, the remedy available to **Us** shall reflect what **We** would have done had **We** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
 - (i) if **We** would not have entered into the Policy on any terms, **We** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - (ii) if **We** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **We** so require;
 - (iii) if **We** would have entered into the Policy, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on the relevant claim.
- (b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **We** may either:
 - (i) give **You** notice that in the event of a claim **We** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
 - (ii) terminate the Policy by giving reasonable notice.
- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **You** involves a fraudulent misrepresentation, or where **Your** conduct (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **We** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

4. Alteration of Risk

You must tell **Us** immediately of any changes to the following provided by **You** to **Us** prior to the commencement or renewal of this Policy:

- (a) the information provided in any Proposal Form or otherwise in response to specific questions asked by **Us**;
- (b) the information provided and recorded in any Statement of Fact issued to **You**;
- (c) the declarations made by **You** or on **Your** behalf of; and/or
- (d) any additional information voluntarily provided.

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

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

5. Precautions by the Insured

You shall:

- (a) take all reasonable precautions for the safety of the property insured
- (b) at all times exercise reasonable care in ensuring that the premises, ways, plant and machinery are maintained in a satisfactory state of repair and fit for the purpose for which they are used and that all reasonable safeguards against accident are provided and used
- (c) take all reasonable precautions to prevent loss, destruction, **Damage**
- (d) comply with all statutory requirements or other obligations and regulations imposed by any Authority
- (e) on the discovery of any defect in the premises, ways, plant and/or machinery cause such additional precaution to be taken as the circumstances may require until such defect has been remedied

6. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- (a) **You** breach any such term; and
- (b) during the period of breach **You** suffer a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **You**

We will have no liability for the loss.

7. Premium Adjustment

If any part of the premium is calculated on estimates furnished by **You**, **You** shall

- (a) Keep an accurate record containing all particulars relative thereto.
- (b) If requested allow **Us** to inspect such records.

8. Cancellation

- (a) **We** may cancel **Your** Policy or any Section thereof by giving 14 days' notice by registered post to **You** at **Your** last known address and in such event, **You** shall become entitled to a return of a proportionate part of the premium (provided the premium has been paid to **Us**) corresponding to the unexpired period of insurance.
- (b) **You** may cancel **Your** Policy or any Section thereof at any time by giving **Us** notice in writing. If **You** cancel **Your** policy within the 'Cooling off Period' (14 working days after the inception or renewal date) **You** will be entitled to a return of a proportionate part of the premium (provided the premium has been paid to **Us**) corresponding to the unexpired period of insurance. However, **You** will not be entitled to a refund of the premium if **You** have made a claim during the current period of insurance or if **You** cancel **Your** Policy outside the 'Cooling off Period'.

9. Instalment Premium Clause

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

10. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

11. Insurance Act 1936

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

12. Currency

It is understood and agreed that the currency of all premiums, sums insured, indemnities and excesses shown in the Schedule of this Policy or any Renewal Notice or endorsement relating thereto shall be deemed to be Euro.

General Claims Conditions

1. Action By You

- A. In the event of **Damage** You shall:
- (a) notify **Us** immediately
 - (b) notify the Gardai/Police Authority immediately it becomes evident that any **Damage** has been caused by malicious persons
 - (c) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**
 - (d) deliver to **Us** at **Your** expense:
 - (i) full information in writing of the property lost destroyed or **Damaged** and of the amount of **Damage**
 - (ii) details of any other insurances on any property hereby insured
within 30 days after such **Damage** (7 days in the case of **Damage** caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as **We** may allow
 - (iii) all such proofs and information relating to the claim as may reasonably be required, and
 - (iv) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- B. In the event of any **Damage** which may consequently give rise to a claim under the Business Interruption Section of this Policy **You** shall:
- (a) notify **Us** immediately
 - (b) deliver to **Us** at **Your** expense within 7 days of its happening full details of **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
 - (c) with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with **Your Business** or to avoid or diminish the loss.
- C. In the event of a claim being made under the Business Interruption Section of this Policy **You** at **Your** own expense shall:
- (a) not later than 30 days after the expiry of the Indemnity Period or within such further time as **We** may allow, deliver to **Us** in writing particulars of **Your** claim together with details of all other insurances covering property used by **You** at the premises for the purpose of the **Business** or any part of it or any resulting **Consequential Loss**, and
 - (b) deliver to **Us** such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by **Us** for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

2. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **You** either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (Fraudulent Claim) **We** shall be entitled to:

- (a) refuse to pay the claim; and
- (b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination **We** shall refuse all liability to **You** under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and **We** need not return any of the premiums paid under the Policy.

3. Salvage

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

No property may be abandoned to **Us** whether taken possession of by **Us** or not.

4. Arbitration

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

5. Death of the Insured

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

6. Right to Settle

We shall have the right to settle a claim by:

- (a) the payment of money.
- (b) reinstatement or replacement of the property lost or **Damaged**.
- (c) repair of the property lost or **Damaged**.

If **We** decide upon reinstatement, replacement or repair **We** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.

If any property is to be reinstated or repaired **You** shall at **Your** own expense provide all such plans, documents, books and information as may reasonably be required.

We shall not spend on any one item, more than its sum insured.

7. Other Insurances

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

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

8. Subrogation

For the purposes of this clause only, the expression "Insured Person" shall mean **You** and any other person entitled to be indemnified under this Policy.

Save as provided below, **We** shall be entitled to take the benefit of any rights of the Insured Person against any other party before or after the Insured Person has received indemnification under this Policy and the Insured Person shall give all assistance as may be reasonably required by **Us**.

This clause applies where **We** have the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, **We** do not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, **We** may not recover from the other person an amount greater than the amount that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, **We** will not exercise **Our** right of subrogation against an **Employee** except where the loss was caused by an **Employee** intentionally or recklessly and with knowledge that the loss would probably result.

General Exclusions

1. Nuclear and Radioactive Risks

This Policy does not cover **Damage** or **Consequential Loss** to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any **Consequential Loss** of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations 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 properties of any explosive nuclear assembly or nuclear component thereof

2. Liquidation

This Policy shall be avoided if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued.

3. War and Terrorism

This Policy excludes **Damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism.

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

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

If **We** allege that by reason of this exclusion, any, **Damage**, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **You**.

4. Date Recognition

This Policy does not cover **Damage** or **Consequential Loss** of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Insured or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

- (a) to correctly recognise any date as its true calendar date
- (b) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date but in respect of all insurances this shall not exclude subsequent **Damage** or **Consequential Loss** (not otherwise excluded) which itself results from a "**Defined Peril**" otherwise covered by this policy.

For the purpose of this exclusion, the following special meaning shall apply:

Defined Peril shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or goods falling therefrom or animal.

5. Communicable Disease

This Policy excludes any **Damage**, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

- (a) a Communicable Disease; or
- (b) the fear or threat (whether actual or perceived) of a Communicable Disease

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

For the purposes of this exclusion, **Damage**, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- (a) for a Communicable Disease; or
- (b) any property insured hereunder that is affected by such Communicable Disease.

For the purposes of this exclusion, Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- (iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

This exclusion does not however apply to any loss expressly covered under the extensions applicable to the Business Interruption Section titled Notifiable Diseases, Vermin, Defective Sanitary Arrangements, Murder, Suicide, Rape Endorsement (noted in the Schedule if operative).

6. Cyber

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

Definitions applicable to Cyber Exclusion:

- (i) **Cyber Loss** means any **Damage**, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- (ii) **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- (iii) **Cyber Incident** means:
 - (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- (iv) **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.
- (v) **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**.
- (vi) **Data Processing Media** means any property insured by this Policy on which **Data** can be stored but not the **Data** itself.

7. Northern Ireland

This Policy does not cover **Damage** or **Consequential Loss** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of **Damage** by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

8. Sanctions

Notwithstanding any other terms of this Policy **We** will be deemed not to provide cover nor will **We** make any payment or provide any service or benefit to **You** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **Yours** would violate any applicable trade or economic sanctions law or regulation.

9. Sonic Bangs

This Policy does not cover **Damage** or **Consequential Loss** to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any **Consequential Loss** of whatsoever nature directly or indirectly caused by or contributed to by or arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

10. Excess

We will not be liable for the excess (if applicable and stated within the Policy Document or Schedule) in respect of each and every claim under this Policy.

Material Damage Section

This Section is only operative if stated in the Schedule.

Definitions

Buildings

Buildings at the locations described in the Schedule, including:

- (a) landlord's fixtures and fittings therein and thereon
- (b) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture
- (c) walls, gates and fences around and pertaining thereto
- (d) foundations
- (e) drains, sewers, tanks, flues, pipes, tunnels, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains including telephone, gas, water and electric instruments, meters, piping, cabling and the like
- (f) adjoining and specifically associated yards, car parks, roads, pavements and forecourts all constructed of solid materials the property of **You** or for which **You** are responsible.

Plant, Machinery, Fixtures and Fittings

Machinery, Plant and All Other Contents in or on the described premises and in the open adjoining **Your** property or held in trust by **You** for which **You** are responsible excluding property described under **Buildings, Stock** and property more specifically insured.

It is agreed that the term All Other Contents is understood to include:

- (a) tenants' improvements alterations and decorations
- (b) so far as they are not otherwise insured, employees' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €650 in respect of any one person
- (c) contents of outbuildings
- (d) contents in the open yards

The term All Other Contents excludes:

- (a) landlord's fixtures and fittings
- (b) **Stock** and materials in trade
- (c) money and stamps (including National Insurance stamps) exceeding €1,500 in total
- (d) documents manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- (e) computer systems records except for an amount not exceeding €1,275 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- (f) any expense in connection with the production of information to be recorded in documents manuscripts business books or computer systems records
- (g) any amount exceeding €1,275 in respect of any one pattern model mould plan or design or set of same
- (h) vehicles licensed for road use including accessories thereon.

Stock

Stock and materials in trade in or at the described premises and in the open adjoining the property of **You** or held by **You** in trust for which **You** are responsible.

Tenants Improvements

Tenant's improvements and decorations for which **You** are responsible at the premises situate as described in the Schedule.

Miscellaneous Items

As described under the heading Miscellaneous in the Schedule.

Cover

If any of the property insured described in the Schedule suffers **Damage** at the premises by any cause not herein excluded **We** will in accordance with the provisions of the insurance pay to **You** the amount of loss or at **Our** option reinstate or replace such property provided that **Our** liability under this Section shall not exceed:

- (i) in the whole the total sum insured or in respect of any item its sum insured at the time of the **Damage**
- (ii) the sum insured remaining after deduction for any other **Damage** occurring during the same period of insurance, unless **We** have agreed to reinstate any such sum insured.

Exclusions applicable to Material Damage Section

This Section does not cover:

1. Faulty or Defective Workmanship, Wear and Tear and Steam Pressure Exclusions

Damage caused by or consisting of:

- 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- 1.2 faulty or defective workmanship, operational error or omission, on **Your** part or the part of any of **Your Employees**
- 1.3 the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **You** or under **Your** control

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

2. Miscellaneous Damage Exclusion

Damage caused by or consisting of:

- 2.1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- 2.2 change in temperature colour flavour texture or finish

Damage consisting of:

- 2.3 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- 2.4 mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude:

- (a) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss destruction or damage
- (b) subsequent **Damage** which itself results from a cause not otherwise excluded

3. Pollution or Contamination Exclusion

Damage caused by pollution or contamination but this shall not exclude **Damage** to the property insured, not otherwise excluded, caused by:

- (a) pollution or contamination which itself results from a **Defined Peril**
- (b) a **Defined Peril** which itself results from pollution or contamination

4. Subsidence, Landslip and Ground Heave Exclusion

Damage caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip:

- (a) in respect of land insured hereby unless also affecting a Building insured hereby
- (b) caused by or consisting of:
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or the use of defective materials
- (c) which originated prior to the inception of this cover

(d) resulting from:

- (i) demolition, construction, structural alteration or repair of any property
- (ii) groundwork or excavation

at the same premises

5. Dishonesty and Fraud Exclusion

Damage caused by or consisting of acts of fraud or dishonesty

6. Unexplained Loss Exclusion

Damage caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information

7. Collapse Exclusion

Damage to a **Building** or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded

8. Property in the Open Exclusion

Damage in respect of moveable property in the open, fences and gates caused by wind rain hail sleet snow flood or dust

9. Process Exclusion

Damage:

- 9.1 caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- 9.2 (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

10. Unoccupied Building Exclusion

Damage caused by:

- 10.1 freezing
- 10.2 escape of water from any tank apparatus or pipe
- 10.3 (other than by fire or explosion) malicious persons not acting on behalf of or in connection with any political organisation in respect of any **Building** which is empty, vacant or not in use for more than 30 consecutive days

11. Money and Valuables Exclusion

Damage in respect of:

- 11.1 jewellery precious stones precious metals bullion furs curiosities works of art or rare books
 - 11.2 glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
 - 11.3 money cheques stamps bonds credit cards or securities of any description
- other than such **Damage** caused by a **Defined Peril** in so far as it is not otherwise excluded

12. Property in Transit Exclusion

Damage in respect of property in transit other than such **Damage** caused by a **Defined Peril** in so far as it is not otherwise excluded

13. Motor Vehicle and Other Property Exclusion

- 13.1 vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - 13.2 property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - 13.3 land roads pavements piers jetties bridges culverts or excavations
 - 13.4 livestock growing crops or trees
- unless specifically mentioned as insured by this Policy

14. Marine Policy Exclusion

property which at the time of the happening of **Damage** is insured by or would but for the existence of this Section be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

15. More Specific Insurance Exclusion

any property more specifically insured by **You** or on **Your** behalf

16. Consequential Loss Exclusion

Consequential Loss of any kind or description except loss of rent when such loss is included in the cover under this Section

17. Electrical Exclusion

Damage or destruction caused by fire to any electrical plant or fitting where the fire was occasioned by its self-ignition, overrunning, excessive pressure, short circuiting, self-heating or leakage of electricity, but this exclusion shall not apply in respect of any other plant or fitting caused by fire spreading from the original fire

18. Damage to Land Exclusion

any **Damage** to land other than for an amount of any loss of less than €25,000 in total in respect of **Your** land or for which **You** are responsible, to a depth of up to one metre, within the perimeter of the premises provided that such loss is not otherwise excluded

19. Theft or Attempted Theft Exclusion

Damage, caused by, consisting of or arising directly from theft or attempted theft:

- (a) unless it involves:
 - (i) breaking into or out of the **Buildings** of the premises by forcible and violent means; or
 - (ii) robbery or attempted robbery committed in the premises
- (b) to that part of the **Buildings** of the premises not occupied by **You**
- (c) to property on or in any garden, yard, open place or open sided building
- (d) by any person lawfully on the premises
- (e) of the fabric of the **Buildings**
- (f) to any property in any **Building** which is empty, vacant or not in use for more than 30 consecutive days
- (g) unless all existing devices for securing the **Buildings** of the premises are put into full and effective operation whenever the premises is closed for business or unattended.

Conditions applicable to Material Damage Section

1. Average

The sums insured by each item of this Section relating to property are declared to be separately subject to Average unless otherwise stated.

Whenever a sum insured is declared to be subject to Average, if the property covered thereby shall at the breaking out of any fire or at the commencement of any **Damage** to such property by any other peril hereby insured against be collectively of greater value than the sum insured, then **You** shall be considered as being **Your** own insurer, for the difference and shall bear a rateable share of the loss accordingly.

2. Explosion

In respect of any vessel machinery or apparatus, or its contents, belonging to **You** or under **Your** control which requires to be examined to comply with any Statutory Regulations cover against **Damage** thereto caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.

3. Fire Extinguishing Appliances

It is a condition that fire extinguishing appliances will be maintained in efficient working order during the currency of this Policy.

4. Fire Break Doors and Shutters

It is a condition that all fire break doors and shutters will be kept closed except during working hours and will be maintained in efficient working order.

5. Motor Vehicles

Permission is given for Motor Vehicles in connection with **our Business** to be housed as required in any of the **Buildings**. Motor Vehicles and their contents specifically insured are excluded from the insurance by this Section except in respect of any amount over and above that recoverable under such specific insurance.

6. Construction of Buildings

Except as stated, it is a condition that the **Buildings** described are brick, stone or concrete built, roofed with slates, tiles, metal, asphalt, asbestos or concrete and occupied by **You** for the purposes of **Your Business**.

7. Retention

Where, in the context of **Damage** to real property only, **We** pay the costs of repair or reinstatement as above, **We** may:

- (a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- (b) pay the balance (otherwise known as the "retained amount") to **You** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **You** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- (i) 5% of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- (ii) 10% of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

8. Sprinklers

Where the premium for this Section has been calculated after taking into consideration any Sprinkler Installation at the described premises which was installed at the commencement of this insurance (or which may have been installed at **Our** request or with **Our** knowledge) it is a condition that **You**:

- (i) undertake a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valves controlling the individual Water Supplies and the Installation are fully open
- (ii) undertake quarterly or half-yearly tests, if required by **Us** to do so, for the purpose of ascertaining that each Water Supply is in order, and record the particulars of each test
- (iii) undertake a test every weekday (holidays excepted) of:
 - (a) the Brigade connection
 - (b) the circuit between the alarm switch and the control unit and
 - (c) the batteries, in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade;
- (iv) remedy promptly any defect by such tests and maintain the installation in efficient working order during the currency of this Section.

Subject to the observance of the above undertaking the insurance will not be prejudiced by any defect in the said Automatic Sprinklers due to any circumstances unknown to **You** or beyond **Your** control.

- (v) In the event of any discharge or leakage from the said installation(s), **You** shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the property insured.
- (vi) When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed written notice thereof is to be given to **Us** and **Our** agreement obtained in writing.
- (vii) **We** shall have access to the premises at all reasonable times for purposes of inspection of the automatic sprinkler installation(s) and if **We** notify **You** of defects in the construction or condition of the installation(s) requiring alteration or repairs **We** may also at **Our** option by notice in writing suspend the insurance under this extension until such alterations or repairs be made and approved by **Us**.

9. Loss of Rent Payable

The insurance on rent applies only if the buildings in respect of which rent is payable by **You** or any part thereof is unfit for occupation in consequence of its **Damage** and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured

The most **We** will pay is the sum insured stated in the Schedule.

10. Stock Debris Removal

Stock Debris Removal costs apply only in respect of costs and expenses necessarily incurred by **You** with **Our** consent in removing debris of the portion or portions of the property insured by the said item **Damaged** by any cause not herein excluded.

The most **We** will pay is the sum insured stated in the Schedule.

We will not pay for any costs or expenses:

- (a) incurred in removing debris except from the site of such property **Damaged** and the area immediately adjacent to such site
- (b) arising from pollution or contamination of property not insured by this Section.

11. Trade Waste

It is a condition of this Section that all oily and/or dirty waste and greasy cleaning cloths be placed in metal receptacles and removed daily from the premises before closing and that paper cuttings and other trade refuse be swept up and bagged daily and removed from the premises at least once a week.

12. Minimum Security

It is a condition precedent to **Our** liability that:

- (a) final exit doors must be secured as follows:
 - (i) timber doors – by mortice deadlocks having five or more levers or conforming to BS3621 with matching boxed striking plate
 - (ii) aluminium doors – by cylinder mortice lock operating a swinging lock bolt
 - (iii) PVCu doors – by key operated multi-point locking devices having three or more locking points
 - (iv) the first closing leaf of double leaf doors must be fitted internally with bolts top and bottom
- (b) all other external doors and internal doors leading to common areas or other premises, must be secured:
 - (i) by the means set out in (a); or
 - (ii) by key operated security bolts fitted top and bottom

- (c) all opening windows or roof lights accessible from the ground or via roofs, pipework or other structures must be secured by key operated locking devices or screwed permanently shut
- (d) any security measures stipulated or agreed by **Us** in writing are implemented and in full and effective order.

Any door or window officially designated a fire exit by the Fire Authority is excluded from these requirements.

This condition has a continuing effect and its terms and conditions should be kept in mind. If circumstances arise which render **You** unable to comply with any part of it, **We** should be contacted at once to see if help can be given to obtain reinstatement of cover.

Breach of this condition will only be relevant to claims in respect of theft or attempted theft of property whilst contained in the premises at which the breach of condition has occurred.

13. Intruder Alarm

It is a condition precedent to **Our** liability that:

- (a) the intruder alarm installed in accordance with the specification is put into full and effective operation at night and whenever the business portion of the premises are closed for business or left unattended.
- (b) **We** will not regard the intruder alarm as effective if the specification provides for a 999, direct line or central station warning system and **You** have had notice for the withdrawal of the Garda Síochána, telephone or central station service and such service has actually been withdrawn.
- (c) the intruder alarm is maintained by an installer approved by **Us**.
- (d) all keys of the premises, the intruder alarm and of any safes or strongrooms are removed from the premises at night and whenever the premises are closed for business or left unattended. Where **You** or one of **Your Employees** occupy part of the premises for residential purposes the keys must be removed from the business part of the premises.

This condition has a continuing effect and its terms and conditions should be kept in mind. If circumstances should arise which render **You** unable to comply with any part of this condition **You** should contact **Us** immediately to see if help can be given to obtain reinstatement of cover.

Breach of this condition shall only invalidate claims in respect of theft or attempted theft of property whilst contained in the premises at which the breach has occurred.

14. Stillage/Storage in Basement

It is a condition precedent to **Our** liability that **Stock** contained in the lowest storey of the **Buildings** is kept on racks or stillages at least 15 centimetres above the surface of the floor.

15. Hot work Permit

You must ensure that for any construction, maintenance, repair or activity at the premises to the plant or equipment which involves the application of heat **You** must enforce a hot work permit system under which **You** must ensure that prior to any work commencing the contractor employed to complete the work completes and signs a hot work permit which is available upon request from **Us**.

Breach of this condition shall only invalidate claims in respect of fire and/or explosion at the premises at which the breach has occurred.

16. Unoccupancy Conditions

- (a) **You** must advise **Us** immediately when the property becomes vacant but the insurance shall not be prejudiced by situation where the property becomes vacant without **Your** knowledge
- (b) Whenever a **Building** or portion thereof becomes unoccupied **We** shall not be liable for the first €750 of each claim following **Damage** resulting from acts of malicious persons (other than by fire or explosion) not acting on behalf of or in connection with any political organisation storm flood escape of water or fuel oil (used for domestic purposes only), sprinkler leakage or theft
- (c) It is a condition precedent to **Our** liability that whenever a **Building** or portion thereof becomes unoccupied for more than 30 consecutive days the following action must be implemented by **You**:
 - (i) All mains services must be turned off (except electricity supply to maintain any fire or intruder alarm system) and the water system must be completely drained or during the period 1st October to 1st April each year central heating systems must be kept working at a minimum temperature of 5 degrees celsius. Where sprinkler systems are installed and water supplies must be maintained, heating must be maintained at a minimum temperature of 5 degrees celsius.
 - (ii) Unless **You** are notified by **Us** in writing to the contrary an inspection of the **Building** internally and externally must be carried out every 7 days by an authorised representative (or such other frequency as notified in writing by **Us**) and any waste removed
 - (iii) All letter boxes must be sealed up and steps taken to prevent accumulation of mail
 - (iv) **Buildings** must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems
- (d) Notice in writing to be given to **Us** when any empty or disused **Buildings** or portions of **Buildings** are again occupied and an additional premium paid if required.

Extensions applicable to Material Damage Section

1. Additional Interest

The interest of parties supplying property to **You** under a hiring, leasing or similar agreement is noted in this insurance, the nature and extent of any interest to be disclosed in the event of **Damage**.

2. Adjoining Buildings

It is understood that, except where specifically insured, small outside buildings and their contents, and the buildings and contents of an extension to and communicating with any of the previously described **Buildings**, are held to be insured by the item applying to the **Building** to which such property is attached or belongs.

3. Architects' Surveyors' Legal and Consulting Engineers' Fees

The insurance by each item on **Buildings** and, **Plant, Machinery, Fixtures and Fittings** includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and other Fees necessarily incurred in the reinstatement of the property insured consequent upon its **Damage** but not for preparing any claim. The amount payable for such **Damage** and fees shall not exceed in the aggregate the sum insured by each item.

4. Automatic Cover

It is hereby agreed and declared that the insurance by this Section shall, subject to its terms and conditions extend to cover anywhere in the Republic of Ireland, Northern Ireland and Great Britain:

- (a) any newly acquired and/or newly erected **Buildings, Plant, Machinery, Fixtures and Fittings**, in-so-far as the same are not otherwise insured; and
- (b) alterations, additions and improvements to, **Buildings, Plant, Machinery, Fixtures and Fittings** but not in respect of any appreciation in value provided that:
 - 1. at any one situation this cover shall not exceed 10% of the total sum insured on such property hereby or €650,000 whichever is less.
 - 2. **You** undertake to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof, the Policy to be endorsed accordingly from the date of commencement of **Our** liability.
 - 3. the provisions of this extension shall be fully maintained, notwithstanding any specific insurance effected under 2. above.

N.B. Damage caused by explosion, riot and civil commotion or malicious persons is excluded in Northern Ireland in respect of newly acquired and/or newly erected **Buildings, Plant, Machinery, Fixtures and Fittings**.

5. Change of Temperature

Notwithstanding anything to the contrary in this Policy or in any of its conditions, this Section covers destruction of or **Damage** to the property thereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by any cause not herein excluded, subject to the terms, limitations and conditions of the Policy.

6. Clearing Drains

The insurance by each item on **Buildings** and **Plant, Machinery, Fixtures and Fittings** extends to include costs and expenses necessarily and reasonably incurred by **You** with **Our** consent in cleaning and/or clearing drains and/or sewers and/or gutters on **Your** premises in consequence of any **Damage** not otherwise excluded.

7. Contract Price

In respect only of goods sold but not delivered for which **You** are responsible subject to a sale contract which, following **Damage**, is cancelled by reason of its conditions wholly or to the extent of the **Damage**, the amount **We** will pay will be based upon the contract price.

8. Customers Goods

In so far as such property is not otherwise insured the insurance on **Stock** extends to cover goods of **Your** customers for which **You** have made yourself responsible even though such goods shall have been bought and paid for.

9. Internal Transfers

The insurance in respect of **Plant, Machinery, Fixtures and Fittings** and **Stock** applies to property as therein defined transferred between premises insured under this Section, including transit by road, rail or inland waterway between such premises. The amount recoverable under this extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred, or in the aggregate 10% of the Sum Insured by **Plant, Machinery, Fixtures and Fittings** and **Stock** or €40,000 whichever is the lesser in respect of any such transfers at any one time.

10. Mortgagees

The interest of a Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor or occupier of any **Building** hereby insured whereby the danger of loss or **Damage** is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee, immediately on becoming aware thereof give notice in writing to **Us** and on demand pay an additional premium as **We** may require.

11. Non-Invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to **You** or beyond **Your** control. **You** immediately upon becoming aware thereof shall give notice to **Us** and pay an additional premium if required.

12. Private Dwelling House

The insurance on **Buildings** used in their entirety as Private Dwelling Houses under the Schedule shall extend to include **Damage** of or to the property insured directly caused by:

- (a) Fire occasioned by or happening through its own spontaneous Fermentation or Heating,
- (b) Explosion,
- (c) Thunderbolt, Subterranean Fire, Earthquake (other than destruction or **Damage** of or to the **Buildings** or loss of rent caused by Earthquake shock).

Provided always that all the conditions of the Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

13. European Union and Public Authorities

The insurance in respect of **Buildings** and **Plant, Machinery, Fixtures and Fittings** extends to include such additional cost of reinstatement of the destroyed or **Damaged** property thereby insured as may be incurred solely by reason of the necessity to comply with the stipulations of:

- (a) European Union Legislation
- (b) Building or other regulations under or framed in pursuance of any Act of Oireachtas or Bye-Laws of any Public Authority (hereinafter referred to as 'the Stipulations')
- (1) The amount recoverable under this extension shall not include:
 - (a) the cost incurred in complying with the Stipulations:
 - (i) in respect of **Damage** occurring prior to the granting of this extension
 - (ii) in respect of **Damage** not insured by this Policy
 - (iii) under which notice has been served upon **You** prior to the happening of the **Damage**
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property **Damaged**
 - (b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
 - (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations.
- (2) The work of reinstatement must be commenced and carried out without reasonable delay and in any case must be completed within twelve months after the **Damage** or within such further time as **We** may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the Stipulations so necessitate) subject to **Our** liability under this extension not being thereby increased.
- (3) If **Our** liability under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then **Our** liability under this extension in respect of any such item shall be reduced in like proportion.
- (4) The total amount recoverable under any item of this Section shall not exceed the sum insured.
- (5) All the conditions of this Section except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

14. Automatic Reinstatement of the Sum Insured

The sum insured by each item will not be reduced by the amount of any claim unless **We** or **You** confirm to the contrary within 21 days of the claim being notified to **Us** and provided that:

- (a) **You** pay an additional premium if required by **Us** to reinstate the sum insured for the period from the date of loss to expiry of the period of insurance; and
- (b) **You** take immediate steps to carry out any amendments in the protections of the property insured that **We** may reasonably require.

The most **We** will reinstate in any one period of insurance is the sum insured by each item.

15. Removal of Debris

It is understood that the insurance by this Section relating to **Buildings** and **Plant, Machinery, Fixtures and Fittings** extends to include costs and expenses necessarily incurred by **You** with **Our** consent in:

- (a) removing debris,
- (b) dismantling and/or demolishing

- (c) shoring up or propping

of the portion or portions of the property insured by the said items **Damaged** by any cause not herein excluded.

Our liability under this extension and the Section in respect of any item shall in no case exceed the sum insured thereby.

We will not pay for any costs or expenses:

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

16. Re-Erection of Plant, Machinery, Fixtures and Fittings

The insurance by items covering **Plant, Machinery, Fixtures and Fittings** includes the cost of re-erection, fitting and fixing **Plant, Machinery, Fixtures and Fittings** consequent upon **Damage** by any cause not herein excluded.

17. Reinstatement

Unless stated elsewhere to the contrary, in the event of **Buildings** and **Plant, Machinery, Fixtures and Fittings** (other than Motor Vehicles, Employees Pedal Cycles and other Personal Effects) insured under this Section being **Damaged** the basis upon which the amount payable under each of the said items of the Section is to be calculated shall be the reinstatement of the property destroyed or **Damaged** subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this extension reinstatement shall mean: the carrying out of the following work, namely:

- (a) Where property is destroyed, the rebuilding of the property, if a **Building**, or in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where property is **Damaged**, the repair of the **Damage** and the restoration of the **Damaged** portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

Special Provisions

- (1) The work of reinstatement (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **Our** liability not being thereby increased) must be commenced and carried out with reasonable despatch. Otherwise no payment beyond the amount which would have been payable under the Policy if this extension had not been incorporated therein shall be made.
- (2) When any property insured under this extension is **Damaged** in part only **Our** liability shall not exceed the sum representing the cost which **We** could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- (3) No payment beyond the amount which would have been payable under the Section if this extension had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- (4) Each item insured under this extension is declared to be separately subject to the following Condition of Average, namely:
If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any **Damage** to such property by any cause not herein excluded, then **You** shall be considered as being **Your** own insurers for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.
- (5) No payment beyond the amount which would have been payable under this Section if this extension had not been incorporated therein shall be made if at the time of any **Damage** to any property insured hereunder such property shall be covered by any other insurance effected by **You** or on **Your** behalf of which is not upon the identical basis of reinstatement set forth herein.
- (6) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this extension had not been incorporated therein the rights and liabilities of **Us** and **You** in respect of the **Damage** shall be subject to the terms and conditions of the Policy including any Condition of Average therein, as if this extension had not been incorporated therein.

18. Subrogation Waiver

In the event of a claim arising under this Section **We** agree to waive any and all rights, remedies and/or relief to which **We** may become entitled by way of subrogation against:

- (a) any company which is a holding company to **You**, or subsidiary of **You**, as defined within the meaning of sections 7 and 8 of the Companies Act 2014.
- (b) any company which is a subsidiary of a holding company where that holding company is also the holding company of **You** within the meaning of sections 7 and 8 of the Companies Act 2014.
- (c) any tenant or lessee in respect of **Damage** to that part of the premises in the demise of that tenant or lessee or to those parts of the premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such **Damage** arises out of a criminal or malicious act of the tenant or lessee.

19. Spontaneous Combustion

Notwithstanding anything contained to the contrary in the conditions of this Policy it is hereby declared and agreed that the insurance by this Section extends to cover destruction or **Damage** by fire only of or to coal, coke and wood caused by its own spontaneous fermentation heating or combustion.

20. Temporary Removal (General)

Subject to the following provisions, the property insured by this Section (other than **Stock** if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in the Republic of Ireland, Northern Ireland and Great Britain.

The amount recoverable under this extension in respect of each item of the Policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said premises, 10% of the sum insured by the item or €100,000, whichever is the lesser, after deducting therefrom the value of any **Building** (exclusive of any **Plant, Machinery, Fixtures and Fittings**) or **Stock** insured thereby.

This extension does not apply to property if and so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to:

- (a) Motor Vehicles and Motor Chassis licensed for normal road use,
- (b) Property held by **You** in trust, other than **Plant, Machinery, Fixtures and Fittings**.

21. Tenancy

Your interest in this insurance shall not be prejudiced by any act of neglect of the tenant(s) of any **Building** hereby insured, whereby the danger of loss or **Damage** is increased without **Your** knowledge. **You** shall immediately upon becoming aware thereof give notice in writing to **Us** and on demand pay such additional premium as **We** may require.

22. Workmen

Workmen are allowed on the aforesaid premises for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

23. Purchasers Interest

If **You** are selling **Your Buildings** insured under this Section **We** will insure the buyer up to the date the contract is completed unless they have arranged their own insurance. The buyer must comply with the terms and conditions of this Policy.

24. Designation

For the purposes of determining where necessary the item under which any property is insured **We** agree to accept the designation under which such property has been entered in **Your** books.

25. Trace and Access

It is agreed that in the event of **Damage** resulting from escape of water or fuel oil if insured hereby, this insurance includes the costs necessarily and reasonably incurred with **Our** consent in:

- (a) locating the source of such **Damage**
- (b) the subsequent making good of **Damage** caused as a consequence thereof

provided that **Our** liability any one occurrence shall not exceed €25,000 or 10% of the sum insured by this Policy, whichever is the lesser.

26. Fire Extinguishing Expenses

We will pay the reasonable cost incurred by **You** in:

- (a) refilling the fire extinguishing appliances
- (b) recharging halon gas and CO2 flooding systems
- (c) replacing used sprinkler heads
- (d) refilling sprinkler tanks where costs are metered
- (e) resetting fire and intruder alarms and closed circuit television systems

all in consequence of **Damage** as insured hereby.

27. Glass

We will pay for accidental breakage of fixed glass in windows, doors, showcases, counters and shelves which **You** are legally responsible for at the premises.

The most **We** will pay is the cost of replacing broken glass with glass of similar quality.

We will also pay up to €1,000 for:

- (a) the cost of boarding up until the broken glass is replaced
- (b) **Damage** to contents or stock caused by breakage of glass
- (c) **Damage** to frames and framework of any description and the cost of removing or replacing any contents or **Stock** which may have to be removed to replace the glass
- (d) stained glass
- (e) rectifying alarm system
- (f) silvering, lettering, bending or ornamenting of glass

Excluding:

- (i) breakage of cracked or scratched glass
- (ii) **Damage** resulting from repairs or alterations to the premises
- (iii) **Damage** at any **Building** which is empty or not in use.

28. Sanitary Ware

We will pay for accidental breakage of fixed sanitary ware at the premises for which **You** are legally responsible.

Excluding **Damage** resulting from repairs or alterations to the premises.

29. Landscaped Gardens

The insurance hereby extends to cover costs and expenses incurred with **Our** consent in making good **Damage** to landscaped gardens or grounds at the premises caused by **Damage** as insured hereby but excluding:

- (a) the cost of movement of soil other than as necessary for surface preparation
- (b) the failure of trees shrubs or turf to become established following replanting
- (c) the failure of seeds to germinate

It is understood that:

- (i) **We** shall not be liable for the first €1,300 (or the amount of excess stated in the Schedule whichever is greater) in respect of each and every loss arising from **Damage** caused by storm, flood, riot, civil commotion, strikers or malicious persons (other than by fire or explosion) not acting on behalf of or in connection with any political organisation
- (ii) **Our** liability any one occurrence shall not exceed €25,000 or 10% of the sum insured by the relevant item whichever is the lesser.

30. Metered Water

We will pay the cost for which **You** are responsible in respect of loss of metered water resulting from the escape of water from pipes apparatus or tanks in consequence of **Damage** as insured hereby provided that the amount payable in respect of anyone premises is limited to such excess water charges demanded by the Water Authority. The most **We** will pay under this extension in any one period of insurance is €25,000.

31. Exhibitions

We will pay for **Damage** to property insured under this Section caused by **Damage** as insured whilst **You** are participating in exhibitions, tradeshow and conferences anywhere within the Republic of Ireland in connection with **Your Business** but excluding:

- (a) **Damage** to property in the open
- (b) **Damage** to **Your** personal belongings or those of **Your** directors, **Employees** or visitors
- (c) **Damage** caused or contributed to by any of **Your Employees**
- (d) any amount in excess of €5,000 in respect of any one exhibition.

32. Theft of Keys

We will pay for the necessary replacement of locks following the loss of keys, card keys and swipe cards or other similar access control devices to the **Buildings** or to any safe or strong room in the **Buildings** as a result of theft from:

- (a) the **Buildings**
- (b) **Your** private residence or that of any director or **Employee**.

The most **We** will pay for any one occurrence is €5,000.

Excluding loss of keys to any safe where the keys have been left in the **Buildings** overnight.

33. Fire Brigade Charges Automatic Cover

We will pay charges that are levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Policy in circumstances which have given rise to or would have given rise to **Damage** arising from a cause which is not an excluded cause.

The most **We** will pay under this extension is €25,000 any one period of insurance (unless a higher amount is shown in the Schedule).

Business Interruption Section

This Section is only operative if stated in the Schedule

Definitions

Gross Profit

The amount by which:

- (i) The sum of the amount of the **Turnover** and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the **Uninsured Working Expenses**.

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with **Your** normal accountancy methods due provision being made for depreciation.

Uninsured Working Expenses

Purchases less discounts received, discounts allowed and bad debts. The words and expressions used in this definition shall have the meaning usually attached to them in **Your** books and accounts.

Turnover

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

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period appearing in the Schedule during which the results of the **Business** shall be affected in consequence of the **Damage**.

Rate of Gross Profit

The **Gross Profit** earned expressed as a percentage of the **Turnover** during the financial year immediately before the date of the **Damage**.

Annual Turnover

The **Turnover** during the twelve months immediately before the date of the **Damage**.

Standard Turnover

The **Turnover** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Estimated Gross Profit

The amount declared by **You** to **Us** as representing not less than the **Gross Profit** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the **Indemnity Period** exceeds twelve months).

Rent Receivable

The amount of the rent and other income received or receivable from the letting of the premises and for services rendered thereat.

Standard Rent Receivable

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

Annual Rent Receivable

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

Tax Relief

The statutory relief from or reduction in the standard rate of Corporation Tax to which **You** are entitled in the course of the **Business** at the premises.

Insurable Amount

The average amount (or a proportionately increased multiple thereof where the **Indemnity Period** exceeds twelve months) of the **Tax Relief** to which **You** would, but for the **Damage** have been entitled in the financial years into which the twelve months immediately following the date of the **Damage** fall.

Fees

The money paid or payable to **You** for work done and services rendered.

Standard Fees

The **Fees** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Annual Fees

The **Fees** during the twelve months immediately before the date of the **Damage**.

Gross Revenue

The money paid or payable to **You** for services rendered in the course of the **Business** at the premises.

Annual Gross Revenue

The **Gross Revenue** during the twelve months immediately before the date of the **Damage**.

Standard Gross Revenue

The **Gross Revenue** during that period in the twelve months immediately before the date of the **Damage** which corresponds with the **Indemnity Period**.

Estimated Gross Fees

The amount declared by **You** to **Us** as representing not less than the **Gross Fees** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the **Indemnity Period** exceeds twelve months).

Estimated Gross Revenue

The amount declared by **You** to **Us** as representing not less than the **Gross Revenue** which it is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the period of insurance (or a proportionately increased multiple thereof where the **Indemnity Period** exceeds twelve months).

Outstanding Debit Balances

The total declared in the statement last given under the provisions of the Declaration Clause adjusted for:

- (a) Bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to customers' accounts in the period between the date to which the said last statement relates and the date of the **Damage** and
- (c) any abnormal condition of trade which had or could have had a material effect on the **Business**.

so that figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of **Damage**.

Notes to the Definitions

1. In respect of the definitions of **Rate of Gross Profit, Annual Turnover, Standard Turnover, Standard Rent Receivable, Annual Rent Receivable, Standard Fees, Annual Fees, Standard Gross Revenue, and Annual Gross Revenue** 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** either before or after the **Damage** which would have affected the **Business** had the **Damage** not occurred so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.
2. For the purposes of these definitions any adjustment implemented in current cost accounting will be disregarded.

Cover

If **Damage** by any cause not excluded occurs at the premises to property used by **You** for the purpose of the **Business** and causes interruption of or interference with **Your Business** at the premises **We** will pay to **You** in respect of each item in the Schedule the amount of loss resulting from the interruption or interference caused by the **Damage** provided that:

1. at the time of the happening of the **Damage** there shall be in force an insurance covering **Your** interest in the property at the premises against such **Damage** and that:
 - (i) payment shall have been made or liability admitted under that insurance or
 - (ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
2. **Our** liability under this Section shall not exceed:
 - (i) in the whole the total sum insured or in respect of any item its sum insured at the time of the **Damage**
 - (ii) 133.3% of the **Estimated Gross Profit, Estimated Gross Revenue, or Estimated Gross Fees** respectively or any other limit of indemnity stated in this Policy, the Schedule or by endorsement applicable at the time of the **Damage**
 - (iii) the sum insured remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same period of insurance, unless **We** shall have agreed to reinstate any such sum insured.

Exclusions applicable to Business Interruption Section

This Section does not cover:

1. Faulty or Defective Workmanship, Wear and Tear and Steam Pressure Exclusions

Consequential Loss caused by or consisting of:

- 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- 1.2 faulty or defective workmanship, operational error or omission, on **Your** part or the part of any of **Your Employees**

- 1.3 the bursting of any vessel machine or apparatus (not being a boiler or economiser on the premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to **You** or under **Your** control

but this shall not exclude subsequent **Consequential Loss** which itself results from a cause not otherwise excluded

2. Miscellaneous Damage Exclusion

Consequential Loss:

- 2.1 caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- 2.2 caused by or consisting of change in temperature colour flavour texture or finish
- 2.3 consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- 2.4 consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- 2.5 caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude:

- (a) such **Consequential Loss** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental **Damage**
- (b) subsequent **Consequential Loss** which itself results from a cause not otherwise excluded

3. Pollution or Contamination Exclusion

loss resulting from pollution or contamination but this shall not exclude loss resulting from **Damage** to property used by **You** at the premises for the purpose of the **Business**, not otherwise excluded, caused by:

- (a) pollution or contamination at the premises which itself results from a **Defined Peril**
- (b) a **Defined Peril** which itself results from pollution or contamination

4. Subsidence, Landslip and Ground Heave Exclusion

Consequential Loss caused by or consisting of subsidence or ground heave of any part of the site on which the property stands or landslip:

- (a) in respect of land insured hereby unless also affecting a building insured hereby
- (b) caused by or consisting of:
- (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or the use of defective materials
- (c) which originated prior to the inception of this cover
- (d) resulting from:
- (i) demolition, construction, structural alteration or repair of any property
 - (ii) groundwork or excavation

at the same premises

5. Dishonesty and Fraud Exclusion

Consequential Loss caused by or consisting of acts of fraud or dishonesty

6. Unexplained Loss Exclusion

Consequential Loss arising directly or indirectly from:

- 6.1 disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- 6.2 (a) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions or malicious persons
- (b) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a **Defined Peril** in so far as it is not otherwise excluded

7. Collapse Exclusion

Consequential Loss resulting from **Damage** to a building or structure used by **You** at the premises caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded.

8. Property in the Open Exclusion

Consequential Loss in respect of moveable property in the open, fences and gates caused by wind rain hail sleet snow flood or dust

9. Process Exclusion

Consequential Loss

9.1 caused by fire resulting from its undergoing any heating process or any process involving the application of heat

9.2 (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

10. Unoccupied Building Exclusion

Consequential Loss caused by:

10.1 freezing

10.2 escape of water from any tank apparatus or pipe

10.3 (other than by fire or explosion) malicious persons not acting on behalf of or in connection with any political organisation in respect of any building which is empty, vacant or not in use for more than 30 consecutive days

11. Brittle Object and Valuables Exclusion

Consequential Loss in respect of glass (other than fixed glass) china earthenware marble or other fragile or brittle objects other than in respect of such **Consequential Loss** caused by a **Defined Peril** in so far as it is not otherwise excluded

12. Motor Vehicles and Other Property Exclusion

Consequential Loss in respect of:

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

12.2 property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

12.3 land roads pavements piers jetties bridges culverts or excavations

12.4 livestock growing crops or trees

other than in respect of such **Consequential Loss** caused by a **Defined Peril** in so far as it is not otherwise excluded

13. Theft or Attempted Theft Exclusion

Consequential Loss caused by, consisting of or arising directly from theft or attempted theft:

(a) unless it involves:

(i) breaking into or out of the buildings of the premises by forcible and violent means; or

(ii) robbery or attempted robbery committed in the premises

(b) to that part of the buildings of the premises not occupied by **You**

(c) to property on or in any garden, yard, open place or open sided building

(d) by any person lawfully on the premises

(e) of the fabric of the buildings

(f) of any property in any building which is empty, vacant or not in use for more than 30 consecutive days

(g) unless all existing devices for securing the buildings of the premises are put into full and effective operation whenever the premises is closed for business or unattended

Basis of Settlement

These terms of settlement only apply if the item title appears in **Your** Schedule.

Gross Profit or Estimated Gross Profit

The amount payable as indemnity under this item will be:

(a) in respect of reduction in **Turnover**: the sum produced by applying the **Rate of Gross Profit** to the amount by which **Turnover** during the **Indemnity Period** shall in consequence of the **Damage** fall short of the **Standard Turnover**,

(b) in respect of increase in cost of working: the additional expenditure (subject to the provisions of the Uninsured Standing Charges clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Turnover** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the sum produced by applying the **Rate of Gross Profit** to the amount of the reduction thereby avoided,

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Profit** as may cease or be reduced in consequence of the **Damage**, provided that if the sum insured by this item be less than the sum produced by applying the **Rate of Gross Profit** to the **Annual Turnover** (or to a proportionately increased multiple thereof where the **Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

Clauses Applicable to Gross Profit or Estimated Gross Profit

1. Alternative Trading Clause

If during the **Indemnity Period** goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** during the **Indemnity Period**.

2. Uninsured Standing Charges Clause

If any standing charges of the **Business** are not insured by this Section (having been deducted in arriving at the **Gross Profit** as defined herein) then in computing the amount recoverable hereunder as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **Gross Profit** bears to the sum of the **Gross Profit** and the Uninsured Standing Charges.

3. New Business Clause

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business** at the premises, the terms **Standard Turnover**, **Annual Turnover** and **Rate of Gross Profit** shall bear the following meanings and not as within stated:

Rate of Gross Profit means the **Gross Profit** earned expressed as a percentage of the **Turnover** during the period between the date of the commencement of the **Business** and the date of the **Damage**

Annual Turnover means the proportional equivalent, for a period of 12 months, of the **Turnover** during the period between the commencement of the **Business** and the date of the **Damage**

Standard Turnover means the proportional equivalent, for a period equal to the **Indemnity Period** of the **Turnover** during the period between the commencement of **Business** and the date of the **Damage**.

Rent Receivable

The amount payable as indemnity under this item will be:

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

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

Provided that if the sum insured by this item be less than the **Annual Rent Receivable** (or a proportionately increased multiple thereof where the **Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

Clauses applicable to Rent Receivable

1. Alternative Trading Clause

If during the **Indemnity Period** the **Business** shall be conducted elsewhere than at the premises the money paid or payable to **You** in respect of such other premises shall be brought into account in arriving at the **Rent Receivable** during the **Indemnity Period**.

2. New Business Clause

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business** at the premises the terms **Standard Rent Receivable** and **Annual Rent Receivable** shall bear the following meaning and not as within stated:

Standard Rent Receivable means the proportional equivalent for a period equal to the **Indemnity Period** of the **Rent Receivable** realised during the period between the commencement of the **Business** and the date of the **Damage**

Annual Rent Receivable means the proportional equivalent, for a period of 12 months, of the **Rent Receivable** realised during the period between the commencement of the **Business** and the date of the **Damage**

Gross Revenue or Estimated Gross Revenue

The amount payable as indemnity under this item will be:

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

less any sum saved during the **Indemnity Period** in respect of such of the charges and expenses of the **Business** payable out of **Gross Revenue** as may cease or be reduced in consequence of the **Damage** provided that if the sum insured by this item be less than the **Annual Gross Revenue** (or a proportionately increased multiple thereof where the **Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

Clauses applicable to Gross Revenue or Estimated Gross Revenue

1. Alternative Trading Clause

If during the **Indemnity Period** goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Gross Revenue** during the **Indemnity Period**.

2. Temporary Removal (Documents) Clause

Loss as insured by this Section resulting from interruption of or interference with the **Business** in consequence of **Damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the Republic of Ireland shall be deemed to be loss resulting from **Damage** to property used by **You** at the premises.

3. New Business Clause

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business** at the premises the terms **Annual Gross Revenue** and **Standard Gross Revenue** shall bear the following meaning and not as within stated:

Annual Gross Revenue means the proportional equivalent, for a period of 12 months, of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage**.

Standard Gross Revenue means the proportional equivalent, for a period equal to the **Indemnity Period**, of the **Gross Revenue** realised during the period between the commencement of the **Business** and the date of the **Damage**.

Tax Relief

The amount payable as indemnity under this item will be:

- (a) in respect of reduction in **Tax Relief**: the amount by which the **Tax Relief** in the financial year or years containing the **Indemnity Period** falls short of the **Tax Relief** to which **You** would, but for the **Damage**, have been entitled in the said financial year or years,
- (b) in respect of increase in cost of working: so much of the additional expenditure described in paragraph (b) of the respective **Gross Profit** item as exceeds the amount payable thereunder,

but not more than the additional amount which would have been payable under paragraph (a) of this item had such expenditure not been incurred.

Provided that if the sum insured by this item be less than the **Insurable Amount**, the amount payable shall be proportionately reduced.

Clauses applicable to Tax Relief

1. Alternative Trading Clause

If during the **Indemnity Period** goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Turnover** and **Tax Relief** during the **Indemnity Period**.

Gross Fees or Estimated Gross Fees

The amount payable as indemnity thereunder will be:

- (a) in respect of loss of **Fees**: the amount by which the **Fees** during the **Indemnity Period** shall, in consequence of the **Damage**, fall short of the **Standard Fees**,
- (b) in respect of increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Fees** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage**.

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

Provided that if the sum insured by this item be less than the **Annual Fees** (or a proportionately increased multiple thereof where the **Indemnity Period** exceeds 12 months) the amount payable shall be proportionately reduced.

Clauses applicable to Gross Fees or Estimated Gross Fees

1. Alternative Trading Clause

If during the **Indemnity Period** goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the **Business** either by **You** or by others on **Your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **Fees** during the **Indemnity Period**.

2. Temporary Removal (Documents) Clause

Loss as insured by this Section resulting from interruption of or interference with the **Business** in consequence of **Damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the Republic of Ireland shall be deemed to be loss resulting from **Damage** to property used by **You** at the premises.

3. New Business Clause

For the purpose of any claim arising from **Damage** occurring before the completion of the first year's trading of the **Business** at the premises the terms **Annual Fees** and **Standard Fees** shall bear the following meaning and not as within stated:

Annual Fees means the proportional equivalent, for a period of 12 months, of the **Fees** realised during the period between the commencement of the **Business** and the date of the **Damage**

Standard Fees means the proportional equivalent for a period equal to the **Indemnity Period** of the **Fees** realised during the period between the commencement of the **Business** and the date of the **Damage**.

Increased Cost of Working

The amount payable as indemnity under this item will be the additional expenditure reasonably incurred by **You** during the in order to minimise any interruption of or interference with the **Business** in consequence of the **Damage**.

Provided that **We** will not be liable for more than one third of the sum insured in respect of such additional expenditure arising in the first quarter of the **Indemnity Period** following the date of the **Damage** nor more than an equal proportion of the balance of the sum insured per month in respect of the additional expenditure in the remainder of the **Indemnity Period**.

Additional Increased Cost of Working

The insurance under this item is supplementary to items of **Gross Profit, Estimated Gross Profit, Gross Revenue or Estimated Gross Revenue** if insured and the amount payable as indemnity will be the necessary additional expenditure beyond that recoverable under paragraph (b) of items of **Gross Profit, Estimated Gross Profit, Gross Revenue or Estimated Gross Revenue** of this Section reasonably incurred during the **Indemnity Period** in consequence of the **Damage** for the sole purpose of minimising any interruption of or interference with the **Business** which but for that expenditure would have taken place.

Book Debts

Cover

In the event of **Damage** by any cause not excluded occurring during the period of insurance to **Your** books of account or other business books or records at the premises described in the Schedule and as a direct result of the **Damage** **You** are unable to trace or establish the **Outstanding Debit Balances** in whole or part due to **You**, **We** will pay **You**:

- (a) the difference between **Outstanding Debit Balances** and the total of the amounts received or traced
- (b) additional expenses incurred by **You** with **Our** consent in tracing and establishing **Outstanding Debit Balances**
- (c) professional accountant's charges

but not exceeding:

- (i) the sum insured stated in the Schedule
- (ii) the limit remaining after deduction for any other loss under this Section occurring during the same period of insurance unless **We** have agreed to reinstate the limit.

If the sum insured by this item is less than the **Outstanding Debit Balances** the amount payable shall be proportionately reduced.

Clauses applicable to Book Debts

1. Record Keeping

It is a condition that:

- (a) **Your** books of account and other business books and records in which Customers accounts are shown shall be kept in fire-resisting safes or in fire-resisting cabinets when not in use or
- (b) duplicate records are kept in a separate building.

2. Declaration

You shall within thirty days of the end of each month deposit with **Us** a signed statement showing the total amount outstanding in customers' accounts as set out in **Your** accounts as at the end of the said month.

3. Adjustment

On the expiry of each period of insurance the actual premium shall be calculated at the rate per cent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations.

If the actual premium shall be less than the first premium (or the annual premium in the case of the second and subsequent periods of insurance) the difference shall be repaid to **You**, but such repayment shall not exceed 50% of the first or annual premium respectively.

If the amount of a declaration exceeds the sum insured applicable at the date of such declaration, or if no declaration be deposited, then for the purposes of this clause only, **You** shall be deemed to have declared such sum insured.

Clauses applicable to the Business Interruption Section

1. Payments On Account Clause

Payments on account may be made to **You** during the **Indemnity Period** at **Our** discretion but in no case shall any payment exceed **Our** liability under the terms of the Basis of Settlement of each item for the period in respect of which a payment is to be made.

2. Departmental Clause

If the **Business** be conducted in departments the independent trading results of which are ascertainable the provisions of paragraphs (a) and (b) of the items on **Gross Profit** or **Estimated Gross Profit** and where applicable wages shall apply separately to each department affected by the **Damage**.

3. Professional Accountants Clause

Any particulars of details contained in **Your** books of account or other books or documents which may be required by **Us** under Condition No. 1 Action by **You** of the General Claims Conditions for the purpose of investigating or verifying any claim hereunder may be produced by Professional Accountants if at any time they are regularly acting as such for **You** and their report relates.

We will pay to **You** under this Section the reasonable charges payable by **You** to **Your** Professional Accountants/Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by **Us** under the terms of this Section and reporting that such particulars or details are in accordance with **Your** books of account or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed **Our** liability.

4. Material Damage Proviso Waiver

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of **Damage** resulting from a cause not otherwise excluded that payment shall have been made or liability admitted under the insurance covering **Your** interest in the property at the premises against such **Damage** if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount.

5. Salvage Sale Clause

If following **Damage** giving rise to a claim under this Policy **You** hold a salvage sale during the **Indemnity Period**, paragraph (a) of the item on **Gross Profit** or **Estimated Gross Profit** shall for the purpose of such claim read as follows:

- (a) in respect of reduction in **Turnover**: the sum produced by applying the **Rate of Gross Profit** to the amount by which the **Turnover** during the **Indemnity Period** (less the **Turnover** for the period of the salvage sale) shall, in consequence of the **Damage**, fall short of the **Standard Turnover**, from which such shall be deducted the **Gross Profit** actually earned during the period of the salvage sale.

6. Accumulated Stocks Clause

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in **Turnover** due to the **Damage** is postponed by reason of the **Turnover** being temporarily maintained from accumulated stocks of finished goods on **Your** premises.

7. Subrogation Waiver

In the event of a claim arising under this Section **We** agree to waive any and all rights, remedies and/or relief to which **We** may become entitled by way of subrogation against:

- (a) any company which is a holding company to **You**, or subsidiary to **You**, as defined within the meaning of sections 7 and 8 of the Companies Act 2014.
- (b) any company which is a subsidiary of a holding company where that holding company is also the holding company of **You** within the meaning of sections 7 and 8 of the Companies Act 2014.
- (c) any tenant or lessee in respect of **Damage** to that part of the premises in the demise of that tenant or lessee or to those parts of the premises in which all the tenants have a common interest where the premium has been paid by the tenant or lessee unless such **Damage** arises out of a criminal or malicious act of the tenant or lessee.

8. Automatic Reinstatement of the Sum Insured

In the absence of written notice from **You** or **Us** to the contrary **Our** liability will not stand reduced by the amount of any loss. **You** undertake to pay the appropriate additional premium for such automatic reinstatement of cover.

9. Value Added Tax

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

10. Premium Adjustment Clause

(Applicable to the items of **Gross Profit**, **Gross Revenue**, **Gross Fees**, **Rent Receivable** and/or **Tax Relief** where the item is specified as insured on the Schedule)

The premium paid hereon may be adjusted on receipt by **Us** of a declaration of **Gross Profit**, **Gross Revenue**, **Gross Fees**, **Rent Receivable** earned or **Tax Relief** allowed during the financial year most nearly concurrent with the period of insurance, as reported by **Your** auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit**, **Gross Revenue**, **Gross Fees**, **Rent Receivable** and/or **Tax Relief** the above mentioned declaration shall be increased by **Us** for the purpose of premium adjustment by the amount by which the **Gross Profit**, **Gross Revenue**, **Gross Fees**, **Rent Receivable** and/or **Tax Relief** was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the **Indemnity Period** exceeds 12 months) is less than the sum insured on **Gross Profit**, **Gross Revenue**, **Gross Fees**, **Rent Receivable** and/or **Tax Relief** for the relative period of insurance **We** will allow a pro rata return of premium not exceeding 50% of the premium paid.

11. Premium Adjustment Clause

(Applicable to the items of Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Fees where the item is specified as insured on the Schedule)

The first and annual premiums are provisional and are based on the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Fees**.

You shall furnish to **Us** not later than six months after the expiry of each period of insurance a declaration confirmed by **Your** Auditors of the **Gross Profit, Gross Revenue or Gross Fees** earned during the financial year most nearly concurrent with the period of insurance.

If any **Damage** shall have occurred giving rise to a claim for loss of **Gross Profit, Gross Revenue or Gross Fees** the above mentioned declaration shall be increased by **Us** for the purpose of premium adjustment by the amount by which the **Gross Profit, Gross Revenue or Gross Fees** was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided above and proportionately increased where the **Indemnity Period** exceeds 12 months):

- (a) is less than the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Fees** for the relative period of insurance **We** will allow a pro rata return of premium paid on the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Fees** but not exceeding 50% of such premium.
- (b) is greater than the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Fees** for the relative period of insurance **You** shall pay a pro rata addition to the premium paid on the **Estimated Gross Profit, Estimated Gross Revenue or Estimated Gross Fees**.

Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance Europe AG, PO Box 78, Wexford, or by email to customer-care@zurich.ie.
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
 - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie.
 - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Telephone: 0818 681 681 or (01) 224 5800.
 - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.

Data Protection

Zurich Insurance Europe AG ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at www.zurich.ie/privacy-policy.

The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.

- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at www.zurich.ie/privacy-policy.

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

Note: If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
 - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)
 - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
 - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
 - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
 - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.

- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at www.zurich.ie/privacy-policy.

In addition, information about claims (whether by our customers or third parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Data Retention

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at www.zurich.ie/privacy-policy.

Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

Data subject rights

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at www.zurich.ie/privacy-policy.

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford, Ireland.**

Zurich Insurance Europe AG

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666

Fax: 01 667 0644 Website: www.zurich.ie

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

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.