

Zurich Commercial Combined Insurance

Policy Document



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The Contract of Insurance

Commercial Combined 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 which is established in Ireland. 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 except as specified below. The **Business** shall also include:

- (a) the ownership use repair decoration and the maintenance of property and premises owned or occupied by **You** in connection with the **Business** as described in the Schedule and/or Statement of Fact of the Policy.
- (b) the provision and management of canteen, social, sports and welfare organisations for the benefit of **Your Employees**.
- (c) first aid, fire and ambulance services run by **You** or on **Your** behalf.
- (d) work carried out by **Employees** for any of **Your** Directors including duties as a chauffeur provided always that the Director is not entitled to indemnity under any other policy.
- (e) participation in exhibitions.
- (f) the repair or maintenance of vehicles or plant owned or used by **You**.

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.

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 Misrepresentations

- (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 it 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; 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) exercise reasonable care in the selection and supervision of **Employees**
- (b) take all reasonable steps
 - (i) to prevent accidents or **Damage** to property insured
 - (ii) to comply with all statutory or other obligations and regulations imposed by any competent authority
- (c) maintain the premises, ways, works, machinery, plant, vehicles and any other property used in **Your Business** in sound condition
- (d) as soon as possible after the discovery of any defect or danger make good or remedy such defect or danger and, in the meantime, take any additional precautions as the circumstances may require.

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 relating to such estimates.
- (b) if requested allow **Us** to inspect such record.
- (c) within thirty days of the expiry of each period of insurance supply **Us** with a correct declaration of such particulars and information as **We** may require in respect of the preceding period of insurance duly certified by **Your** external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to **Us** or by a refund by **Us** as the case may be subject to the retention by **Us** of any minimum premium as stated in the Minimum Premium condition or on the Schedule.

8. Minimum Premium

Following adjustment of the premium under the Employers' Liability, Public Liability and Products Liability Sections of the Policy **We** shall retain 100% of the premium paid in the relevant period of insurance.

9. Cancellation

- (a) **We** may cancel this Policy or any Section thereof at any time by sending fourteen 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 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'.

10. 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.

11. 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.

12. 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.

13. 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. Liability Claims

On the happening of any occurrence which may give rise to a claim, or on receiving verbal or written notice of any claim by a third party,

(a) **You** shall:

- (i) give immediate notice in writing to **Us**.
- (ii) forward to **Us** immediately on receipt any letter, claim, writ, summons or process received in connection with the occurrence.
- (iii) give all necessary information and assistance to **Us** to enable **Us** to deal with, settle or resist any claim as **We** may think fit. Such information and assistance shall be given without any delay.
- (iv) so far as reasonably practicable ensure that no alteration or repair is made to any machinery, appliance, plant, way or fitting after an accident has occurred until **We** have had an opportunity of carrying out an inspection.

(b) **You** shall not:

- (i) except at **Your** own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from **Us**.
- (ii) give any information or assistance to any person claiming against **You** without **Our** consent.

(c) **We** shall for so long as **We** desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which **We** may be liable under the Policy.

2. Other Claims

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 the **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 insuredwithin 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 the **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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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** or any legal liability 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 or liability 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**, **Consequential Loss** or legal liability 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 **Your** property 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 other than Public Liability and Products Liability 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.

Note: This exclusion does not apply to the Employers' Liability Section of the Policy, if operative.

5. Communicable Disease

All Sections of the Policy except Employers' Liability, Public Liability and Products Liability exclude:

any **Damage**, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with 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 endorsements 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**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph (d);

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, limitation and exclusions of this Policy or an endorsement thereto, this Policy covers liability for third party Personal Injury and/or third party Property Damage insured under the Employers' Liability, Public Liability and/or Products Liability Sections of the Policy (where operative) resulting from a **Cyber Incident**.
- (d) 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.
- (e) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- (f) 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**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- (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** or any legal liability 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.

11. Asbestos

The indemnity provided to **You** under the Employers' Liability, Public Liability and Products Liability Sections of the Policy shall not apply to or include any liability directly or indirectly caused by or arising from in consequence of or in any way involving asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives but this exclusion shall not apply to bodily injury or **Damage** to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such bodily injury or **Damage** to material property.

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 **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 the 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 the 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 the **Your 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 Section 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 seven 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 the 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, 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 clause 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 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 clause 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 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.

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. Purchaser's 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 an additional 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 12 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** have agreed to reinstate any such sum insured.

Exclusions applicable to the 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

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) by 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 Objects 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 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 the 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 twelve 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** 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 the **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 twelve 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 term **Standard 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 twelve 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**.

Gross Fees or Estimated Gross Fees

The amount payable as indemnity under this item 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 twelve 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**.

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**.

Increased Cost of Working

The amount payable as indemnity under this item will be the additional expenditure reasonably incurred by **You** during the **Indemnity Period** 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 the 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% 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 2. Other Claims 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** 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**.

Money Section

This Section is only operative if stated in the Schedule

Definitions

Money

Cash, Bank and Currency Notes, Postal Orders, Money Orders, Cheques, Banker's Drafts, Bills of Exchange, Unused Units in Postage Stamp Franking Machines, Postage Stamps, National Savings Certificates, Revenue Stamps, Luncheon Vouchers, Trading Stamps, Credit Card Sales Vouchers, Telephone Call Cards, National Lottery Cards for their normal value, Consumer Redemption Vouchers, Gift Tokens, VAT Purchase Invoices and Prize Bonds all pertaining to **Your Business** and belonging to **You** or for which **You** are responsible.

Business Hours

The period during which the **Your** premises are actually occupied for business purposes and during which the **You** or **Your Employees** entrusted with cash are in the premises.

Non-Negotiable Money

Money in the form of Crossed Cheques, Crossed Postal Orders, Crossed Money Orders, Crossed Giro Cheques, Crossed Bankers Drafts, Prize Bonds, Premium Bonds, Credit Company Sales Vouchers, VAT Purchase Invoices, Stamped National Insurance Cards, Stamped Builders Cards, Stamped Pension Cards and National Saving Certificates.

Cover

In the event of **Damage** to:

- (a) **Money**
- (b) safes or strongrooms which normally contain **Money** caused by theft or attempted theft

occurring within the limits of the Republic of Ireland or the United Kingdom **We** will indemnify **You** against such **Damage** provided that **Our** liability in respect of any item insured shall not exceed the limit specified in the Schedule.

In addition **Our** liability shall be limited to €500 in respect of **Money** in **Your** premises when closed for business or unattended and not secured in locked safe or strongroom.

Exclusions applicable to the Money Section

This Section does not cover:

1. Unattended Road Vehicles Exclusion

loss of **Money** from any unattended vehicle

2. Gaming Amusement or Vending Machines Exclusion

loss of **Money** from any gaming amusement or vending machine

3. Fraud or Dishonesty Exclusion

Damage caused by or due to the dishonest acts of any person in **Your** employ or service not discovered within seven days of the date that the act of fraud or dishonesty started

4. Error or Omission Exclusion

loss of **Money** due to clerical or accounting errors

5. Riots Strikes or Civil Commotion Exclusion

Damage to any property contributed to caused by or arising from riots strikes or civil commotion

6. Transit Exclusion

any loss or theft occurring during transit when the **Money** is carried by anyone who is not **You** or any **Employee** in **Your** regular service

7. Fidelity Guarantee Policy Exclusion

losses covered by a policy of fidelity guarantee

8. Unattended Money Exclusion

any loss of unattended **Money** not in locked safe or strongroom during **Business Hours**.

Conditions applicable to the Money Section

1. Record Keeping

It is a condition that:

- (a) a proper full and complete record of **Non-Negotiable Money** be kept elsewhere than with and shall be well away from the cash itself so that in the event of the cash being lost destroyed or stolen the record is not at risk from the same event. The record shall contain sufficient information to enable each individual item to be traced to its source as regards issue date amount and where applicable financial institution involved
- (b) a proper record of **Money** put in the safe or strongroom is kept in some place other than the safe or strongroom itself and that the keys are kept in some place away from the safe or strongroom and are only in the possession of responsible officials.

2. Custodian Condition

It is a condition of this Section that **Money** as insured under – **Money** in Transit – shall at all times be in custody as follows:

(Custody shall mean being in constant attendance with direct responsibility for the security of **Money**).

Amount of Money	Custodian (s)
1) Up to but not exceeding €4,000	1) In custody of at least one fully responsible able bodied person.
2) Exceeding €4,000 but not exceeding €8,000	2) In custody of at least two fully responsible able bodied persons.
3) Exceeding €8,000 but not exceeding €15,000	3) In custody of at least three fully responsible able bodied persons.
4) Exceeds €15,000 each transit must be carried in accordance with the conditions laid down by Us but in any event must be accompanied by at least three able bodied adults.	

3. Security of Safe Keys

Whenever **Money** is contained in a locked safe or strongroom at **Your** premises outside **Business Hours** or unattended all keys of such safe or strongroom shall be removed from the premises.

Extensions applicable to the Money Section

1. Personal Accident (Malicious Attack) Insurance Extension

If any person whilst engaged in **Your Business** (hereinafter called the Assured) shall sustain accidental bodily injury by violent external and visible means arising from malicious attack or assault or attempt thereof by any person stealing or attempting to steal **Money** insured by this Section then **We** will reimburse **You** in respect of payment to the Assured or their legal personal representative as the case may require of the sum or sums set out in the Table of Benefits hereunder:

Table of Benefits

If accidental bodily injury as defined above shall be the sole and immediate cause of:

(1) Death within twelve months of the injury.	€30,000
(2) Total loss of a limb or limbs and/or the total and irrecoverable loss of all sight of an eye or eyes within twelve months of the injury.	€30,000
(3) Permanent total inability to attend to any occupation or business.	€30,000
(4) Temporary total inability to attend to the usual occupation or business.	The Assured's normal weekly wage or salary not exceeding €200 per week

Provided always that:

- (i) loss of limb shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg
- (ii) **We** shall not be liable under Benefit (4) to pay for a longer period than 104 weeks in respect of any one accident
- (iii) if **We** are satisfied that the inability is permanent, Benefit (3) shall become payable when Benefit (4) is exhausted. **We** shall not otherwise be liable to pay more than one Benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time
- (iv) no Benefit shall be payable until the entire amount thereof has been ascertained and agreed.

If the Assured as a result of malicious attack or assault or attempt thereat as defined above shall sustain **Damage** to clothing or personal effects **We** will indemnify **You** in respect of payment made to the Assured to the extent of the **Damage** so sustained but not exceeding in respect of any one such Assured the sum of €500.

Goods in Transit Section

This Section is only operative if stated in the Schedule

Definitions

The Property

Goods belonging to **You** or for which **You** are responsible all pertaining to the **Business**

Unless specifically referred to in the Schedule **The Property** shall not include:

livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco cigars and cigarettes, audio and video equipment, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds, securities, computer records, deeds, documents, business books, manuscripts, plans and patterns, microchips/circuit boards and second-hand machinery.

Transit

Being carried between points in the Republic of Ireland and the United Kingdom:

- (a) by **Your** own or haulier's road vehicles including:
 - (i) loading and unloading
 - (ii) the use of recognised roll-on, roll-off vehicle ferries provided no unloading or re-loading of the vehicle is involved
 - (iii) whilst temporarily housed on or off the vehicle for a period not exceeding 72 hours in the course of the said carriage.
- (b) by parcel post or rail.

Cover

In the event of **The Property** being **Damaged** in **Transit** **We** will indemnify **You** in respect of such **Damage** by payment of the amount of the **Damage** or at **Our** option by repair reinstatement or replacement. **Our** liability shall not exceed the sum insured specified in the Schedule.

Exclusions applicable to the Goods in Transit Section

This Section does not cover:

1. Delay or Inadequate Documentation Exclusion

- (a) **Damage** or expense caused by delay
- (b) claims in respect of or arising out of inadequate documentation

2. Packing Exclusion

Damage caused by or arising from insufficiency or unsuitability of packing, stowage or preparation of **The Property**

3. Inherent Vice Exclusion

Damage or expense caused by inherent vice or nature of **The Property**

4. Misconduct Exclusion

Damage or expense attributable to **Your** reckless or wilful misconduct

5. Ordinary Loss Exclusion

ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of **The Property**

6. Consequential Loss Exclusion

claims in respect of or arising out of **Consequential Loss**

7. Miscellaneous Exclusion

claims in respect of or arising out of depreciation, breakdown of refrigeration, vermin or contamination

8. Excluded Vehicles/Items

- (a) loss from a soft topped, open topped, open sided or curtain sided vehicle or trailer caused by theft or attempted theft unless the vehicle or trailer is stolen at the same time, or storm
- (b) wagon-sheets tarpaulins and ropes or containers trailers demountable vans or the like

9. Hazardous Goods Exclusion

claims in respect of or arising out of the carriage of explosives or other dangerous goods

10. Theft Exclusion

theft or attempted theft of or from vehicles when left unattended unless the provisions of the Protection Condition have been complied with

11. Riot, Strikes or Civil Commotion Exclusion

any **Damage** as a consequence of riots, strikes or civil commotion

12. Capture, Seizure, Arrest, Restraint or Detainment Exclusion

any claim caused by or arising from capture, seizure, arrest, restraint or detainment of **The Property** by any authority.

Conditions applicable to the Goods in Transit Section

1. Reasonable Care

You will exercise due care in the selection and supervision of **Employees**, take all reasonable precautions for the safeguarding and protection of **The Property** and maintain in good order all vehicles owned or used by **You** and all locking and other protective devices including any specified in the Schedule. Such devices shall not be varied or withdrawn without **Our** consent.

2. Average

If the value of **The Property** contained in any one package or vehicle and/or trailer and/or container or if the total value at risk at any one location shall at the time of **Damage** thereto exceed the sum insured stated in the Schedule **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly.

3. Protection Condition

It is a condition precedent to **Our** liability that whenever a vehicle carrying **The Property** is unattended it shall be protected as follows:

- (a) in working hours (i.e. the whole period during which the vehicle is being worked by its driver) – all doors and windows and other means of access are securely fastened and locked and any specified security devices are put into full and effective operation
- (b) at all times out of working hours:
 - (i) all doors and windows and other means of access are securely fastened and locked and any specified security devices are put into full and effective operation
 - (ii) and either housed in premises which are themselves securely locked or placed in premises which are constantly guarded.

Business All Risks Section

This Section is only operative if stated in the Schedule

Cover

In the event of **Damage** to the property specified in the Schedule occurring within the Republic of Ireland **We** will indemnify **You** against such **Damage** but in no circumstances shall **Our** liability exceed in respect of each item the sum insured specified in the Schedule or the intrinsic value thereof whichever is the lesser.

Exclusions applicable to the Business All Risks Section

This Section does not cover:

1. **Depreciation, Gradually Operating Changes and Faulty or Defective Design or Workmanship Exclusion**
depreciation or **Damage** arising from wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alterations or repair to which the property insured is subjected
2. **Breakdown Exclusion**
electrical or mechanical breakdown
3. **Act of Employee Exclusion**
Damage contributed to or caused by any of **Your Employees** or servants
4. **Brittle Articles Exclusion**
breakage of china glass marble earthenware or scratching or bruising of furniture household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried
5. **Excluded Property**
Damage to deeds bonds coins money securities stamps stamp collections plans patterns designs documents of title contracts or other documents business books or manuscripts or computer records unless specified in the Schedule
6. **Loss of Liquid Leakage Exclusion**
loss by leakage of any liquid from the receptacle in which it is contained
7. **Riot, Strike or Civil Commotion Exclusion**
Damage contributed to caused by or arising from riots strikes or civil commotion.

Conditions applicable to the Business All Risks Section

1. **Settlement of Claims**
We may at **Our** option indemnify **You** by payment or by repair reinstatement or replacement.
2. **Average**
If at the time of the happening of any **Damage** the sum insured in respect of the property so **Damage** shall be less than the intrinsic value of such property **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.
3. **Theft from Unattended Road Vehicle**
It is a condition precedent to our liability that:
 - (a) all doors and windows and other means of access are securely fastened and locked; and
 - (b) all valuable items are locked in secure compartments and hidden from view; and
 - (c) any security devices for protection of the vehicle are put into full and effective operation; and
 - (d) outside of **Your** usual trading hours the vehicle is parked within a secure compound or locked within a secure garage.

Computer Section

This Section is only operative if stated in the Schedule

Definitions

Computer Equipment

Computer equipment (including fixed disks interconnecting wiring and telecommunications equipment) used for electronic processing communication and storage of data the property of **You** or leased hired or rented to **You** but excluding any such Computer Equipment controlling any manufacturing process and equipment more specifically described under Auxiliary Equipment and Computer Media.

Auxiliary Equipment

Auxiliary equipment comprising temperature and environmental control power supply and voltage regulating equipment and protective devices exclusively for use with the **Computer Equipment** the property of **You** or leased hired or rented to **You**.

Computer Media

All current and backup Computer Media of all types (other than fixed disks and paper records) incorporating stored programs and/or information thereon the property of **You** or leased hired or rented to **You**.

Accident

- (a) **Damage** to **Computer Equipment Auxiliary Equipment** or **Computer Media**
- (b) the failure or fluctuation of supply of electricity to the **Computer Equipment** or **Auxiliary Equipment**

- (c) the failure of any telecommunication system linked to the **Computer Equipment**
- (d) physical loss of or **Damage** to property in the vicinity of the **Computer Equipment** or the situation specified or the exercise by any public or Police Authority of its powers for the sole purpose of safeguarding life or property which prevents access to or use of the **Computer Equipment** by **You**
- (e) erasure destruction corruption or distortion of software contained or data stored on fixed disks or **Computer Media**.

Approved Maintenance Agreement

An agreement which provides on-call remedial maintenance encompassing free repair or replacement in the event of breakdown arising out of normal use. **You** shall supply to **Us** a copy of such agreement on request.

Cover

This Section provides cover in respect of:

Item 1 – Material Damage

Damage to **Computer Equipment** and **Auxiliary Equipment** at the location(s) specified in the Schedule and **Computer Media** at any situation or in transit anywhere in the world

Item 2 – Increased Cost of Working (only operative if Item 1 - Material Damage is insured under this Policy)

additional expenditure necessarily and reasonably incurred by **You** to:

- (a) prevent or minimise the interruption of or interference with the work normally carried out by or on the **Computer Equipment**

Excluding additional expenditure more specifically described under Item 2 (b)

- (b) recompile or restore data or software or replace third party proprietary software

in consequence of an **Accident** which manifests itself during the period of insurance as indicated in the Schedule

Limit of Indemnity

The amount of liability under this Section shall not exceed in addition to the amounts stated on the extensions the sums insured stated in the Schedule

Payment of a claim made under this Section shall not reduce the sums insured except upon written notice by **Us** to the contrary

Provided that:

- (a) **You** shall where the payment exceeds €13,000 pay such additional premium as may be required by **Us**
- (b) **You** shall take immediate steps to comply with any of **Our** requirements relating to amendments to the protections of the property insured

Exclusions applicable to Item 1 – Material Damage

We shall not be liable under Item 1 – Material Damage of this Section in respect of:

1. Breakdown Exclusion

Damage to any item of **Computer Equipment** or **Auxiliary Equipment** occasioned by its own breakdown unless there is in force an **Approved Maintenance Agreement** in respect of the item

2. Guarantee or Maintenance Exclusion

loss or **Damage** for which:

- (a) any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- (b) **You** are relieved of responsibility under any rental hire or lease agreement.

Exclusions applicable to Item 2 – Increased Cost of Working

We shall not be liable under Item 2 – Increased Cost of Working of this Section in respect of:

1. Acts of Supply Authorities Exclusion

any additional expenditure in consequence of a failure or fluctuation of the supply of electricity directly or indirectly due to:

- (a) a deliberate act of the supply authority not performed for the sole purpose of safeguarding life or protecting any part of the supply system or
- (b) a scheme of rationing not necessitated by accidental damage to the supply authority's generating or supply equipment or
- (c) the inability of the supply authority to maintain the supply system due to industrial action by any of its employees

2. Acts of Telecommunication Authorities Exclusion

any additional expenditure in consequence of a failure of any telecommunications system directly or indirectly due to:

- (a) a deliberate act of the telecommunication authority or the exercise by the telecommunications authority of its power to withhold or restrict operation of the system

- (b) the inability of the telecommunications authority to maintain the system due to industrial action by any of its employees
- (c) the use by **You** of equipment which is not approved by the telecommunications authority
- (d) failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- (e) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite

3. Unproven Software Exclusion

any additional expenditure in consequence of the use by **You** of software in respect of which development has not been finalised or which has not passed all testing procedures or which has not been successfully proven

4. Incorrect Storage Exclusion

any additional expenditure in consequence of failure to comply with manufacturers recommendations relating to storage of **Computer Media**

5. Time Limitation Exclusion

any additional expenditure commencing more than twelve (12) months after the date on which the **Accident** manifests itself

Exclusions applicable to the Computer Section

We shall not be liable in respect of:

1. Excess Exclusion

the amount stated on the Schedule as the Excess in respect of the cost of each and every occurrence for which **You** are indemnified by this Section of the Policy

2. Theft from Premises Exclusion

loss, **Damage** or additional expenditure by or in consequence of theft from any premises unless entry to or exit from such premises is by forcible and violent means

3. Property in Vehicles Exclusion

Damage to the property insured and any additional expenditure in consequence thereof whilst such property is in a vehicle unless:

- (a) the property is securely mounted or kept in a suitable container in the vehicle
- (b) the vehicle is in a locked garage when left unattended overnight
- (c) the doors of the vehicle are locked and all its windows and other openings fully closed and property fastened when unattended
- (d) the property is concealed from view in a locked boot in any unattended motor car

4. Inventory Losses Exclusion

loss of the property insured and any additional expenditure in consequence thereof by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by **You** with a specific occurrence which has been the subject of notification under the terms of Condition 2. Other Claims of the General Claims Conditions including reporting the matter to the Police Authority

5. Programming Errors or Design Defects Exclusion

- (a) the costs of rectifying programming errors or design defects in software
- (b) in respect of third party proprietary software only any additional expenditure in consequence of programming errors or design defects

This exclusion shall not apply to additional expenditure consequent upon erasure destruction corruption or distortion of other software caused by programming errors or design defects in third party proprietary software

6. Value of Data Exclusion

the value to **You** of the data stored on **Computer Equipment** of **Computer Media**

7. Wear and Tear Exclusion

the cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidation or scratching of painted or polished surfaces and any additional expenditure in consequence thereof

8. Wilful Act Exclusion

loss or **Damage** caused by **Your** wilful act or wilful neglect

9. Pollution Exclusion

loss or **Damage** caused by pollution or contamination other than loss of or **Damage** to the property insured caused by pollution or contamination

10. Consequential Loss Exclusion

liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or **Consequential Loss** or **Damage** not specifically provided for herein.

Conditions applicable to the Computer Section

1. Duplicate Records

You shall:

- (a) back-up data records no less frequently than once every seven days and store such back-up records away from the premises
- (b) retain duplicate records of software and store such duplicate records away from the premises
- (c) store all **Computer Media** in accordance with the manufacturers' recommendations.

2. Renewal Requirement

You shall prior to each renewal date supply **Us** with the total new replacement value at each location of **Computer Equipment Auxiliary Equipment** and **Computer Media**.

3. Waiver of Subrogation Rights

In the event of a claim arising under this Section **We** agree to waive any subrogation rights against any holding company and/or subsidiary company of **You**, and/or any company which is a subsidiary of a holding company where that holding company is also the holding company of **You**, and/or any company whose activities are conducted and/or managed by **You** in whole or in part and/or any regular shared time users of the **Computer Equipment**.

Provided that:

- (a) **You** do not receive any form of indemnity or damages or other compensation from such company and/or user
- (b) any such company and/or user shall as though they were **You** observe fulfil and be subject to the terms limitations and conditions of this Policy.

4. Claims Settlement

The amount payable under Item 1 - Material Damage of this Section shall be the cost of reinstatement of the property lost or **Damaged**

- (a) Reinstatement shall mean:
 - (i) replacement of any item lost or damaged beyond repair by new property of equal performance and/or capacity or if such be impossible its replacement by new property having the nearest higher performance and/or capacity to the item lost or **Damaged**
 - (ii) repair of any item otherwise damaged
- (b) reinstatement shall be carried out without delay and in the most economical manner
- (c) where any property is **Damaged** or lost in part only **Our** liability shall not exceed the cost of reinstatement had it been wholly lost
- (d) no payment shall be made until reinstatement has been carried out
- (e) the sum insured shall be the new replacement value of the property insured
- (f) if reinstatement is not carried out the amount payable shall be the cost of indemnifying **You** provided such cost does not exceed the cost or reinstatement.

We shall not be responsible for temporary repairs carried out without **Our** consent and any consequences thereof nor for the cost of any alterations additions improvements or overhauls carried out on the occasion of a repair. Where loss or **Damage** is confined to a part of a machine or structure **We** shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which **You** are responsible. **You** shall not be entitled to abandon any property to **Us** whether taken into possession by **Us** or not.

5. Average

If at the time of the loss or **Damage** the sum representing 85% of the new replacement value of the property insured exceeds the sum insured thereon **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss or **Damage** accordingly.

For the purpose of this condition reference to the property insured shall not include additional property for which insurance is provided by Extension 6. Additional Equipment.

6. Supplementary Claims Charges

In connection with any claim for loss or **Damage** **You** are entitled to recover Claims Charges supplementary charges such as custom dues packing freight profit and the like only if and so far as such charges have been provided for in the sum insured.

Extensions applicable to Item 1 – Material Damage

The insurance by Item 1 - Material Damage of this Section is extended to cover:

1. Transit

Computer Equipment whilst in transit and whilst at any situation in the world other than the situation specified in the Schedule

Provided that the amount payable under Item 1 - Material Damage of this Section shall not exceed:

- (a) €6,500 in respect of each occurrence of theft
- (b) €32,500 in respect of any one occurrence

2. Debris Removal

the costs and expenses necessarily and reasonably incurred in:

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping and fencing off following **Damage** covered by Item 1 – Material Damage

Provided that the amount payable in respect of any one occurrence shall not exceed 10% of the cost of such **Damage** or €32,500 whichever is the lesser amount

3. Investigation Costs

the costs (including cost of consultants' fees) incurred with **Our** prior consent of conducting investigations and tests in respect of possible repair (whether or not successful) replacement or restoration following loss or **Damage** covered by Item 1 - Material Damage of this Section

4. Incompatibility of Computer Media

the cost of:

- (a) modification of the **Computer Equipment** or
- (b) replacement of **Computer Media** together with the restoration of data or software on such media whichever is the lesser amount to achieve compatibility in the event that the loss of **Computer Equipment** covered by Item 1 – Material Damage has resulted in undamaged **Computer Media** being incompatible with the replacement **Computer Equipment**

Provided that the amount payable shall not exceed in respect of any one occurrence 25% of the sum insured in respect of Item 1 – Material Damage and Item 2 – Increased Cost of Working in the aggregate or €65,000 whichever is the lesser amount

5. Recharging of Gas Cylinders

the cost of recharging gas cylinders installed solely for the protection of the property covered by Item 1 - Material Damage following accidental discharge

But excluding discharge arising:

- (a) during repairs or alterations to the building in which the cylinders are situated
- (b) during installation repair removal alteration extension or testing of all or part of the gas flooding system
- (c) during the operation of the gas flooding system with the intention of preventing or extinguishing fire

Provided that the amount payable in respect of any one occurrence shall not exceed €13,000

6. Additional Equipment

additions to the property insured at the situation specified in the Schedule occurring during the period of insurance at no additional charge subject to the increase in sum insured under Item 1 – Material Damage in any one period of insurance not exceeding 20% of the amount stated in the Schedule or €325,000 whichever is the lesser amount

7. Temporary Repair/Repair Expediting

in respect of each claim for **Damage** to the property for which liability is admitted under this Section **We** will subject to the Limit of Indemnity pay the reasonable cost of effecting temporary repair and of expediting permanent repair including overtime working and the use of express or other means of rapid transport provided that the cost does not exceed 50% of the normal cost of repair or €32,500 whichever is the lesser amount.

Extensions applicable to Item 2 – Increased Cost of Working

The insurance by Item 2 – Increased Cost of Working of this Section is extended to cover:

1. Additional Lease

additional lease or hire charges arising out of the replacement of a lease or hire agreement in respect of the **Computer Equipment** by a new agreement for similar equipment in consequence of **Damage** covered by Item 1 – Material Damage

Provided that:

- (a) the period in respect of which such charges shall be paid shall not extend beyond the expiry date of the original agreement
- (b) the total additional charges payable in respect of any one occurrence shall not exceed €32,500

2. Accountants Fees

professional accountants' fees necessarily and reasonably incurred for producing any particulars or any other proofs information or evidence as may be required under Condition 2. Other Claims of the General Claims Conditions and reporting that such particulars are in accordance with **Your** books of accounts or other business books or documents provided that the amount payable in respect of any one occurrence shall not exceed €32,500.

Employers' Liability Section

This Section is only operative if stated in the Schedule

Definitions

Bodily Injury

Death, bodily injury, disease or illness.

Territorial Limits

Anywhere within Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with **You** provided that the contract of service or apprenticeship was entered into in Ireland and the action for damages is brought against **You** in a Court of Law in Ireland, the United Kingdom or any member country of the European Union.

Cover

We will indemnify **You** in respect of all sums which **You** shall become legally liable to pay in respect of any claim for damages by an **Employee** for **Bodily Injury** caused during the period of insurance within the **Territorial Limits** and arising out of and in the course of their employment by **You** in connection with **Your Business**

Our liability for all compensation payable by **You** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy

The Limit of Indemnity shall be inclusive of:

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims
- (iii) solicitors' fees incurred with the **Our** consent for representation at any Coroner's Inquest or fatal enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Policy

Where **We** agree to indemnify more than one party then nothing in the Policy shall increase **Our** liability to pay any amount in excess of the amount stated as the Limit of Indemnity.

Exclusions applicable to the Employers' Liability Section

1. Offshore Installations Exclusion

We will not indemnify **You** in respect of any claim(s) for damages for **Bodily Injury** caused during any period of insurance and sustained by any **Employee**:

- (a) on any offshore installation or support or accommodation vessel for any offshore installation
- or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation.

2. Road Traffic Act Liability Exclusion

This Section shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation.

Conditions applicable to the Employers' Liability Section

1. Discharge of Liability

We may discharge **Our** liability to **You** in respect of any claim by paying to **You** or on **Your** behalf the maximum amount payable in respect of any one claim against **You** or by **You** or a series of claims against **You** or by **You** arising out of one cause and not exceeding the Limit of Indemnity as stated in the Schedule.

If **We** opt to discharge **Our** liability in this way and have made previous payments in respect of the claim against **You** or by **You** or series of claims against **You** or by **You** arising out of one cause we will pay the balance of the maximum amount to **You** or on **Your** behalf.

Extensions applicable to the Employers' Liability Section

1. Indemnity to Directors and Employees

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

- (a) any **Employee**
- (b) any director, business partner or executive
- (c) any officer member or committee of **Your**:
 - (i) first aid or medical services but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
 - (ii) canteen, social, sports or welfare organisations
 - (iii) fire and ambulance services

We will cover that person at **Your** request against that claim and/or any costs, charges and expenses in respect of it provided that:

- (i) **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims
- (ii) that person is not entitled to indemnity under any other policy
- (iii) that person will keep to and be subject to the terms and conditions of this policy as though they were **You**
- (iv) this extension will not increase the Limit of Indemnity beyond that stated in the Schedule.

2. Indemnity to Principal

Where any contract or agreement entered into by **You** with any Public Authority Company Firm or Person (hereinafter called the Principal) so requires **We** will:

- (a) indemnify **You** against liability arising in connection with and assumed by **You** by virtue of such contract or agreement
or
- (b) indemnify the Principal in like manner to **You** in respect of the Principal's liability arising from the performance of such contract or agreement

but only so far as concerns liability as described in this Section to **Your Employee**

Provided always that:

- (i) **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims
- (ii) the Principal shall as though they were **You** observe fulfil and be subject to the terms and conditions of this Policy in so far as they can apply
- (iii) this extension will not increase the Limit of Indemnity beyond that stated in the Schedule.

3. Wrongful Arrest

The definition of **Bodily Injury** is extended to include wrongful arrest detention imprisonment or eviction of any **Employee** by **You** up to a maximum limit of liability of €20,000 any one incident and €100,000 in the aggregate in any period of insurance. The limit of liability shall be inclusive of all costs and expenses.

4. Private Work

This Section is extended to indemnify **You** or any of **Your** directors, business partners, executives or **Employees** in respect of private work undertaken by **Your Employees** for such director, business partner or executive

Provided that:

- (a) such work is undertaken with **Your** prior consent
- (b) such work is not undertaken in connection with any trade or business
- (c) this extension shall not apply to liability more specifically insured under any other insurance
- (d) any person indemnified under this extension shall as though they were **You** observe fulfil and be subject to the terms limitations and conditions of the Policy
- (e) **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims.

Public Liability Section

This Section is only operative if stated in the Schedule

Definitions

Bodily Injury

Death, bodily injury, disease or illness.

Products

Any commodities or goods whether as a unit or part thereof or a thing in whole or in part (including packaging containers and labels) sold supplied manufactured hired out constructed erected installed treated repaired serviced processed stored handled transported or disposed of by **You** or on **Your** behalf or any structure constructed erected or installed or contract work executed by **You** or on **Your** behalf in the course of the **Business**.

Territorial Limits

Anywhere within the limits of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man and including non-manual work carried out during temporary visits elsewhere in connection with the **Business** by directors and **Employees** normally resident in and travelling from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man.

Cover

We will indemnify **You** in respect of **Your** legal liability for:

- (a) accidental **Bodily Injury**
- (b) accidental loss of or accidental damage to material property including consequential loss arising directly therefrom
- (c) accidental obstruction, accidental trespass, accidental nuisance or accidental interference with pedestrian road rail air or waterborne traffic

occurring during the period of insurance within the **Territorial Limits** in connection with the **Business**

Our liability for all compensation payable by **You** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy.

Where **We** agree to indemnify more than one party then nothing in the Policy shall increase **Our** liability to pay any amount in excess of the amount stated as the Limit of Indemnity.

Exclusions applicable to the Public Liability Section

We will not indemnify **You** in respect of any liability:

1. Motor Exclusion

arising directly or indirectly from the ownership or possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or mobile plant:

- (a) which is licensed for road use
- or
- (b) for which compulsory motor insurance or security is required
- or
- (c) which is more specifically insured

Provided always that this exclusion shall not apply in respect of:

- (i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- (ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- (iii) the unauthorised movement on **Your** premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

2. Vessels and Craft Exclusion

arising directly or indirectly from the ownership or possession or use by **You** or on **Your** behalf of craft designed to travel through air or space hovercraft or watercraft other than non-mechanically powered craft used on inland waterways

3. Trailers Exclusion

arising directly or indirectly from the ownership or possession or use by **You** or on **Your** behalf of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act

4. Products No Longer in Your Custody or Control Exclusion

arising directly or indirectly from **Products** after they have ceased to be in the **Your** custody or control other than food or beverages supplied by **You** in connection with the **Business** for consumption at any premises where **You** are carrying on the **Business** within the **Territorial Limits**

5. Property Being Worked On Exclusion

for loss of or damage to that part of any property upon which **You** or any servant or agent of **Yours** is or has been working where the loss or damage is the direct result of such work

6. Property in Your Custody or Control Exclusion

for loss of or damage to property belonging to **You** or held in trust by or borrowed rented leased or hired for use by **You** but this exclusion shall not apply to:

- (a) the personal effects (including vehicles and their contents) of directors **Employees** and visitors for which **You** are legally responsible
- (b) buildings or their contents temporarily occupied by **You** for the purpose of carrying out work therein or thereon
- (c) premises (or fixtures and fittings therein) hired, rented, leased or lent to **You** other than damage if liability is assumed by **You** under a tenancy or other agreement and would not have attached in the absence of such agreement

7. Subsidence/Collapse Exclusion

for damage to property or land or building or loss caused directly or indirectly by:

(a) subsidence

or

(b) collapse

or

(c) removal or weakening of support

8. Liquidated or Punitive Damages or Fines Exclusion

in respect of liquidated damages fines penalties aggravated exemplary or punitive damages

9. Contractual Liability Exclusion

which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

10. Professional Advice Exclusion

arising directly or indirectly out of advice designs or specifications provided by **You** for a fee or in circumstances where a fee would normally be charged

11. Employees Exclusion

for **Bodily Injury** sustained by any **Employee** whilst working for **You** in connection with the **Business** where such **Bodily Injury** arises out of and in the course of the employment

12. Pollution or Contamination Exclusion

in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule of this section of the Policy

Provided always that **Our** total liability to pay compensation shall not exceed the Limit of Indemnity stated in the Schedule of this Section of the Policy

For the purposes of this condition "Pollution or Contamination" shall be deemed to mean:

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss or damage or **Bodily Injury** directly or indirectly caused by such Pollution or Contamination

13. Treatment Exclusion

arising out of treatment or the dispensing of medicines or drugs.

Conditions applicable to the Public Liability Section

1. Discharge of Liability

We may at any time pay any Limit of Indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with **Our** written consent prior to the date of such payment.

Extensions applicable to the Public Liability Section

1. Legal Costs

In addition to the indemnity provided by this Section **We** will indemnify **You** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by **Us** or with **Our** consent.

2. Additional Benefit

We will pay the costs incurred with **Our** consent for:

- (a) representation at any Coroner's Inquest or fatal enquiry in respect of any death
- (b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

3. Indemnity to Directors and Employees

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

- (a) any **Employee**
- (b) any director or business partner
- (c) any **Employee** acting as a member of **Your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given

- d) any officer or member of **Your** canteen, social, sports or welfare organisations

We will cover that person at **Your** request against that claim and/or any costs, charges and expenses in respect of it

Provided that:

- (i) **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims
- (ii) that person is not entitled to indemnity under any other policy
- (iii) that person will keep to and be subject to the terms and conditions of this Policy as though they were **You**
- (iv) this extension will not increase the Limit of Indemnity beyond that stated in the Schedule.

4. Indemnity to Principal

In the event of any claim in respect of which **You** would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal **We** will at **Your** request indemnify the said Public or Local Authority or Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims.

5. Cross Liabilities

Where this Policy is issued in the joint names of more than one party **We** will cover each party as though a separate Policy had been issued to each of them. Provided that the total amount **We** will pay to all such parties will not exceed the amount payable if they comprised only one party and in any event will not exceed the Limit of Indemnity stated in the Schedule:

6. Personal Liability

At **Your** request cover will apply in respect of the personal liability of any:

- (a) director, business partner or **Employee**
- (b) the family of that director, business partner or **Employee** while accompanying that person during temporary visits anywhere in the world for the purpose of the **Business**.

Provided that:

- (i) this will not apply to liability more specifically insured under any other insurance
- (ii) the persons listed above comply with the terms and conditions of this Policy.

Excluding any liability:

1. arising from any contract or agreement which imposes a liability that **You** would not otherwise have been under
2. arising from the ownership or occupation of land or buildings
3. arising from the carrying out of any trade or profession
4. arising from the ownership, possession or use of:
 - (a) firearms excluding sporting guns
 - (b) mechanically propelled vehicles
 - (c) craft designed to travel through air or space
 - (d) hovercraft and watercraft
 - (e) animals of dangerous species as stipulated by the Control of Dogs Act 1986 and Statutory Instrument 1991 Control of Dogs (Restriction of Certain Dogs) Regulations
5. arising from damage to property owned by or held in trust by:
 - (a) **You**
 - (b) any director, business partner or **Employee**
 - (c) the family of any director, business partner or **Employee** while accompanying these people during temporary visits anywhere in the world for the purpose of the **Business**
6. for accidental **Bodily Injury** sustained by:
 - (a) **You**
 - (b) any director, business partner or **Employee**
 - (c) the family of any director, business partner or **Employee** while accompanying those people during temporary visits anywhere in the world in the **Business**.

7. Wrongful Arrest

The definition of **Bodily Injury** is extended to include wrongful arrest detention imprisonment or eviction of any person (other than any **Employee**) by **You** up to a maximum limit of liability of €20,000 any one incident and €100,000 in the aggregate in any period of insurance. The limit of liability shall be inclusive of all costs and expenses.

8. Private Work

This Section is extended to indemnify **You** or any of **Your** directors business partners executives or **Employees** in respect of private work undertaken by **Your Employees** for such directors business partners or executives

Provided that:

- (a) such work is undertaken with **Your** prior consent
- (b) such work is not undertaken in connection with any trade or business
- (c) this extension shall not apply to liability more specifically insured under any other insurance
- (d) any person indemnified under this extension shall as though they were **You** observe fulfil and be subject to the terms limitations and conditions of the Policy
- (e) **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims.

Products Liability Section

This Section is only operative if stated in the Schedule

Definitions

Bodily Injury

Death, bodily injury, disease or illness.

Products

Any commodities or goods whether as a unit or part thereof or a thing in whole or in part (including packaging containers and labels) sold supplied manufactured hired out constructed erected installed treated repaired serviced processed stored handled transported or disposed of by **You** or on **Your** behalf or any structure constructed erected or installed or contract work executed by **You** or on **Your** behalf in the course of the **Business**.

Territorial Limits

Anywhere in the world in respect of **Products** supplied in or from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man provided always that the action for damages is brought against **You** in a Court of Law in Ireland, the United Kingdom or any member country of the European Union.

Cover

We will indemnify **You** in respect of **Your** legal liability for:

- (a) accidental **Bodily Injury**
- (b) accidental loss of or accidental damage to material property including consequential loss arising directly therefrom occurring during the period of insurance within the **Territorial Limits** in connection with the **Business** and caused by **Products**

Our liability for all compensation payable by **You** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity specified in the Schedule of the Policy

Where **We** agree to indemnify more than one party then nothing in the Policy shall increase **Our** liability to pay any amount in excess of the amount stated as the Limit of Indemnity.

Exclusions applicable to the Products Liability Section

We will not indemnify **You** in respect of any liability:

1. Products Exclusion

caused by or arising from:

- (a) replacing reinstating rectifying repairing or recalling any **Products**
- (b) guaranteeing the performance of any **Products**

2. Aircraft Products Exclusion

arising from any **Products** which at the time of the contract of sale or supply are knowingly sold or supplied for use in any aircraft spacecraft hovercraft watercraft or mechanically propelled vehicle

3 Exports to the USA or Canada Exclusion

arising from any **Products** exported to the United States of America or Canada

4. Products in Your Custody or Control Exclusion

arising from any **Products** in **Your** custody or control

5. Liquidated or Punitive Damages or Fines Exclusion

in respect of liquidated damages fines penalties aggravated exemplary or punitive damages

6. Contractual Liability Exclusion

which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

7. Professional Advice Exclusion

arising directly or indirectly out of advice designs or specifications provided **You** for a fee or in circumstances where a fee would normally be charged

8. Employees Exclusion

for **Bodily Injury** sustained by any **Employee** whilst working for **You** in connection with the **Business** where such **Bodily Injury** arises out of and in the course of the employment

9. Pollution or Contamination Exclusion

in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Our liability for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule of this Section of the Policy

Provided always that **Our** total liability to pay compensation shall not exceed the Limit of Indemnity stated in the Schedule of this Section of the Policy

For the purposes of this condition "Pollution or Contamination" shall be deemed to mean:

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss or damage or **Bodily Injury** directly or indirectly caused by such Pollution or Contamination.

Conditions applicable to the Products Liability Section

1. Discharge of Liability

We may at any time pay any Limit of Indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of costs and expenses incurred with **Our** written consent prior to the date of such payment.

Extensions applicable to the Products Liability Section

1. Legal Costs

In addition to the indemnity provided by this Section **We** will indemnify **You** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by **Us** or with **Our** consent.

2. Additional Benefit

We will pay the costs incurred with **Our** consent for:

- (a) representation at any Coroner's Inquest or fatal enquiry in respect of any death
- (b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section.

3. Indemnity to Principal

In the event of any claim in respect of which **You** would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal **We** will at **Your** request indemnify the said Public or Local Authority or Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that **We** shall not be liable under this extension unless **We** have the sole conduct and control of all claims.

4. Cross Liabilities

Where this Policy is issued in the joint names of more than one party **We** will cover each party as though a separate policy had been issued to each of them

Provided that the total amount **We** will pay to all such parties will not exceed the amount payable if they comprised only one party and in any event will not exceed the Limit of Indemnity stated in the Schedule.

Extension applicable to Employers' Liability, Public Liability and Products Liability Sections of the Policy

1. Safety Health and Welfare at Work Act 2005

This Policy subject to its terms and limitations extends to indemnify **You** or any director or **Employee** of **You** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **Our** consent to act for or on behalf of **You** or any director or **Employee** in their defence against a criminal charge

for a breach or an alleged breach of the Safety Health and Welfare at Work Act 2005 (or any amendment or replacement thereof) committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against such director or **Employee** or **You** arising from such proceedings

Provided always that:

- (a) This extension shall apply only to proceedings brought in a Court of Law in Ireland
- (b) **We** will be under no liability:
 - (i) where **You** or any director or **Employee** is insured by any other policy
 - (ii) where the criminal charge is in respect of any deliberate or intentional criminal act by **You** or any director or **Employee**
 - (iii) in respect of legal fees and expenses which **You** or any director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **Employee**
 - (iv) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
 - (v) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- (c) **You** or any director or **Employee** shall give to **Us** immediate notice of any summons or other process served upon **You** or any director or **Employee** and of any event that may give rise to proceedings against **You** or any director or **Employee**.

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 customercare@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 pending) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

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