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# General Commercial

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POLICY WORDING

## IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

## CLAIMS PROCEDURE

If you wish to make a claim, please contact us on 01 6095601 quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at [www.travelers.ie](http://www.travelers.ie)

## COMPLAINTS PROCEDURE

### Our Promise To You

1. We will acknowledge complaints promptly
2. We will investigate quickly and thoroughly
3. We will keep you informed of progress
4. We will do everything to resolve your complaint fairly
5. We will learn from our mistakes and use your feedback to continually improve our service

### What To Do If You Have A Complaint

If you are dissatisfied with any aspect of our service, please contact us on 01 6095600 or email us at: [CustomerRelations@travelers.com](mailto:CustomerRelations@travelers.com). quoting your policy number or claim reference if appropriate. Alternatively, you can write to us at the address below:

The Compliance Officer, Third Floor, Block 8  
Harcourt Centre, Charlotte Way, Dublin 2

If we have not been able to resolve your complaint to your satisfaction and you are an eligible complainant, you may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) at the address below:

Financial Services and Pension Ombudsman Third Floor,  
Lincoln House, Lincoln Place, Dublin 2 D02 VH29  
Email: [info@fspoi.ie](mailto:info@fspoi.ie) Website: [www.fspoi.ie](http://www.fspoi.ie)  
Tel: +353 1 567 7000

## USING PERSONAL DATA: - FAIR PROCESSING NOTICE

### How we treat information about you and your rights under data protection legislation.

In order to provide our insurance services, we (Travelers Insurance Designated Company acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, we will pass your policy details to the Motor Third Party Liability database maintained by the Motor Insurers' Bureau of Ireland (MIBI). For information about how the MIBI may use this information, please click [www.travelers.ie/privacy-policy](http://www.travelers.ie/privacy-policy)

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click: [www.travelers.ie/privacy-policy](http://www.travelers.ie/privacy-policy)

## SUMMARY OF CONFLICTS OF INTEREST POLICY

Travelers maintain an internal Conflict of Interest policy which identifies circumstances which may give rise to a potential for conflict of interest.

Where a conflict of interest or suspected conflict of interest has been identified, and cannot be reasonably avoided, we will disclose the general nature and or source of the conflict of interest to you and your insurance intermediary.

Travelers will not proceed and bind any insurance contract with you unless you the policyholder have acknowledged, in writing, that you are aware of the conflict of interest and still want to proceed with your insurance contract with us, and, that your intermediary confirms in writing the conflict does not damage your best interests.

## COOLING-OFF PERIOD

If your annual turnover is EUR 3,000,000 or less, you can cancel this policy within 14 days from the date you received your insurance documentation ('the cooling-off period').

If you choose to cancel this policy during the cooling-off period, we will return your premium in full provided that you have not:

- a) made a claim under the policy, or
- b) changed any term or condition of the policy during the cooling-off period

The deemed date of receipt of your insurance documentation shall be the day of sending (if sent by email) or the second day after posting (if sent by post).

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## The Contract of Insurance

The Named Insured having made to the Company a Proposal and declaration which shall be the basis of this contract and having paid or agreed to pay the premium to the Company the Company will provide the insurance indicated in the Policy Sections during the Period of Insurance stated in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy or during any subsequent Period of Insurance for which the Company may accept payment subject to the terms conditions and exclusions contained herein or endorsed hereon

The Policy and the Proposal shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the General Definitions or specific Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Section respectively and unless the context requires otherwise

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) person includes a body corporate

# General (Terms and Conditions)

## General Definitions

### 1. Advertising

The word 'Advertising' shall mean attracting the attention of others for the purpose of seeking customers or supporters or increasing sales or business

### 2. Advertising Material

The words 'Advertising Material' shall mean any material that is subject to copyright law and that is intentionally used by others in Advertising

### 3. Agent

The word 'Agent' shall mean any person company firm or sub-contractor directly appointed by the Named Insured to act on their behalf

### 4. Ancillary Equipment

The words 'Ancillary Equipment' shall mean air conditioning equipment generating equipment voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat and smoke detection equipment gas flooding cylinders pipe work and computer room equipment partitioning used solely in connection with Computer and Telecommunication Equipment

### 5. Bodily Injury

The words 'Bodily Injury' shall mean

- (a) death injury disease or illness of any person
- (b) mental injury or mental anguish and shock that results in a recognisable psychiatric injury

### 6. Business

The word 'Business' shall mean the business described in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy carried on by the Named Insured at or from premises within the Territorial Limits and shall include

- (a) the ownership and/or occupancy use repair maintenance and decoration of the premises occupied by the Named Insured for the Business other than structural alteration addition or demolition of any building or any operations in connection with such alteration addition or demolition
- (b) the provision and management by the Named Insured of catering sports social welfare and educational organisations for the benefit of any employee and fire first aid medical dental ambulance and security services
- (c) private work carried out by an Employee for the Named Insured or for any director partner or executive of the Named Insured provided such

work is undertaken with the prior consent of the Insured and is not undertaken in connection with any trade or business

### 7. Company

The word 'Company' shall mean Travelers Insurance Designated Activity Company

### 8. Compensation

The word 'Compensation' shall mean compensatory damages imposed by law including interest which may be awarded on such damages

### 9. Computer and Telecommunication Equipment

The words 'Computer and Telecommunication Equipment' shall mean a network of machine components microprocessors computer chips or other computerised or electronic components or equipment capable of accepting information processing it according to a plan and producing the desired results Computer and Telecommunication Equipment includes fixed disks and tape drives printers visual display unit screens modems personal computers remote terminals interconnection wiring and telecommunication equipment

### 10. Computer Fraud

The words 'Computer Fraud' shall mean the dishonest or fraudulent electronic transfer through use of any computer system of Money securities or property or any other pecuniary advantage or financial benefit to the deprivation of a Third Party and for the purposes of this definition 'Securities' means negotiable and non-negotiable instruments or contracts representing either money or other property 'Property' means tangible property other than Money or securities Money shall include electronic cash equivalents

### 11. Computer Misuse

The words 'Computer Misuse' shall mean deliberate or accidental misuse abuse or contamination or corruption of hardware equipment software programs data records or information in relation to any computer

Computer Misuse shall include but not be limited to the modification destruction or theft of data or information entrusted to the Named Insured by the Insured's customers or suppliers that is held on the Computer or Telecommunication System

### 12. Computer or Telecommunication System

The words 'Computer or Telecommunication System' shall mean

- (a) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network used for any purpose other than as stated in (b) hereunder owned leased or rented by the Named Insured or for which they are legally responsible
- (b) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network owned leased or



rented by the Named Insured or for which they are legally responsible used for the purpose of operating or controlling machinery or equipment

### 13. Computer Virus

The words 'Computer Virus' shall mean a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy alter contaminate or degrade the integrity quality or performance of) data or any computer application software computer network or computer operating system and related software

### 14. Cybermedia

The word 'Cybermedia' shall mean the internet any extranet the world wide web any web-site e-mail or any electronic bulletin board chat room or newsgroup

### 15. Data

The word 'Data' shall mean facts concepts and/or information converted to a form useable in the Named Insured's computer operations owned leased or rented by the Named Insured or for which they are legally responsible.

### 16. Deductible

The word 'Deductible' shall mean the amount for which the Named Insured is responsible the application of which is further defined in General Exclusion 5

### 17. Defined Peril

The words '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 storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

### 18. Denial of Access

The words 'Denial of Access' shall mean the inability of a Third Party who is authorised to do so by the Named Insured

- (a) to gain access to the Computer or Telecommunication System and/or
- (b) to be able to use the Computer or Telecommunication System to communicate with other computers or computer networks

### 19. Employee

The word 'Employee' shall mean any

- (a) person under a contract of service or apprenticeship with the Named Insured
- (b) labour only sub-contractor or labour master or any person supplied by them
- (c) self-employed person supplying labour only
- (d) person hired to or borrowed by the Named Insured

- (e) person under work experience or similar schemes

whilst working directly for the Named Insured in connection with the Business

### 20. Event

The word 'Event' shall mean an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy

### 21. Financial Loss

The words 'Financial Loss' shall mean financial loss unaccompanied by either Injury or Damage

### 22. Fixed Media

The words 'Fixed Media' shall mean media integral to Computer and Telecommunications Equipment

### 23. Hacking Event

The words 'Hacking Event' shall mean an attack that allows unauthorised access to the Computer or Telecommunication System by electronically circumventing the security systems and procedures

### 24. Inception Date

The words 'Inception Date' shall mean the date on which the Policy becomes effective

### 25. Infringement of Intellectual Property Rights

The words 'Infringement of Intellectual Property Rights' shall mean

- (a) the infringement or violation of any copyright patent title slogan trademark trade name trade dress service mark service name registered design trade secrets moral rights database rights semiconductor topography rights or other intellectual property rights or laws
- (b) plagiarism or any act of passing off or unauthorised use or appropriation of confidential information or domain name or metatag or Uniform Resource Location

### 26. Injury

The word 'Injury' shall mean

- (a) Bodily Injury
- (b) false arrest wrongful detention or false imprisonment or malicious prosecution of any person
- (c) wrongful entry or eviction or other invasion of the right of private occupancy

### 27. Insured

The word 'Insured' shall include

- (a) the Named Insured as specified in the Schedule
- (b) at the request of the Named Insured

- (i) any director partner Employee or volunteer worker of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured
  - (ii) any officers committees or members of the catering sports social welfare health and safety and educational organisations fire first aid medical dental ambulance and security services owned by the Named Insured in their respective capacities as such
  - (iii) any officers or trustees of the Named Insured's pension scheme(s)
- (c) the legal personal representative of any party covered hereunder in accordance with paragraph (b) above

Provided that

- (a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- (b) the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy

## 28. Media

The word 'Media' shall mean solely the materials on which Data and/or Programs are recorded

## 29. Money

The word 'Money' shall mean current coins bank and currency notes postal and money orders bankers drafts cheques giro drafts and payment orders travellers cheques bills of exchange postage stamps unexpired units in franking machine national savings certificates prize bonds debit/credit/charge card sales vouchers luncheon vouchers trading stamps VAT input documents travel tickets telephone paycards and consumer redemption vouchers

Money shall include securities for money for the purposes of the Property Damage Section and any optional extension applicable thereto

## 30. Named Insured

The words 'Named Insured' shall mean persons firms bodies corporate or entities as specified in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy or their legal personal representative

## 31. Period of Insurance

The words 'Period of Insurance' shall mean the period stated in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy

## 32. Policy

The word 'Policy' shall mean this Policy document comprising its general definitions conditions and exclusions and the Sections stated as operative in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy

## 33. Pollution

The word 'Pollution' shall mean the discharge dispersal release or escape of smoke vapours soot fumes acid alkalis toxic chemicals liquids or gases waste materials or other irritants contaminations or pollutants into the air or into or onto land or a body of water

## 34. Products

The word 'Product' shall mean a tangible thing (including containers packaging or labels) developed manufactured sold supplied hired out repaired serviced altered installed erected processed tested treated stored or transported by or on behalf of the Named Insured in connection with the Business which has ceased to be in the custody or control of the Insured

## 35. Professional Healthcare Services

The words 'Professional Healthcare Services' shall mean the medical treatment and/or care rendered by members of the health care professions including medical and dental practitioners nurses and midwives professions allied to medicine ambulance personnel laboratory staff and relevant technicians or by any other Employee consequent on decisions or judgements made by members of those professions acting in their professional capacity or in the course of their duties for and on behalf of the Insured

## 36. Programs

The word 'Programs' shall mean a sequence of instructions given to a computer that are either purchased or written on a custom basis owned leased or rented by the Named Insured or for which they are legally responsible

## 37. Proposal

The word 'Proposal' shall mean all information provided and all statements or declarations made to the Company by or on behalf of the Named Insured

## 38. Reinstatement of Data

The words 'Reinstatement of Data' shall mean the reinstatement of Data following accidental loss distortion corruption or erasure of such Programs

## 39. Reinstatement of Programs

The words 'Reinstatement of Programs' shall mean the reinstatement of Programs following accidental loss distortion corruption or erasure of such Programs

**40. Renewal Date**

The words 'Renewal Date' shall mean the first day immediately subsequent to the expiry of the Period of Insurance

**41. Schedule**

The word 'Schedule' shall mean the Schedule to the Policy

**42. Service**

The word 'Service' shall mean the provision for others of any professional advice consultancy or other assistance relating to the information technology or telecommunications systems provided by the Named Insured in connection with the Business

If the Errors and Omissions Section is operative on the Policy Schedule this definition does not apply to that section

**43. Slogan**

The word 'Slogan' shall mean a phrase that others intentionally use to attract attention to their business operations

**44. Territorial Limits**

The words 'Territorial Limits' shall mean Republic of Ireland Great Britain Northern Ireland The Isle of Man or Channel Islands

**45. Third Party**

The words 'Third Party' shall mean a person firm or company other than the Insured

**46. Title**

The word 'Title' shall mean a name of literary or artistic work

**47. Unfixed Media**

The words 'Unfixed Media' shall mean Media (other than Fixed Media and paper records of any description) owned by or leased hired or rented to the Named Insured

**48. Vehicle(s)**

The word 'Vehicle(s)' shall mean any mechanically propelled vehicle(s) or trailer(s) including accessories and spare parts whilst thereon or temporarily detached therefrom



**1. Adjustment of Premiums**

If the premium for the policy or any policy section has been calculated on estimates given by the Named Insured at the commencement of a period of insurance each premium so calculated is provisional and will be subject to adjustment at the expiry of each period of insurance

The Named Insured will keep an accurate record of all relevant particulars which will be available to the Company for inspection within three months after the expiry of the period of insurance shown in the Schedule the Named Insured will forward to the Company an accurate statement in the form prescribed (certified auditors accounts if so required by the Company) so that the premium for that period can be calculated and the difference paid or allowed to the Named Insured subject to the Company retaining any Minimum Premium specified in the Schedule

Should the Named Insured fail to supply such a statement the Company shall be entitled if it so wishes to charge an additional premium in respect of the Period of Insurance

**2. Alteration**

The Named Insured shall give notice to the Company as soon as is reasonably practicable of any fact or event affecting the risks insured by this Policy which is or might be material to the Company

**3. Arbitration**

Any dispute or difference arising between the Named Insured and the Company regarding this Policy shall be referred to a senior counsel to be mutually agreed upon by the Named Insured and the Company In the absence of such agreement an arbitrator shall be appointed by the parties in accordance with the statutory provisions that exist at the relevant time Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

**4. Assignment**

Assignment of interest under this insurance shall not bind the Company without its written consent

**5. Cancellation**

This insurance or any cover included herein may be cancelled at any time by the Company by giving 30 days notice by Registered Letter to the Named Insured at their last known address the Named Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance

However under the Road Risks Section the Company will not allow the Named Insured such return premium until they have received back the certificate(s) and disc(s) on issue

**6. Change of Risk or Interest**

The Company shall not be liable if

- (a) any change or alteration in the Premises the Vehicles the Business or the occupancy or duties of the Named Insured increases the risk of loss or accident
- (b) the Named Insured's interest ceases (unless the cessation is brought about by will or operation of law) except where such alteration is notified to and accepted by the Company

**7. Claims (Duties owed by the Insured) Special Definition**

The words 'Letter of Claim' where used in this condition shall mean any written correspondence indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained

- (a) in respect of all incidents (including all Employers' Liability related accidents and/or work-related illnesses) if circumstances should exist and/or on the happening of any Event which may give rise to a claim under this Policy the Insured shall within 90 days give notice thereof to the Company in writing
- (b) every Letter of Claim writ summons process impending prosecution notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to the Company unacknowledged
- (c) in the case of loss or damage involving theft of or malicious damage to property the Insured shall immediately notify the Police and provide all reasonable assistance in
  - (i) identifying and prosecuting the person(s) involved
  - (ii) recovering such stolen property
- (d) the Insured if required by the Company shall attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance and do and concur in doing whatever the Company may require in connection with any circumstance event or claim
- (e) following receipt by the Insured of a Letter of Claim the Insured shall within 45 days provide to the Company copies of all documents records and minutes of meetings necessary to consider the claim fully

the Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with

(if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto

- (f) the Insured shall bear their own costs and expenses under this Condition unless specific cover is provided within any Section of the Policy
- (g) no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

## 8. Claims (Company's Rights)

- (a) The Company may
  - (i) investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate and the costs incurred by the Company in this undertaking shall be subject to any Deductible shown in the relevant Section Schedule under which the claim is being brought by the Insured irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim
  - (ii) at its discretion take over and control the legal representation of the Insured at any inquest inquiry or other proceedings in any Court concerning any matter that has or may give rise to a claim hereunder and/or the defence and settlement of any claim The Company shall conduct such representation and defence and settlement of claims as it sees fit to do In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Deductible applicable
- (b) the Company may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid and less the amount of any Deductible) or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder

The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having acted in such a way

## 9. Condition Precedent

The due observance of the terms provisions and amendments of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers and information supplied on or in connection

with the Proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy

## 10. Contribution

If at the time any claim arises under this Policy there be any other insurance effected by or on behalf of the Insured covering the same property and/or same liability and/or same protection the Company will not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith

## 11. Cross Liabilities

Where the Named Insured comprises more than one party the Company will indemnify each Named Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedules or elsewhere in the Policy as the Limit of Indemnity regardless of the number of parties claiming to be indemnified provided

- (a) the Company shall not indemnify the Named Insured against liability for which an indemnity is or would be granted under any Employers' Liability insurance but for the existence of this Policy
- (b) in respect of claims under the Errors and Omissions Section (where this sections isoperative) this condition will only apply where the claim does not emanate originally from the Named Insured

## 12. Finance Act 1990

The appropriate Stamp Duty has been paid or will be paid in accordance with the provision of Section 113 of the Finance Act 1990

## 13. Insurance Act 1936

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

## 14. Jurisdiction

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) provided that the indemnity provided by the Employers' Liability Section where operative will not apply to any action for Compensation brought against the Insured in any court outside the European Union

This condition does not apply to the Errors and Omissions Section if it is operative on the Policy Schedule

**15. Misrepresentation and Fraud**

This insurance shall be voidable

(a) if the Insured has concealed or misrepresented incorrectly described and/or failed to declare any fact or circumstance material to the insurance or its subject matter

or

(b) if the Insured or anyone acting on the Insured's behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter

whether before or after loss

If the Insured notifies any claim knowing it to be false intentionally exaggerated or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

**16. Policy Interpretation**

Any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with Irish law

Each party agrees to submit if required to the jurisdiction of any Court of competent jurisdiction within Ireland and to comply with all requirements necessary to give such Court jurisdiction

**17. Reasonable Precautions Statutory Requirements and Maintenance**

The Insured at its own expense shall

- (a) take all reasonable precautions to prevent or diminish losses or liability arising in connection with the insured risks including the selection and supervision of employees
- (b) comply with all statutory obligations and regulations imposed by any authority
- (c) maintain the premises all vehicles machinery and plant in an efficient and satisfactory state of repair
- (d) keep books with a complete record of all purchases and sales

**18. Risk Improvements/Requirements**

Any risk improvements/requirements deemed necessary by the Company following the Company's survey or surveys of the risk shall be complied with and implemented within the time frame specified by the Company

The Company reserves the right to review all the terms and conditions of the Policy following the survey or surveys

**19. Subrogation**

The Company shall be subrogated to all of the Insured's rights of recovery against any person or organisation before or after any claims payment under this insurance and the Insured shall provide all relevant information and assistance in this regard

Any recovery made shall be applied first to the Company's outlay and then to the Insured's Deductible in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary

The Company shall not exercise said rights against any Employee of the Named Insured unless the claim in question has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of the Employee

**20. Warranties**

Every warranty to which the property insured under this Policy is or may be made subject shall from the time the Warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such Warranty whether it increases the risk or not shall be a bar to any claim in respect of such property

## General Exclusions

The Company shall not be liable

### 1. War and Allied Risks/Dispossession of Property/Radioactive Contamination

in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- (a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

This exclusion does not apply to the Employers' Liability Section where the Named Insured is domiciled in Great Britain Northern Ireland The Isle of Man or The Channel Islands provided that the Limit of Indemnity in this respect shall be reduced to the Euro equivalent of GBP£5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimants' and defence costs and expenses and not for the amount stated in the Employers' Liability Schedule

- (b) permanent or temporary dispossession of any property resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- (c)
  - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
  - (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph (iv) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes
  - (v) any chemical biological bio-chemical or electromagnetic weapon but in respect of Bodily Injury sustained by an Employee this exclusion shall apply only when the Named Insured under a contract or agreement has undertaken either to indemnify another party

or to assume the liability of another party in respect of such Bodily Injury

### Note

General Exclusions 1 (a) and 1 (b) shall not apply to the extent required to satisfy any Road Traffic Act legislation

### 2. Property Coverages Civil Commotion in Northern Ireland

under the

- (a) Property Damage Section
- (b) Business Interruption Section
- (c) Computer and Telecommunication Equipment Section

where operative or any Optional Extension or endorsements attaching thereto in respect of any loss destruction or damage in Northern Ireland directly or indirectly caused or occasioned by or happening through or in consequence of civil commotion

### 3. Property Coverages - Terrorism

under the

- (a) Property Damage Section
- (b) Business Interruption Section
- (c) Computer and Telecommunication Equipment Section

where operative or any Optional Extension or endorsements attaching thereto for loss or destruction or damage or cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from or arising out of or in connection with a 'Terrorist Act' or to any action taken in controlling preventing suppressing retaliating against or responding to or in any way relating to a 'Terrorist Act'

In any action suit or other proceedings where the Company alleges that by reason of the term 'Terrorist Act' any loss destruction or damage or cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such loss destruction or damage or cost or expense is covered shall be upon the Insured

For the purposes of this exclusion

- (a) in respect of loss destruction or damage
  - (i) outside England and Wales and Scotland and/or
  - (ii) to any property which is insured in the name of a private individual and is occupied by that individual for residential purposes

the words 'Terrorist Act' shall mean any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political religious ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of



persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto and which

- i. involves violence against one or more persons or
  - ii. involves damage to property or
  - iii. endangers life other than that of the person committing the action or
  - iv. creates a risk to health or safety of the public or a section of the public or
  - v. is designed to interfere with or to disrupt an electronic system
- (b) in respect of loss destruction or damage in England and Wales and Scotland than loss destruction or damage as described in (a) (ii) above the words 'Terrorist Act' shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other -government de jure or de facto
- (c) the words 'Difference in Conditions or Limits Provision' shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside Great Britain Northern Ireland The Channel Islands or The Isle of Man (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of loss destruction or damage as insured under the Policy at such premises then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

#### **4. Liability Coverages - Terrorism** under the

- (a) Employers' Liability Section
- (b) Public Liability or Public and Products Liability Section
- (c) Errors and Omissions
- (d) Motor Fleet Section

where operative or any Optional Extension or endorsements attaching thereto or under any Difference in Conditions or Limits Provision of the Policy where operative for legal liability loss damage cost or expense of whatsoever nature directly or

indirectly caused or occasioned by or arising from a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act except to the extent stated in the Special Provision Employers' Liability Section and Motor Fleet Section below

In any action suit or other proceedings where the Company alleges that by reason of the term 'Terrorist Act' any legal liability loss damage cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such legal liability loss damage cost or expense is covered shall be upon the Insured

#### **For the purposes of this exclusion**

The words "Terrorist Act" shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

The words 'Difference in Conditions or Limits Provision' shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside the Territorial Limits (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of legal liability loss damage cost or expense as insured under the Policy then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

#### **Special Provision Employers' Liability Section and Motor Fleet Section**

Subject otherwise to the terms conditions and exclusions of the Policy the Terrorism Exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows

- (a) the insurance provided under the Employers' Liability Section where operative and the Named Insured is domiciled in Great Britain Northern Ireland The Isle of Man or The Channel Islands shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland The Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which Employer's Liability (Compulsory Insurance) Act(s) or any amending primary legislation applies

Provided that the Limit of Indemnity in this respect shall be reduced to the Euro equivalent of GBP£5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause



inclusive of all claimants' and defence costs and expenses and not for the amount stated in the Section Schedule

- (b) the insurance provided under the Motor Fleet Section where operative shall continue to satisfy the requirements of the relevant law applicable in Ireland Great Britain Northern Ireland The Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney in respect of the Insured's legal liability for

- (i) death of or Bodily Injury to any person
- (ii) damage to property up to the Euro equivalent of GBP£250,000 in respect of any one claim or number of claims arising out of one Event

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

## 5. Deductible

in respect of the amounts stated in any Schedule as a Deductible for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event as ascertained after the application of the terms conditions and provisions of this Policy including any condition of average and which shall apply to costs and expenses incurred by the Company in investigating such claim irrespective of whether an indemnity is subsequently provided to the Insured

For the purpose of the application of the Deductible it is agreed that

- (a) in respect of the Employers' Liability Section the Public Liability Section the Public and Products Liability Section the Errors and Omissions Section and the Motor Fleet Section where insured

All claims attributable to

- (i) the same act or omission
- (ii) a series of acts or omissions consequent upon or attributable to the same original cause or source

will be regarded as one claim for which the Company's liability shall not exceed any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy

The amount of the Deductible shall form part of such limit of indemnity and for the avoidance of doubt the limit of indemnity shall not apply in excess of the amounts stated as a Deductible

- (b) in respect of the Property Damage Section and Business Interruption and Computer and Telecommunications Equipment Section where insured

- (i) loss or damage arising from one Event which affects one or more Premises of the Insured
- (ii) loss or damage to insured property arising during any one period of 72 consecutive hours and caused by storm tempest flooding or escape of water from tanks apparatus or pipes

shall be deemed a single Event and be treated as one claim

## 6. Cyber Risk Third Party

in respect of all sums which the Insured shall become legally liable to pay as Compensation and claimants' and defence costs and expenses for and arising out of

- (a) failure to protect private or confidential information of others from unauthorised access through the use of Cybermedia when such information is in the custody or control of the Named Insured
- (b) unauthorised use of any Advertising Material Slogan or Title of others in the advertising through the use of Cybermedia of the business
- (c) infringement of Intellectual Property Rights when such infringement occurs in the Named Insured's materials through the use of Cybermedia or in the Named Insured's Product or Service sold or supplied to customers
- (d) plagiarism or unauthorised use of a literary or artistic format character or performance but only when such plagiarism or unauthorised use occurs in the Named Insured's materials through the use of Cybermedia
- (e) transmission of a Computer Virus through the use of Cybermedia or in the Named Insured's materials sold or supplied to customers provided that such Computer Virus shall not have been created by the Insured or its Agent
- (f) any Computer Fraud Computer Misuse Denial of Access or Hacking Event

## 7. Punitive and other Non-Compensatory Damages

in respect of

- (a) exemplary damages
- (b) punitive damages
- (c) aggravated damages
- (d) liquidated damages or damages by way of penalty or fine
- (e) damages resulting from the multiplication of compensatory damages or any payment similar in nature to any of (a) (b) (c) or (d) above

**8. Asbestos**

in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to

(a) the actual alleged or threatened absorption ingestion or inhalation of asbestos in any form by any person

or

(b) existence of asbestos in any form

**9. Silica**

in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related

(a) to the actual alleged or threatened absorption ingestion or inhalation of

(i) silica in any form by any person

(ii) silica in any form or in combination with other particulate suspension(s) or dust(s) by any person or

(b) the existence of silica in any form or in combination with other particulate suspension(s) or dust(s)

**Special Provision Employers' Liability Section**

Subject otherwise to the terms conditions and exclusions of the Policy where the Named Insured is domiciled in Great Britain Northern Ireland The Isle of Man or The Channel Islands General Exclusions 8 and 9 shall not apply in respect of insurance provided under the Employers' Liability Section where operative and this Section shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland The Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which Employers' Liability (Compulsory Insurance) Act(s) or any amending primary legislation applies provided that the Limit of Indemnity in this respect shall be reduced to the Euro equivalent of GBP£5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimants' and defence costs and expenses and not for the amount stated in the Section Schedule

# Property Damage Section

## Definitions

In this Section the following terms shall have the following meanings

### 1. Buildings

The word 'Buildings' shall mean the buildings at the Premises and includes

- (a) landlord's fixtures and fittings therein and thereon
- (b) outbuildings annexes and extensions
- (c) walls gates fences canopies and signs
- (d) car parks yards and pavements
- (e) telephone gas water and electric installations oil tanks piping ducting cable wires and associated control gear and accessories on the Premises and extending to the public mains but only to the extent of the Named Insured's responsibility
- (f) foundations
- (g) drains and sewers within the perimeter of the Premises but only to the extent of the Named Insured's responsibility
- (h) all Glass including framework alarm strips or fittings and lettering thereon

### 2. Damage or Damaged

The words 'Damage' or 'Damaged' shall mean for the purposes of this Section accidental loss or destruction of or damage to the Property Insured

### 3. Glass and Sanitary Ware

The word 'Glass' shall mean flat annealed fixed glass toughened and laminated glass illuminated signs and electric light fittings at the Premises

The words 'Sanitary Ware' shall mean wash basins lavatory pans or other sanitary fittings at the Premises

### 4. In Transit

The words 'In Transit' shall mean whilst in the course of a journey by any means including the process of

- (a) loading and unloading
- (b) temporarily housing during transit for a period of no more than 7 days (excluding storage at rental or under contract for storage packing and/or distribution)

and concluding when the Property has either been placed at the Premises or receipt acknowledged by a consignee

### 5. Machinery Plant and All Other Contents

The words 'Machinery Plant and All Other Contents' shall include

- (a) fixtures and fittings other than landlord's fixtures and fittings
- (b) tenants' improvements alterations and decorations
- (c) office equipment other than as described in (g) and (h) below
- (d) deeds plans designs documents manuscripts business books and records (other than property and Programs and/or Data described in (g) & (h) below) but only for their value as materials together with the cost of clerical labour expended in reproducing them and not for the value to the Named Insured of the information contained therein
- (e) patterns models and moulds up to the value as materials and the cost of labour to reinstate them in so far as they are not otherwise insured
- (f) directors' partners' Employees' and visitors' pedal cycles tools instruments and other personal effects up to a limit of €500 per person

within the Buildings but not Stock or Money or other Property Insured specified in the Schedule

Additionally where there is not a Computer and Telecommunications Equipment Section forming part of this Policy the words 'Machinery Plant and All Other Contents' shall include

- (g) Computer and Telecommunication Equipment (including Fixed Media and Unfixed Media for their value as materials but not Programs or Data) and Ancillary Equipment
- (h) additionally in the event of accidental loss distortion corruption or erasure of Programs and/or Data recorded on Fixed Media and/or Unfixed Media insured by this Section the Company will pay the costs necessarily and reasonably incurred by the Named Insured in
  - (i) the Reinstatement of Programs and/or the Reinstatement of Data but not for the value to the Named Insured of the Data contained therein
  - and
  - (ii) associated documentation and source materials excluding the value to the Named Insured of the information contained therein

for an amount not exceeding €25,000 in respect of any one claim or claims arising from an Event within the Buildings but not Stock or other Property Insured specified in the Schedule

## 6. Premises

The word 'Premises' shall mean buildings with their grounds at the addresses described in the Schedule attaching to the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy

## 7. Property and Property Insured

The words 'Property' and 'Property Insured' shall mean as described in the Schedule and Specification forming part of this Section

## 8. Rent

The word 'Rent' shall mean periodic payments made to the Named Insured or by the Named Insured for the lease of Buildings

## 9. Stock

The word 'Stock' shall mean stock merchandise goods held in trust materials of trade work in progress and finished goods which the Named Insured owns or for which the Named Insured is responsible

## 10. Working Hours

The words 'Working Hours' shall mean the whole period during which the vehicle is being used by its driver in connection with the Business of the Named Insured and which shall include travel to and from the place of work and any break in such journey but shall not include when the vehicle is parked for any overnight rest period

## Cover

### 1. General

If during the Period of Insurance the Property Insured described in the Schedule or any part thereof shall be Damaged (other than by an excluded cause) the Company will pay to the Named Insured the value of the Property or the amount of the Damage at the time of the happening of such Damage in accordance with the Basis of Settlement (or as otherwise provided for herein) or at the Company's option reinstate replace or repair such Property or any part thereof provided that the liability of the Company shall in no case exceed in respect of each insured item the sum insured for that item in the Schedule or in the whole the total sum insured

### 2. Temporary Removal

Subject to the limit specified in the Schedule the insurance on Buildings Machinery Plant & All Other Contents by this Section at the Premises is covered whilst temporarily away from the Premises within the Territorial Limits during the Period of Insurance for the purposes of renovation repair service or cleaning

This Cover does not include

- (a) Damage to motor vehicles normally licensed for normal road use explosives goods any other goods of a dangerous nature deeds plans designs documents manuscripts business books computer system records or Money

- (b) Damage to Property resulting from dishonesty fraudulent actions trick or device or other false pretence of any Employee of the Named Insured
- (c) Property more specifically insured under the Optional Extension - Goods in Transit
- (d) Property held by the Named Insured in trust other than Machinery Plant and All Other Contents

### 3. Mortgagee/Freeholder/Lessor

The interest of the mortgagee/freeholder/lessor in the insurance by this Section shall not be prejudiced by any act or neglect of the Named Insured or occupier of any Building hereby insured whereby the risk of Damage is increased without the authority or knowledge of the mortgagee/freeholder/lessor provided the mortgagee/freeholder/lessor shall immediately on becoming aware thereof give notice in writing to the Company and pay an additional premium if required

### 4. Non-Invalidation

Notwithstanding General Conditions 9 and 15 the insurance by this Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the Premises hereby insured not occupied by the Named Insured whether constituting an increase in risk or not unknown to the Named Insured provided that immediately the Named Insured becomes aware thereof shall give notice to the Company and pay an additional premium if required

### 5. Workmen

Workmen are allowed in or about any of the Premises for the purpose of carrying out minor alterations minor repairs decorations and maintenance without prejudice to this insurance

### 6. Architects' Surveyors' Legal and Other Fees

The insurance in respect of Buildings and Machinery Plant and All Other Contents as specified in the Schedule unless insured by a separate item includes an amount in respect of architects' surveyors' legal and other professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such reinstatement and provided that

- (a) unless (b) below applies the Company's liability for Damage and fees shall not exceed in total the Sum Insured in respect of each insured item of Property Insured
- (b) where there is a specific item in the Schedule for architects' surveyors' legal and other professional fees the Company's liability shall not exceed the Sum Insured in respect of such item in respect of any one claim or claims arising from an Event

### 7. Automatic Reinstatement

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss then in consideration of the

insurance not being reduced by the amount of any loss the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance

#### 8. Capital Additions

The insurance on items specified in the Schedule extends to include

- (a) alterations additions and improvements to Buildings and Machinery Plant and All Other Contents (but not appreciation in value thereof)
- (b) newly acquired and/or occupied property insofar as the same are not otherwise insured anywhere within the Territorial Limits

Provided that

- (a) at any one situation this Cover shall not exceed 15% of the Sum Insured under the relevant item or €500,000 in the aggregate whichever is the less
- (b) the Named Insured shall advise the Company as soon as practicable and in any event within 3 months of any such newly acquired and/or occupied property
- (c) the Named Insured shall pay to the Company any additional premium due

#### 9. Removal of Debris

It is understood that where Buildings and Machinery Plant & All Other Contents are insured this Section extends to include costs and expenses necessarily incurred by the Named Insured with the consent of the Company in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

as a result of Damage insured by this Section

Provided that

- (i) the Company 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 the Pollution or contamination of property not insured by this Section
- (ii) unless (iii) below applies the Company's liability for Damage and removal of debris shall not exceed in total the Sum Insured in respect of each insured item of Property Insured

- (iii) where there is a specific item in the Schedule for removal of debris the Company will pay for costs or expenses incurred in removing debris only to the extent described in such item in the Schedule and the Company's liability shall not exceed the Sum Insured in respect of such item in respect of any one claim or claims arising from an Event

#### 10. Public Authorities

The insurance on Buildings and Machinery Plant and All Other Contents extends to include such additional cost of reinstatement of the Damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or with Bye-Laws of any Municipal or Local Authority provided that

- (a) the amount recoverable under this Extension shall not include
  - (i) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
    - i. in respect of Damage occurring prior to the granting of this extension
    - ii. in respect of Damage not insured by this Section
    - iii. under which notice has been served upon the Insured prior to the happening of the Damage
    - iv. 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
  - (ii) 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 any of the aforesaid Regulations or Bye-Laws not arisen
  - (iii) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect to the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws
- (b) notwithstanding paragraph (a) (i) iv above the insurance under this Extension shall include
  - (i) the additional cost of reinstatement as described herein in respect of undamaged portions of the property provided that
    - i. the Company shall not be liable for such additional cost in respect of any other building or item of contents which



has not sustained Damage hereby insured against

- ii. the amount recoverable shall not exceed
  - in respect of undamaged portions of any other property (other than foundations) 15% of the total amount for which Insurers would have been liable had the building or item of contents been totally destroyed
  - in respect of any one Item of this Policy the relative Sum Insured thereby
- (c) the work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the Damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Company under this extension not being thereby increased
- (d) if the Liability of the Company under this Section apart from this extension shall be reduced by the application of any of the terms and conditions of this Section then the Liability of the Company under this extension in respect of any such Item shall be reduced in like proportion
- (e) the total amount recoverable under any Item of this Section shall not exceed the sum insured thereby
- (f) all the conditions of this Section except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein

#### 11. Glass

Regardless as to whether the Buildings at the Premises are insured the insurance on items specified in the Schedule in respect of Buildings and or Machinery and All Other Contents extends to include should it be the responsibility of the Named Insured the costs incurred in

- (a) replacing all fixed Glass on the interior and exterior of the Buildings including stained glass and any Sanitary Ware
- (b) any necessary boarding up or temporary glazing pending replacement of broken Glass
- (c) removing and re-fixing window fittings or other obstacles to Glass replacement

caused by Damage which is not otherwise excluded by this Section

#### 12. Fire Brigade Charges

This insurance extends to include charges levied by a fire authority under the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured in circumstances which have given rise to or would have given rise to Damage but the liability of the Company under this extension shall not exceed the limit as stated in the Schedule in any one Period of Insurance

#### 13. Fire Extinguishing Expenses

The insurance by this Section extends to include the costs incurred by the Named Insured in recharging replenishing or replacing fire extinguishing appliances and replacing sprinkler heads in automatic sprinkler installations rendered necessary as a result of fire at the Premises for which liability is admitted under this Section

#### 14. Keys

The insurance by this Section extends to include the cost of replacing locks at the Premises following the theft of keys from the Premises during working hours or at the home of any director partner or Employee authorised to hold said keys provided that the Company's liability is limited to €1,000 any one claim or claims arising from an Event

#### 15. Theft Damage to Buildings

When Buildings are not insured by this Section Cover extends to include the cost of repairing Damage to the Buildings caused by theft or attempted theft provided the Named Insured is legally liable for such cost and the Damage aforesaid is not otherwise insured

#### 16. Temporary Removal (Deeds and Documents)

This Section insofar as it applies to deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) and Unfixed Media on which Data and/or Programs are recorded at the Premises extends to cover such property whilst temporarily removed from the Premises anywhere within the Territorial Limits provided that the Company's limit of liability under this Cover shall not exceed €25,000 any one claim or claims arising from an Event

#### 17. Other Interested Parties

The interest of other parties in this insurance is noted it being understood that in the event of loss the nature and extent of such other interest will be disclosed to the Company by the Named Insured in the event of a claim against this Section

#### 18. Services

Notwithstanding insurance provided by this Section in respect of Buildings where insured the insurance in respect of the Property Insured as specified in the Schedule includes surfaces and foundations of yards roads pathways and above ground and underground telephone gas water and electric mains piping cabling meters wires lines electrical instruments and the like and accessories thereof including all supporting structures extending from the building to the perimeter of the Premises and adjoining yards and roadways or to the public mains and plant conveyors and trunking

in the open being the property of the Named Insured or for which they are legally responsible

## 19. Motor Vehicles

Notwithstanding Section Exclusion 11(a) the insurance by this Section extends to include motor vehicles the property of the Named Insured whilst on the Premises insofar as they are not more specifically insured

## Conditions

### 1. Fire Precautions (applicable only if the devices described herein are installed at the Premises)

The Named Insured shall ensure that in respect of

- (a) Fire Break Doors and Shutters  
all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order
- (b) Fire Extinguishing Appliances all fire extinguishing appliances will be regularly inspected and maintained in efficient working order

### 2. Theft Precautions Premises

The Named Insured shall ensure that

- (a) all security devices (other than intruder alarm) including locks fastenings shutters and other methods of securing access to the Premises are in full and effective operation and keys removed from the Premises whenever same is closed for business
- (b) where the Company have required an intruder alarm to be installed or if an Intruder Alarm is already installed on the Premises
  - (i) the intruder alarm must be maintained in an efficient and operational condition at all times and in accordance with its installation specification or as otherwise approved by the Company
  - (ii) a maintenance service contract with the installation company or as otherwise approved by the Company must be in force and the maintenance company immediately advised of any apparent defect in the intruder alarm or its signalling
  - (iii) the intruder alarm shall be put into full and effective operation at all times in respect of 24 hour designated circuits and otherwise the Premises must not be left unattended unless
    - (i) the intruder alarm shall be put into full and effective operation including where the equipment permits any central station to which the intruder alarm is connected acknowledging the setting signal

- (ii) the intruder alarm is regularly tested and is in full and efficient working order

- (iv) immediate written notice shall be given to the Company if the Named Insured receives from the Police or security organisation warning of a possible or intended withdrawal of response to calls from the intruder alarm or of a reduced response level

The insurance provided under this Section does not cover Damage caused by theft or attempted theft from the Premises other than by robbery or attempted robbery where Police response to alarm activation is withdrawn unless written agreement has been obtained from the Company that such insurance remains operative

The words 'intruder alarm' include detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling including ancillary telecommunication systems

### 3. Theft Precautions - Third Party Premises

Whether or not the Named Insured has full control of the security at any third party premises (and accordingly not premises which for the avoidance of doubt Section Conditions 1 and 2 above apply to) the insurance provided under this Section in respect of Damage caused by theft or attempted theft shall be subject to

- (a) all security devices (other than intruder alarm) including locks fastenings shutters and other methods of securing access to such premises being put in full and effective operation and keys removed from the premises whenever they are closed for business and
- (b) where an intruder alarm is installed on such premises
  - (i) the intruder alarm being maintained in an efficient and operational condition at all times and in accordance with its installation specification or as otherwise approved by the Company
  - (ii) the intruder alarm being put into full and effective operation including any central station connection whenever the premises are left unattended

If the above is not fully complied with or if Police response to the intruder alarm is withdrawn no Cover shall apply in respect of theft or attempted theft from the premises (other than by robbery or attempted robbery) unless written agreement has been obtained from the Company that such insurance remains in force

The words 'intruder alarm' include detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling including ancillary telecommunication systems

#### 4. Underinsurance

The Sum Insured by each item of this Section is declared to be separately subject to an Underinsurance Condition The Underinsurance Condition applicable is dependent upon which Basis of Settlement applies and is detailed therein

#### 5. Unoccupancy

The Named Insured shall notify the Company in writing as soon as is reasonable when any Building or part thereof becomes unoccupied for more than thirty consecutive days and shall pay or agree to pay additional premium if required by the Company Further the Named Insured shall notify the Company when an unoccupied Building or part thereof becomes occupied

#### 6. Explosion

In respect of any vessel machinery or apparatus or its contents belonging to or in the custody or control of the Named Insured for which he is responsible Cover against destruction or damage thereto caused by an explosion originating therein is subject to a policy or other contract providing an inspection service that complies with the Statutory Regulations applying in respect of such vessel machinery or apparatus

#### 7. Contracting Purchaser's Interest

If at the time of Damage the Named Insured shall have contracted to sell his interest in any Building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the Property is not otherwise insured against such Damage by him or on his behalf) shall be entitled to benefit under this Policy without prejudice to the rights and liabilities of the Named Insured or the Company until completion

#### 8. Subrogation Waiver

In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which they might become entitled by subrogation against

- (a) any company standing in the relation of parent to subsidiary to the Named Insured
- (b) any company standing in the relation of subsidiary to parent to the Named Insured
- (c) any company which is a subsidiary of a parent company of which the Named Insured is a subsidiary in each case as defined by current legislation

#### 9. Contract Price

In respect only of goods sold but not delivered for which the Named Insured is responsible and with regard to which under the conditions of the sale

contract is cancelled by reason of Damage either wholly or in part the liability of the Company shall be based on the contract price and for the purpose of the Underinsurance Condition the value of all goods to which this Cover would in the event of Damage be applicable shall be ascertained on the same basis

#### 10. Reinstatement

If any Property is to be reinstated or replaced by the Company the Named Insured shall at his own expense provide all such plans documents books and information as may reasonably be required the Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured

#### 11. Company's Rights following a Claim

On the happening of Damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Policy enter take or keep possession of the Premises where such Damage has occurred and take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner

No Property may be abandoned to the Company whether taken possession of by the Company or not

#### 12. Designation

Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in the Named Insured's books

#### 13. Programs and Data

The Named Insured shall

- (a) take all reasonable precautions to prevent accidental loss distortion corruption or erasure of Programs and/or Data
- (b) in respect of Programs maintain a backup copy of the current version at a location other than the respective Premises where the Media on which the Programs are recorded is situate
- (c) in respect of Data maintain a weekly full system backup of Data at a location other than the respective Premises where the Media on which the Data is recorded is situate

### Basis of Settlement

The amount payable for each Item of Property stated in the Schedule will be in accordance with one of the following Basis of Settlements defined below for which a Code is shown beside that Item in the Schedule or the Company at its option may elect to reinstate or replace the Property or any part of it which is lost destroyed or damaged

**1. Indemnity Code INDTY**

Subject to the following Special Provision the Company will pay the value of the Property at the time of its Damage or the amount of such Damage whichever is the lesser

**Special Provision****(a) Underinsurance Condition**

If any Sum Insured to which this Basis of Settlement applies is at the commencement of Damage less than the total value of the Property covered within such Sum Insured the amount payable by the Company in respect of such Damage will be proportionately reduced and the Named Insured considered to be their own insurer for the difference

**2. Reinstatement Code REINS**

Subject to the following Special Provisions the basis upon which the amount payable in respect of the Property Insured is to be calculated will be Reinstatement of the Property Damaged

For this purpose Reinstatement means

(a) the rebuilding or replacement of Property sustaining Damage which provided the liability of the Company is not increased may be carried out

(i) in any manner suitable to the requirements of the Named Insured

(ii) upon another site

(b) the repair or restoration of Property Insured lost or damaged

in either case to a condition equivalent to or substantially the same as but not better than or more extensive than its condition when new

**Special Provisions****(a) Repairs and Restoration**

The liability of the Company for the repair or restoration of Property Insured sustaining Damage in part only shall not exceed the amount which would have been payable had such Property been entirely destroyed

**(b) Underinsurance Condition**

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any Item to which this basis applies exceeds its Sum Insured at the commencement of Damage the amount payable by the Company will not exceed that proportion of the amount of such Damage which the said Sum Insured compares to the total cost of reinstating the whole of such Property Insured at that time

**(c) Alternative Basis of Payment**

Even where this Reinstatement Basis of Settlement applies the amount payable will be in accordance with the Indemnity Basis

(i) unless reinstatement commences and proceeds without unreasonable delay

(ii) until the cost of reinstatement has been incurred

(iii) if the Property at the time of its loss or damage is insured by any other insurance taken out by or on behalf of the Named Insured which is not written on the same basis of reinstatement as defined

**3. Day One Reinstatement Code DAY ONE**

Subject to the following Special Provisions the basis on which the amount payable for the Property Insured Damaged will be calculated is the same as the Reinstatement Basis of Settlement except that Special Provision 2 (b) Underinsurance Condition is restated as follows

If at the time of Damage the Declared Value of the Property Insured covered by such Item is less than the cost of reinstatement at the time Cover on this basis is taken out then the Company's liability for the Damage will not exceed that proportion of the Damage which the Declared Value bears to such cost of reinstatement

**Special Provisions**

(a) The Premium has been calculated on the basis of the Declared Value stated in writing to the Company

(b) Declared Value means the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with the Reinstatement Basis of Settlement paragraph 2(a) at the level of costs applying at the commencement of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for

(i) Removal of Debris

(ii) Professional Fees

(iii) complying with Public Authority Requirements

(c) At the commencement of each Period of Insurance the Named Insured will notify the Company of the Declared Value of the Property Insured by each item In the absence of such declaration the last amount declared by the Named Insured will be taken as the Declared Value for the ensuing Period of Insurance



- (d) The Declared Value for each item of Property insured in accordance with this Basis of Settlement is the amount shown in the brackets below the Sum Insured in respect of each item on the Property Damage Specification
- (e) In the event of loss the liability of the Company in respect of Property insured in accordance with this Basis of Settlement will not exceed
  - (i) the Declared Value applicable to each item multiplied by the Day One Adjustment figure specified in the Schedules
  - or
  - (ii) if Special Provision 2 (c) of the Reinstatement Basis (Alternative Basis of Payment) applies the Declared Value applicable to each item as specified in the Schedules

#### 4. Rent Code RENT

In respect of Rent of Buildings which suffer Damage the Company will pay

- (a) if the loss relates to rent receivable by the Named Insured and where insured by the relevant item in the Schedule the actual reduction in rent received solely in consequence of the Damage but not reduction in rent once the Building or portions of the Building become fit for occupation
- (b) if the loss relates to rent payable by the Named Insured and where insured by the relevant item in the Schedule the amount of rent which continues to be payable by the Named Insured in respect of the Building or portions of the Building which are unfit for occupation in consequence of the Damage

but the Company's liability will be limited to the loss suffered within the period of rent insured (as specified in the Schedule) which commences from the date of the Damage

#### Subject to the following Provisions

##### Insurable Amount

For the purpose of the Underinsurance Condition the Insurable Amount is the annual rent receivable or the annual rent payable at the commencement of the Period of Insurance such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months

##### Underinsurance Condition

If any Sum Insured to which this Basis of Settlement applies is at the commencement of Damage less than the Insurable Amount the amount payable by the Company in respect of such Damage will be proportionately reduced

## Exclusions

The insurance provided under this Section does not cover

1. Damage caused by or consisting of
  - (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - (b) 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 or under the control of the Named Insured
  - (c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - (d) faulty or defective workmanship operational error or omission on the part of the Named Insured or any of his Employees

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

2. (a) Damage caused by or consisting of
  - (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
  - (ii) change in temperature colour flavour texture or finish
  - (iii) the freezing solidification or inadvertent escape of molten material
- (b) Damage consisting of
  - (i) 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
  - (ii) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude such Damage not otherwise excluded which itself results from a Defined Peril or from any other Damage or subsequent Damage which itself results from a cause not otherwise excluded

3. Damage caused by theft or attempted theft of the Property Insured from the Premises as stated in the specification to the Schedule forming part of this Section unless caused by theft or attempted theft of the Property Insured from the Buildings (but not grounds) at the Premises where accompanied by forcible and violent entry to or exit from the buildings or by violence to persons or threat of violence to persons and provided that the Premises have not



been unoccupied for a period of more than thirty consecutive days

4. Damage to Property Insured

(a) away from the Premises (where the insurance on any Property Insured item as stated in the Specification to the Schedule so provides or as provided for under Cover 2 Temporary Removal) caused by theft or attempted theft of the Property Insured

(i) from or on an unattended vehicle or trailer during Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked

(ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked and such vehicle or trailer is garaged in a securely closed and locked building or compound

(iii) from or on an unattended soft topped open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer

(iv) where Property is otherwise left unattended (which term shall mean that the Named Insured is unable to exercise control over or otherwise unable to influence events affecting the Property) unless contained in a locked building of substantial construction or in a securely locked room

(b) in or on soft topped open topped or open sided vehicles or trailers if caused by

(i) storm tempest water hail frost or snow

(ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours

5. 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

6. Damage caused by or consisting of

(a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe

(b) normal settlement or bedding down of new structures

(c) dishonesty fraudulent action trick device or other false pretence by any Employee partners or directors of the Named Insured whether acting alone or in collusion with others

(d) disappearance unexplained or inventory shortage misfiling or misplacing of information

7. Damage to Buildings or structures thereat caused by their own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded

8. Damage by wind rain hail sleet snow flood or dust to moveable Property in the open or fences or gates

9. Damage to that part of the Property

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

(b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair

10. Damage in respect of any Building which is unoccupied for a period of more than thirty consecutive days other than Damage caused by fire explosion aircraft or other aerial devices or articles therefrom subject to the following Special Condition

**Special Condition**

It is a condition precedent to liability under the Policy that

(a) the Premises are secured against illegal entry All windows and doors shall be fitted with good quality locks

(b) all unnecessary services to be disconnected other than limited services required for security guards fire and burglar alarms

(c) all letter boxes shall be sealed to prevent insertion of material

(d) perimeter fences walls and gates to be kept complete and maintained

(e) the Premises shall be kept clear both internally and externally of combustible materials and not be used for storage

11. Damage in respect of

(a) vehicles requiring a licence for road use (including accessories thereon) caravans trailers

railway locomotives rolling stock watercraft or aircraft

- (b) 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
- (c) land roads piers jetties bridges culverts or excavations
- (d) livestock growing crops or trees or other growing vegetation

unless specifically mentioned as insured by this Section

12. Property which at the time of the happening of Damage is insured by or would but for the existence of this Policy 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
13. Damage in respect of
  - (a) Money
  - (b) Stock In Transit unless specifically mentioned as insured by this Section
14. Any property more specifically insured by or on behalf of the Named Insured
15. Consequential loss or damage of any kind or description except loss of rent when such loss is included in the Cover under this Section
16. Damage directly or indirectly caused by or consisting of the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not and whether occurring before during or after the year 2000
  - (a) correctly to recognise any date as its true calendar date
  - (b) to capture save or retain and/or correctly 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 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 of data or the inability to capture to save retain or correctly to process such data on or after such date

but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril or attempted theft where such failure is not the result of wilful misconduct by the Named Insured and that the Named Insured has undertaken all reasonable

efforts to prevent such failure and to mitigate the consequences of any such failure

17. Damage to any Computer and Telecommunication Equipment (including Fixed Media and Unfixed Media) and Ancillary Equipment Programs and Data where there is a Computer And Telecommunication Equipment Section forming part of this Policy
18. Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
19. Damage to Property outside the Territorial Limits (where the insurance on any Property Insured item so applies) where such Property is situate in any territory which is subject to sanctions imposed by the United Nations
20. Damage in respect of jewellery precious stones precious metals bullions furs curiosities works of art or rare books
21. loss distortion corruption or erasure of Programs and/or Data recorded on Media unless such accidental loss distortion corruption or erasure of Programs and/or Data itself results from other Damage to Property Insured and is not otherwise excluded

## Optional Extension - Goods in Transit

### Extension Definitions

For the purpose of this Optional Extension the following terms shall have the following meaning and shall be subject otherwise to the terms of the Property Damage Section and General Policy Terms

#### 1. Any One Loss Limit

The words 'Any One Loss Limit' shall mean the maximum amount which the Company will pay in respect of any one claim or claims arising out of an Event

#### 2. Property

The words 'Property' for the purposes of this Optional Extension shall mean Stock and tools used in connection with the Business belonging to or the responsibility of the Named Insured

### Extension Cover

Notwithstanding Section Exclusions 12 and 13 (b) this Section extends to indemnify the Named Insured subject to the Any One Loss Limit by payment (or at the Company's option by repair reinstatement or replacement) for Damage to the Property whilst In Transit by the method of conveyance shown in the Schedule

- (a) anywhere in the Territorial Limits including sea or air transits between these territories in respect of method of conveyance A and B (other than by parcel post) where insured

and

- (b) anywhere in the world in respect of the method of conveyance by parcel post limit to the amount stated in the Schedule) where insured

in connection with the Business during the Period of Insurance

In addition the Company will

1. pay costs and expenses necessarily incurred by the Named Insured up to 10% of the Schedule limits in

(a) removing or reloading the Property or any part thereof

(b) removing debris of such Property

(c) dismantling or breaking up such Property

following damage to or spillage of the Property from any road vehicle or trailer following an accident to such vehicle or trailer

2. pay salvage or general average costs where applicable

### Extension Exclusions

The insurance provided under this Extension does not cover Damage to

1. explosive goods any other goods of a dangerous nature deeds plans designs documents manuscripts business books computer system records or Money
2. jewellery precious stones precious metals bullions furs curiosities works of art or rare books wines spirits or tobacco
3. Property resulting from dishonesty fraudulent action trick device or other false pretence of any Employee of the Named Insured
4. Property
  - (a) whilst In Transit by method of conveyance A caused by theft or attempted theft of the Property
    - (i) from or on an unattended vehicle or trailer during Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked
    - (ii) from or on an unattended vehicle or trailer out of Working Hours unless all door windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked and such vehicle or trailer is garaged in a securely closed and locked building or compound
    - (iii) from or on an unattended soft topped open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer
    - (iv) where Property is otherwise left unattended (which term shall mean that the Named Insured is unable to exercise control over or otherwise unable to influence events affecting the Property) unless contained in a locked building of substantial construction or in a secure locked room
  - (b) in or on soft topped open topped or open sided vehicles or trailers if caused by
    - (i) storm tempest water hail frost or snow
    - (ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours

5. Property placed on the open deck of a vessel unless packed in a secured container or secured hard topped vehicle or trailer
6. Property caused by or attributable to defective packing or incorrect or insufficient addressing
7. Property carried by or despatched by the Named Insured for hire or reward
8. Property stored at rental or under contract for storage packing and/or distribution
9. Property caused by or arising out of mechanical or electrical breakdown or derangement wear and tear action of light deterioration mildew moth vermin and the like unless external Damage has occurred
10. Property caused by bruising scratching chipping or denting
11. furniture glass or other brittle objects unless caused by fire theft or accident to the mode of carriage

The Company will not be liable

1. in respect of mysterious loss or unexplained inventory shortages
2. for loss of market or consequential loss of any kind or description whatsoever

## Optional Extension - Money and Personal Accident (Assault)

### Part A - Money

#### Extension Definitions

For the purpose of this Optional Extension the following terms shall have the following meaning and shall be subject otherwise to the terms of the Property Damage Section and General Policy Terms

#### 1. Business Hours

The term 'Business Hours' shall mean the Named Insured's usual business hours (including overtime) during which the Named Insured his directors partners or Employees entrusted with the Money are on the Premises for the purpose of the Business

#### Extension Cover

Notwithstanding Section Exclusion 13 (a) this Section extends to indemnify the Named Insured following the undernoted events subject to the limits specified in the Schedule or as hereunder

1. Loss of Money the Property of the Named Insured or for which the Named Insured is responsible in the course of the Business
  - (a) on the Named Insured's Premises
    - (i) during Business Hours
    - (ii) not contained in an approved locked safe or strongroom outside Business Hours
    - (iii) contained in an approved locked safe or strongroom outside Business Hours
  - (b) in transit to or from any branch or office of any financial institution
  - (c) deposited in bank night safe until removed by a bank official
  - (d) at the private dwelling of the Named Insured's directors partners or authorised Employees
  - (e) in the custody of representatives of the Named Insured for twenty four hours from the time of receipt or until the next working day whichever is the later
  - (f) on site of contracts or exhibitions whilst the Named Insured's Employees are working thereat
2. Damage to any case bag or waistcoat used for the carriage of Money following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of €500 any one claim or claims arising from an Event
3. Damage to safe(s) strongroom(s) or franking machine(s) resulting from theft of Money or any attempt thereat

4. Damage to clothing and personal effects belonging to the Named Insured or any director partner or Employee of the Named Insured following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of €500 any one claim or claims arising from an Event
5. In the event that any credit card belonging to the Named Insured or for which the Named Insured is responsible being lost or stolen the Company will indemnify against any loss incurred as a result of use by an unauthorised person and arising before the credit card company has received notification that the card has been lost or stolen

Provided that

- (a) this extension shall not apply in respect of
  - (i) any loss brought about by any failure to comply with the terms under which the credit card was issued
  - (ii) any credit card issued personally to any director or Employee of the Named Insured
  - (iii) losses arising after 48 hours from discovery of loss of the card
  - (iv) losses covered in whole or part by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance had this Extension not been effected
- (b) the liability of the Company shall not exceed €1,300 in respect of any one claim or claims arising from an Event

#### Extension Conditions

1. The Named Insured shall comply with the following
  - (a) a complete record shall be kept of Money In Transit and at the Premises
  - (b) such record shall be deposited in a secure place other than in the safe(s) and/or strongroom(s) containing the Money
  - (c) outside Business Hours the safe(s) and/or strongroom(s) shall be kept locked and the keys thereof shall not be left on the Premises unless the Premises are occupied by the Named Insured or an authorised Employee in which case such keys if left on the Premises shall be deposited in a secure place not in the vicinity of the safe(s) and/or strongroom(s)
  - (d) the Named Insured shall maintain the following minimum standards of precaution for the safety of Money In Transit at all times
    - (i) the times of transits routes and conveyances used shall be varied as far as possible



- (ii) all persons engaged in the transit of Money shall be able-bodied adults
- (iii) in respect of any one transit the following minimum number of able-bodied adults shall carry the Money which shall be divided equally between them

Amount	No. Of Persons
€1 to €5,000	1
€5,001 to €10,000	2
€10,001 to €15,000	3
€15,001 and over	Specialist Security Company

### Extension Exclusions

1. The insurance provided under this Extension does not cover
  - (a) shortages due to clerical or accounting errors
  - (b) loss due to the fraud or dishonesty of any director partner or Employee of the Named Insured
    - (i) not discovered within seven working days of the occurrence up to a limit of €10,000 any one claim or claims arising from an Event
    - (ii) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies limit of €10,000 any one claim or claims arising from an Event
  - (c) loss or damage arising elsewhere than in the Republic of Ireland Great Britain Northern Ireland The Isle of Man and The Channel Islands
  - (d) loss of Money from
    - (i) vending and/or gaming machines and/or automated money operated machinery
    - (ii) unattended vehicles
  - (e) loss resulting directly or indirectly from forgery fraudulent alteration or substitution or fraudulent use of a computer or electronic transfer
  - (f) notwithstanding exclusion (e) above loss caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude loss not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
  - (g) loss arising from depreciation in value or due to dishonoured cheques
  - (h) loss suffered as the result of a business transaction

## Part B - Personal Accident (Assault)

### Extension Definition

#### 1. Loss of Limb

The term 'Loss of Limb' shall mean loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand arm foot or leg

### Extension Cover

The Company shall in addition pay to the Named Insured the amount of the benefit specified in the Schedule in respect of the contingencies happening to the insured persons detailed below as a result of theft or attempt thereat arising in the course of the Business

- (a) the Named Insured or any director partner or Employee of the Named Insured
- (b) any person to whom the Named Insured has entrusted money other than an Employee of a professional security company or organisation

### Contingencies

Bodily Injury caused by violent accidental external and visible means resulting directly solely and independently of other causes in

1. Death
  2. Permanent loss of all sight in one or both eyes
  3. Loss of one or more limbs
- } Occurring within twenty four months of bodily injury as aforesaid
4. Temporary total disablement from engaging in or giving attention to his profession or occupation commencing within 12 calendar months of Bodily Injury as aforesaid
  5. Permanent and total disablement (other than by loss of limbs or sight) which on the expiration of 104 weeks from the date of such Bodily Injury shall permanently and totally disable an insured person from following or engaging in or giving attention to any kind of profession or occupation

### Extension Conditions

1. (a) this insurance applies only to
  - (i) persons between the ages of 16 and 70 years
  - (ii) contingencies occurring within the Territorial Limits



- (b) benefit cannot be paid under more than one of the contingencies 1 to 3 and 5 in connection with the same injury
- (c) payment of a claim under one of the contingencies 1 to 3 and 5 will end the Cover granted in so far as it applies to the insured person concerned
- (d) the benefit under contingency 4 shall not be payable for more than 104 weeks in respect of any one injury calculated from 72 hours from the commencement of the date of the disablement
- (e) if and when benefit becomes payable under any of contingencies 1 to 3 or 5 weekly benefit being paid in connection with the same injury will cease and any weekly benefit already paid under contingency 4 will be deducted from the benefit payable under contingency 1 to 3 or 5
- (f) all certificates information and evidence required by the Company shall be furnished at the expense of the Named Insured and shall be in such form and of such nature as the Company may prescribe An insured person as often as required shall submit to medical examination on behalf of the Company at his own expense in respect of any alleged Bodily Injury The Company shall in the event of the death of an insured person be entitled to have a post-mortem examination at its own expense

## Optional Extension - Deterioration of Stock

### Extension Definitions

For the purpose of this Optional Extension the following terms shall have the following meaning and shall be subject otherwise to the terms of the Property Damage Section and General Policy Terms

#### 1. Plant

The word 'Plant' shall mean as described in the Schedule situate at the Premises

#### 2. Property and Property Insured

The words 'Property' and 'Property Insured' shall mean as described in the Schedule being the property of the Named Insured or for which they are legally responsible

### Extension Cover

It is agreed that loss as insured by this Section extends to indemnify the Named Insured for Damage to Property Insured described in the Schedule or any part thereof whilst contained in the Plant by deterioration contamination putrefaction or howsoever otherwise Damaged caused by

- (a) rise or fall in temperature in consequence of
  - (i) the failure of the Plant due to its own inherent devices or accidental means
  - (ii) the accidental failure of the public supply of electricity at the terminal end of the electricity authority's service feeders at the Premises including (notwithstanding anything herein to the contrary) accidental failure solely due to destruction or damage by fire lightning explosion or earthquake elsewhere than at the said Premises
- (b) accidental leakage of refrigerant or refrigerant fumes

The Company will by payment or at its option by reinstatement indemnify the Named Insured against such Damage

Provided that the liability of the Company under this Extension during any one Period of Insurance shall not exceed

- (a) in respect of any one item of the Property the sum set opposite thereto in the Schedule to this Extension
- (b) in respect of all Damage the total sum insured under this Extension

### Extension Exclusions

The Company shall not be liable under this Extension in respect of

- 1. consequential loss of any kind

- 2. Damage occasioned by failure of the public supply of electricity occasioned by the deliberate act of any electricity authority or by the exercise by any such authority of its power to withhold or restrict supply
- 3. Damage due to failure to comply with the manufacturers instructions or the use of components not approved by the manufacturers
- 4. Damage occasioned by error in operation of the Plant
- 5. Damage occasioned by riot lock out or civil commotion
- 6. Damage resulting from breakdown in the internal electrical wiring system leading to the refrigeration cabinet(s)
- 7. Damage as a result of failure of any refrigeration machinery which is over 10 years old

### Extension Conditions

- 1. The Named Insured shall take all reasonable precautions for the safety of the Property and immediately upon having knowledge of any event giving rise or likely to give rise to a claim under this Extension shall give immediate notice thereof to the Company and the Company's risk in respect of the Plant shall forthwith cease until the said Plant shall have been repaired to the satisfaction of the Company
- 2. The Named Insured shall ensure that all Plant is the subject of an annual maintenance agreement and is serviced in accordance with the manufacturers recommended standards excluding Plant on which remains in force a manufacturers guarantee
- 3. The sum insured stated in the Schedule is declared to be subject to Average If the sum insured shall at the time of any loss or damage be less than the value of Stock contained in the Plant the amount payable by the Company in respect of such loss or damage shall be proportionately reduced

# Business Interruption Section

## Definitions

### 1. Premises

The words 'Premises' shall mean buildings with their grounds at the addresses described in the Schedule attaching to the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy

### 2. Damage

The word 'Damage' shall mean for the purposes of this Section accidental loss or destruction of or damage

### 3. In Transit

The words 'In Transit' shall mean whilst in the course of a journey by any means including the process of

- (a) loading and unloading
- (b) temporarily housing during transit for a period of no more than 7 days (excluding storage at rental or under contract for storage packing and/or distribution)

and concluding when the property has either been placed at the Premises or receipt acknowledged by a consignee

### 4. Indemnity Period

The words 'Indemnity Period' shall mean the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule)

### 5. Maximum Indemnity Period

The words 'Maximum Indemnity Period' shall mean the Maximum Indemnity Period specified in the Section Schedule

### 6. Working Hours

The words 'Working Hours' shall mean the whole period during which the vehicle is being used by its driver in connection with the Business of the Named Insured and which shall include travel to and from the place of work and any break in such journey but shall not include when the vehicle is parked for any overnight rest period

## Cover

If any building or other property or part thereof used by the Named Insured at the Premises identified against each item in the Schedule for the purpose of the Business be the subject of Damage during the Period of Insurance and in consequence the Business at such Premises carried on by the Named Insured be interrupted or interfered with then the Company will pay to the Named Insured the amount of loss resulting from such interruption or interference in respect of each item in the Schedule in accordance with the

Basis of Settlement identified by the Basis of Settlement Code shown against the item in the Schedule

Provided that

1. at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Named Insured in the property at the Premises (or elsewhere where loss as insured hereunder is so extended to apply) against such Damage and that
  - (a) payment shall have been made or liability admitted therefore
  - (b) 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. the liability of the Company under this Section shall not exceed
  - (a) in the whole the total sum insured or in respect of any item its Sum Insured or any other Limit of Liability stated in the Schedule at the time of the Damage
  - (b) the sum insured (or limit) remaining after deduction for any other loss destruction or interference consequent upon Damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such sum insured (or limit)

## Memoranda

### 1. Opening and Closing Stocks

The amounts of the opening and closing stocks and works in progress shall be arrived at in accordance with the Named Insured's normal accountancy methods due provision being made for depreciation

### 2. Accountants

Any particulars or details in the Named Insured's books of account or other business books or documents which may be required by the Company under General Condition 7 of the Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Named Insured and their report shall be prima facie evidence of the particulars and details to which such report relates The Company will pay to the Named Insured the reasonable charges payable by the Named Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of General Condition 7 of the Policy and reporting that such particulars or details are in accordance with the Named Insured's books of account or other business books or documents Provided that the liability of the Company payable under this Clause when aggregated with any amount otherwise payable under the Section shall in no case exceed the total sum insured by this Section

**3. Automatic Reinstatement**

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss then in consideration of the insurance not being reduced by the amount of any loss the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance

**4. Current Cost Accounting**

For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded

**5. Value Added Tax**

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

**6. Alternative Trading**

If goods be sold or services rendered during the Indemnity Period elsewhere than at the Premises for the benefit of the Business either by the Named Insured or by others on the Named Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover or Rent Receivable or Gross Revenue (as insured) during the Indemnity Period

**7. Payments on Account**

Any claim settlement payments will be made to the Named Insured monthly during the Indemnity Period if desired

**8. Accumulated Stock**

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods on the Named Insured's Premises

**9. Salvage Sale (applicable only to Basis of Settlement Code GP or DLGP)**

If following Damage giving rise to a claim under this Section the Named Insured shall hold a salvage sale during the Indemnity Period the term Reduction in Turnover shall for the purpose of such claim read as follows

'The term Reduction in Turnover means 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 sum shall be deducted the Gross Profit actually earned during the period of the salvage sale'

**10. Programs and Data**

The Named Insured shall

- (a) take all reasonable precautions to prevent accidental loss distortion corruption or erasure of Programs and/or Data

- (b) in respect of Programs maintain a back-up copy of the current version at a location other than the respective Premises where the Media on which the Programs are recorded is situate

- (c) in respect of Data maintain a weekly full system back-up of Data at a location other than the respective Premises where the Media on which the Data is recorded is situate

**11. Designation**

The words and expressions used in these Definitions shall have the meaning usually attached to them in the books and accounts of the Named Insured unless otherwise defined in this Section and the Policy

**12. Subrogation Waiver**

In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which they might become entitled by subrogation against

- (a) any company standing in the relation of parent to subsidiary to the Named Insured
- (b) any company standing in the relation of subsidiary to parent to the Named Insured
- (c) any company which is a subsidiary of a parent company of which the Named Insured is a subsidiary

in each case as defined by current legislation



## Basis of Settlement - Gross Profit: Code GP

The insurance under this item is limited to loss of Gross Profit due to

**(a) Reduction in Turnover**

and

**(b) Increase in Cost of Working**

And the amount payable as indemnity thereunder shall be

- (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 shall in consequence of the Damage fall short of the Standard Turnover
- (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 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 the charges and the expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage

Provided always that if the Sum Insured by this item shall 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 Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionally reduced

### **Tax Relief where appearing as a numbered item in the Schedule**

The insurance under this item is in respect of (a) Reduction in Tax Relief and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall 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 the Insured 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 Clause (b) of the item on Gross Profit as exceeds the amount payable thereunder but not more than the additional amount which would have been payable under Clause (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

### **Additional Increase in Cost of Working where appearing as a numbered item in the Schedule**

The insurance under this item is limited to such further Additional Increase in Cost of Working beyond that recoverable under clause (b) of the Gross Profit item 'In Respect of Increase in Cost of Working' as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover

### **Special Definitions**

#### **Gross Profit**

The words 'Gross Profit' shall mean the amount by which the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of any Uninsured Working Expenses

#### **Tax Relief**

The statutory relief from or reduction in the standard rate of Corporation Tax to which the Insured is entitled in the course of the Business at the Premises

#### **Tax Relief Insurable Amount**

The average amount (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) of the Tax Relief to which the Insured 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

#### **Turnover**

The word 'Turnover' shall mean the money paid or payable to the Named Insured for goods sold and delivered and for services rendered in course of the Business at the Premises

#### **Uninsured Working Expenses**

The words 'Uninsured Working Expenses' shall mean packing carriage and freight bad debts purchases less discounts and discounts allowed

**Rate of Gross Profit**

The words 'Rate of Gross Profit' shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage

**Annual Turnover**

The words 'Annual Turnover' shall mean the Turnover during the twelve months immediately before the date of the Damage

**Standard Turnover**

The words 'Standard Turnover' shall mean the Turnover during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period (adjusted where the Indemnity Period exceeds twelve months)

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall 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

**Rate of Gross Profit**

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the commencement of the Business and the date of the Damage

**Standard Turnover**

The proportional equivalent for a period of the Turnover realised during the period between the commencement of the Business and the date of the Damage

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall 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

**Departmental Clause**

If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the item on Gross Profit shall apply separately to each department affected by the Damage except that if the Sum Insured by the said item be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the Business (whether affected by the Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

**Additional Memoranda**

**Uninsured Standing Charges**

If any standing charges of the Business be 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 sum of the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges

**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

## Basis of Settlement - Declaration Linked Gross Profit: Code DLGP

The insurance under this item is limited to loss of Gross Profit due to

**(a) Reduction in Turnover**

and

**(b) Increase in Cost of Working**

and the amount payable as indemnity thereunder shall be

- (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 shall in consequence of the Damage fall short of the Standard Turnover
- (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 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 the charges and the expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage

### **Tax Relief where appearing as a numbered item in the Schedule**

The insurance under this item is in respect of (a) Reduction in Tax Relief and (b) Increase in Cost of Working and the amount payable as indemnity thereunder shall 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 the Insured 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 Clause (b) of the item on Gross Profit as exceeds the amount payable thereunder but not more than the additional amount which would have been payable under Clause (a) of this item had such expenditure not been incurred

### **Limit of Liability**

Notwithstanding anything herein contained to the contrary the liability of the Company shall not exceed in respect of Gross Profit 133.33% of the Estimated Gross Profit stated herein in respect of Tax Relief 133.33% of the Estimated Tax Relief stated herein nor in the whole the sum of 133.33% of the Estimated Gross Profit 133.33% of Estimated Tax Relief and 100% of the Sums Insured by other items or such other amounts as may be substituted therefor by memorandum signed by or on behalf of the Company

### **Additional Increase in Cost of Working where appearing as a numbered item in the Schedule**

The insurance under this item is limited to such further Additional Increase in Cost of Working beyond that recoverable under Clause (b) of the Gross Profit item 'In Respect of Increase in Cost of Working' as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the Reduction in Turnover

### **Special Definitions**

#### **Gross Profit**

The words 'Gross Profit' shall mean the amount by which the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of any Uninsured Working Expenses

#### **Estimated Gross Profit**

The amount declared by the Named Insured to the Company 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 Maximum Indemnity Period exceeds twelve months)

#### **Estimated Tax Relief**

The amount declared by the Insured to the Company as representing not less than the Tax Relief which it is anticipated will be allowed to the Insured during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months)

#### **Tax Relief**

The statutory relief from or reduction in the standard rate of Corporation Tax to which the Insured is entitled in the course of the Business at the Premises

#### **Tax Relief Insurable Amount**

The average amount (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) of the Tax Relief to which the Insured 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

#### **Turnover**

The word 'Turnover' shall mean the money paid or payable to the Named Insured for goods sold and delivered and for services rendered in course of the Business at the Premises

#### **Uninsured Working Expenses**

The words 'Uninsured Working Expenses' shall mean packing carriage and freight bad debts purchases less discounts and discounts allowed

**Rate of Gross Profit**

The words 'Rate of Gross Profit' shall mean the rate of Gross profit earned on the Turnover during the financial year immediately before the date of the Damage

**Annual Turnover**

The words 'Annual Turnover' shall mean the Turnover during the twelve months immediately before the date of the Damage

**Standard Turnover**

The words 'Standard Turnover' shall mean the Turnover during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months

To which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall 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

If the declaration (adjusted as provided for above and proportionately increased where the Indemnity Period exceeds twelve months)

- (a) is less than the Estimated Gross Profit for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Profit but not exceeding 50% of such premium
- (b) is greater than the Estimated Gross Profit for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit

**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**

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the commencement of the Business and the date of the Damage

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall represent as near as may be reasonably practicable the results which but for the Damage would have been obtained during the relative period after the Damage

**Standard Turnover**

The proportional equivalent for a period of the turnover realised during the period between the commencement of the Business and the date of the Damage

**Additional Memoranda**

**Uninsured Standing Charges**

If any standing charges of the Business be 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 sum of the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges

**Renewal**

The Insured shall prior to each renewal furnish the Insurer with the Estimated Gross Profit for the financial year most nearly concurrent with the ensuing year of insurance

**Premium Adjustment**

The First and Renewal Premiums in respect of insured items are provisional and are based on the Estimated Gross Profit for the financial year most nearly concurrent with the Period of Insurance

The Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's auditors of the Gross Profit 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 the above-mentioned declaration shall be increased by the Company for the purpose of the premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the Damage

**Departmental Clause**

If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the item on Gross Profit shall apply separately to each department affected by the Damage except that if the Sum Insured by the said item be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the Business (whether affected by the Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced



**Basis of Settlement - Gross Revenue: Code GR**

The insurance under this numbered item is limited to

**(a) Loss of Gross Revenue**

and

**(b) Increase in Cost of Working**

and the amount payable as indemnity thereunder shall 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 Revenue
- (b) in respect of **Increase in Cost of Working** the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the loss of 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 the reduction in Gross Revenue thereby avoided

less any sum saved during the Indemnity Period in respect 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 Revenue (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

**Additional Increase in Cost of Working where appearing as a numbered item in the Schedule**

The insurance under this item is limited to such further Additional Increase in Cost of Working beyond that recoverable under clause (b) of the Gross Revenue item 'In Respect of Increase in Cost of Working' as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover

**Special Definitions**

**Gross Revenue**

The money paid or payable to the Named Insured for work done and services rendered in the course of the Business at the Premises

**Standard Revenue**

The Gross Revenue during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months

**Annual Revenue**

The Gross Revenue during the twelve Months immediately before the date of the Damage

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall 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

**Additional Memoranda**

**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 Revenue and Standard Gross Revenue shall bear the following meanings and not as within stated

**Annual Gross Revenue**

The Gross Revenue during the twelve months immediately before the date of the commencement of the Business and the date of the Damage

**Standard Gross Revenue**

The proportional equivalent for a period of Gross Revenue realised during the period between the commencement of the Business and the date of the Damage

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall 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

**Departmental Clause**

If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the item on Gross Revenue shall apply separately to each department affected by the Damage except that if the Sum Insured by the said item be less than the aggregate of the sums produced by applying the Rate of Gross Revenue for each department of the Business (whether affected by the





Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced



## Basis of Settlement - Declaration Linked Gross Revenue: Code DLGR

The insurance under this numbered item is limited to

**(a) Loss of Gross Revenue**

and

**(b) Increase in Cost of Working**

and the amount payable as indemnity thereunder shall 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 Revenue
- (b) in respect of **Increase in Cost of Working** the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the loss of 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 the reduction in Gross Revenue thereby avoided

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

### **Additional Increase in Cost of Working where appearing as a numbered item in the Schedule**

The insurance under this item is limited to such further Additional Increase in Cost of Working beyond that recoverable under clause (b) of the Gross Revenue item 'In Respect of Increase in Cost of Working' as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover

### **Limit of Liability**

Notwithstanding anything herein contained to the contrary the liability of the Company shall not exceed in respect of Gross Revenue 133.33% of the Estimated Gross Revenue stated herein nor in the whole the sum of 133.33% of the Estimated Gross Revenue and 100% of the Sums Insured by other items or such other amounts as may be substituted therefor by memorandum signed by or on behalf of the Company

## Special Definitions

### **Gross Revenue**

The money paid or payable to the Named Insured for work done and services rendered in the course of the Business at the Premises

### **Estimated Gross Revenue**

The amount declared by the Named Insured to the Company 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)

### **Standard Revenue**

The Gross Revenue during that period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period appropriately adjusted where the Indemnity Period exceeds twelve months

### **Annual Revenue**

The Gross Revenue during the twelve Months immediately before the date of the Damage

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall 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

## Additional Memoranda

### **Renewal**

The Insured shall prior to each renewal furnish the Insurer with the Estimated Gross Revenue for the financial year most nearly concurrent with the ensuing year of insurance

### **Premium Adjustment**

The First and Renewal Premiums in respect of insured items are provisional and are based on the Estimated Gross Revenue for the financial year most nearly concurrent with the Period of Insurance

The Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's auditors of the Gross Revenue 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 Revenue the above-mentioned declaration shall be increased by the Company for the purpose of the premium adjustment by the amount by which the Gross Revenue 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 Maximum Indemnity Period exceeds twelve months)

- (a) is less than the Estimated Gross Revenue for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Revenue but not exceeding 50% of such premium
- (b) is greater than the Estimated Gross Revenue for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Revenue

## 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 Revenue and Standard Gross Revenue shall bear the following meanings and not as within stated

### Annual Gross Revenue

The Gross Revenue during the twelve months immediately before the date of the commencement of the Business and the date of the Damage

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the

### Standard Gross Revenue

The proportional equivalent for a period of Gross Revenue realised during the period between the commencement of the Business and the date of the Damage

Damage not occurred so that the figures thus adjusted shall 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

## Departmental Clause

If the Business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the item on Gross Revenue shall apply separately to each department affected by the Damage except that if the Sum Insured by the said item be less than the aggregate of the sums produced by applying the rate of Gross Revenue for each department of the Business (whether affected by the Damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

**Basis of Settlement -Rent Receivable: Code RR**

The insurance under this numbered item is limited to

**(a) Loss of Rent Receivable**

and

**(b) Increase in Cost of Working**

and the amount payable as indemnity thereunder shall 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 by the Named Insured for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the 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 the charges and expenses of the Business normally 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 Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced

**Special Definitions**

**Rent Receivable**

The money paid or payable to the Named Insured for accommodation and services provided in respect of the letting of the Premises shown in the Schedule including any additional rent which would have been received as a result of an increase in rent following a rent review

**Annual Rent Receivable**

The Rent Receivable during the twelvemonths immediately before the date of the Damage

**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 appropriately adjusted where the Indemnity Period exceeds twelve months

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall 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

**Additional Memorandum**

**Return of Premium**

In the event of the Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) during the accounting period of twelve months most nearly concurrent with any Period of Insurance being less than the Sum Insured a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference If any Damage shall have occurred giving rise to a claim under this item such return shall be made in respect only of so much of this difference as is not due to the Damage

## Basis of Settlement - Declaration Linked Rent Receivable: Code DLRR

The insurance under this numbered item is limited to

**(a) Loss of Rent Receivable**

and

**(b) Increase in Cost of Working**

and the amount payable as indemnity hereunder shall 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 by the Named Insured for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the 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 the charges and expenses of the Business normally payable out of the Rent Receivable as may cease or be reduced in consequence of the Damage

### **Additional Increase in Cost of Working where appearing as a numbered item in the Schedule**

The insurance under this item is limited to such further Additional Increase in Cost of Working beyond that recoverable under clause (b) of the Rent Receivable item 'In Respect of Increase in Cost of Working' as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover

### **Limit of Liability**

Notwithstanding anything herein contained to the contrary the liability of the Company shall not exceed in respect of Rent Receivable 133.33% of the Estimated Rent Receivable stated herein nor in the whole the sum of 133.33% of the Estimated Rent Receivable and 100% of the Sums Insured by other items or such other amounts as may be substituted therefor by memorandum signed by or on behalf of the Company

## Special Definitions

### **Rent Receivable**

The money paid or payable to the Named Insured for accommodation and services provided in respect of the letting of the Premises shown in the Schedule including any additional rent which would have been received as a result of an increase in rent following a rent review

### **Estimated Rent Receivable**

The amount declared by the Named Insured to the Company as representing not less than the Rent Receivable which it is anticipated will be received by the Named Insured during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds 12 months)

### **Annual Rent Receivable**

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

### **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 appropriately adjusted where the Indemnity Period exceeds twelve months

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall 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

## Additional Memoranda

### **Renewal**

The Named Insured shall prior to each renewal furnish the Insurer with the Estimated Rent Receivable for the financial year most nearly concurrent with the ensuing year of insurance

### **Premium Adjustment**

The First and Renewal Premiums in respect of insured items are provisional and are based on the Estimated Rent Receivable for the financial year most nearly concurrent with the Period of Insurance

The Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's auditors of the Rent Received 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 Rent Receivable the above-mentioned declaration shall be increased by the Company for the purpose of the premium adjustment by the amount by which the Rent Receivable 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 Maximum Indemnity Period exceeds twelve months)





- (a) is less than the Estimated Rent Receivable for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Rent Receivable but not exceeding 50% of such premium
- (b) is greater than the Estimated Rent Receivable for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Rent Receivable

## Basis of Settlement - Research and Development Expenditure: Code RDE

The indemnity under this numbered item is limited to the loss sustained by the Named Insured in consequence of the Damage in respect of

**(a) Research and Development Expenditure**

and

**(b) Increase in Cost of Working**

and the amount payable as indemnity thereunder shall be

- (a) in respect of **Research and Development Expenditure** for each working week in the Indemnity Period during which the activities of the Business are in consequence of the Damage
- (i) Totally Interrupted or totally given over to the re- working of projects affected by the damage the Insured Amount per week
- (ii) Partially Interrupted or partially given over to the re- working of projects affected by the Damage an equitable portion of the Insured Amount per week based upon the time rendered ineffective by reason of the Damage
- (b) in respect of **Increase in Cost of Working** the additional expenditure reasonably and necessarily incurred by the Named Insured solely in consequence of the Damage in order to minimise the interruption but the amount payable under this heading shall not exceed the additional amount payable under (a) for loss of **Research and Development Expenditure** if no such **Increase in Cost of Working** had been incurred

less any sum saved during the Indemnity Period in respect of such Research and Development expenses as may cease or be reduced in consequence of the Damage provided that if the Sum Insured hereby is less than the Annual Research and Development Expenditure the amount payable under (a) and (b) hereof shall be proportionately reduced

### **Additional Increase in Cost of Working where appearing as a numbered item in the Schedule**

The insurance under this item is limited to such further Additional Increase in Cost of Working beyond that recoverable under clause (b) of the Research and Development Expenditure item 'In Respect of Increase in Cost of Working' as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover

## Special Definitions

### **Research and Development Expenditure**

The total expenditure on research by the Named Insured at the Premises less the relative cost of raw materials consumed

### **Insured Amount Per Week**

One fiftieth part of the Research and Development provide Expenditure incurred during the financial year immediately before the date of the Damage

### **Annual Research and Development Expenditure**

The aggregate amount of the Research and Development Expenditure incurred during the twelve months immediately before the date of the Damage

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred so that the figures thus adjusted shall 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

## Additional Memorandum

### **Premium Adjustment**

In the event of the Research & Development Expenditure during the accounting period of twelve months most nearly concurrent with any Period of Insurance being less than the respective Sum Insured thereon a pro rata return of premium not exceeding 50 per cent of the premium paid on such Sum Insured for such Period of Insurance will be made in respect of the difference If any Damage shall have occurred giving rise to a claim under this Section such return shall be made only in respect of so much of the said difference as is not due to such Damage



## Basis of Settlement - Increase in Cost of Working: Code ICW

The insurance under this numbered item is limited to the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the interruption of or interference with the Business which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage Additional expenditure would be deemed to include the cost of removal to and from temporary premises and expenses incidental thereto increase in rent rates and taxes salaries of additional staff and overtime payments

The Company's liability shall not exceed in respect of the first three months of the Indemnity Period one half of the Sum Insured and for each of the succeeding months within the Indemnity Period one equal pro rata part of the balance after deducting the amount payable in respect of the first three months

## Extensions

The following extensions are operative only where stated in the Schedule and subject otherwise to the terms conditions and exclusions of the Section and the Policy

Provided that the limit of the Company's liability under each extension in respect of any one claim or claims arising from an Event shall not exceed

- (a) the percentage of the total of the Sums Insured by each applicable insured item (or 133.33% of the Estimated Sums Insured if the basis of settlement is Declaration Linked)

or

- (b) the amount

as specified in the Schedule

### 1. **Prevention of Access**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to the surrounding areas and/or to property in the vicinity of the Premises which shall prevent or hinder the use thereof or access thereto whether the Premises or property of the Named Insured shall be damaged or not but excluding Damage to property of any supply undertaking from which the Named Insured obtains electricity gas or water or telecommunications services which prevents or hinders the supply of such services to the Premises

### 2. **Public Utilities - Electricity**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any generating station or sub-station of the public electricity supply undertaking from which the Named Insured obtains electricity

### 3. **Public Utilities - Gas**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which the Named Insured obtains gas

### 4. **Public Utilities - Telecommunication**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land based premises within the Territorial Limits of any public telecommunications undertaking from which the Named Insured obtains telecommunications services

### 5. **Public Utilities - Water**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any water works or pumping

station of the public water supply undertaking from which the Named Insured obtains water

### 6. **Customers Extension**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business caused by Damage at the premises of the Named Insured's customers as specified in the Schedule or at the premises of any other customer of the Named Insured located within the Territorial Limits where customers are stated as unspecified

### 7. **Suppliers Extension**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business caused by Damage at the premises of the Named Insured's suppliers as specified in the Schedule or at the premises of any other supplier of the Named Insured located within the Territorial Limits where suppliers are stated as unspecified



## Optional Extension — Outstanding Debit Balances

The following extension is only operative if it appears on the Business Interruption Section Schedule with a sum insured and subject otherwise to the terms conditions and exclusions of the Section and the Policy

It is agreed that loss as insured by this Section extends to include untraceable or unestablishable Outstanding Debit Balances in whole or in part due to the Named Insured as a result of the Named Insured's books of account or other business books or records being the subject of Damage as insured by this Section

Then the Company will pay to the Named Insured the amount of loss resulting from such Damage in accordance with the provisions contained herein subject to the Sum Insured specified in the Schedule in respect of any one claim or claims arising from an Event

In respect of Outstanding Debit Balances directly due to such Damage the amount payable in respect of any one occurrence of Damage shall not exceed

- (a) the difference between
  - (i) the Outstanding Debit Balances and
  - (ii) the total of the amounts received or traced in respect thereof
- (b) the additional expenditure incurred with the previous consent of the Company in tracing and establishing customers' debit balances after the Damage

provided that if the Sum Insured by this item be less than the Outstanding Debit Balances the amount payable shall be proportionately reduced

The Named Insured shall ensure that the books of account or other business books or records in which customers' accounts are shown shall be kept in fire resisting safes or fire resistant cabinets when not in use

'Outstanding Debit Balances' shall mean the total declared in the statement last given in accordance with the provisions of the note below 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 Damage) to customers' accounts in the period between the date to which said last statement relates and the date of the Damage
- (c) any abnormal condition of trade which had or could have had a material effect on the business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred

The Named Insured shall within thirty days of the end of each month prepare and retain a signed statement showing the total amount outstanding in customers' accounts as set out in the Named Insured's accounts as at the end of the said month

In consideration of the insurance not being reduced by the amount of any loss the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance

The burden of proving that any Outstanding Debit Balances are untraceable or unestablishable as a result of Damage shall be upon the Named Insured



## Exclusions

The insurance provided under this Section does not cover loss resulting from interruption to or interference with the Business

1. if after the commencement of this insurance
    - (a) the Business be wound up or permanently discontinued or the Named Insured becomes bankrupt or the Business is carried on by the liquidator(s)
    - (b) the interest of the Named Insured ceases other than by death
  2. in consequence of Damage to vehicles requiring a licence for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  3. in consequence of loss distortion corruption or erasure of Programs and/or Data recorded on Media unless such accidental loss distortion corruption or erasure of Programs and/or Data itself results from other insured Damage to property used by the Named Insured and is not otherwise excluded
  4. in consequence of Damage caused by or consisting of breakdown or derangement of Computer and Telecommunication Equipment Media and Ancillary Equipment but this shall not exclude
    - (a) such Damage which itself results from other Damage and is not otherwise excluded
    - (b) subsequent Damage which itself results from a cause not otherwise excluded
  5. in consequence of Damage caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services but this shall not exclude
    - (a) such Damage which itself results from other Damage and is not otherwise excluded
    - (b) subsequent Damage which itself results from a cause not otherwise excluded
  6. in consequence of Damage directly or indirectly caused by or consisting of the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not and whether occurring before during or after the year 2000
    - (a) correctly to recognise any date as its true calendar date
    - (b) to capture save retain and/or correctly 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 retain and/or correctly to 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 of data or the inability to capture save retain or correctly to process such data on or after any date
- but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril or theft or attempted theft where such failure is not the result of wilful misconduct by the Named Insured and the Named Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure
7. in consequence of Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and/or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
  8. in consequence of Damage in respect of
    - (a) Money
    - (b) property In Transit unless specifically mentioned as insured by this Section
  9. in consequence of Damage caused by or consisting of
    - (a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
    - (b) the bursting by steam pressure 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 or under the control of the Named Insured
    - (c) faulty or defective workmanship operational error or omission on the part of the Named Insured or any of his Employees
    - (d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
    - (e) delay or loss of markets

but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
  10. (a) in consequence of Damage caused by or consisting of
    - (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light

- (ii) change in temperature colour flavour texture or finish
- (iii) erasure or distortion of information on computer systems or other records due to the presence of a magnetic flux
- (iv) the freezing solidification or inadvertent escape of molten material

(b) in consequence of Damage consisting of

- (i) 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
- (ii) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude such Damage not otherwise excluded which itself results from a Defined Peril or from any other Damage or subsequent Damage which itself results from a cause not otherwise excluded

- 11. in consequence of Damage caused by theft or attempted theft of property from the Premises as stated in the Schedule unless caused by theft or attempted theft of the property from the buildings (but not grounds) at the Premises where accompanied by forcible and violent entry to or exit from the buildings or by violence to persons or threat of violence to persons and provided that the Premises have not been unoccupied for a period of more than thirty consecutive days
- 12. in consequence of Damage to property of the Named Insured
  - (a) away from the Premises (where loss as insured by this Section so provides) caused by theft or attempted theft of the property
    - (i) from or on an unattended vehicle or trailer during Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the property to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked
    - (ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the property to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely

closed and locked and such vehicle or trailer is garaged in a securely closed and locked building or compound

- (iii) from or on an unattended soft topped open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer
- (iv) where property is otherwise left unattended (which term shall mean that the Named Insured is unable to exercise control over or otherwise unable to influence events affecting the property) unless contained in a locked building of substantial construction or in a secure locked room
- (b) in or on soft topped open topped or open sided vehicles or trailers if caused by
  - (i) storm tempest water hail frost or snow
  - (ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours

- 13. in consequence of Damage caused by Pollution or contamination but this shall not exclude Damage 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
- 14. in consequence of Damage caused by or consisting of
  - (a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - (b) normal settlement or bedding down of new structures
  - (c) dishonesty fraudulent action trick device or other false pretence by any Employee partners or directors of the Named Insured whether acting alone or in collusion with others
  - (d) disappearance unexplained or inventory shortage misfiling or misplacing of information
- 15. in consequence of Damage to buildings or structures thereat caused by their own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded
- 16. in consequence of Damage by wind rain hail sleet snow flood or dust to moveable property in the open or fences or gates
- 17. in consequence of Damage to that part of the property
  - (a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat

- (b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair

18. in consequence of Damage in respect of any Premises which are unoccupied for a period of more than thirty consecutive days other than Damage caused by fire explosion aircraft or other aerial devices or articles therefrom subject to the following Special Condition

**Special Condition**

It is a condition precedent to liability under the Policy that

- (a) the Premises are secured against illegal entry All windows and doors shall be fitted with good quality locks
- (b) all unnecessary services to be disconnected other than limited services required for security guards fire and burglar alarms
- (c) all letter boxes shall be sealed to prevent insertion of material
- (d) perimeter fences walls and gates to be kept complete and maintained
- (e) the Premises shall be kept clear both internally and externally of combustible materials and not be used for storage

19. in consequence of Damage in respect of

- (a) 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
- (b) land roads piers jetties bridges culverts or excavations
- (c) livestock growing crops or trees

unless specifically mentioned as insured by this Section

20. in consequence of Damage to property of the Named Insured outside the Territorial Limits (where loss as insured by this Section so provides) where such property is situate in any territory which is subject to sanctions imposed by the United Nations

21. in consequence of Damage in respect of jewellery precious stones precious metals bullions furs curiosities works of art or rare books

# Computer and Telecommunication Equipment Section

## Definitions

In this Section the following terms shall have the following meanings

### 1. Damage or Damaged

The words 'Damage' or 'Damaged' shall mean for the purposes of this Section accidental loss or destruction of or damage to the Property

### 2. Indemnity Period

The words 'Indemnity Period' shall mean the period beginning with the occurrence of an Insured Incident and ending not later than the last day of the period as specified in the Schedule under the title of 'Indemnity Period' during which the results of the Business shall be affected in consequence of the Insured Incident

### 3. Insured Incident

The words 'Insured Incident' shall mean

- (a) Damage insured by this Section
- (b) Reinstatement of Data and Reinstatement of Programs insured by this Section
- (c) Damage recoverable under guarantee or under a maintenance rental hire or lease agreement on the Property and for which there is not in force an insurance covering the interest of the Named Insured in the property for such Damage
- (d) Damage to any item due to its own breakdown or derangement
- (e) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the Premises in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property
- (f) the accidental failure of the electricity supply in the distribution wiring within the Premises in which the Property is situated not occasioned by failures as in (e) above
- (g) the accidental failure of any telecommunications system used in connection with the Property not occasioned by
  - (i) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority

to maintain the system due to industrial action by any of its employees

- (ii) the use by the Named Insured of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system

- (h) (i) Damage to the Premises in which the Property is situated or to any contents thereof or to property in the vicinity of the Premises and/or

- (ii) the exercise by any public and/or police authority of its powers for the sole purpose of safeguarding life which prevents the Named Insured gaining access to and/or using the Computer and Telecommunication Equipment

### 4. Premises

The word 'Premises' shall mean the buildings with their grounds at the addresses described in the Schedule attaching to the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy

### 5. Property and Property Insured

The words 'Property' and 'Property Insured' shall mean as described in the Schedule and Specification forming part of this Section

### 6. Stock

The word 'Stock' shall mean stock merchandise goods held in trust materials of trade work in progress and finished goods which the Named Insured owns or for which the Named Insured is responsible

### 7. Working Hours

The words 'Working Hours' shall mean the whole period during which the vehicle is being used by its driver in connection with the Business of the Named Insured and which shall include travel to and from the place of work and any break in such journey but shall not include when the vehicle is parted for any overnight rest period

## Cover

The Company will indemnify the Named Insured in accordance with the undernoted cover items following Damage as insured hereunder occurring during the Period of Insurance provided that the liability of the Company shall in no case exceed in respect of each insured item the Sum Insured for that item in the Schedule

### 1. Damage to Computer and Telecommunication Equipment Media and Ancillary Equipment

In the event of Damage (other than by an excluded cause) to the Property Insured (other than Property Insured as defined in cover item 5) at the Premises described in the Schedule the Company will pay to the Named Insured in accordance with the Basis of Settlement identified by the Basis of Settlement Code shown against the item in the Schedule

Excluding accidental loss distortion corruption or erasure of Programs and Reinstatement of Programs and Reinstatement of Data or the value to the Named Insured of the Data contained therein

The Company will in addition cover Damage to such property whilst temporarily away from the Premises for repair service cleaning storage exhibition demonstration or loan to a customer or potential customer or for use by the Named Insured's directors partners or employees in connection with the Business but the liability of the Company under this extension shall in no case exceed €32,000

## 2. Reinstatement of Programs

In the event of accidental loss distortion corruption or erasure of Programs recorded on Media insured by cover item 1 and cover item 5 the Company will pay the costs necessarily and reasonably incurred by the Named Insured in the Reinstatement of Programs but not for any Reinstatement of Data or the value to the Named Insured of the Data contained therein

## 3. Reinstatement of Data

In the event of accidental loss distortion corruption or erasure of Data recorded on Media insured by cover item 1 and cover item 5 the Company will pay the costs necessarily and reasonably incurred by the Named Insured in the Reinstatement of Data but excluding the value to the Named Insured of the Data

## 4. Increase in Cost of Working

If the computer operations of the Business at the Premises or elsewhere as identified by the respective Premises Code or Location Code (and detailed in the List Of Premises and Other Locations Schedule) shown against the item(s) stated in the Schedule applying to this cover item 4 are interrupted or interfered with due to the occurrence during the Period of Insurance of an Insured Incident the Company will pay as Increase in Cost of Working the additional expenditure necessarily and reasonably incurred by the Named Insured during the Indemnity Period in consequence of such interruption or interference

## 5. Portable Items

In the event of Damage (other than from an excluded cause) to laptop computers or other portable computer devices including projectors or mobile telephones the Company will pay to the Named Insured in accordance with the Basis of Settlement identified by the Basis of Settlement Code shown against the item in the Schedule provided that the liability of the Company shall in no case exceed in the aggregate the sum insured stated in the schedule in respect of this item

## Extensions

The cover provided by this Section shall extend to include the following subject to the liability of the Company not exceeding in respect of each insured extension the limit stated in the Schedule in respect of any one claim or claims arising from an Event

## 1. Removal of Debris

The Company will pay for costs and expenses necessarily incurred by the Named Insured with the consent of the Company in

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring up or propping

following a loss insured by this Section

The Company will not pay for any costs or expenses

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

## 2. Temporary Repairs and/or Expediting Costs

The Company will pay for costs necessarily and reasonably incurred in the making of temporary repairs upon and/or the expediting of the repair reinstatement or replacement of Property consequent upon Damage insured by this Section

## 3. Incompatibility of Computer Records

The Company will pay for

- (a) costs of modification of Computer and Telecommunication Equipment including Fixed Media
- or
- (b) costs of replacement of Unfixed Media

together with reinstatement of Programs and/or Data thereon (whichever is less) to achieve compatibility in the event that loss or destruction of Computer and Telecommunication Equipment insured by this Section has resulted in undamaged Unfixed Media being incompatible with the replacement Computer and Telecommunication Equipment

## 4. Additional Property

The Insurance extends to include Damage to Property acquired after the commencement of the Period of Insurance for the period up to the next renewal date subject to the Company being notified in writing within 28 days of acquisition and the Named Insured paying or agreeing to pay such additional premium as the Company may reasonably require

## 5. Additional Rental

In the event of Damage insured by this Section to Property requiring replacement of a lease/hire agreement by a new contract for similar property the Company undertakes to pay any additional rental charges reasonably incurred



**6. Accidental Discharge of Gas Flooding Systems**

Where such gas flooding systems conform to the requirements of health and safety legislation the Company will pay for the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property arising out of the accidental discharge of such systems

**Additional Cover**

**1. Consulting Engineers' Fees/Repair Investigation Costs**

The Company will pay said fees/costs incurred with the consent of the Company in conducting investigations and/or tests into possible repair reinstatement (whether or not successful) or replacement consequent upon Damage insured by this Section but not for preparing any claim The Company's liability for such Damage and fees/costs shall not exceed in the aggregate the appropriate Sum Insured

**2. Measures Taken in Avoidance of Impending Loss or Damage**

The Company will subject to the Sum Insured on Computer and Telecommunication Equipment Media and Ancillary Equipment pay costs incurred by the Named Insured in taking reasonable but exceptional measures to avoid or mitigate impending Damage insured by this Section

provided that

- (a) the impending Damage does not stem from any reasonable foreseeable cause and that Damage would be the natural outcome to be expected in the absence of such measure
- (b) the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken
- (c) the terms exclusions and conditions of this Section shall apply as if Damage had occurred

**3. Automatic Reinstatement**

The amounts stated in this Section as Sums Insured will be automatically reinstated from the date of occurrence of any claim at additional premium to be agreed between the Company and the Named Insured except that the Company will not require additional premium if the total cost of the claim does not exceed €10,000

**4. Waiver of Subrogation against Authorised Users**

Notwithstanding General Condition 19 the Company shall waive any rights of subrogation against any user of the Property provided that

- (a) such user has the authority of the Named Insured to use the Property

and

- (b) that such user shall as if he were the Named Insured observe fulfil and be subject to the terms exclusions and conditions of this Section

**5. Professional Accountants' Charges**

The Company will subject to the Sum Insured shown in the Schedule in respect of cover item 4 Increase in Cost of Working pay to the Named Insured the reasonable charges payable by the Named Insured to their professional accountants for producing particulars of any claim for which indemnity is provided by cover item 4 Increase in Cost of Working

**6. Fire Extinguishing Expenses**

The insurance by this Section extends to include the costs incurred by the Named Insured in recharging replenishing or replacing fire extinguishing appliances (other than gas flooding systems) and replacing sprinkler heads in automatic sprinkler installations rendered necessary as a result of fire at the Premises for which liability is admitted under this Section

**Conditions**

**1. Fire Precautions (applicable only if the devices described therein are installed at the Premises)**

The Named Insured shall ensure that in respect of

- (a) Fire Break Doors and Shutters

all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order

- (b) Fire Extinguishing Appliances

all fire extinguishing appliances will be regularly inspected and maintained in efficient working order

**2. Theft Precautions**

The Named Insured shall ensure that

- (a) all security devices (other than intruder alarm) including locks fastenings shutters and other methods of securing access to the Premises are in full and effective operation and keys removed from the Premises whenever same is closed for business

- (b) where the Company have required an intruder alarm to be installed or if an intruder alarm is already installed on the Premises

- (i) the intruder alarm must be maintained in an efficient and operational condition at all times and in accordance with its installation specification or as otherwise approved by the Company

- (ii) a maintenance service contract with the installation company or as otherwise approved by the Company must be in force and the maintenance company immediately advised of any apparent defect in the intruder alarm or its signalling

- (iii) the intruder alarm shall be put into full and effective operation at all times in respect of 24 hour designated circuits and otherwise the Premises must not be left unattended unless
  - the intruder alarm is put into full and effective operation including where the equipment permits any central station to which the intruder alarm is connected acknowledging the setting signal
  - the intruder alarm is regularly tested and is in full and efficient working order
- (iv) immediate written notice shall be given to the Company if the Named Insured receives from the Police or security organisation warning of a possible or intended withdrawal of response to calls from the Intruder Alarm or of a reduced response level

The insurance provided under this Section does not cover Damage caused by theft or attempted theft from the Premises other than by robbery or attempted robbery where Police response to alarm activation is withdrawn unless written agreement has been obtained from the Company that such insurance remains operative

The words 'intruder alarm' include detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling including ancillary telecommunication systems

### 3. Unoccupancy

The Named Insured shall notify the Company in writing as soon as is reasonable when any Building or part thereof becomes unoccupied for more than thirty consecutive days and shall pay or agree to pay additional premium if required by the Company Further the Named Insured shall notify the Company when an unoccupied Building or part thereof becomes occupied

### 4. Claims Conditions

- (a) Other Interests
 

The interests of parties under mortgage hiring leasing or similar agreements with the Named Insured are noted in this insurance provided that the nature and extent of any such interests are disclosed to the Company by the Named Insured in the event of a claim against this Section
- (b) Subrogation Waiver
 

In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which they might become entitled by subrogation against

  - (i) any company standing in the relation of parent to subsidiary to the Named Insured

- (ii) any company standing in the relation of subsidiary to parent to the Named Insured
- (iii) any company which is a subsidiary of a parent company of which the Named Insured is a subsidiary

in each case as defined by the Companies Act 1985 as amended

- (c) Reinstatement
 

If any Property is to be reinstated or replaced by the Company the Named Insured shall at his own expense provide all such plans documents books and information as may reasonably be required The Company shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured
- (d) Company's Rights following a Claim
 

On the happening of Damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Policy enter take or keep possession of the Premises where such Damage has occurred and take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner

No Property may be abandoned to the Company whether taken possession of by the Company or not

### 5. Reasonable Precautions

The Named Insured shall

- (a) in respect of Programs maintain a back-up copy of the current version at a location other than the respective Premises where the Media on which the Programs are recorded is situate
- (b) in respect of Data maintain a weekly full system back-up of Data at a location other than the respective Premises where the Media on which the Data is recorded is situate

### 6. Designation

Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in the Named Insured's books

### 7. Non-invalidating

Notwithstanding Section Conditions 1 and 2 the insurance by this Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the Premises hereby insured not occupied by the Named Insured whether constituting an increase in risk or not unknown to or beyond the control of the Named Insured provided that immediately the Named Insured becomes aware



thereof shall give notice to the Company and pay an additional premium if required

## Basis of Settlement

The amount payable for each item of Computer and Telecommunications Equipment Media and Ancillary Equipment stated in the Schedule will be in accordance with one of the following Basis of Settlements defined below for which a Code is shown beside that item in the Schedule or the Company at its option may elect to reinstate or replace the Property or any part of it which is lost destroyed or damaged

### 1. Indemnity Code INDTY

Subject to the following Special Provision the Company will pay the value of the Property at the time of its Damage or the amount of such Damage whichever is the lesser

#### Special Provision

##### Underinsurance Condition

If any Sum Insured to which this Basis of Settlement applies is at the commencement of Damage less than the total value of the Property covered within such Sum Insured the amount payable by the Company in respect of such Damage will be proportionately reduced and the Named Insured considered to be his own insurer for the difference

### 2. Reinstatement Code REINS

Subject to the following Special Provisions the basis upon which the amount payable in respect of the Property Insured is to be calculated will be Reinstatement of the Property Damaged

For this purpose Reinstatement means

- (a) the rebuilding or replacement of Property sustaining Damage which provided the liability of the Company is not increased may be carried out
  - (i) in any manner suitable to the requirements of the Named Insured
  - (ii) upon another site
- (b) the repair or restoration of Property Insured lost or damaged

in either case to a condition equivalent to or substantially the same as but not better than or more extensive than its condition when new

#### Special Provisions

##### (a) Repairs and Restoration

The liability of the Company for the repair or restoration of Property Insured sustaining Damage in part only shall not exceed the amount which would have been payable had such Property been entirely destroyed

### (b) Underinsurance Condition

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property Insured covered by any Item to which this Basis applies exceeds its Sum Insured at the commencement of loss or damage the amount payable by the Company will not exceed that proportion of the amount of such loss or damage which the said Sum Insured compares to the total cost of reinstating the whole of such Property Insured at that time

### (c) Alternative Basis of Payment

Even where this Reinstatement Basis of Settlement applies the amount payable will be in accordance with the Indemnity Basis

- (i) unless reinstatement commences and proceeds without unreasonable delay
- (ii) until the cost of reinstatement has been incurred
- (iii) if the Property at the time of its loss or damage is insured by any other insurance taken out by or on behalf of the Named Insured which is not written on the same basis of reinstatement as defined

## Exclusions

This Section does not cover

1. Damage to any item of Computer and Telecommunication Equipment including Fixed Media due to its own breakdown or derangement unless such item is at the time of the Damage the subject of a maintenance rental hire or lease agreement which must provide a minimum service of on-call remedial and/or corrective maintenance at inclusive cost but this exclusion shall not apply to cover item 4 Increase in Cost of Working
2. Damage recoverable under any guarantee or maintenance rental hire or lease agreement
3. consequential loss or damage of any kind or description other than that provided for specifically under this Section and such cover provided under this Section shall not include any consequential loss which is also insured under the Business Interruption Section of this Policy
4. the additional expenditure incurred during the first 48 hours following breakdown or derangement of any item of Computer and Telecommunication Equipment if a maintenance rental hire or lease agreement providing a minimum service of on-call remedial and/or corrective maintenance at inclusive cost is not in force on such item but only in respect of cover item 4 Increase in Cost of Working
5. in respect of cover item 4 Increase in Cost of Working due to

- (a) failure inadequacy or malfunction of any satellite
  - (b) atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
6. in respect of cover item 4 Increase in Cost of Working the costs of Reinstatement of Data and Reinstatement of Programs onto Fixed Media and/or Unfixed Media
7. Damage caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions rust or corrosion but this exclusion shall not apply to subsequent Damage which itself results from a cause not otherwise excluded
8. Damage caused by theft or attempted theft of the Property Insured from the Premises as stated in the Schedule unless caused by theft or attempted theft of the Property Insured from the buildings (but not grounds) at the Premises where accompanied by forcible and violent entry to or exit from the buildings or by violence to persons or threat of violence to persons and provided that the Premises have not been unoccupied for a period of more than thirty consecutive days (this exclusion does not apply to Cover Item 5 Portable Items)
9. Damage to Property Insured
- (a) away from the Premises (where the insurance on any Property Insured item as stated in the Schedule so provides) caused by theft or attempted theft of the Property Insured
    - (i) from or on an unattended vehicle or trailer during Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked
    - (ii) from or on an unattended vehicle or trailer out of Working Hours unless all doors windows and other means of access have been secured and locked and alarm (if any) activated and in respect of an unattended vehicle the Property to be placed in the boot or similar luggage compartment of the vehicle (and in so doing to be effectively concealed from sight) and which is securely closed and locked and such vehicle or trailer is garaged in a securely closed and locked building or compound
    - (iii) from or on an unattended soft topped open topped or open sided vehicle or trailer unless also involving theft of the vehicle or trailer
  - (iv) where Property is otherwise left unattended (which term shall mean that the Named Insured is unable to exercise control over or otherwise unable to influence events affecting the Property) unless contained in a locked building of substantial construction or in a secure locked room
- (b) in or on soft topped open topped or open sided vehicles or trailers if caused by
- (i) storm tempest water hail frost or snow
  - (ii) malicious persons when the vehicle or trailer is left unattended out of Working Hours
10. Damage in respect of Stock
11. Damage to the Property Insured caused by or attributable to defective packing or incorrect or insufficient addressing
12. Damage to Computer and Telecommunication Equipment Media Ancillary Equipment and/or accidental loss distortion corruption or erasure of Programs and/or Data and/or any Insured Incident as insured under cover item 4 Increase In Cost of Working caused directly or indirectly by or consisting of or other additional expenditure arising directly or indirectly from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not and whether occurring before during or after the year 2000
- (a) correctly to recognise any date as its true calendar date
  - (b) to capture save retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
  - (c) to capture save retain or correctly to 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 of data or inability to capture save retain or correctly to process such data on or after any date
- but this shall not exclude subsequent Damage not otherwise excluded which itself results from a Defined Peril or theft or attempted theft where such failure is not the result of wilful misconduct by the Named Insured and that the Named Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure
13. Damage caused by or consisting of
- (a) inherent vice latent defect gradual deterioration its own faulty or defective design or materials

- (b) faulty or defective workmanship operational error or omission on the part of the Named Insured or any of his Employees

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

14. Damage caused by or consisting of

- (a) dishonesty fraudulent action trick device or other false pretence by any Employee partners or directors of the Named Insured whether acting alone or in collusion with others
- (b) disappearance unexplained or inventory shortage misfiling or misplacing of information

15. Damage caused by the escape of water from any tank apparatus or pipe in respect of any Building which is empty or not in use for a period of more than thirty consecutive days

16. property which at the time of the happening of Damage is insured by or would but for the existence of this Policy 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

17. any property more specifically insured by or on behalf of the Named Insured

18. Damage caused by Pollution or contamination but this shall not exclude Damage to 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

19. Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and/or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe

20. under cover item 2 and cover item 3 loss distortion corruption or erasure of Programs and/or Data recorded on Media unless such accidental loss distortion corruption or erasure of Programs and/or Data itself results from other Damage to Property Insured and is not otherwise excluded



## Employers' Liability Section

### Definition

In this section the following terms shall have the following meaning

#### 1. Offshore Work

The words 'Offshore Work' shall mean visits or work undertaken by an Employee from the time the Employee embarks into a conveyance whether airborne or waterborne for transport to an offshore installation or associated structure until such time as the Employee disembarks from the conveyance onto land upon his return from such installation or associated structure

### Cover

#### 1. Bodily Injury

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability to pay Compensation for Bodily Injury sustained by any Employee arising out of and in the course of employment by the Named Insured in connection with the Business and caused during the Period of Insurance

- (a) within The Republic of Ireland Great Britain Northern Ireland The Isle of Man or The Channel Islands.
- (b) elsewhere in the world where any director or non-manual Employee normally resident in the territories stated in (a) above is temporarily working in connection with the Business

#### 2. Claimants' Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability for claimants' costs and expenses in connection with the indemnity provided under Section Cover 1

#### 3. Defence Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
  - (i) coroner's inquest or other inquiry in respect of any death
  - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under Section Cover 1

#### 4. Safety Health and Welfare at Work Act Prosecution Defence Costs

The Company will indemnify the Insured subject to the Limit of Indemnity as stated in the Schedule in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any health and safety at work legislation committed or alleged to have been committed during the Period of Insurance in the course of the Insured's Business

Provided that

- (a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- (b) the proceedings relate to the health safety or welfare of any Employee
- (c) the indemnity will not apply to
  - (i) proceedings consequent upon any deliberate act or omission
  - (ii) fines or penalties of any kind
  - (iii) any circumstances where indemnity is provided by any other insurance or where but for the existence of this Section Cover 4 of the Cover indemnity would have been provided by such other insurance

#### 5. Unsatisfied Court Judgements

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury sustained by the Employee and caused during the Period of Insurance arising out of and in the course of employment by the Insured in connection with the Business against any company or person operating from or resident in premises within The Republic of Ireland Great Britain Northern Ireland The Isle of Man or The Channel Islands in any court situate in the said territories and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the Named Insured the Company will pay to the Employee or the said legal personal representatives subject to the Limit of Indemnity stated in the Schedule the amount of any such damages and awarded costs that remain unsatisfied

Provided that

- (a) there is no appeal outstanding
- (b) if any payment is made by the Company the Employee or the said legal personal representatives shall assign the judgement to the Company

- (c) all reasonable steps necessary to protect the ability to recover from the party against whom the judgement was obtained have been taken

**6. Compensation for Court Attendance**

Where at the request of the Company or their representatives any of the undermentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- (a) any principal partner or director of the Named Insured €500
- (b) any other Employee €200

**7. Indemnity to Principal**

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (a) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- (b) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

Where the Named Insured is domiciled in Great Britain Northern Ireland The Isle of Man or The Channel Islands this exclusion shall not apply and Indemnity under the Employers' Liability Section shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland The Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which Employers' Liability (Compulsory Insurance) Act(s) or any amending primary legislation applies

Provided that the Limit of Indemnity in this respect shall be reduced to the Euro equivalent of GBP£5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimants' and defence costs and expenses and not for the amount stated in the section Schedule

- 2. The Company shall not be liable to indemnify the Insured in respect of any liability for which compulsory insurance or security is required by any road traffic legislation
- 3. The Company shall not be liable to indemnify the Insured in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation
- 4. The Company shall not be liable to indemnify the Insured in respect of liability for Bodily Injury arising from any development work to the Insured's property other than maintenance or repair

**Limit of Indemnity**

The Limit of Indemnity is stated in the Section Schedule and applies to the Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses payable under Section Covers 2 and 3 and 4

**Condition**

**Claims (Right of Recovery)**

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland The Isle of Man and The Channel Islands but the Insured shall repay to the Company all sums paid by the Company which they would not have been liable to pay but for the provision of such law

**Exclusions**

- 1. The Company shall not be liable to indemnify the Insured in respect of any liability arising from any Offshore Work

# Public and Products Liability Section Losses Occurring Basis

## Definition

In this Section the following terms shall have the following meanings

### 1. Damage

The word 'Damage' shall mean

- (a) physical loss of or damage to tangible property including attendant loss of use of such property
- (b) nuisance trespass or interference with any easement right of air light water or way

## Cover

### 1. Legal Liability

The Company will indemnify the Insured subject to the Limits of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of accidental Injury or Damage occurring during the Period of Insurance and arising in connection with the Business

### 2. Claimants' Costs and Expenses

The Company will in addition indemnify the Insured against legal liability for claimants' costs and expenses in connection with the indemnity provided under Section Cover 1

### 3. Defence Costs and Expenses

The Company will in addition indemnify the Insured in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
  - (i) Coroner's Inquest or other inquiry in respect of any death
  - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under Section Cover 1

### 4. Data Protection Act 1998

The Company will indemnify the Named Insured and if the Named Insured so requests any Employee or director or partner of the Named Insured in respect of their liability to pay Compensation for damage or

distress under section 7 21 and 22 of the Data Protection Act 1998 including reasonable defence costs and expenses incurred with the written consent of the Company and in addition the reasonable defence costs incurred with the written consent of the Company relating to a prosecution brought under the Data Protection Act 1998 in relation to a claim made by any person

Provided that

- (a) any claim for Compensation is first made or prosecution first brought against the Named Insured during the Period of Insurance
- (b) the Named Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998
- (c) no indemnity is granted in respect of
  - (i) the payment of fines or penalties
  - (ii) the cost of replacing reinstating rectifying erasing blocking or destroying any data
  - (iii) liability caused by or arising from a deliberate or intentional act by or omission of the Named Insured or any person eligible for indemnity by this extension the effect of which will knowingly result in liability under the Data Protection Act 1998
  - (iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this extension at the start of the Period of Insurance
  - (v) liability for which indemnity is provided under any other insurance
- (d) in respect of each and every claim under this extension the Named Insured shall be liable for 10% of the cost of the claim or €750 which ever is the greater
- (e) the Company's liability under this extension is limited to €750,000 in respect of any one claim and in the aggregate during any one Period of Insurance

### 5. Motor Contingent Liability

Notwithstanding Section Exclusion 4 the Company will indemnify the Named Insured and no other for the purposes of this clause against legal liability arising from or caused by any motor vehicle not the property of nor provided by the Named Insured and being used in connection with the Business

Provided that the Company will not provide indemnity in respect of liability

- (a) for loss of or damage to such vehicle or property carried
- (b) more specifically insured under any other insurance or which would be so insured but for the existence of this clause
- (c) arising or caused whilst such vehicle is being
  - (i) driven by the Named Insured
  - (ii) driven with the general consent of the Named Insured or his representative by any person who to the knowledge of the Named Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - (iii) used elsewhere than in the Republic of Ireland Great Britain Northern Ireland The Isle of Man or The Channel Islands

**6. Compensation for Court Attendance**

Where at the request of the Company or their representatives any of the under-mentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- (a) any principal partner or director of the Named Insured €500
- (b) any other Employee €200

**7. Indemnity to Principal**

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (a) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- (b) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

**8. Overseas Personal Liability**

The Company will indemnify the Named Insured and if the Named Insured so requests any director or partner of the Named Insured or Employee (including their families whilst accompanying them) against legal liability incurred in a personal capacity whilst engaged

in non manual visits in connection with the Business outside the Territorial Limits

Provided that the Company will not provide indemnity

- (a) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance

**9. Property in the Insured's Custody or Control**

Section Exclusion 1(d) will not apply to

- (a) the personal effects (including vehicles and their contents) of any visitor or director partner or Employee of the Named Insured
- (b) premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the Named Insured which are temporarily occupied by the Insured for the purposes of carrying out work therein or thereon
- (c) premises (including their fixtures and fittings) leased rented or hired to the Named Insured provided that the Company will not provide indemnity in respect of
  - (i) liability assumed by the Named Insured under a tenancy or other agreement unless liability would have attached in the absence of such agreement
  - (ii) the first €1,000 (or the Section Deductible if greater) of each and every occurrence of loss or damage caused to any such premises fixtures or fittings other than by fire or explosion

**Limit of Indemnity**

The Limit of Indemnity is stated in the Schedule and applies to Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause In respect of liability arising from Products the Limit of Indemnity shall be the total amount payable during any one Period of Insurance in respect of all claims

Provided that

- (a) where the Limit of Indemnity is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under Section Covers 2 and 3 shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability
- (b) the Deductible in respect of damages and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

## Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. the cost of making good Damage to property
  - (a) belonging to the Insured or
  - (b) being that part of any property worked upon by the Insured and arising out of such work or
  - (c) being that part of any Product giving rise to a claim or
  - (d) in the Insured's care custody or control
2. liability assumed by the Insured under contract or agreement to any person firm or company unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement
3. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft (other than non-powered water craft) made or intended to float on or in or travel through water or air or space but this Exclusion shall not apply to any waterborne vessel or craft not exceeding 10 meters in length other than power boats used for racing
4. liability arising from or caused by the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or plant except
  - (a) any vehicle or plant
    - (i) not requiring a licence for road use or a certificate of motor insurance or other security
    - (ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working
  - (b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plant

Provided that the Company will not grant indemnity

  - (i) in respect of liability which is compulsorily insurable under any road traffic legislation
  - (ii) if indemnity is provided by any other insurance
5. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination unless 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 anywhere in the world except the United States of America its territories and possessions Puerto Rico and Canada  
Provided that

- (a) notwithstanding General Condition 14 or any amendment thereto the Company shall not grant indemnity in respect of any claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts
- (b) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (c) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion 'Pollution or Contamination' shall mean

- (a) all pollution or contamination of buildings or other structures or water or land or the atmosphere
- and
- (b) all Damage or Injury directly or indirectly caused by such pollution or contamination

6. liability for costs and expenses for
  - (a) the repair inspection alteration correction or replacement of defective materials service or workmanship or
  - (b) the withdrawal recall repair replacement alteration or making of any refund in respect of Products
7. (a) liability arising out of Products comprising or incorporated in or on any aircraft spacecraft or military or naval missile
  - (b) liability arising out of Products comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile
8. liability in respect of loss of information or the provision of wrong information in or from computer programs tapes or data recording equipment unless as a direct consequence of physical loss of or damage to tangible property
9. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured
10. liability in respect of any manual work away from any premises owned or leased or rented by the Named Insured other than collection or delivery



11. liability in respect of any development work to any premises owned or leased or rented by the Named Insured other than maintenance or repair
12. liability for Financial Loss
13. Legal liability of any nature directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not and whether occurring before during or after the year 2000
  - (a) correctly to recognise any date as its true calendar date
  - (b) to capture save or retain and/or correctly 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 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 of data or the inability to capture to save to retain or correctly to process such data on or after such date
14. liability for Bodily Injury arising from an act or omission in the provision of or failure to provide Professional Healthcare Services
15. liability arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged

# Public and Products Liability Section Claims Made Basis

## Definitions

In this Section the following terms shall have the following meanings

### 1. Claim

The word 'Claim' shall mean a demand for or an assertion of right to Compensation attributable to

- (a) the same act error or omission

or

- (b) a series of acts errors or omissions consequent upon or attributable to the same original cause or source

### 2. Damage

The word 'Damage' shall mean

- (a) physical loss of or damage to tangible property including attendant loss of use of such property
- (b) nuisance trespass or interference with any easement right of air light water or way

### 3. Retroactive Date

The words 'Retroactive Date' means the date specified in the Section Schedule that represents the earliest date at which any Claim for accidental Injury or Damage may have occurred in order to be eligible for coverage under this Public and Products Liability Section

## Cover

### 1. Legal Liability

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation in respect of any Claim which is both first made against the Insured and notified to the Company during the Period of Insurance or notified to the Company within thirty days after the end of the Period of Insurance for and arising out of accidental Injury or Damage arising in connection with the Business

Provided always that the Claim is arising out of Injury or Damage that happened after the Retroactive Date shown in the Schedule subject to the Insured having had no basis for believing as at Inception Date that a Claim might be brought as a result of such Injury or Damage

A notification of a Claim under this Section will be deemed to be made on the date that the Claim against the Insured was first reported to the Company in writing

However the Company will not consider an incident report unaccompanied by a third party intimation of a Claim or of an intention to claim against the Insured to be a notification of a Claim even if sent to the Company or one of its agents

### 2. Claimants' Costs and Expenses

The Company will in addition indemnify the Insured against legal liability for claimants' costs and expenses in connection with the indemnity provided under Section Cover 1

### 3. Defence Costs and Expenses

The Company will in addition indemnify the Insured in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
  - (i) coroner's inquest or other inquiry in respect of any death
  - (ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under Section Cover 1

### 4. Data Protection Act 1998

The Company will indemnify the Named Insured and if the Named Insured so requests any Employee or director or partner of the Named Insured in respect of their liability to pay Compensation for damage or distress under section 7 and 21 and 22 of the Data Protection Act 1998 including reasonable defence costs and expenses incurred with the written consent of the Company and in addition the reasonable defence costs incurred with the written consent of the Company relating to a prosecution brought under the Data Protection Act 1998 in relation to a Claim made by any person

Provided that

- (a) any Claim for Compensation is first made or prosecution first brought against the Named Insured during the Period of Insurance
- (b) the Named Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998
- (c) no indemnity is granted in respect of
  - (i) the payment of fines or penalties

- (ii) the cost of replacing reinstating rectifying erasing blocking or destroying any data
  - (iii) liability caused by or arising from a deliberate or intentional act by or omission of the Named Insured or any person eligible for indemnity by this extension the effect of which will knowingly result in liability under the Data Protection Act 1998
  - (iv) Claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this extension at the start of the Period of Insurance
  - (v) liability for which indemnity is provided under any other insurance
- (d) in respect of each and every Claim under this extension the Named Insured shall be liable for 10% of the cost of the Claim or €750 whichever is the greater
- (e) the Company's liability under this extension is limited to €750,000 in respect of any one Claim and in the aggregate during any one Period of Insurance

#### 5. Motor Contingent Liability

Notwithstanding Section Exclusion 4 the Company will indemnify the Named Insured and no other for the purposes of this clause against legal liability arising from or caused by any motor vehicle not the property of nor provided by the Named Insured and being used in connection with the Business

Provided that the Company will not provide indemnity in respect of liability

- (a) for loss of or damage to such vehicle or property carried
- (b) more specifically insured under any other insurance or which would be so insured but for the existence of this clause
- (c) arising or caused whilst such vehicle is being
  - (i) driven by the Named Insured
  - (ii) driven with the general consent of the Named Insured or his representative by any person who to the knowledge of the Named Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - (iii) used elsewhere than in the Republic of Ireland Great Britain Northern Ireland The Isle of Man or The Channel Islands

#### 6. Compensation for Court Attendance

Where at the request of the Company or their representatives any of the under-mentioned persons

attend a court or tribunal or other forum as a witness in connection with a Claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- (a) any principal partner or director of the Named Insured €500
- (b) any other Employee €200

#### 7. Indemnity to Principal

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the Claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- (a) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- (b) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

#### 8. Overseas Personal Liability

The Company will indemnify the Named Insured and if the Named Insured so requests any director or partner of the Insured or Employee (including their families whilst accompanying them) against legal liability incurred in a personal capacity whilst engaged in non manual visits in connection with the Business outside the Territorial Limits

Provided that the Company will not provide indemnity

- (a) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance

#### 9. Property in the Insured's Custody or Control

Section Exclusion 1(d) will not apply to

- (a) the personal effects (including vehicles and their contents) of any visitor or director partner or Employee of the Named Insured
- (b) premises (including their fixtures fittings and contents) not owned by or leased rented or hired to the Named Insured which are temporarily occupied by the Insured for the purposes of carrying out work therein or thereon

- (c) premises (including their fixtures and fittings) leased rented or hired to the Named Insured provided that the Company will not provide indemnity in respect of
  - (i) liability assumed by the Named Insured under a tenancy or other agreement unless liability would have attached in the absence of such agreement
  - (ii) the first €1,000 (or the Section Deductible if greater) of each and every occurrence of loss or damage caused to any such premises fixtures or fittings other than by fire or explosion

### Limit of Indemnity

The Limit of Indemnity is stated in the Schedule and applies to Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause In respect of liability arising from Products the Limit of Indemnity shall be the total amount payable during any one Period of Insurance in respect of all Claims

Provided that

- (a) where the Limit of Indemnity is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under clauses 2 and 3 of the Section Cover shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability
- (b) the Deductible in respect of damages and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

### Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. the cost of making good Damage to property
  - (a) belonging to the Insured or
  - (b) being that part of any property worked upon by the Insured and arising out of such work or
  - (c) being that part of any Product giving rise to a Claim or
  - (d) in the Insured's care custody or control
2. liability assumed by the Insured under contract or agreement to any person firm or company unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement
3. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft (other than non-powered water craft) made or

intended to float on or in or travel through water or air or space but this Exclusion shall not apply to any waterborne vessel or craft not exceeding 10 meters in length other than power boats used for racing

4. liability arising from or caused by the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or plant except
  - (a) any vehicle or plant
    - (i) not requiring a licence for road use or a certificate of motor insurance or other security
    - (ii) being used as a tool of trade at any premises of the Insured or on the site of any contract where the Insured is working
  - (b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled vehicle or plant

Provided that the Company will not grant indemnity

- (i) in respect of liability which is compulsorily insurable under any road traffic legislation
  - (ii) if indemnity is provided by any other insurance
5. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination unless 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 anywhere in the world except the United States of America its territories and possessions Puerto Rico and Canada  
Provided that

- (a) notwithstanding General Condition 14 or any amendment thereto the Company shall not grant indemnity in respect of any Claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts
- (b) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (c) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion 'Pollution or Contamination' shall mean

- (a) all pollution or contamination of buildings or other structures or water or land or the atmosphere

- and
- (b) all Damage or Injury directly or indirectly caused by such pollution or contamination
6. liability for costs and expenses for
- (a) the repair inspection alteration correction or replacement of defective materials service or workmanship or
  - (b) the withdrawal recall repair replacement alteration or making of any refund in respect of Products
7. (a) liability arising out of Products comprising or incorporated in or on any aircraft spacecraft or military or naval missile
- (b) liability arising out of Products comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile
8. liability in respect of loss of information or the provision of wrong information in or from computer programs tapes or data recording equipment unless as a direct consequence of physical loss of or damage to tangible property
9. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured
10. liability in respect of any manual work away from any premises owned or leased or rented by the Named Insured other than collection or delivery
11. liability in respect of any development work to any premises owned or leased or rented by the Named Insured other than maintenance or repair
12. liability for Financial Loss
13. legal liability of any nature directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not and whether occurring before during or after the year 2000
- (a) correctly to recognise any date as its true calendar date
  - (b) to capture save or retain and/or correctly 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 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 of data or the inability to capture to save to
- retain or correctly to process such data on or after such date
14. liability for Bodily Injury arising from an act or omission in the provision of or failure to provide Professional Healthcare Services
15. liability arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged



# Errors and Omissions Section

## Definitions

In this Section the following terms shall have the following meaning

### 1. Circumstance

The word 'Circumstance' shall mean the Named Insured's direct or indirect knowledge of any one or more of the following

- (a) an intimation of a Claim or of an intention to claim against the Named Insured
- (b) that any Product or Service has failed to perform the function or serve the purpose intended
- (c) any criticism or dispute relating to the performance (whether justified or not) of the Insured's Product or Service
- (d) any criticism or dispute relating to the performance (whether justified or not) of a party for whom or for which the Named Insured is responsible

which if the subject of a Claim (regardless of the deductible) would entitle the Named Insured to indemnity under this Section

### 2. Civil Liability

The words 'Civil Liability' shall mean legal liability under the jurisdiction of any civil court subject to the limitations of Errors And Omissions Section Condition 1 (Jurisdiction)

### 3. Claim

The word 'Claim' shall mean a demand alleging Financial Damages arising out of

- (a) a Professional Wrongful Act or
- (b) a series of Related Professional Wrongful Acts

### 4. Client

The word 'Client' shall mean any person company or firm with whom the Named Insured conducts business or to whom the Insured supplies any Product or Service in exchange for payment

### 5. Damage

The word 'Damage' shall mean physical damage to or loss of tangible property including the loss of use of such tangible property

For the purpose of this Errors and Omissions Section data including information facts or programs in any electronic or other format is not tangible property

### 6. Documents

The word 'Documents' shall mean records of information (excluding bearer bonds coupons bank or

currency notes or other negotiable instruments) on paper or stored electronically

### 7. Error

The word 'Error' shall mean error omission or negligent act

### 8. Financial Damages

The words 'Financial Damages' shall mean

- (a) sums the Named Insured is legally obligated to pay as compensatory damages imposed by law or
- (b) sums the Named Insured must pay as a consequence of the breach of a contract or agreement to provide Products to others or to provide or perform Services for others

'Financial Damages' shall not mean Injury or Damage

### 9. Limit of Indemnity

The words 'Limit of Indemnity' shall mean the maximum the Company will pay in any one Period of Insurance as stated in the Section Schedule or as otherwise stated within this Errors and Omissions Section

### 10. Professional Wrongful Act

The words 'Professional Wrongful Act' shall mean any of the following that the Named Insured commits in the course of the Business

- (a) any Error in a Service rendered or which should have been rendered by the Named Insured
- (b) the failure of the Named Insured's Product to perform the function or serve the purpose intended solely because of an Error by the Named Insured

that results in the Civil Liability of the Named Insured because of a breach of a professional duty owed to a Client in connection with Product or Service provided by or on behalf of the Named Insured to that Client

### 11. Related Professional Wrongful Acts

The words 'Related Professional Wrongful Acts' shall mean two or more Professional Wrongful Acts that have as a common connection tie or link any fact circumstance situation event transaction cause or series of related facts circumstances situations events transactions or causes

A series of Related Professional Wrongful Acts constitutes one Professional Wrongful Act

### 12. Retroactive Date

The words 'Retroactive Date' shall mean the earliest date a Professional Wrongful Act may be committed in order to be eligible for coverage under this Errors and Omissions Section

The 'Retroactive Date' is specified in the Section Schedule

### 13. Service

The word 'Service' shall mean the provision for others by or on behalf of the Named Insured of any professional advice consultancy or other assistance relating to

computers or computer systems  
 data processing  
 the engineering development supply distribution  
 integration or maintenance of software and firmware and hardware  
 remote electronic repair  
 computer networking  
 data protection or security thereof  
 telecommunications robotics electronics  
 internet or other on-line services  
 the writing of software and firmware programs

## Cover

### 1. Errors and Omissions Liability

The Company will indemnify the Named Insured subject to the Limit of Indemnity in the Section Schedule for the Named Insured's Civil Liability for Financial Damages because of loss to which this insurance applies

This insurance applies only if

- (a) the loss arises out of a Professional Wrongful Act and
- (b) the Professional Wrongful Act was committed on or after the Retroactive Date and before the end of the Period of Insurance and
- (c) a Claim that seeks Financial Damages because of the loss is first made against the Named Insured during the Period of Insurance and
- (d) first notified to the Company in writing during the Period of Insurance or within 90 days after the end of the Period of Insurance

For purposes of this Errors and Omissions Section the date that the first Professional Wrongful Act in a series of Related Professional Wrongful Acts occurs will be the one and only date used to determine whether the Retroactive Date requirement has been satisfied

### 2. Claimants' Costs and Expenses

The Company will indemnify the Named Insured subject to the Limit of Indemnity in the Section Schedule for the Named Insured's Civil Liability for claimants' costs and expenses incurred in connection with a Claim

### 3. Employee Dishonesty

The Company will indemnify the Named Insured subject to the Limit of Indemnity in the Section Schedule for all sums which the Named Insured shall become legally liable to pay for Financial Damages arising out of the dishonest fraudulent or malicious acts or omissions of any Employee or Agent provided that no indemnity shall be provided

- (a) for liability loss cost expense or Claim where there is improper gain or extortion by the Insured as a result of such dishonest fraudulent or malicious acts or omissions
- (b) to any person committing any dishonest fraudulent or malicious act or omission
- (c) for liability loss cost expense or Claim arising out of such dishonest fraudulent or malicious acts or omissions committed after the Named Insured either knew of or could reasonably have discovered such acts or omissions

## Extensions

### 1. Defence Costs and Expenses

The Company will additionally pay all costs and expenses which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence or settlement of any Claim under this Policy

Provided that if a payment exceeding the amount of indemnity available under the Policy has to be made by the Insured to dispose of a Claim against them the liability of the Company for costs and expenses shall be only that proportion which the amount of indemnity available bears to the total amount payable to dispose of the claim

The Deductible shall not apply to the Insured's or the Company's defence costs and expenses

### 2. Destruction of Documents

The Company will indemnify the Named Insured subject to the Limit of Indemnity stated in this Section Extension for all sums which the Named Insured shall become legally liable to pay for any Claim arising out of the destruction or impairment of Documents if all of the following are satisfied

- (a) the destruction or impairment is discovered and notified promptly to the Company during the Period of Insurance
- (b) the Documents were either in transit or in the care custody or control of the Insured or its Agent or any person or organisation to whom the Insured has entrusted them and
- (c) the destruction or impairment arose out of the Insured's Product or Service

The Limit of Indemnity under this Section Extension is €250,000 in any one Period of Insurance

For the purpose of this Section Extension sums which the Named Insured shall become legally liable to pay includes costs and expenses reasonably incurred to replace or restore destroyed or impaired Documents

### 3. Compensation for Court Attendance

If the Company requests any principal partner or director of the Insured or any other Employee to attend a court tribunal or other forum as a witness in

connection with a Claim the Company will pay the Insured up to the following amounts per day for each day or part thereof on which attendance is required

- (a) any principal partner or director of the Insured €500
- (b) any other Employee €250

#### 4. Avoidance of Counterclaims

If the Insured is owed fees or other remuneration by a Client such that if the Insured pursues a claim for the unpaid fees or other remuneration a counterclaim alleging a Professional Wrongful act may be made the Insured may notify the Company of such circumstances and give the Company the option to settle within the Limit of Indemnity the Insured's claim for fees or other remuneration before pursuing such claim in order to avoid the counterclaim

The Company shall consider such notice of circumstances as a Claim made during the Period of Insurance

### Conditions

#### 1. Jurisdiction

Any indemnity provided by this Section in respect of legal liability to pay Financial Damages (including claimants' and defence costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the Named Insured has requested that there shall be no such limitation and has accepted the terms of the North American Jurisdiction Extension Endorsement which may form part of this Policy and has agreed to pay any additional premium due

#### 2. Notice of Circumstance

If a Circumstance should exist and/or on the happening of any Event which may give rise to a claim under this Policy occur during the Period of Insurance the Named Insured may within 90 days (or the end of the Extended Reporting period) whichever is earlier give notice thereof to the Company in writing in which case the Company will consider any Claim arising from such Circumstance to have been made in the Period of Insurance in which such notice has been given and the Named Insured shall promptly and fully inform the Company of all developments or which it becomes aware concerning such Circumstances

#### 3. Extended Reporting Period

The Insured may notify the Company in writing up to 90 days after the end of the Period of Insurance of a

- (a) Claim made or
- (b) Circumstance known by the Insured

during the Period of Insurance

the extended reporting period does not extend the Period of Insurance or change the scope of coverage provided herein and the policy terms exceptions and conditions apply during the extended reporting period

#### 4. Other Coverage Provided By The Company

In the event of cover being provided under this Section and under any other Section or policy issued by the Company to the Named Insured or to

- (a) any organisation in which the Named Insured owns more than a 10% interest or
- (b) any person or organisation that owns more than a 10% interest in the Named Insured

the maximum amount that the Company will pay is the highest Limit of Indemnity that applies or applied to the same Claim

### Exclusions

The indemnity provided under this Section does not apply to liability loss cost expense or Claim

1. arising out of the failure to deliver any Product
2. arising out of the failure to begin any Service as required by contract or agreement
3. arising out of
  - (a) liquidated damages clauses
  - (b) penalty clauses
 unless it is proven that liability would have attached in the absence of such clauses
4. arising out of any intentional act or omission by or at the direction of the Named Insured which results in customers being provided with a quality of product or service which is less than that to which the Named Insured had previously agreed
5. arising from cost overruns cost guarantees or probable cost estimates being exceeded
6. arising from any breach of any obligation owed by the Named Insured as employer to any Employee or former Employee or prospective Employee
7. arising out of any Professional Wrongful Act committed or allegedly committed prior to the Retroactive Date stated in the Section Schedule
8. incurred by the Insured or others
  - (a) to comply with any warranty for Products or Services
  - (b) to repair replace upgrade or supplement or otherwise improve Products or Services or to perform or complete Services

- (c) for the recall removal or withdrawal of Product supplied by the Named Insured
  - (d) for the adjustment inspection or disposal of Products or Services
- Subparts (b) (c) and (d) of this exclusion do not apply to loss of use of Products or Services
9. for that part of any payments reimbursements settlements sums awards or damages that represent the return or refund of all or part of the purchase price contract price VAT or fees charged for any Product or Service supplied by the Insured
  10. arising out of Pollution unless the Pollution is unintended by the Insured and is directly caused by the Insured's sudden and unforeseen accident which takes place in its entirety at a specific time and place during the Period of Insurance
  11. arising out of any Product or Service relating to or used in the design manufacture operation or maintenance of any
    - (a) aircraft
    - (b) missiles
    - (c) satellite or spacecraft
    - (d) air traffic control or guidance systems
  12. made against the insured by any holding or subsidiary or associated company or partner or director of the Named Insured or by any other person or company or entity exercising a controlling interest over the Named Insured by virtue of their having a financial or executive interest in the operation of the Insured unless such Claim
    - (a) is for indemnity or contribution by a third party against the said Named Insured's holding or subsidiary or associated company or partner or director or any other person company or entity exercising a controlling interest over the Named Insured and
    - (b) arises out of Products or Services
  13. arising out of any actual alleged or threatened violation of any
    - (a) securities
    - (b) anti-trust
    - (c) restrictive practices

law or rule or any similar law or rule
  14. arising out of any actual alleged or threatened violation of any
    - (a) unfair competition
    - (b) unfair or deceptive trade practices
  - (c) restraint of trade
  - (d) consumer protection
- law or rule or any similar law or rule committed or alleged to have been committed by or on behalf of the Named Insured
15. arising out of the provision of legal financial accounting investment architectural or structural engineering advice
  16. for any credit or voluntary payment made or given by the Insured for any reason
  17. for Injury or Damage
  18. sought or made by or on behalf of any party insured under this policy against any other party insured under this policy
  19. of others assumed by the Insured under any contract or agreement unless such liability would have attached notwithstanding such contract or agreement
  20. for fines or penalties levied or assessed directly against the Insured
  21. for awards or damages of a punitive or exemplary nature whether in the form of multiplication of compensatory awards or damages or in any other form whatsoever
  22. arising out of the refusal to employ termination of employment or from any other employment-related act omission policy or practice such as coercion defamation demotion discipline discrimination evaluation harassment humiliation or reassignment
  23. brought by any local or foreign government except in its capacity as a customer of the Named Insured
  24. incurred by the Insured to comply with orders or agreements for injunctive or other non-monetary relief
  25. arising out of any Circumstance or Professional Wrongful Act the Insured knew about prior to the first date the Company has continuously provided errors and omissions coverage to the Insured
  26. for amounts representing royalties or licence fees
  27. arising out of the conduct of any current or past partnership or joint venture that is not included within the definition of the Named Insured

## Fidelity Guarantee Section

### Cover

The Company will indemnify the Named Insured against

- (a) loss sustained by the Named Insured during the Period of Insurance as a direct result of any act of fraud or dishonesty by an Employee described in the Schedule who must be identified by name committed on or after the commencement of cover under this Section and discovered during the Period of Insurance or
  - (i) within twenty-four calendar months of the expiration thereof or
  - (ii) within twenty-four calendar months of the death dismissal or retirement of the Employee

whichever of these events shall first happen

- (b) loss as described in (a) above committed by any Employee during the currency of any previous fidelity insurance effected by the Named Insured but not discovered during the period stipulated in such insurance but
  - (i) only to the extent that such loss would have been insured had such insurance remained in force
  - (ii) only if fidelity insurance has been continuously in force
- (c) Auditors' fees necessarily incurred by the Named Insured and with the consent of the Company under the terms of this Section for an amount not exceeding €1,500 in respect of any one claim the amount payable being in addition to any amount already insured

Provided always that

- (a) immediately following the discovery of an act of fraud or dishonesty on the part of any Employee the indemnity hereby granted shall be at an end so far as any further act or fraud or dishonesty on the part of such Employee is concerned
- (b) the Employees' act of fraud or dishonesty occurs within the Territorial Limits

### Limit of Indemnity

The liability of the Company in any one Period of Insurance shall not exceed the Limit of Indemnity specified in the Schedule or any lesser applicable limit where such lesser limit appears elsewhere in this Section

Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this insurance shall not exceed the Limit of Indemnity

### Section Conditions

1. The Named Insured shall within fourteen days of the discovery of any act of fraud or dishonesty on the part of the Employee or of any matter in respect of which a claim may arise or might have arisen give notice in writing to the Company accompanied by all available particulars and within three months after such notice the Named Insured shall deliver to the Company full details of his claim and shall furnish proof of the correctness of such claim
2. In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss then upon discovery of a loss giving rise to a valid claim hereunder the Limit of Indemnity shall be automatically reinstated by the amount of such loss as is subsequently ascertained the Named Insured having undertaken to pay a pro rata additional premium calculated on the amount of the reinstatement from the date of the loss provided always that the amount by which the Limit of Indemnity is reinstated shall only apply to acts of fraud or dishonesty committed after the date of such reinstatement
3. If this Section be continued in force for more than one year the liability of the Company in respect of any one claim shall not be accumulated or increased thereby and the aggregate liability of the Company during any number of years and for any number of losses forming the basis of any one claim whether under this Section or any similar cover in substitution for or substituted by this Section shall not exceed the Limit of Indemnity
4. Unless the Company shall consent in writing to any alteration the Company shall not be liable to make any payment hereunder if the nature of Business of the Named Insured shall be changed or the precautions and checks for securing accuracy of accounts and stock shall not be duly observed
5. Notwithstanding anything contained in General Condition 1 it is a condition precedent to liability under this Section that the following procedures be adhered to on all occasions or such other procedures agreed in writing by the Company

#### (a) References

The Named Insured will obtain written references covering the whole of the preceding three years of employment in confirmation of the honesty of all Employees with responsibility for money stock and/or accounts engaged after the inception of this Section

#### (b) 'Cheque' Signing

All instruments for the operation of bank account(s) issued will bear two signatures where the amount of such instrument exceeds €15,000 Supporting vouchers will be examined against the instrument in all cases by the signatories irrespective of the amount of the instrument



**(c) General Accounting Checks**

- (i) there will be a split in duties so that no one Employee both compiles the payroll and makes wage payments
- (ii) the cast of the payroll will be subject to an independent check to ensure that the total amount drawn is correct
- (iii) all cheques postal orders and monies received by Employees will be remitted and/or banked in full on day of receipt or next banking day
- (iv) statements of account for all sums due will be issued directly to customers independently of Employees receiving or collecting monies cheques or postal orders at monthly intervals with management action being taken after the account is three months overdue
- (v) cash book entries will be subject to a monthly physical check independently of the Employees responsible against bank statements bank paying-in book counterfoils and vouchers and the balance tested with cash and unrepresented cheques

**(d) General**

- (i) every Employee responsible for stock or money is required to take an uninterrupted holiday of at least two weeks duration in any period of twelve months during which he or she performs no duties and is absent from his or her place of business  
or  
the Employee is required to be assigned to other duties for the balance of the two week period or for two weeks in full  
or  
the Employee is required to take at least 80% of their holiday entitlement in any one holiday period
- (ii) all departments are subject to an audit by an independent firm of Chartered Accountants at least every twelve months and the Auditor's reports are submitted directly to the executive committee
- (iii) the system of check and supervision applies to all addresses from which the Named insured operates

- 7. If at the time of any loss there shall be any other security guarantee or insurance existing covering the same loss the Company shall not be liable to pay or contribute more than its rateable proportion of any sums payable in respect of such loss
- 8. Not more than one claim shall be made in respect of the same Employee

**Exclusions**

The Company shall not be liable to provide an indemnity in respect of

- 1. loss of interest or consequential loss of any kind
- 2. loss directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Named Insured or not and whether occurring before during or after the year 2000
  - (a) correctly to recognise any date as its true calendar date
  - (b) to capture save or retain and/or correctly 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 retain or correctly to 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 of data or the inability to capture save retain or correctly to process such data on or after any date
- 3. loss directly or indirectly resulting from or caused by any fraudulent dishonest or criminal act by any of the following whilst acting alone or in collusion with others
  - (a) any director or executive officer of the Named Insured
  - (b) partners of the Named Insured if the Named Insured is a partnership

- 6. Any sum of money which but for fraud or dishonesty of an Employee would become payable to him/her shall be deducted from the amount of the loss before a claim is made under this Section

## Motor Fleet Section

### Definition

#### 1. Motor Vehicle

The words 'Motor Vehicle' shall mean any Vehicle as described in the Schedule

### Cover

#### 1. Third Party Liability

##### A. Indemnity to the Insured

(a) The Company will indemnify the Insured against legal liability for Compensation and claimants' costs and expenses and will in addition pay all costs and expenses incurred with its written consent in respect of

- (i) death of or Bodily Injury to any person
- (ii) Damage to property up to the Limit of Indemnity specified in the Schedule to this Section in respect of any one claim or number of claims arising out of one cause

where such death injury or Damage arises out of an accident caused by or in connection with the Motor Vehicle and/or any trailer used by the Insured whilst being towed or when uncoupled from the Insured Vehicle in a public place (as defined by the Road Traffic Act) or the loading or unloading of the Motor Vehicle

- (b) The Company will in addition pay the solicitor's fee incurred with its written consent for
- (i) representation at any coroner's inquest or fatal accident inquiry in respect of any death which may be the subject of indemnity under Section Cover 1A(a) of the Section Cover
  - (ii) defending in any court of summary jurisdiction any proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Section
- (c) The Company will arrange and pay reasonable costs incurred with its written consent for legal services for defence in the event of proceedings being taken for manslaughter or reckless or dangerous driving causing death where the death in either case may be the subject of indemnity under this Section. The indemnity provided by Section Cover 1A(c) of the Section Cover is in addition to any other indemnity which may be provided by this Section in respect of legal defence or representation

##### B. Indemnity to Other Persons

The Company will in the terms of Section Cover 1A of the Section Cover indemnify

- (a) any person permitted to drive in the current Certificate of Motor Insurance issued under this Section to the Insured while driving the Motor Vehicle on the Named Insured's order or with his permission
- (b) any person using (but not driving) the Motor Vehicle with the permission of the Named Insured for social domestic and pleasure purposes
- (c) at the request of the Named Insured any person (other than the person driving) in or getting into or getting out of the Motor Vehicle
- (d) the Insured under the terms of this Section (including loss of or damage to the Vehicle being moved) arising out of the movement by an Employee of the Named Insured of Vehicles not belonging to the Named Insured nor hired or loaned to him which are being moved
  - (i) for the purpose of permitting the parking of or to facilitate the loading or unloading of any such Vehicle
  - (ii) to allow the free passage of any Vehicle insured by this Section
  - (iii) under powers conferred on the Insured by any statute or bye-law
- (e) the Insured when any Vehicle not the property of the Named Insured or provided by him is used in connection with the business of the Named Insured by any person in his employment
  - provided that
    - (i) the Company shall not be liable for loss of or damage to such Vehicle
    - (ii) there is no other insurance in force to cover such risk
- (f) at the request of the Named Insured the owner of any Vehicle on hire to or leased to the Insured

##### C. Indemnity to Legal Personal Representatives

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify such person's legal personal representatives in the terms of and subject to the limitations which applied to such person

##### D. Emergency Treatment

The Company will indemnify any person using any Motor Vehicle in connection with which indemnity is provided by this Section against liability for emergency treatment fees where statutory liability for such treatment arises

**E. Avoidance of Certain Terms and Rights of Recovery** Nothing in this Section or any Endorsement shall affect the right of any person indemnified by this Section or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Section operates relating to the insurance of liability to third parties BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

### Exceptions to Section Cover 1

The Company shall not be liable except so far as necessary to meet the requirements of the Road Traffic Acts

1. in respect of death Injury or Damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom by any person other than the driver or attendant of the Motor Vehicle
2. in respect of death of or Bodily Injury to any Employee arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section other than in respect of any passenger excluding the driver or a person in charge of the Motor Vehicle for the purposes of driving whilst travelling in or on or mounting or dismounting from the Motor Vehicle whilst such vehicle is on a road as described in the Road Traffic Act
3. in respect of Damage to property belonging to or held in trust by or in the custody or control of the person claiming to be indemnified under this Section other than Damage to any premises (including fixtures and fittings therein) rented or leased to the Named Insured and occupied by him in the course of his Business provided no other insurance applies to such damage
4. in respect of Damage to any Motor Vehicle in connection with which indemnity is provided by this Section
5. in respect of Damage to property being conveyed by or loaded onto or unloaded from the Motor Vehicle
6. under Section Covers 1 B and 1 C of Section Cover 1 to indemnify any person
  - (a) unless such person shall observe fulfil and be subject to the terms provisions exceptions and conditions of this Policy in so far as they can apply
  - (b) if such person is entitled to indemnity under any other policy
7. to indemnify any person in respect of liability to any passenger not being legally carried or not on a fixed seat in the Vehicle where the Vehicle is one designed primarily for the carriage of passengers.

8. in respect of death illness Injury or Damage directly or indirectly caused by or contributed to by or arising from
  - (a) wrongful delivery or specification of the load of the Vehicle
  - (b) any defect in the load of the vehicle or its package
  - (c) seepage contamination or pollution by any vehicle (and any trailer attached thereto or otherwise incurred by this Policy) or the load thereof
  - (d) application of chemical fertilisers to land or vegetation
  - (e) treatment commodities or services provided or supplied at or from the Vehicle.
9. where the Vehicle is a motorcycle moped tractor or agricultural vehicle to provide indemnity to any passenger under Section Cover 1 B of Section Cover 1
10. where the Vehicle is constructed to operate primarily as a tool
  - (a) to provide indemnity arising out of its operation as a tool
  - (b) in respect of damage to any bridge viaduct or weighbridge or to any road or anything beneath by vibration or by the weight of the vehicle or its load
  - (c) to provide indemnity to any passenger under Section Cover 1 B of Section Cover 1

### 2. Loss or Damage to the Motor Vehicle by Fire or Theft

The Company will indemnify the Insured against loss of or Damage to the Motor Vehicle and its accessories and spare parts while thereon caused by fire or theft or attempted theft

### 3. Accidental Loss or Damage to the Motor Vehicle

The Company will indemnify the Insured against accidental loss of or Damage to the Motor Vehicle and its accessories and spare parts while thereon

### Provisions to Section Cover 2 and 3

1. The Company may at its own option repair reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or Damage If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement or a leasing agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or Damage

2. The maximum amount payable by the Company for any claim for loss of or Damage to the Motor Vehicle and its accessories and spare parts shall be limited to the market value of the Motor Vehicle at the time of loss or Damage not exceeding the Insured's estimate of values as previously declared in writing to the Company
3. The liability of the Company shall be limited in respect of
  - (a) any lost or damaged accessory to an amount not exceeding €350
  - (b) any lost or damaged part unobtainable from stock on hand in the Republic of Ireland the cost of such part shown in the last price list issued by the maker for use in the Republic of Ireland
4. If the Motor Vehicle is disabled by reason of loss or Damage insured under Section Cover 2 or 3 the Company will pay the reasonable cost of
  - (a) protection and removal to the nearest repairer
  - (b) delivery to the Insured after repair of such loss or Damage not exceeding the reasonable cost of transport to the Address of the Insured
5. Instructions for the repair reinstatement or replacement of Damage insured under Section Cover 2 or 3 may be given by the Insured without prior reference to the Company
 

Provided that

  - (a) the terms exceptions and conditions of this Section are otherwise complied with
  - (b) two competitive repair estimates have been obtained and the repairs proceed in accordance with the lower estimate
  - (c) the estimated cost of repair does not exceed the amount shown in the Schedule inclusive of replacement parts and all other charges
  - (d) a completed report of the accident on the Company's form and the two estimates obtained are sent to the Company not later than the day such instructions are given
4. loss of or Damage to the Insured vehicle where possession was obtained by deception fraud trick or false pretences
5. loss or Damage occasioned by theft or attempted theft or any malicious act to or from a Motor Vehicle as a result of the Motor Vehicle key(s) being in or on the Vehicle whilst the Vehicle is unoccupied
6. Loss of or damage to skips containers sheets ropes toggles or dunnage
7. loss of or damage to the Vehicle resulting from its sinking toppling or overturning at any site where the Vehicle is located for the purpose of work.
8. loss of or Damage to radio telephones their component parts or ancillary equipment
9. loss of or Damage to the vehicle arising out of the operation as a tool of such Vehicle or of plant forming part of such Vehicle attached thereto
10. for the amount specified in the Schedule as the cover excess and an additional sum as determined as follows
 

<b>Age of Driver in charge of Motor Vehicle at the time of the loss or damage</b>	<b>Additional sum for which the Company shall not be liable</b>
17 to 24 years	€1,000
25+ years but holding a Provisional Licence or Full Licence less than 12 months	€1,000
11. loss or damage directly occasioned by pressure waves caused by aircraft or other serial devices travelling at sonic or supersonic speeds

### Exceptions to Section Covers 2 and 3

The Company shall not be liable for

1. loss of use depreciation wear and tear or mechanical or electrical breakdowns failures or breakages
2. any diminution of market value of the Motor Vehicle under any circumstances
3. Damage to tyres by application of brakes or by punctures cuts or bursts

Provided that

- (a) no other damage is sustained
- (b) the Company shall not be liable for more than €650 any one occurrence

The Section Deductible shall not apply

### Exclusions

The Company shall not be liable in respect of

1. any accident injury loss or Damage occurring while a Motor Vehicle in connection with which indemnity is provided by this Section is being

- (a) used otherwise than in accordance with the Limitations as to Use specified in the effective Certificate of Motor Insurance except to indemnify the Insured only while the Motor Vehicle is in the custody or control of a member of the motor trade for the purpose of its maintenance or repair
  - (b) driven by any person who does not hold a licence to drive such Motor Vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - (c) driven by any person who holds a Provisional Driving Licence unless such person observes the prescribed licence conditions attached to the driving of such Motor Vehicle
  - (d) driven by any person other than as described as a person entitled to drive in the Certificate of Motor Insurance except
    - (i) exceptions 1(a) and (b) shall be inoperative if the Motor Vehicle was stolen or taken without the permission of the Insured
    - (ii) exceptions 1(b) and (c) shall be inoperative when a licence to drive is not required by law
2. any liability which attaches by virtue of an agreement but which would not have attached in the Absence of such agreement
3. any accident injury loss or Damage (except under Section Cover 1) arising during (unless it be proved by the Insured that the accident injury loss or Damage was not occasioned thereby) or in consequence of riot or civil commotion occurring elsewhere than in Republic of Ireland.
4. (a) any Damage to aircraft or articles therein or death of or Bodily Injury to persons inside boarding or alighting therefrom caused by any Motor Vehicle insured under this Policy
- (b) any consequential loss in connection with any aircraft or airport operation arising out of the presence of any such Motor Vehicle in any area to which any aircraft has access except so far as is necessary to meet the requirements of the Road Traffic Acts
- (ii) and in any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on insurance to civil liabilities arising from the use of motor vehicles
  - (b) Policy Indemnity  
Subject to the consent of the Company, payment of an additional premium and the issue of a Foreign Use extension notice in respect of the Insured Vehicle the indemnity granted by this Policy shall be operative for the specified period whilst the Motor Vehicle is in or in transit to and from
    - (i) any country which is a member of the European Union
    - (ii) any other country specified and not deleted
  - (c) Spain - Guarantee or Deposit (Bail Bond)  
If as a direct result of an accident occurring in Spain which is or might be subject to indemnity under this Section the Insured or any driver of a Motor Vehicle with the Insured's permission at the time of the accident is detained or a Motor Vehicle is impounded by the competent Spanish Authorities and a guarantee or monetary deposit is required for their release the Company will furnish such guarantee or deposit not exceeding €1,000 in all  
  
Immediately the guarantee is released or the deposit becomes recoverable the Insured or the driver shall comply with all necessary formalities and give the Company all such information and assistance as it may require to obtain the cancellation of the guarantee or return of the deposit  
  
If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the Insured and or the person driving the Insured shall repay such amount to the Company on demand

## Extensions

### Foreign Use

- (a) Minimum Indemnity  
In respect of the use of a Motor Vehicle the Company will provide the minimum indemnity required to comply with the laws relating to compulsory insurance to motor vehicles
  - (i) in any country which is a member of the European Union
- (a) The Company may cancel this policy section by sending 7 days' notice by Registered Post to the Insured's last known address
- (b) When the Certificate of Motor Insurance and Insurance Disc(s) are returned the Company will

## Conditions

### 1. Care of the Insured Vehicle

The Insured must take all reasonable steps to protect the Insured Vehicle from loss or Damage and keep it in an efficient and roadworthy condition

Whilst not being driven the Insured Vehicles must be locked at all times and the vehicle keys removed from the ignition Free access to examine the Insured Vehicle must be granted to the Company at any reasonable time

### 2. Cancellation the Company's Rights

- (a) The Company may cancel this policy section by sending 7 days' notice by Registered Post to the Insured's last known address
- (b) When the Certificate of Motor Insurance and Insurance Disc(s) are returned the Company will



refund the pro rata portion of the Premium for the unexpired period of insurance

- (c) If there has been a claim during the policy period no refund of premium will be made and all claim notifications will be considered as claims until such time that the claims are settled and liability settled
- (d) Failure to return the Certificate of Motor Insurance and Insurance Disc(s) to the Company will result in the Company sending written notification to the relevant Government Department notifying them of the policy cancellation

### **3. Cancellation the Insured's Rights**

- (a) the Insured may cancel this policy section by giving the Company 7 days' notice in writing
- (b) providing there have been no claims during the current complete year of insurance and the Insured returns the Certificate of Motor Insurance and Insurance Disc(s) to the Company the Company will refund the premium less the Short Period rate for the time the policy has been in force
- (c) if there has been a claim during the policy period no refund of premium will be made
- (d) all claim notifications will be considered as claims until such time that the claims are settled and liability settled
- (e) Cancellation will be effective only from the date the Company receives the Certificate of Motor Insurance and Insurance Disc(s) and shall be a condition precedent to any return of premium where one is due

### **4. Total Loss Claims**

If the Company pays in respect of any claim under Section Cover 2 or 3 of this Section Cover on the basis the Insured Vehicle is a total loss no refund of your premium will be given although a replacement vehicle can be substituted if both Covers 2 and 3 are indicated by the Schedule as being in force

### **5. Drink/Drugs Clause**

The Company's liability will be restricted to provide only the minimum insurance cover as required by law if as a result of any accident injury loss or damage any person driving is convicted of an offence under Sections 49 and/or 50 of the Road Traffic Act 1961 or under Sections 13 14 and 15 of the Road Traffic Act 1973 or any equivalent offence under the laws of other countries to which this insurance applies In respect of a pending prosecution any decision in relation to the cover provided by this policy would be determined when the pending prosecution has been fully determined

### **6. Laws relating to Compulsory Motor Insurance**

Nothing in this Policy shall affect the right of any person to recover an amount under or by virtue of the provisions of the law of any territory in which the Policy operates relating to the Insurance of liability to Third Parties but the Named Insured shall repay to the Company any such amount which we would not have been liable to pay but for the provisions of such law

### **7. Changes to the Law**

Any references to Road Traffic Acts or other Acts of Parliament within this Policy shall be deemed to include any Act amending or replacing same and shall also include equivalent legislation in Great Britain and in any other Country to which this insurance applies

## Loss of Licence Section

### Definitions

#### 1. Licence

The word 'Licence' shall mean the licence granted for the retail sale of excisable liquors at the Premises

#### 2. Loss of Licence

The words 'Loss of Licence' shall mean the Licence being

- (a) forfeited or revoked under the provisions of the appropriate legislation governing the issue of such licences
- (b) refused renewal by the appropriate licensing authority after proper application

due to reasons beyond the control of the Named Insured

#### 3. Premises

The word 'Premises' shall mean buildings with their grounds at the addresses described in the Schedule attaching to the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of the policy

### Cover

In the event of the Loss of Licence during the Period of Insurance the Company will indemnify the Named Insured up to the Sum Insured specified in the Schedule against loss sustained in respect of

- (a) the depreciation in the value of the Named Insured's interest in the Premises resulting therefrom
- (b) the costs and expenses incurred by the Named Insured with the written consent of the Company for any appeal against such Loss of Licence

### Conditions

#### 1. Notification Following Loss of Licence

In the event of Loss of Licence the Named Insured shall notify the Company within 24 hours and shall provide such information and assistance as the Company may reasonably require

#### 2. Duty of the Named Insured

It shall be a condition precedent to any liability of the Company to make any payment under this Section that the Named Insured shall immediately advise the Company on becoming aware of any

- (a) change in tenancy or management of the Premises or transfer or proposed transfer of the Licence
- (b) complaint against the Premises or control thereof or proceedings against or conviction of the licence-holder manager tenant or other occupier of the Premises for any breach of the licensing

laws or any other matter whereby the character or reputation of the person concerned is affected with respect to honesty moral standing or sobriety

- (c) objection to renewal or other circumstances which might endanger the Licence or renewal thereof

### Exclusions

The Company shall not indemnify the Named Insured under this Section

#### 1. Restrictions in Cover

- (a) where the Named Insured is entitled to compensation by virtue of any legislation relating to the Loss of Licence
- (b) where the Loss of Licence arises
  - (i) directly or indirectly by the misconduct connivance neglect delay error or omission of the Named Insured or from any other cause within or under the control of the Named Insured
  - (ii) by alteration of the Premises without consent of the appropriate authority
  - (iii) by the Premises being closed for any period which is not required by law or not being maintained in a sanitary condition or satisfactory state of repair
- (c) where the Loss of Licence is due to any scheme of town or country planning improvement redevelopment or compulsory purchase or the surrender reduction or redistribution of licences in connection therewith
- (d) where the Loss of Licence arises through an alteration in the law
- (e) where any depreciation in value is not as a sole and direct result of the Loss of Licence

#### 2. Consequential Loss

in respect of consequential loss of any kind



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