

brokersolutions

I R E L A N D



GUIDE TO THIS POLICY

This is your Commercial Combined Policy, a legal document which sets out the insurance cover you have requested and which we have agreed to provide.

Like most commercial policies, the language of this Policy is quite formal. Please read it carefully, including the Schedule, and ensure you understand it fully. Please contact your insurance broker immediately if anything needs correcting, or if anything is not clear to you.

The Policy has separate sections for the different types of cover you have purchased. In each section is an insuring clause which, with any Extensions, set out the initial scope of cover. Then there are Exceptions, which exclude certain elements of that cover. Finally there are Conditions, which contain important provisions which you should comply with in order to avoid potential problems.

The policy has a "private dictionary" – words with a special meaning are listed in alphabetical order in the Definitions section, and those words always appear with a capital letter. Also, there are some extensions, exceptions and conditions that apply to more than one Section, and to enable you to find the relevant clauses there are signposts where necessary.

INDEMNITY AGREEMENT

Surestone Insurance dac (hereinafter referred to as the Company) are the insurers of this Policy and Munster Insurance & Financial Ltd t/a Broker Solutions Ireland are authorised to underwrite and administer this Policy on behalf of the Company.

In consideration of the Insured having paid or agreed to pay the premium, and on the basis that any information provided in connection with any proposal or submission made to the Company shall be the basis of, and incorporated into, this contract, the Company will, subject to the terms, Exceptions, Conditions, Endorsements, and applicable Limits of Indemnity and Extension Limits of Indemnity (as shown in the Schedule) of this Policy, indemnify the Insured against all sums as stated in any operative Section of this Policy, which arises in connection with the Business.

Surestone Insurance dac

Merrion Hall
Strand Road
Sandymount
Dublin 4
D04 P6C4
Registered Number IE340307

CLAIMS MANAGER

The Claims Manager for the purpose of the Claims Conditions is OSG Loss Adjusters Ltd. 01-2611434

To notify a loss under Condition 51 or a circumstance, claim or impending prosecution etc. under Condition 48, email enquiries@bsirl.ie &/or telephone Broker Solutions Ireland on 065-689 7899

or by post or by hand to the below address

Broker Solutions Ireland,
62 O'Connell Street,
Ennis,
Co. Clare

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DEFINITIONS

In this Policy, defined words have initial capitals

Act of Terrorism shall mean an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

All Other Contents shall mean:

- (a) Directors', Employees', and visitors' personal effects; (b) Employees' tools;
- (c) computer systems records but only for the value of the materials together with the cost of clerical labour time expended in reproducing such records excluding any expenses in connection with the production of information to be recorded therein;
- (d) patterns, models, moulds, plans, and designs;
- (e) documents, manuscripts, and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up.
- (f) Valuables

Ancillary Equipment shall mean air conditioning equipment, voltage regulating equipment, and generating equipment solely for use with Computer Equipment.

Assault Injury shall mean injury:

- (a) which is sustained by the Insured Person during the Period of Insurance; and
- (b) caused by accidental, violent, external, and visible means which shall solely and independently of any other cause result in the death or disablement of an Insured Person within twenty-four calendar months from the date of the accident by which such injury was caused.

Bodily Injury shall mean death, injury, illness, or disease; and shall include nervous shock, mental anguish, and mental illness.

Buildings shall mean:

- (a) the buildings of the Premises including outbuildings, landlord's fixtures and fittings, foundations, walls, gates, and fences around and pertaining to the Premises;
- (b) piping, ducting, cables, wires, and associated control gear, and accessories on the Premises extending to the public mains but only to the extent of the Insured's responsibility;
- (c) foundations, yards, car parks, roads, and pavements which partly or wholly serve to supply the Premises;
- (d) underground storage tanks;
- (e) security or fire protection devices, including lighting and cameras;

- (f) fixed signs; television, satellite, radio and communication aerials, their fittings, masts, fixed poles or pylons.

Business shall mean the business described in the Schedule. For the purposes of Sections 6, 7 and 8 only it shall also include:

- (a) the ownership, including repair, maintenance, or use, of premises;
- (b) the provision and management of canteen, social, sports, and welfare organisations, for the benefit of Employees;
- (c) the provision and management of security, fire, medical, dental, first aid, rescue and ambulance services;
- (d) the organisation and participation in exhibitions and the like;
- (e) the repair, maintenance and servicing of the Insured's own vehicles;
- (f) the organisation of fund raising activities;
- (g) private manual work, carried out with the consent of the Insured, for any director, partner, or senior official, of the Insured, by any Employee;
- (h) the sponsorship of events, organisations or individuals.

Business Hours shall mean the Insured's usual office hours and the working hours, including overtime, during which the Insured, their principals, or Employees, entrusted with the Insured's Money are on the Premises or at sites of contract for the purpose of the Business.

Business Interruption shall mean any loss covered under Section 2 of this Policy.

Claims Manager shall be as stated in the Wording.

Computer Equipment shall mean computers and all other equipment used for the storage and communication of electronically processed data including interconnecting wiring, fixed discs, and other data carrying Media, software and telecommunications but excluding any equipment used in the control of a manufacturing process.

Damage shall mean direct physical loss, destruction, or damage which is both sudden and accidental, and Damaged shall have the equivalent meaning.

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

Debris Removal Costs shall mean costs and expenses necessarily incurred by the Insured with the consent of the Company in:

- (a) debris removal;
- (b) dismantling and demolishing, shoring up or propping, or clearing of drains and sewers of the portion(s) of the Property Insured Damaged by any Defined Peril.

The Company shall not pay for any costs or expenses:

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

Declared Value shall mean the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with the Definition of Reinstatement at the inception of the Period of Insurance, ignoring inflationary factors, making the allowance for:

- (a) the additional cost of Reinstatement to comply with Public Authority requirements;
- (b) Professional Fees;
- (c) Debris Removal Costs.

Defence costs shall mean:

- (a) All other costs and expenses incurred with the Company's written consent in respect of any Event that may be the subject of indemnity under Sections 6, 7 or 8.
- (b) Solicitor's fees incurred with the Company's written consent for representation of the Insured at:
 - (i) any coroner's inquest or fatal accident inquiry in respect of any death; or
 - (ii) proceedings in any court of summary jurisdiction, arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of, or damage to, Property;which may be the subject of indemnity under Sections 6, 7 or 8.

Defined Peril shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, earthquake, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal, or accidental discharge or leak of water from any automatic sprinkler installation.

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including, but not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee shall mean:

- (a) any person under a contract of service or apprenticeship with the Insured;
- (b) (i) any labour master or labour only sub-contractor or person supplied by any of them;
- (ii) any self-employed person;
- (iii) any person under a contract of service or apprenticeship with another employer, and who is hired to, or borrowed by, the Insured;
- (iv) any person participating in any Government or otherwise authorised work experience, training, study, exchange, or similar scheme;
- (v) any voluntary person;

(vi) any outworker or homeworker;

(vii) any prospective employees being assessed for suitability; while engaged in work for the Insured in connection with the Business

Estimated Gross Profit shall mean the amount declared by the 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 Revenue shall mean the amount declared by the Insured to the Company as representing not less than the 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 Maximum Indemnity Period exceeds twelve months.

Event shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause.

Fire Brigade Charges shall mean charges in accordance with local requirements.

Geographical Limits shall mean:

(a) for the purposes of Sections 1 and 2 and the definition of Transit: Republic of Ireland,

(b) for the purposes of Section 8:

- i. Republic of Ireland, in connection with offshore installations, within the Continental Shelf around those countries.
- ii. elsewhere in the World, excluding the United States of America and/or Canada and/or their respective possessions or protectorates, but only in connection with the Business carried on by the Insured at or from any premises situated in any of the countries specified in (i) above.
- iii. the United States of America and/or Canada and/or their respective possessions or protectorates arising out of temporary visits in connection with the Business by directors or non-manual Employees ordinarily resident in any of the countries specified in (i) above (in respect of ii) and iii) a temporary visit away from the territories in i) should not exceed 12 months.)

Goods shall mean, for the purposes of Section 5,

(a) property of every description belonging to the Insured, held in trust, or on commission, for which the Insured is responsible or has accepted responsibility;

(b) securing chains, toggles, dunnage, sheets, tarpaulins, packing materials, and the like, including containers belonging to the Insured or for which the Insured is responsible, or wishes to accept responsibility, but cover for these shall not exceed €2,500 in respect of any one claim.

Gross Profit shall mean the amount by which the sum of the amount of the Turnover and the amounts of the closing Stock shall exceed the sum of the amounts of the opening Stock and the amount of the Specified Working Expenses.

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

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether the property of the Insured or not.

Height Limit shall be limited to 10 metres unless otherwise endorsed.

Incident shall mean Damage to Property Insured, used by the Insured at the Premises for the purpose of the Business.

Indemnity Period shall mean:

- (a) for all purposes apart from in connection with the Infectious Diseases Extension to Section 2, the period beginning with the occurrence of an Incident
- (b) for the purposes of the Infectious Diseases Extension to Section 2, the period beginning with the date from which the restrictions on the Premises are applied and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business are affected as a result of such Incident or restriction.

Insured shall mean:

- (a) for the purposes of Sections 1 to 5, the party stated as Insured in the Schedule.
- (b) for the purposes of Sections 6 to 8, the Insured as stated in the Schedule and also, at the request of the Insured:
 - (i) any director or partner of the Insured or any Employee, while acting on behalf of, or in the course of his employment or engagement by, the Insured, in respect of liability for which the Insured would have been entitled to an indemnity under this Policy if the claim had been made against the Insured;
 - (ii) any officer, member, or Employee, of the Insured's canteen, social, sports, or welfare organisation, or security, fire, dental, medical, first aid, or ambulance services, or nursery, crèche or child care facilities, in their respective capacities as such;
 - (iii) any director, partner, or senior official, of the Insured, in respect of private manual work, carried out by any Employee for any such person, with the consent of the Insured;
 - (iv) any principal, in his capacity as such, for liability arising out of work performed for or on behalf of such principal by the Insured.

Further, in the event of the death of the Insured; the personal representatives of the Insured in respect of liability incurred by the Insured.

Insured Person shall mean:

- (a) the Insured or any principal, director, or Employee of the Insured: or
- (b) any person acting on behalf of the Insured other than an employee of a security company or organisation; but excluding any person committing the robbery or attempted robbery.

Limit of Indemnity shall mean:

- (a) for the purposes of Sections 1 to 5, the total liability of the Company for all amounts payable in accordance with the Insuring Clauses under these Sections for any loss or series of losses arising from any one occurrence as stated in the Schedule. For the avoidance of doubt, the Limit of Indemnity is inclusive of the relevant Deductible stated in the Schedule.
- (b) for the purposes of Sections 6 to 8, the total liability of the Company for all amounts payable in accordance with the Insuring Clauses under these Sections, and shall not exceed the amount(s) stated in the Schedule. For the avoidance of doubt, for the purposes of Sections 7 to 8, the Limit of Indemnity is in addition to the relevant Self-Insured Retention stated in the Schedule

Loss of Hearing shall mean total and irrecoverable loss of hearing.

Loss of a Limb shall mean loss by physical separation of a hand, at or above the wrist, or of a foot, at or above the ankle, and includes total and irrecoverable loss of use of hand, arm, foot, or leg.

Loss of Sight shall mean the total and irrecoverable loss of sight in one or both eyes.

Loss of Speech total and irrecoverable loss of the use of the power of audible and intelligible speech.

Machinery/Plant shall mean the machinery, plant, fixtures and fittings, tenants' improvements, decorations and alterations, furniture, Computer Equipment and All Other Contents all belonging to the Insured or held by the Insured in trust, or on commission, for which they are responsible or wish to assume responsibility but excluding:

- (a) landlord's fixtures and fittings;
- (b) Stock;
- (c) Money;
- (d) Computer Equipment otherwise insured.

Maximum Indemnity Period shall be as stated in the Schedule.

Media shall mean solely the materials on which Data and/or Programs are recorded.

Money shall mean current coin, bank, and currency notes, cheques, travellers cheques, postal and money orders, current unused postage stamps, national savings stamps, and certificates, premium bonds, luncheon vouchers, credit card sales vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday and pay stamps, banker's drafts, promissory notes, savings bonds, securities, bills of exchange, dividend warrants, V.A.T. purchase invoices, consumer redemption vouchers, company

sales vouchers or other negotiable instruments belonging to the Insured or for which the Insured is responsible.

Notifiable Disease shall mean illness sustained by any person resulting from:

- (a) food or drink poisoning; or
- (b) acute encephalitis, acute infectious hepatitis, acute meningitis, acute poliomyelitis, anthrax, botulism, brucellosis, chicken pox, cholera, diphtheria, dysentery, haemolytic uraemic syndrome, legionellosis, legionnaires disease, leprosy, leptospirosis, malaria, measles, meningococcal infection, mumps, ophthalmia neonatorum, paratyphoid fever, plague, rabies, rubella, scarlet fever, small pox, streptococcal disease, tetanus, tuberculosis, typhoid fever, typhus, viral hemorrhagic fever, viral hepatitis, whooping cough or yellow fever.

Nuclear Installation shall mean any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State by statutory instrument being an installation designed or adapted for:

- (a) the production or use of atomic energy;
- (b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations;
- (c) the storage, processing or disposal of nuclear fuel, or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

Nuclear Reactor shall mean any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Offshore shall mean from the time of embarkation by an Employee onto a conveyance at the point of final departure, to either an offshore installation or vessel, until disembarkation by an Employee from a conveyance onto land upon return from either an offshore installation or vessel.

Outstanding Debit Balances shall mean the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the last calendar month, adjusted for:

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

so that the figure thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of an Incident had the Incident not occurred.

Permanent Total Disablement shall mean disablement for at least 104 (not necessarily consecutive) weeks from engaging in, or giving attention to, a profession or occupation of any kind.

Personal Injury shall mean Bodily Injury, and related wrongful arrest, detention, imprisonment, or eviction, of any person, and wrongful accusation of shoplifting.

Pollutants shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste, or other substances or contaminants, moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment.

Pollution Hazard shall mean:

(a) actual, alleged, or threatened:

- i. ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
- ii. subsequent spread, migration, or movement of Pollutants following (i) above;

(b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties.

Premises shall mean the Premises as stated in the Schedule.

Product shall mean any goods (including packaging, containers, labelling, instructions, or advice, provided in connection therewith):

- (a) sold, supplied, distributed, by or on behalf of, the Insured;
- (b) erected, repaired, serviced, altered, treated, or installed, by the Insured; in the course of the Business, and which have left the care, custody or control of the Insured.

Professional Fees shall mean architects', surveyors', consulting engineers', legal and other fees necessarily incurred in the reinstatement of the Property Insured as a result of its Damage, but not for preparing any claim.

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

Property shall mean, for the purposes of Sections 7 and 8, tangible property, except in Section 7 where it includes rights of light, air, and water but, for the avoidance of doubt, shall not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.

Property Insured shall mean the items of property listed in The Schedule.

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 Incident;

Reinstatement shall mean:

(a) the rebuilding or replacement of property which, provided the liability of the Company is not increased, may be carried out:

- i. in any manner suitable to the requirements of the Insured;
- ii. upon another site.

or

(b) the repair or restoration of the property Damaged;

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

(c) in respect of Computer Equipment and Ancillary Equipment and data carrying materials, to the extent that it cannot be economically repaired, it will be replaced by similar equipment of similar capacity in a condition equal to but not better or more extensive than its condition when new. If it is not possible to obtain equipment of similar capacity replacement will be of the next higher capacity.

Rent Payable shall mean loss of rent payable as a result of the Building(s) or any part being unfit for occupation in consequence of:

- (a) their being Damaged or
- (b) Damage elsewhere on or about the Premises

Rent Receivable shall mean the amount of the rent received and payments for services provided in respect of the letting of the Premises.

Revenue shall mean the money paid or payable to the Insured for services rendered in course of the Business at the Premises.

Self-Insured Retention shall mean the amount stated in the Schedule, which shall be payable by the Insured for each claim or Event in respect of all damages, claimant's costs, and defence costs and expenses (including investigation costs other than the Company's own salary and other internal costs), before the Company shall be liable to make any payment under this Policy.

Specified Working Expenses shall mean purchases (less discounts received), discounts allowed, carriage, packing and freight, unless otherwise defined in the Schedule. (The words and expressions used in this definition shall have the meaning usually attached to them in the Insured's book of accounts.)

Standard Rent Receivable shall mean the Rent Receivable during the period in the twelve months immediately before the date of the Damage appropriately adjusted where the Indemnity Period exceeds 12 months.

Standard Revenue shall mean the Revenue during that period in the twelve months immediately before the date of an Incident which corresponds with the Indemnity Period.

Standard Turnover shall mean the Turnover during that period in the twelve months immediately before the date of an Incident which corresponds with the Indemnity Period.

Stock shall mean the stock and materials in trade, including work in progress, at the Premises, the property of the Insured, or held in trust by the Insured, or on commission, for which the Insured are responsible or wish to assume responsibility.

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the Insured) caused by:

- (a) the response of a computer to any date or date change; or
- (b) the failure of a computer to respond to any date or date change; or
- (c) any loss of, damage to, change or corruption in, data or software on a computer system; or
- (d) any Virus or Similar Mechanism, or Hacking, or degradation of, or breach of security in, or denial of access to, a computer system, or website.

Temporary Total Disablement shall mean temporary total disablement for less than 104 (not necessarily consecutive) weeks which prevents the Insured Person from attending to his usual business or occupation.

Terrorism shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, ideological or similar cause.

Third Party Premises shall mean premises that are owned, tenanted, or occupied by a third party and that are not used or permanently occupied by the Insured.

Transit shall mean in transit by road, rail, or inland waterway, between any addresses within the Geographical

Limits including any loading and unloading and whilst what is in transit is temporarily housed.

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

Unoccupied shall mean closed for Business or not occupied for its usual Business purposes for any period of more than 30 consecutive days.

Valuables shall mean gold, silver, jewellery, watches, precious stones, works of art, rare books, sculptures, curios and collections.

Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not including but not limited to Trojan horses, worms or logic bombs.

Working Hours shall mean the whole period during which the vehicle is being used by its driver in connection with the Business of the Insured including 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.

SECTION 1 – MATERIAL DAMAGE

INSURING CLAUSE

This Section shall cover, in accordance with the Indemnity Agreement, Damage to any of the Property Insured for which a Limit of Indemnity or Extension Limit of Indemnity is stated in the Schedule. The Company will pay to the Insured the values of such property at the time of the Damage or the amount of the Damage or at the Company's option reinstate or replace such Property Insured or any part thereof.

Provided that the liability of the Company during any Period of Insurance shall in no case exceed, in respect of each Item or Extension, the relevant Limit of Indemnity in the Schedule or in the aggregate any aggregate Limit of Indemnity in the Schedule.

EXTENSIONS

1. Additional Interests

The interest of other parties in respect of property supplied under a hiring, leasing or similar agreement is noted by this Policy, such interest to be disclosed at the time of a loss.

2. Annexes

Unless more specifically insured the following are included in respect of the Buildings to which such property is attached or belongs:

- (a) external fire escapes, hoists, gangways, external clocks, fences, walls, gates, and staircases and water tanks;
- (b) external trunks, conveyors, shafting, belting, ropes, cables, service pipes, and similar equipment including all supporting structures and all such property in the adjoining yards, roadways, or underground;
- (c) small outside buildings and their contents, conveniences, yards, car parks, service roads, loading bays, street furniture, the buildings and contents of extensions to, and communicating with, any of the above described buildings, oil and fuel tanks, and ancillary equipment and the contents thereof; all the property of the Insured or for which they are responsible.

3. Branded Goods

In the event of a claim for Damage to the Property Insured any salvage of branded goods, and/or merchandise either in the Insured's own possession or held by them in trust or on commission, and/or goods sold but not delivered shall not be disposed of by sale without the consent of the Company. If such

salvage is not disposed of by sale then the claim will be assessed at the value agreed between the Insured and the Company and taken into consideration at the settlement of the loss.

4. Capital Additions

The Company agrees to include:

Any newly acquired and/or newly erected Buildings and Machinery/Plant including improvements and extensions, insofar as they are not otherwise insured anywhere in the Geographical Limits.

Provided that:

- (a) the liability of the Company in respect of Property Insured at any one location shall not exceed the Extension Limit of Indemnity shown in The Schedule;
- (b) the Insured undertake to give to the Company full particulars of any Buildings and Machinery/Plant subject to cover under this Extension within 30 days of cover attaching, and to effect specific insurance thereon retrospective to the date of the commencement of the Insured's liability; and
- (c) following advice of any additional insurance the provisions of this Extension are fully reinstated.

5. Changing Locks and Keys

The Company agrees to include costs incurred as a result of the necessary replacement of locks and keys following the loss of keys by theft from the Premises or from the homes of principals, directors, or authorised Employees, or by unauthorised duplication of keys, provided that if such keys relate to a safe or strong room no payment shall be made if they are left on the Premises overnight. The Extension Limit of Indemnity shown in The Schedule;

6. Clearing of Drains

The Company agrees to cover expenses necessarily incurred in clearing, cleaning, or repairing drains, gutters, sewers, and the like for which the Insured is responsible as a result of Damage to the Property Insured. The Extension Limit of Indemnity shown in The Schedule;

7. Contract Price

In respect of Damage to goods sold under a sale contract but not delivered, for which the Insured is responsible, which contract is cancelled by reason of the condition of the goods, the liability of the Company shall be based on the contract price.

8. Customers' Goods

The Insured having accepted responsibility for Damage to customers' property or for which the customers may be legally responsible, it is agreed that all such goods shall be insured by the Item as shown in The Schedule covering Stock except insofar as they shall be more specifically insured.

9. Debris Removal Costs

The Company agrees to include an amount in respect of Debris Removal Costs provided that the liability for Damage and Debris Removal Costs shall not exceed in the aggregate the relevant Limit of Indemnity as shown in the Schedule.

10. Debris Removal (Stock)

The Company agrees to include an amount in respect of the costs and expenses of removing stock debris following Damage for an amount not exceeding the Extension Limit of Indemnity shown in the Schedule.

11. Deterioration of Stock

The Company agrees to indemnify the Insured against Damage to stock in the cold chamber of any item of Machinery/Plant by deterioration or putrefaction due to a rise or fall in temperature resulting from any cause not otherwise excluded or due to the action of escaping refrigerant fumes, for an amount not exceeding the Extension Limit of Indemnity shown in the Schedule.

It is a condition of this Extension that the Company's officials shall have the right to inspect and examine at all reasonable times any item of Machinery/Plant.

12. Emergency Services Damage

The Company agrees to include the costs of repairing any grounds or gardens damaged as a result of the actions of the any of the emergency services responding to an Incident at the Premises provided that the Company's liability shall not exceed the Extension Limit of Indemnity stated in the Schedule.

13. European Community and Public Authorities

This Policy extends to include such additional cost of reinstatement as may be incurred to comply with European Union legislation or Building or other Regulations under any Act of Government or Bye-Laws of any public authority in respect of the Damaged Property Insured excluding:

1. (i) Damage occurring prior to the inception date of this Policy;
- (ii) Damage not insured by these Sections;
- (iii) reinstatement required pursuant to any notice that has been served upon the Insured prior to the happening of the Damage;

- (iv) reinstatement required pursuant to an existing requirement which has to be implemented within a given period;
 - (v) any Property Insured that is entirely undamaged;
2. the additional cost that would have been required to make good the Property Insured to a condition equal to its condition when new had the necessity to comply with the Legislation or Regulations not arisen;
 3. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured or by the owner thereof by reason of compliance.

Provided that:

- i. the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Company may in writing allow during the said twelve months, and may be carried out upon another site if the Legislation or Regulations so necessitate, subject to the liability of the Company under this Extension not being increased;
- ii. if the liability of the Company under any Item in the Schedule 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 shall be reduced in like proportion
- iii. the total amount recoverable under any Item as shown in the Schedule shall not exceed the relevant Limit of Indemnity.

14. Exhibitions

The Company agrees to include Damage to Machinery and Stock:

- (a) whilst at any exhibition in the European Union;
- (b) during, erecting, dismantling or demonstrating at such exhibition;
- (c) in Transit to or from such exhibition (including sea or air transit)

Provided that:

- i. the Company's liability shall not exceed the Extension Limit of Indemnity stated in the Schedule.
- ii. the Company shall not be liable for Damage resulting from faulty or insufficient packaging.

15. Fire Brigade Charges

The Company extends to cover Fire Brigade Charges under section 1, levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the Property Insured by this Section in circumstances which have given rise to or would give rise to Damage to the Property Insured by any cause not herein excluded provided that the Insurer shall not be liable for any charges in excess of what is stated in the policy schedule.

16. Glass

The Company agrees to include breakage of sanitary fixtures and fittings, mirrors, neon or decorative signs, fixed plain, plate, or sheet glass, including wired or armoured glass, including the cost of boarding- up, temporary repairs, and removal of debris, and obstructions but excluding Damage:

- (a) to glasshouse conservatories, or cold frames;
- (b) not extending through the glass's entire thickness;
- (c) to any glass flawed or broken at the commencement of this Policy;
- (d) due to dilapidation of frames, or framework.

17. Inadvertent Omissions

The Insured having intended to insure all Property Insured within the Geographical Limits in which the Insured is interested and it being the Insured's belief that all such property is insured, if hereafter any such Property Insured shall be found to have been inadvertently omitted the Company will deem it to be insured within the terms of this Section subject to payment of an additional premium on all such property as from the commencement of the Period of Insurance or from the date of the Insured's interest in such property if erected or purchased after the commencement of the Period of Insurance

Provided that:

The Limit of Liability under this Extension shall for the purpose of the Average Condition be added to the combined total of the sum of the Declared Value for Buildings and Contents and the Limit of Liability for all other Property Insured.

The insurance under this Extension shall not apply to Property Insured situate outside the Geographical Limits.

18. Internal Transfers

The Company agrees to include any property transferred between the Premises described in any Item anywhere within the Geographical Limits including transit by road, rail, air, and inland waterway, but excluding loading and unloading between the Premises, subject to the Limit of Indemnity stated in the Schedule.

19. Leased or Rented Premises

If during the Period of Insurance any premises leased or rented by, or to, the Insured anywhere within the Geographical Limits sustains Damage, where separate insurances are placed elsewhere in respect of such premises under lease agreements or otherwise, the Company will indemnify the Insured in respect of the difference between the amounts recoverable under such other insurance and the amounts which would be payable under this Policy.

Further this Policy extends to include any difference in conditions between such other insurances and those contained within this Policy.

20. Metered Services

The Company agrees to include the costs for which the Insured is responsible in respect of loss of metered water or gas provided that the Insured maintains a record of readings from the Water Authority or gas supplier meters at intervals of not more than 7 days.

The amount payable in respect of any one Premises is limited to such excess water or gas charges demanded by the Water Authority or gas supplier and resulting from the accidental escape of water or gas from pipes, apparatus, or tanks as a result of Damage and shall not exceed the Extension Limit of Liability stated in the Schedule.

21. Non-invalidatio

If the risk of Damage is increased by any act or omission, or by any alteration, that occurs without the Insured's knowledge, such increase will not invalidate this insurance, provided that the Insured immediately on such act, omission or alteration coming to their knowledge, gives notice thereof to the Company and pays such extra premium as the Company may require.

22. Professional Fees

The Company agrees to include an amount in respect of Professional Fees provided that the liability for Damage and fees shall not exceed in the aggregate either:

- (a) the amount payable for such fees authorised under the Scale of Professional Charges of the Society of Chartered Surveyors, the Association of Consulting Engineers and the Law Society; or
- (b) the relevant Limit of Indemnity for each Item as shown in the Schedule; whichever is the less.

23. Re-Erection Costs

The Company agrees to include under Machinery the cost of re-erection and fixing Machinery/Plant as a result of Damage by any of the Defined Perils subject to the Extension Limit of Indemnity stated in the Schedule.

24. Reinstatement Day One (Non-Adjustable)

- A. For each Item of Property Insured other than Stock the first and annual premiums are based upon the Declared Value as stated in the Schedule;
- B. The Insured must notify the Company of the Declared Value at the start of each Period of Insurance

If the Insured fails to notify the Company of the Declared Value at the start of any Period of Insurance, the Company will use the last Declared Value notified by the Insured for the following Period of Insurance

Unless otherwise stated in the Schedule, in the event of Damage the basis upon which the Company will calculate the amount it will pay for any claim will be the reinstatement of the Property Insured lost, destroyed or damaged, subject to the following conditions.

- (i) If Property Insured under any Buildings, Tenants Improvements, or Machinery/Plant Item described in the Schedule, other than pedal cycles, personal items, rent or motor vehicles if insured, is lost or destroyed, the Company will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new;
If such Property Insured is damaged, the Company will pay for replacement or repair of the damaged portion to a condition as good as, but not better than or more extensive than, its condition when new;
However the Company will not pay more than it would have done if the property had been completely destroyed;
- (ii) The Property Insured may be replaced on another site and in a manner suitable to the needs of the Insured, but this must not increase the liability of the Company;
- (iii) All work must begin and be carried out as quickly as possible;
- (iv) If at the time of the Damage, the Declared Value is less than the cost of Reinstatement of the Property Insured at the start of the Period of Insurance, the liability of the Company for any Damage will be limited to that proportion which the Declared Value bears to the cost of Reinstatement of the Property Insured;
- (v) The Company will not pay under this clause;
 - (a) Until the Insured has incurred the cost of replacing or repairing the property;
 - (b) If the Insured or an agent of the Insured has insured the property under another policy which does not have the same basis of reinstatement;
 - (c) If the Insured does not comply with any of the provisions of this clause;

However the Limits of Liability will be limited to 100% of the Declared Values stated in the Schedule;

- (vi) The maximum the Company will pay in respect of each separate location subject to this clause is as stated in the Schedule.

25. Repairs

The Company agrees to include the reasonable costs in effecting temporary repairs necessary to secure or weatherproof the Premises following Damage.

26. Salvage

The Insured shall have full right to the possession of all goods involved in any Damage and shall retain control and, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any Damage are fit for use. No goods so deemed by the Insured to be unfit for use shall be sold or otherwise disposed of except by the Insured or with the Insured's consent; however, the Insured shall allow the Company any salvage obtained on any sale or other disposition of such goods. In the event the Insured elects to stamp "salvage" on the merchandise or its containers or removes or obliterates the labels or brands they shall do so at their own expense.

27. Stock Basis of Settlement

The basis upon which the amount payable in respect of Stock is to be calculated as follows:

- (a) material in trade, supplies, and other merchandise not manufactured by the Insured shall be the replacement cost;
- (b) Stock which forms part of work in progress shall be the value of raw materials and labour plus the appropriate proportion of overhead charges;
- (c) finished Stock shall be the regular cash selling price less all discounts and charges to which such finished Stock would have been subject had no loss occurred.

28. Temporary Removal

The Property Insured under this Section, other than Stock, is covered whilst temporarily removed for cleaning, renovation, repair, or other similar purposes to another part of the Premises, or to any other premises within the Geographical Limits including whilst in Transit.

The amount recoverable in respect of each Item shall not exceed 10% of the relevant Limit of Indemnity after deducting the value of any Building, exclusive of fixtures and fittings, or Stock.

This Extension does not apply to:

- (a) motor vehicles and motor chassis licensed for normal road use;
- (b) property held by the Insured in trust, other than Machinery/Plant.

29. Temporary Removal (Documents)

The Company agrees to cover deeds and other documents, including stamps thereon, manuscripts, plans, and writings of every description, books, written and printed, and computer systems records; for an amount not exceeding 10% of their value whilst temporarily removed to any premises not in the Insured's occupation within the Geographical Limits and whilst in Transit.

30. Theft Damage to Buildings

The Company agrees to include Damage sustained to any Buildings leased or rented to the Insured and where the Damage has arisen as a result of theft, or attempted theft, involving entry to, or exit from, the Premises by violent and forcible means.

31. Third Party Premises

The Company agrees to include Property Insured at Third Party Premises anywhere within the European Union including whilst in Transit subject to the Extension Limit of Indemnity as stated in the Schedule.

32. Trace and Access

The Company agrees to include costs necessarily incurred in locating the source of any escape of:

- (a) water from any fixed water services or heating installation;
- (b) fuel oil used for domestic purpose only;

including subsequent making good of damage caused as a consequence.

The amount payable shall not exceed €500.

33. Undamaged Stock

The Company agrees to include any loss incurred less the amount of any salvage monies obtained in the event of undamaged Stock being rendered unusable for any reason whatsoever resulting solely from Damage.

34. Workmen's Clause

Workmen may be employed for the purpose of minor extensions, or alterations, installations, maintenance, and the like without prejudice to this Section.

FOR EXCEPTIONS SEE PAGES 44 TO 55

FOR CONDITIONS SEE PAGES 61 TO 70

SECTION 2 - BUSINESS INTERRUPTION

INSURING CLAUSE

In the event that any Building or other property, used in connection with the Business, has suffered Damage and as a result the Business carried on by the Insured is interrupted or interfered with, the Company will pay to the Insured in respect of each Item as stated in the Schedule the amount of loss resulting from such interruption or interference as calculated in accordance with the Basis of Cover Applicable to Section 2.

Provided that:

1. at the time of the Damage, there shall be in force an insurance covering the Premises against such Damage, and liability shall have been admitted, including any amount below the excess;
2. the liability of the Company under this Section shall not exceed:
 - (a) the aggregate Limit of Indemnity as stated in the Schedule;
 - (b) the relevant Limit of Indemnity remaining after deduction for any other interruption or interference occurring during the Period of Insurance, unless the Company shall have agreed to reinstate the Limit of Indemnity.

BASIS OF COVER

1. Gross Profit including Increase in Cost of Working – Declaration Linked Basis

Cover under this Item is limited to loss of Gross Profit due to reduction in Turnover and increase in cost of working and the amount payable shall be calculated as follows:

- (a) in respect of reduction in Turnover, the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall, as a result of the Incident, fall short of the Standard Turnover;

Rate of Gross Profit and Standard Turnover shall be adjusted 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 Incident, which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident;

- (b) in respect of the increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover that, but for that expenditure, would have taken place during the Indemnity Period as a result of the Incident, but not

exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided, subject to the Uninsured Standing Charges Condition;

less any sums saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Gross Profit that are not incurred or are reduced as a result of the Incident.

The liability of the Company shall not exceed in respect of Gross Profit 133.33% of the Declared Value stated in the Schedule nor in the whole the sum of 133.33% of the Declared Value for Gross Profit and 100% of the Limit of Indemnity by other Items.

2. Gross Revenue including Increase in Cost of Working – Declaration Linked Basis

Cover under this Item is limited to loss of Revenue due to reduction in Revenue and increase in cost of working and the amount payable shall be calculated as follows:

- (c) in respect of reduction in Revenue, the amount by which the actual Revenue during the Indemnity Period shall, as a result of the Incident, fall short of the Standard Revenue;
Standard Revenue shall be adjusted 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 Incident, which would have affected the Business had the Incident not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Incident would have been obtained during the relative period after the Incident;
- (d) in respect of the increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Revenue that, but for that expenditure, would have taken place during the Indemnity Period as a result of the Incident, but not exceeding the amount of reduction in Revenue thereby avoided;

less any sums saved during the Indemnity Period in respect of the charges and expenses of the Business payable out of Revenue that are not incurred or are reduced as a result of the Incident.

The liability of the Company shall not exceed in respect of Gross Revenue 133.33% of the Declared Value stated in the Schedule nor in the whole the sum of 133.33% of the Declared Value for Gross Revenue and 100% of the Limit of Indemnity by other Items.

3. Additional Increase in Cost of Working

Cover under this Item on is limited to such further additional expenditure beyond that recoverable under clause (b) of Item No 1 on Gross Profit or Gross Revenue as the Insured shall necessarily and reasonably incur during the Indemnity Period as a result of the Incident for the purpose of avoiding or diminishing the reduction in Turnover/Revenue.

4. Rent Receivable

Cover under this Item is limited to loss of Rent Receivable and additional expenditure, and the amount payable shall be:

- (a) in respect of loss of Rent Receivable, the amount by which the Rent Receivable during the Indemnity Period shall as a result of the Incident fall short of the Standard Rent Receivable;
- (b) in respect of additional expenditure: the amount incurred for the sole purpose of avoiding or diminishing the loss of Rent Receivable which would have been due during the Indemnity Period as a result of the Incident but not exceeding the amount of the reduction thereby avoided;

less any amount saved during the Indemnity Period in respect of expenses and charges not incurred as a result of the Incident.

Provided that if the Limit of Indemnity is 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.

5. Increased Cost of Working Only

Cover under this Item is limited to increase in cost of working and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption or interference with the Business at the Premises as a result of an Incident, less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business as may cease or be reduced in consequence of the Incident.

Provided that for the purpose of this Item any adjustment implemented in current costs accounting shall be disregarded.

EXTENSIONS

Provision 1 of the Insuring Clause for this Section does not apply in respect of the following Extensions.

1. Loss following Damage to property and not otherwise excluded

Loss resulting from interruption of or interference with the Business in consequence of Damage to property as specified below and occurring within the Geographical Limits (except as otherwise stated) provided the Company's liability shall not exceed:

- i. the percentage of the total of the Limits of Indemnity or 133.33% of the Estimated Gross Profit / Gross Revenue

or

- ii. (ii) the Extension Limit of Indemnity and Maximum Indemnity Period shown in the Schedule.

(a) Specified Suppliers

Property of the supplier(s) detailed in the Schedule.

(b) Unspecified Suppliers

Property of any other of the Insured's direct suppliers, manufacturers, or processors of components, goods, or materials, but excluding the property of any supplier of electricity, gas, or telecommunications services, and premises not occupied by the Insured where Property Insured is stored.

(c) Prevention of Access

Damage to property within 5 KM of the Premises which shall prevent or hinder the use of the Premises or access thereto, but excluding Damage to property of any supplier from which the Insured obtains electricity, gas, or water, or telecommunications services, which prevents or hinders the supply of such services to the Premises.

(d) Public Utilities

Property at any generating station or sub-station of the electricity supplier, land based property of the gas supplier, or any natural gas producer linked directly thereto, water works or pumping station of the public water supplier, land based property of the telecommunications supplier, from which the Insured obtains electricity, gas, water, or telecommunications services.

(e) Specified Customers

Property of the customer(s) listed in the Schedule.

(f) Unspecified Customers

Property of any other of the Insured's direct customers, with whom at the time of the Incident the Insured has contracts to supply goods or services.

(g) Contract Sites

Premises not in the occupation of the Insured where the Insured is carrying out the contracts for the supply of goods or services.

(h) Transit

The Property Insured whilst in Transit anywhere in the European Union

(i) Property Stored

The Property Insured whilst stored anywhere other than at the Premises occupied by the Insured.

(j) Exhibitions

The Property Insured whilst at any exhibition site anywhere in the European Union

(k) Professional Insured – Documents

Documents belonging to, or held in trust by, the Insured, whilst temporarily at premises not in the occupation of the Insured, or whilst in Transit.

(l) Failure of Utilities

The accidental failure of:

- i. the supply of electricity at the terminal ends of the supplier's feeders at the Premises;
- ii. the supply of gas at the supplier's meters at the Premises;
- iii. the supply of water at the supplier's main stop cock serving the Premises;
- iv. the supply of telecommunications services, other than satellite services, at the incoming line terminals or receivers at the Premises;

excluding any failure:

- i. for a duration of four hours or less;
- ii. caused by the deliberate act of any supplier by any such supplier utilising its power to withhold or restrict supply or services not for the purpose of safeguarding life or protecting the supplier's system;
- iii. caused by strikes or any labour or trade dispute;
- iv. caused by drought;
- v. caused by atmospheric or weather conditions but this shall not exclude failure due to Damage to equipment caused by such conditions.

2. Infectious Diseases

Loss resulting from interruption of or interference with the Business in consequence of

- (a) (i) any occurrence of a Notifiable Disease at the Premises or attributable to food or drink supplied from the Premises; or
(ii) any discovery of an organism at the Premises likely to result in a Notifiable Disease;
- (b) the discovery of vermin or pests at the Premises;
- (c) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority;
- (d) any occurrence of murder or suicide at the Premises;

including the costs and expenses necessarily incurred with the consent of the Company in:

- i. cleaning and decontamination of Property Insured used by the Insured for the purpose of the Business, other than Stock;
- ii. removal and disposal of contaminated Stock;

at or from the Premises these of which has been restricted on the order or advice of the competent local authority solely as a result of the Incident.

3. Outstanding Debit Balances/Book Debts

Loss sustained by the Insured in respect of Outstanding Debit Balances due directly to the Incident and the amount payable in respect of any one occurrence 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 Incident.

Provided that the Company's liability shall not exceed the Limit of Indemnity stated in the Schedule.

Further, it shall be a condition precedent to liability that:

- (a) the Insured's books of account or other business books or records in which customers' accounts are shown shall be kept in a fireproof cabinet or the like; and
- (b) any accounting or other business records in which customer accounts are shown that are stored on Computer Equipment are 'backed up' weekly and stored off-site.

4. Garda and Authority Action

Loss resulting from interruption of or interference with the Business in consequence of the prevention or restriction of access within a vicinity of 1 KM of the Premises or closure of the Premises by Garda, Government or competent authority, provided that the Company's liability shall not exceed the Limit of Indemnity stated in the Schedule.

FOR EXCEPTIONS SEE PAGES 44 TO 55

FOR CONDITIONS SEE PAGES 59 TO 70

SECTION 3 - MONEY

INSURING CLAUSE

In the event of any Money belonging to the Insured or for which the Insured is responsible being lost, destroyed or damaged within the Geographical Limits by any cause the Company will indemnify the Insured in respect of such loss provided the Company's liability shall not exceed the relevant Limit of Indemnity stated in the Schedule.

In addition the Company shall indemnify the Insured in respect of:

- (a) any financial loss sustained by the Insured arising out of the fraudulent use of any credit, bankers, or account cards, or cheques, or cash issued to and used by the Insured

Provided that:

- i. the Insured shall comply with the provisions, conditions and other terms under which such cards shall have been issued, and
 - ii. the liability of the Company shall not exceed the relevant Limit of Indemnity stated in the Schedule.
- (b) the cost of repair or replacement following loss, destruction or damage to:
- i. safes, strong rooms, or franking machines;
 - ii. clothing and personal effects of Employee's as a result of assault;
 - iii. bags cases or waistcoats used for the carriage of Money.

EXTENSION

Personal Accident Assault

In the event of Assault Injury to an Insured Person directly due to theft, or attempted theft, the Company will pay to the Insured Person compensation in accordance with benefits as stated in the Schedule.

FOR EXCEPTIONS SEE PAGES 44 TO 55

FOR CONDITIONS SEE PAGES 59 TO 70

SECTION 4 - COMPUTER EQUIPMENT ALL RISKS

INSURING CLAUSE

This Section shall cover, in accordance with the Indemnity Agreement, Damage to any of the Property Insured for which a Limit of Indemnity or Extension Limit of Indemnity is stated in the Schedule. The Company will pay to the Insured the values of such property at the time of the Damage or the amount of the Damage or at the Company's option reinstate or replace such Property Insured or any part thereof.

Provided that the liability of the Company during any Period of Insurance shall in no case exceed, in respect of each Item, the Limit of Indemnity as stated in the Schedule.

EXTENSIONS APPLICABLE TO SECTION 4

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 within the Schedule in respect of any one claim or claims arising from an Event

1. 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 Insured arising out of the accidental discharge of such.

2. Additional Property

The Company agrees to include any newly acquired Computer Equipment insofar as it is not otherwise insured anywhere in the Geographical Limits provided that

- (a) the liability of the Company in respect of Property Insured at any one location shall not exceed the Extension Limit of Indemnity shown in the Schedule;
- (b) the Insured undertake to give to the Company full particulars of any Computer Equipment subject to cover under this Extension within 30 days of cover attaching, and to effect specific insurance thereon retrospective to the date of the commencement of the Insured's liability;
- (c) following advice of any additional insurance the provisions of this Extension are fully reinstated.

3. Additional Rental

In the event of Damage insured by this Section to Property Insured 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.

4. Automatic Reinstatement

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

5. Breakdown or Derangement

The cover provided by this Section shall extend to include Damage to any item of Computer Equipment due to its own breakdown or derangement but only when 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 oncall remedial and/or corrective maintenance at inclusive cost.

6. 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 Limit of Indemnity in respect of the appropriate Item.

7. Debris Removal Costs

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

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

following Damage insured by this Section

The Company shall not pay for any costs or expenses:

- i. incurred in removing debris except from the site of such property Damaged and the area immediately adjacent to such site;

- ii. arising from pollution or contamination of property not insured by this Section.

8. Fire Extinguishing Expenses

The insurance by this Section extends to include the costs incurred by the 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

9. Incompatibility of Computer Records

The Company will pay for

- (a) costs of modification of Computer Equipment; or
- (b) costs of replacement of Computer Equipment together with reinstatement of Programs and/or Data thereon;

(whichever is less) to achieve compatibility in the event that loss or destruction of Computer Equipment insured by this Section has resulted in undamaged Computer Equipment being incompatible with the replacement Computer Equipment.

10. Increase in Cost of Working

If the computer operations of the Business 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 Insured during the Indemnity Period in consequence of such interruption or interference.

11. Measures Taken in Avoidance of Impending Loss or Damage

The Company will subject to the Limit of Indemnity in respect of Item 1 – Fixed Computer Equipment pay costs incurred by the Insured in taking reasonable but exceptional measures to avoid or mitigate impending Damage insured by this Section provided that

- i. 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
- ii. the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken
- iii. the terms exclusions and conditions of this section shall apply as if Damage had occurred.

12. Professional Accountants' Charges

The Company will subject to Extension Limit of Indemnity – Increase in Cost of Working shown in the Schedule pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing particulars of any claim for which indemnity is provided by Extension Limit of Indemnity – Increase in Cost of Working.

13. Reinstatement of Data

In the event of loss distortion corruption or erasure of Data recorded on Media insured by this Section the Company will pay the costs necessarily and reasonably incurred by the Insured in the Reinstatement of Data but excluding the value to the Insured of the Data.

14. Reinstatement of Programs

In the event of loss distortion corruption or erasure of Programs recorded on Media insured by this Section the Company will pay the costs necessarily and reasonably incurred by the Insured in the Reinstatement of Programs but not for any Reinstatement of Data or the value to the Insured of the Data contained therein.

15. Temporary Repairs and Expediting Costs

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

16. Waiver of Subrogation against Authorised Users

The Company shall waive any rights of subrogation against any user of the Property Insured provided that

- i. such user has the authority of the Insured to use the Property Insured and
- ii. that such user shall as if he were the Insured observe fulfil and be subject to the terms exclusions and conditions of this Section.

FOR EXCEPTIONS SEE PAGES 44 TO 55
FOR CONDITIONS SEE PAGES 59 TO 70

SECTION 5 – GOODS IN TRANSIT

INSURING CLAUSE

The Company will by payment, or at its option by reinstatement, repair, or replacement indemnify the Insured against Damage to Goods whilst in Transit anywhere in the Republic of Ireland.

EXTENSIONS APPLICABLE TO SECTION 6

1. General Average and Salvage Charges

The Company will in addition to the relevant Limit of Indemnity pay the Insured any General Average and Salvage charges adjusted or determined to the contract of affreightment or the governing law and practice, or if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules, incurred to avoid, or in connection with the avoidance of, loss from any cause.

The Company shall pay to the Insured only General Average contributions and Salvage charges recoverable thereunder the subject matter insured shall be deemed to be insured for its full contributory value.

General Average deposits shall be payable on production of General Average deposit receipts. The total amount recoverable under this extension shall not exceed €5,000.

2. Additional Costs

The Company will in addition to the relevant Limit of Indemnity pay to the Insured costs reasonably incurred in connection with the Goods in respect of:

- (a) transshipping any of the Goods to another vehicle or delivering it to its original destination or returning it to its place of dispatch following Damage to the Goods or an accident to any vehicle owned or operated by the Insured;
- (b) clearing away the debris of any of the Goods consequent upon its Damage but only to the extent that such costs are not recoverable under any other insurance under this or any other policy;
- (c) reloading or recovery charges for which the Insured is responsible following accident, collision, fire, or overturning of the conveying vehicle, or the Goods falling from such vehicle but only to the extent that such charges are not recoverable under any other insurance under this or any other policy.

The total amount recoverable under this extension shall not exceed €5,000.

FOR EXCEPTIONS SEE PAGES 44 TO 55
FOR CONDITIONS SEE PAGES 59 TO 70

SECTION 6 – EMPLOYERS’ LIABILITY

INSURING CLAUSE

This Section shall cover, in accordance with the Indemnity Agreement, Bodily Injury to any Employee arising out of and in the course of his employment or engagement by the Insured, and caused during the Period of Insurance:

- (a) in Republic of Ireland, or, in connection with offshore installations, within the Continental Shelf around those countries;
- (b) whilst temporarily outside the countries named in (a), provided that such Employee is ordinarily resident in any of the aforesaid countries.

(in respect of b) a temporary visit away from the territories in a) should not exceed 12 months.)

DEFENCE COSTS

The Company will also pay Defence Costs.

Defence Costs shall be payable in addition to the Limit of Indemnity, except where payments of Defence Costs are made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates, where the Limit of Indemnity shall be inclusive of all payments.

Rights of Recovery

The indemnity provided under this Section is deemed to be in accordance with such provision as any law relating to insurance of liability to Employees in Republic of Ireland, require 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.

FOR EXTENSIONS SEE PAGES 38 TO 43

FOR EXCEPTIONS SEE PAGES 44/45 AND 53 TO 55

FOR CONDITIONS SEE PAGES 59/60 AND 64

SECTION 7 – PUBLIC LIABILITY

INSURING CLAUSE

This Section shall cover in accordance with the Indemnity Agreement sums which the Insured becomes legally liable to pay as a result of:

- A. accidental Personal Injury to any person;
- B. accidental loss of, or damage to, Property;
- C. accidental obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water;

occurring during the Period of Insurance anywhere within the Geographical Limits.

DEFENCE COSTS

The Company will, subject to the Self-Insured Retention, also pay Defence Costs.

Defence Costs shall be payable in addition to the Limit of Indemnity, except where payments of Defence Costs are made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates, where the Limit of Indemnity shall be inclusive of all payments.

FOR EXTENSIONS SEE PAGES 38 TO 43

FOR EXCEPTIONS SEE PAGES 44/45 AND 53 TO 55

FOR CONDITIONS SEE PAGES 59/60 AND 64

SECTION 8 – PRODUCTS LIABILITY

INSURING CLAUSE

This section shall cover in accordance with the Indemnity Agreement sums which the Insured becomes legally liable to pay as a result of:

- A. accidental Bodily Injury to any person;
- B. accidental loss of, or damage to, Property;

caused by any Product of the Insured during the Period of Insurance.

DEFENCE COSTS

The Company will, subject to the Self-Insured Retention, also pay Defence Costs.

Defence Costs shall be payable in addition to the Limit of Indemnity, except where payments of Defence Costs are made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates, where the Limit of Indemnity shall be inclusive of all payments.

FOR EXTENSIONS SEE PAGES 38 TO 43

FOR EXCEPTIONS SEE PAGES 44/45 AND 53 TO 55

FOR CONDITIONS SEE PAGES 59/60 AND 64

EXTENSIONS TO SECTIONS 6, 7 AND/OR 8

1. Consumer Protection Act 2007

The Company hereby agrees to indemnify the Insured under Sections 7 and 8 of this Policy against:

- (a) costs and expenses incurred with the written consent of the Company;
- (b) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Consumer Protection Act 2007, where the alleged offence occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under either of Sections 7 and 8.

Provided always that the Company shall not be liable:

- i. for any fines or penalties imposed on the Insured;
- ii. for the Self-Insured Retention;
- iii. where the prosecution results from a deliberate management decision, act, or omission.

2. Contingent Non-Owned Motor Vehicle

Notwithstanding Exception 56 (a) the Company will indemnify the Insured under section 8 in respect of liability for Bodily Injury, or loss of, or damage to, Property, arising out of the use of any mechanically propelled vehicle or attached trailer, used in connection with the Business, which is not the property of or provided by the Insured or any subsidiary companies.

Provided always that the Company shall not be liable for:

- (a) loss of, or damage to, any such mechanically propelled vehicle, attached trailer, or to Property contained therein or thereon;
- (b) Bodily Injury, loss of, or damage to, Property resulting while such vehicle is being:
 - i. driven by the Insured;
 - ii. driven with the consent of the Insured, or of its representative, by any person who, to the knowledge of the Insured or of 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 in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation;
 - iv. used outside Republic of Ireland.

3. Court Attendance

The Company hereby agrees that, in the event of any of the undermentioned persons attending Court as a witness at the request of the Company, in connection with a claim in respect of which the Insured is entitled to indemnity under Sections 6, 7 and 8, the Company will provide compensation to the Insured at the following rates for each day on which attendance is required:

- A. any director or partner of the Insured €250.00 per day
- B. any Employee €100.00 per day

4. Cross Liabilities

The Company hereby agrees that, if the Insured comprises more than one party, the Company will treat each party as though a separate policy had been issued to each of them; provided that the Company's liability in respect of any one Event, or in the aggregate during any one Period of Insurance, as applicable, shall not exceed the Limit of Indemnity.

5. Damage to Leased or Rented Premises

Notwithstanding Exception 41 the indemnity provided under Section 8 shall extend to include liability for accidental loss of, or damage to, premises (including fixtures or fittings) leased or hired by, or rented to, the Insured under a contract or agreement, but this Extension shall not apply to liability:

1. assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company;
2. for fire or any other peril against which such contract or agreement requires that insurance is effected;
3. arising out of breach of any term, condition, or warranty, under any other applicable insurance policy.

6. Data Protection Act 1988 and 2003

Within the relevant Limit of Indemnity the Company will indemnify the Insured under Sections 6, 7 and 8 in respect of liability for claims arising under the Data Protection Act 1988 and 2003, or any subsequent legislation amending, revising, or replacing such act, in respect of:

- (a) compensation payable for damage or distress under the Act including claimant's costs and expenses;
- (b) defence costs in relation to any prosecution or investigation brought under the Act in relation to a claim made by an Employee.

Provided that:

- i. the Insured has registered under the Act or commenced the process of registration and the Insured's application has not been refused or withdrawn.
- ii. the Company shall not be liable in respect of:

- 1) the payment of fines or penalties;
- 2) the Self-Insured Retention
- 3) the cost of replacing, reinstating, rectifying, or erasing, any data;
- 4) liability arising as a result of the provision by the Insured of the services of a computer bureau;
- 5) liability arising from the recording or provision of data for reward or for determining the financial status of any person;
- 6) liability that arises as a result of a deliberate act or omission of the Insured, or persons acting on behalf of the Insured, and which will knowingly, or could reasonably have been expected by the Insured, or those acting on the Insured's behalf to, result in a liability or the committing of an offence under the Act;
- 7) liability for which the Insured is entitled to an indemnity under any other insurance.

7. Defective Premises Act

The indemnity provided under Section 8 shall extend to apply in respect of Bodily Injury to any person or Damage to Property arising in respect of any premises previously owned or occupied by the Insured for purposes pertaining to the Business and which have been disposed of by the Insured, provided that the Insurer shall not provide indemnity against liability for which indemnity is provided by any other insurance or for the cost of remedying any defect, or alleged defect, in such premises.

8. Food Safety Act 1998

The Company hereby agrees to indemnify the Insured under Sections 7 and 8 of this Policy against:

- (a) costs and expenses incurred with the written consent of the Company;
- (b) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under the Food Safety Act 1998, where the alleged offence occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under either of Sections 7 and 8.

Provided always that the Company shall not be liable:

- i. for any fines or penalties imposed on the Insured;
- ii. for the Self-Insured Retention;
- iii. where the prosecution results from a deliberate management decision, act, or omission.

9. Safety, Health and Welfare at Work Act 2005 and 2010

The Company hereby agrees to indemnify the Insured under any one of Sections 6 to 8 that is operative against:

- (a) costs and expenses incurred with the written consent of the Company;
- (b) costs and expenses awarded against the Insured, or a director of the Insured or an Employee; in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under section 8 of the Health and Safety at Work Act 2005 and 2010, or the Construction Contracts Act 2013, or equivalent safety legislation of the Republic of Ireland, where the alleged offence occurs during the Period of Insurance and where the circumstances of the alleged offence may be the subject of indemnity under any of Sections 6 to 8

Provided always that the Company shall not be liable:

- i. for any fines or penalties imposed upon the Insured;
- ii. for the Self-Insured Retention;
- iii. where the prosecution results from a deliberate management decision, act, or omission.

10. Construction Contracts Act 2013

The Company shall not indemnify the Insured against:

- (a) liability that is determined and/or payment that is ordered by an adjudicator, consequent upon any adjudication as provided for by the Construction Contracts Act 2013
 - (b) liability for claimant's or defence costs and expenses incurred in connection with any such adjudication;
- unless such liability is one to which the Insured would otherwise be entitled to an indemnity under Sections 6 to 8, and which is or becomes subject to a Dispute.

In such circumstances the following additional Conditions shall be applicable:

- i. The Insured shall immediately give written notice to the Company:
 - 1) as soon as the Insured is aware of any Dispute which may give rise to a claim under Sections 8
 - 2) on receipt of any notice of an intention to refer a Dispute for adjudication.

Notification to the Company shall be accompanied by full documentary particulars of the subject matter of the Dispute and, if applicable, the referral for adjudication.

- ii. The Company shall be entitled, at its discretion, to take over and conduct, in the name of the Insured, the proposed adjudication and all matters relating thereto. The Insured shall immediately give to the Company all information, documentation, and assistance, in relation to the Dispute and proposed adjudication that the Company or its representatives may require.

- iii. The Insured shall not, without the prior written consent of the Company, suggest, propose, or refer, for adjudication any Dispute that may give rise to a claim for indemnity under Sections 6 to 8.
- iv. If the parties to a Dispute have agreed to accept the decision of the adjudicator as being finally determinative of the Dispute, any indemnity to the Insured under Sections 6 to 8 shall be limited to the liability that would have attached to the Insured in the absence of such agreement.

Conditions (i), (ii), and (iii) are conditions precedent to the Company's liability to indemnify the Insured under this Extension.

11. Indemnity to Principal

The Company hereby agrees to indemnify the Insured, to the extent that any contract or agreement entered into by the Insured with any principal so requires, where liability arises out of the performance or non-performance by the Insured of such contract or agreement.

Provided that:

- (a) the conduct and control of claims is vested in the Company;
- (b) the principal shall be subject to, and comply with, the terms, Conditions, Exceptions, and Endorsements, of Sections 6, 7 and 8 so far as they can apply, as though they were the Insured;
- (c) the indemnity provided by Section 6 of this Policy shall only apply in respect of liability to any person who is an Employee, and not to that of any principal

The indemnity provided to any principal under this Extension shall not increase the liability of the Company to pay any amount in respect of any one Event, or in the aggregate during any one Period of Insurance, as applicable, beyond the amount stated as the Limit of Indemnity.

12. Overseas Personal Liability

The Company hereby agrees to indemnify under Section 8, the Insured, or any director or Employee or any spouse accompanying a director or Employee, against liability incurred in a personal capacity for Bodily Injury or damage to property when travelling outside the Geographical limits in connection with the Business.

13. Property Owner's Liability Restriction

The company agrees to indemnify the Insured against all sums which the insured against all sums which the insured shall be legally liable to pay as damages in respect of Bodily injury or Damage to material property happening during the Period of Insurance and caused by any defect in the Premises or arising from the maintenance, repair or decoration of the premises

Provided that:

- (a) The insured shall at all times ensure that all Premises to which this insurance applies are kept in good repair and if any defects be discovered by complaints from tenants or otherwise the insured shall forthwith cause such defect to be made good and in the meantime cause such temporary precautions to be taken as the circumstances may require
- (b) So far as is reasonably practicable no alteration or repair shall without the consent of the Company be made to the Premises after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting such Premises after any accident has occurred in connection therewith until the Company shall have had an opportunity of inspecting such Premises.

14. Unsatisfied Court Judgments

If Section 7 is operative, and subject to the Section 7 Limit of Indemnity, then in the event that a judgement for damages against a third party is, in the first instance, obtained:

- (a) from, or under the jurisdiction of, a court in Republic of Ireland; and
- (b) by an Employee, or the personal representative(s) of an Employee; and
- (c) which is in respect of Bodily Injury, caused during the Period of Insurance and in the course of the Employee's employment or engagement by the Insured; and
- (d) which remains unsatisfied in whole or in part six months after the date of such judgement;

then, at the request of the Insured, the Company will pay to the Employee, or the personal representative(s) of the Employee, the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding;
- (b) the Company shall be entitled to take over, and prosecute for its own benefit, any claim against any other person, and the Insured, the Employee, or the personal representative(s) of the Employee, shall give all information and assistance required by the Company.

EXCEPTIONS APPLICABLE TO BOTH PROPERTY AND LIABILITY SECTIONS

1. Radiation

The Company shall not indemnify the Insured under any Section of this Policy against any loss or liability directly or indirectly caused by, or contributed to, by, or arising from:

- (a) ionising radiations, or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

but as far as concerns Bodily Injury to any Employee, which arises out of and in the course of his employment or engagement by the Insured, this exception shall apply only in respect of:

- i. liability of any principal;
- ii. liability assumed by the Insured by agreement, which would not have attached in the absence of such agreement.

2. Riot

The Company shall not indemnify the Insured:

- (a) under Sections 1 to 5 against any loss arising directly or indirectly in consequence of riot, civil commotion and (except in respect of any loss by fire or explosion) strikers, locked out workers, persons engaged in labour disturbances or malicious persons in Northern Ireland;
- (b) under Section 4 in respect of any loss directly or indirectly caused by or contributed to by, or arising from, or occasioned by or resulting from riot or civil commotion.

3A. Terrorism

The Company shall not indemnify the Insured

- (a) under Sections 1, 2, 3, 4 and 5 against
 - i. any loss occasioned by or happening through or in consequence directly or indirectly of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - ii. any loss cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with, any action taken in controlling, preventing, suppressing, or in any way related to Terrorism.
- (b) under Sections 6, for sums in excess of the Sublimit stated in the Schedule arising from Terrorism. In any action, suit, or other proceedings where the Company alleges that by reason of the provisions

of this Exception any loss is not covered any Section of this Policy the burden of proving that such loss is covered shall be upon the Insured.

3. War

The Company shall not indemnify the Insured under Sections 1 to 5, 7 or 8 against any loss or liability arising directly or indirectly in consequence of

- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not) civil war, rebellion, revolution, insurrection, sabotage, mutiny, martial law, military or usurped power
- (b) nationalisation, confiscation, requisition, seizure or destruction by any government or any public authority
- (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

EXCEPTIONS APPLICABLE TO PROPERTY SECTIONS

4. Building Collapse

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss caused by, or consisting of:

- (a) Damage to a Buildings or a structure caused by its own collapse or cracking; or
- (b) Business Interruption resulting from Damage to Buildings or a structure caused by its own collapse or cracking;

unless resulting from a Defined Peril insofar as it is not otherwise excluded.

5. Cessation of Work

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss caused directly by or consisting of or resulting from cessation of work.

6. Chemical, Biological or Nuclear Risks

The Company shall not indemnify the Insured against any loss arising directly or indirectly caused by, or contributed to, by, or arising from:

- (a)
 - (i) the radioactive, toxic, explosive, or other hazardous, properties of any explosive nuclear assembly or nuclear component thereof;
 - (ii) ionising radiation or contamination by radioactivity or from the combustion of any radioactive material;
 - (iii) chemical, biological, or radiological irritants, contaminants, or pollutants;

in respect only of residential property, houses and blocks of flats, and other dwellings, insured in the name of a private individual;

- (b) loss of any property at or Damage to any Nuclear Installation or Nuclear Reactor.

7. Consequential Loss

The Company shall not indemnify the Insured under Sections 1, 3, 4 or 5 against consequential loss or damage of any kind or description other than

- (a) Rent Payable when such loss is expressly covered under Section 1;
- (b) that provided for specifically under Section 5 and such cover provided under Section 5 shall not include any consequential loss which is also insured under Section 2 - Business Interruption.

8. Corrosion

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss caused directly by or consisting of:

- (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, or insects;
- (b) change in temperature, colour, flavour, texture, or finish

but this shall not exclude

- i. loss which results from a Defined Peril or from any other accidental damage not being an Excepted Cause, or
- ii. subsequent loss resulting from a cause not otherwise excluded.

9. Data

The Company shall not indemnify the Insured

- (a) under Sections 1 to 5 against any loss directly or indirectly caused by or consisting of unexplained disappearance of information, unexplained or inventory shortage, misfiling or misplacing of information;
- (b) additionally under Section 2 – Business Interruption against any loss directly or indirectly caused by or consisting of:
 - i. erasure, loss, distortion, or corruption, of information on computer systems or other records, programs, or software, caused deliberately by rioters, strikers, locked out workers, persons taking part in labour disturbances, or civil commotions, or malicious persons;
 - ii. other erasure, loss, distortion, or corruption, of information on computer systems or other records, programs, or software, unless resulting from a Defined Peril in so far as it not otherwise excluded.

10. Date Recognition

The Company shall not indemnify the Insured under Section 4 against Damage to Computer Equipment and/or accidental loss distortion corruption or erasure of Programs and/or Data and/or any interruption to or interference with the Business as insured under Increase In Cost of Working

- (i) caused directly or indirectly by or consisting of
- (ii) 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 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 willful misconduct by the Insured and that the Insured has undertaken all reasonable efforts to prevent such failure and to mitigate the consequences of any such failure.

11. Excepted Property

The Company shall not indemnify the Insured under Sections 1 to 3 against any loss in respect of:

- (a) glass (other than fixed glass), china, earthenware, marble, or other fragile or brittle objects;
- (b) jewelry, precious stones, precious metals, bullion, furs, curiosities, works of art, or rare books in excess of the limit on Valuables under All Other Contents;
- (c) Money;

other than loss caused by a Defined Peril and not otherwise excluded.

12. Fraud

The Company shall not indemnify the Insured under Sections 1 to 3 against any loss caused directly by or consisting of acts of fraud or dishonesty on the part of the Insured or any partner, director or Employee of the Insured, members of their families or any other person to whom Property Insured has been entrusted but this shall not exclude such loss not otherwise excluded which itself results from a Defined Peril.

13. Goods in Transit

Section 5 does not cover:

- (a) accounts, deeds, evidence of debt, currency, Money, bullion, notes;
- (b) jewelry, watches, gold and silverware, furs, or articles trimmed with fur;
- (c) animals, birds, or plants of any description;
- (d) loss of profit, loss of use or loss of market;
- (e) loss, destruction or damage caused by or consisting of:
 - i. improper packing, rough handling, or unexplained shortage;

- ii. insect, vermin, or inherent vice;
- (f) loss, destruction or damage caused by or consisting of leakage, evaporation, shrinkage, dampness, dryness, breakage, change in temperature, colour, flavour, texture, or finish, mould, rust, wet, or dry rot, souring, bending, denting, chipping, marring, scratching (provided that this Exception shall not apply to loss, destruction, or damage not otherwise excluded that results from a Defined Peril, or from collision, derailment, overturning, stranding, burning, or sinking of a ferry or watercraft);
- (g) export shipments which have been laden on board export conveyance or have come under the protection of marine insurance whichever first occurs;
- (h) import shipments until fully discharged from import conveyance or until marine insurance has ceased to cover whichever last occurs

14. Heat

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss caused by fire resulting from the Property Insured undergoing any heating process involving the application of heat, other than by fire or explosion, resulting from the Property Insured undergoing any process of production, packing, treatment, testing, commissioning, servicing, or repair.

15. Leaks, Breakdown and Utilities

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss caused directly by or consisting of:

- (a) joint leakage, failure of welds, cracking, fracturing, collapse, or overheating of boilers, economisers, superheated pressure vessels, or any range of steam and feed piping in connection therewith;
- (b) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus, or equipment in which such breakdown or derangement originates;
- (c) the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel, or telecommunications services;

but this shall not exclude:

- i. loss which results from a Defined Peril, or from any other accidental damage not being an Excepted Cause; or
- ii. subsequent loss resulting from a cause not otherwise excluded; or
- iii. in respect of the Deterioration of Stock Extension under Section 1, the exercising by a public electricity supply authority to withhold or restrict supply where this is done to safeguard the distribution system.

16. Maintenance Agreement

The Company shall not indemnify the Insured under Section 4 against Damage recoverable under any guarantee or maintenance rental hire or lease agreement.

17. Marine

The Company shall not indemnify the Insured

- (a) under Sections 1 to 5 against any loss in respect of Property Insured that is insured by, or would, but for the existence of this Policy, be insured by any marine policy/ies, except in respect of any excess beyond the amount which would have been payable under the marine policy/ies had this insurance not been effected;

18. Molten Materials

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss caused by or consisting of the solidification of the contents of molten material holding units, molten material, transmission lines and/or appurtenances, unless it results from a Defined Peril and is not otherwise excluded.

19. Money

The Company shall not indemnify the Insured under Section 3 against

- (a) loss, destruction, or damage:
 - i. arising from dishonesty on the part of any director, partner, or Employee of the Insured not discovered within fourteen days of the occurrence;
 - ii. occasioned by errors or omissions;
 - iii. recoverable from a specialist security carrier;
 - iv. from an unattended vehicle operated or under the control of the Insured or their Employees;
 - v. covered by a policy of fidelity guarantee insurance;
- (b) loss or shortages due to depreciation or currency fluctuation.

20. Mould

The Company shall not indemnify the Insured under Sections 1 to 5 against any loss caused directly by or consisting of or resulting from mould, mildew, fungus or spores but this shall not exclude such loss not otherwise excluded which itself results from a Defined Peril, in which case the Insured must report to the Company the existence and cost of the loss as soon as practicable, but no later than six months after the Defined Peril first caused any loss to the Insured during the Period of Insurance; the Company shall not indemnify the Insured for loss reported after that six month period.

21. Movable property

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss in respect of movable property in the open, fences and gates, caused by wind, rain, hail, sleet, snow, flood, or dust.

22. Other Excepted Causes

The Company shall not indemnify the Insured under sections 1 to 2 in respect of any loss caused directly by or consisting of

- (a) inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials
- (b) faulty or defective workmanship, or operational error or omission on the part of the Insured or any of their Employees
- (c) the operation of machinery, plant, apparatus or equipment unless such operation is in accordance with the manufacturer's instructions or specification
but this shall not exclude subsequent loss which itself results from a cause not being an Excepted cause or otherwise excluded.
- (d) explosion occasioned by the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel, machine or apparatus in which the internal pressure is due to steam

only and belonging to or under the control of the Insured, but this shall not exclude loss resulting from interruption or interference with the Business or subsequent loss which itself results from a cause not being an Excepted cause or otherwise excluded.

23. Other insurance

The Company shall not indemnify the Insured under Sections 1 to 5 against any loss in respect of any property more specifically insured under any other policy, by or on behalf of the Insured.

24. Personal Accident Assault

The Company shall not be liable under Section 3 for Assault Injury consequent upon, or contributed to by:

- (a) the Insured Person having any physical or mental defect or infirmity, which was known to the Insured or the Insured Person at the inception of this Policy or prior to the latest renewal thereof, and which had not been declared to, and accepted in writing by, the Company;
- (b) Assault Injury to any person under the age of sixteen years or over the age of seventy years.

25. Pollution

The Company shall not indemnify the Insured under Sections 1, 2, 4 and 5 against any loss caused by pollution or contamination but this Exception shall not apply to Damage to Property Insured caused by:

- (a) pollution or contamination from a Defined Peril;
- (b) a Defined Peril resulting from pollution or contamination;

26. Pressure Waves

The Company shall not indemnify the Insured under Sections 1 to 5 against any loss caused by or consisting of pressure waves caused by aircraft, or other aerial devices, travelling at sonic or supersonic speeds, but this shall not exclude subsequent loss which itself results from a cause not otherwise excluded.

27. Property Insured away from the Premises

The Company shall not indemnify the Insured under Sections 1 and 4 against 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 Insured 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 Insured 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 Insured is otherwise left unattended (which term shall mean that the 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.

28. Property in Transit

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss in respect of property in transit except as provided for by Section 1 Extensions - Exhibitions, Temporary Removal, Temporary Removal (Documents) and Third Party Premises or Extension 1 under Section 2.

29. Reinstatement of Data and Reinstatement of Programs

The Company shall not indemnify the Insured under Section 4 Extension 10 - Increase in Cost of Working the costs of Reinstatement of Data and Reinstatement of Programs onto Media.

30. Sanctioned Territories

The Company shall not indemnify the Insured under Sections 1 and 4 against Damage to Property Insured outside the Geographical 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 or by the Governments of the United Kingdom, European Union or the United States of America.

31. Satellite Telecommunications

The Company shall not indemnify the Insured under Section 4 against Increase in Cost of Working due to:

- i. failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
- ii. atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

32. Subsidence

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss caused by or consisting of subsidence or ground heave or landslip of yards car-parks roads pavements walls gates and fences unless a Building at the Premises insured hereby is also Damaged thereby caused by or consisting of

- i. the normal settlement or bedding down of new structures
- ii. the settlement or movement of made-up ground
- iii. coastal or river erosion
- iv. defective design or workmanship or the use of defective materials
- v. fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

(a) where Damage originated prior to the inception of this Policy

(b) caused by

- i. demolition construction structural alteration or repair of any property or
 - ii. groundworks or excavation
- at the Premises.

33. Theft

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss caused directly by or consisting of theft or any attempted theft:

- (a) which does not involve entry to, or exit from, the Premises by forcible and violent means;
- (b) of Property Insured whilst left in any yard, open space, or open sided building;
- (c) by or in collusion with any Employee or any other person lawfully on the Premises unless such loss is notified to the Company within 30 days of it occurring.

34. Unoccupied Buildings

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss caused:

- (a) by freezing;
- (b) by escape of water from any tank, apparatus, or pipe;
- (c) other than by fire or explosion, by malicious persons, not acting on behalf of, or in connection with, any political organisation;
- (d) by theft or attempted theft ;

in respect of any Building which is Unoccupied.

35. Vehicles, Construction, Agriculture and Roads

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss in respect of:

- (a) vehicles licensed 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 any such property in the course of construction or erection;
- (c) land, roads, pavements, piers, jetties, bridges, culverts, or excavations;
- (d) livestock, growing crops, or trees;
other than:
 - i. under Section 1 where specifically insured;
 - ii. under Section 2 - where Business Interruption is caused by a Defined Peril and such property or sites are specifically insured or noted under the description of Premises.

36. Water Table

The Company shall not indemnify the Insured under Sections 1 to 2 against any loss attributable solely to change in the water table level.

EXCEPTIONS APPLICABLE TO LIABILITY SECTIONS

37. Advertising

The Company shall not indemnify the Insured under Sections 7 and 8 against liability arising out of any form of defamation or from malicious falsehood:

- (a) made by, or at the direction of, the Insured, with knowledge of the falsity thereof, or
- (b) related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on behalf of the Insured.

38. Care, Custody and Control

The Company shall not indemnify the Insured under Section 7 against liability for loss of, or damage to, Property belonging to, or in the care, custody, or control, of the Insured other than:

- (a) Employees' or visitors' personal effects (including motor vehicles);
- (b) any premises (including contents), not being premises leased or rented to the Insured, which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises, but always excluding damage to Property being worked upon and arising out of such work.

39. Compulsory Insurance and Offshore

The Company shall not indemnify the Insured under Section 6 against liability:

- (a) in respect of which compulsory insurance or security is required to be arranged by the Insured under the Road Traffic Act 2010 or any subsequent legislation amending or replacing such Act or Order;
- (b) for sums in excess of the Sub-limit stated in the Schedule arising from visits, or work, Offshore.

40. Contractual Liability

The Company shall not indemnify the Insured under Sections 7 and 8 against liability that is assumed by the Insured under a contract or agreement, and:

- (a) arises under any penalty clause or in respect of fines or liquidated damages; or
- (b) arises out of the sole negligence of third parties; or
- (c) attaches by virtue of any waiver of subrogation rights against third parties;

unless such liability would have attached to the Insured in the absence of the said contract or agreement.

41. Court Rules

The Company shall not indemnify the Insured under Sections 6 to 8 against liability arising from any order of a Court made in consequence of the Insured's failure to comply with any procedural requirements of, or directions imposed by, the Court.

42. Employee

The Company shall not indemnify the Insured under Sections 7 and 8 against liability for Bodily Injury sustained by an Employee, which arises out of and/or in the course of his employment or engagement by the Insured.

43. Fines Penalties and Punitive

The Company shall not indemnify the Insured under Sections 7 and 8 against liability for fines, penalties, punitive damages, or exemplary damages.

44. Heat

The Company shall not indemnify the Insured under Sections 7 and 8 against liability arising out of the use of any heat or naked flame whilst being used away from the Insured's premises.

45. Pollution

The Company shall not indemnify the Insured under Sections 7 and 8 against liability arising directly or indirectly from any Pollution Hazard arising:

- (a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
- (b) elsewhere in the World, other than in those countries or territories referred to in (a) above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance.

The indemnity granted shall not extend to Events or claims, arising directly or indirectly from any Pollution Hazard, that involves moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

46. Products

The Company shall not indemnify the Insured

- (a) under Section 7 against liability arising from any Product, other than food or drink provided for consumption on the Insured's premises.

(b) under Section 8 against liability:

- i. arising from any Product exported directly to the United States of America and/or Canada and/or their respective possessions or protectorates;
- ii. arising from any Product that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device.

47. Professional Services

The Company shall not indemnify the Insured under Sections 7 and 8 against liability arising out of any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification, but this Exception shall not apply to first aid activities.

48. Recall

The Company shall not indemnify the Insured under Sections 7 and 8 against liability arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

49. Sanction Limitation

The Company shall not indemnify the Insured under Sections 7 and 8 nor be deemed to provide cover or provide any other benefit under this Policy where to do so would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United Kingdom of Great Britain, Republic of Ireland and Northern Ireland.

50. Self-Insured Retention

The Company shall not indemnify the Insured under Sections 7 to 8 against liability for the sum stated as the Self-Insured Retention shown in The Schedule.

51. System Failure

The Company shall not indemnify the Insured under Sections 7 and 8 against liability associated with, or caused by, a System Failure, if a System Failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

52. Toxic Substances

The Company shall not indemnify the Insured under Sections 7 and 8 against liability arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal of asbestos or polychlorinated biphenols, or other materials, which the Insured knows, or has reason to suspect, contains asbestos or polychlorinated biphenols.

53. Vehicles and Craft

The Company shall not indemnify the Insured under Section 7 against liability arising from the ownership, possession, or use by or on behalf of the Insured or any Employee of:

- (a) any mechanically propelled vehicle or attached trailer, whilst in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this Exception shall not apply to liability caused by:
 - i. the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
 - ii. any self-propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, whilst used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security.

- (b) any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this Exception shall not apply to liability caused by:
 - i. hand propelled watercraft or sailing craft not exceeding 8 metres in length; or
 - ii. watercraft not exceeding 25 metres in length, not owned by the Insured but used by the Insured for business entertainment purposes, with the exception of racing or trials;

provided always that the Insured is not entitled to an indemnity under any other policy.

CONDITIONS APPLICABLE TO ALL SECTIONS

1. **Fraud**

The right to an indemnity under this Policy shall be forfeited if a claim is fraudulent in any respect.

2. **Law**

This Policy is subject to the law of the Republic of Ireland.

3. **Non-Disclosure**

This Policy shall be voidable by the Company in the event of any misrepresentation, misdescription, or non-disclosure of any material fact, by or on behalf of the Insured.

4. **Observance of Terms**

The Insured shall fulfil all terms, Conditions, and Endorsements, of this Policy in so far as they relate to anything to be done or complied with by the Insured.

The truth of the statements, answers, and information, supplied in connection with this Policy, shall be a condition precedent to any liability of the Company to indemnify the Insured.

5. **Operation of the Policy**

This Policy and its terms, including the Schedule, Definitions, Sections, Extensions, Exceptions, Conditions, and Endorsements, shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear unless such meaning is stated only to apply to a specific part of the Policy.

Headings in this Policy are included for convenience only and do not affect the construction of it

6. **Premium Payment Warranty**

It is a condition of this Policy that the Insured undertakes to pay in full to the Company the premium amount within

- (a) 60 days (for all covers other than Terrorism) of inception of this Policy
- (b) 30 days (for Terrorism cover) of inception of this section

If the premiums amount has not been paid to the Company within the specified time limits the Company shall have the right to cancel this Policy of Terrorism Section by notifying the Insured or their agent or intermediary in writing.

Cancellation shall be subject to

- (a) Premium amount paid in full in the event of a claim prior to the date of cancellation
- (b) A pro rata premium charge for the time that the Company has been on risk

It is agreed that the Company shall give no less than 5 days prior notice of cancellation to the Insured

7. Reasonable Precautions

The Insured shall at their own expense take all reasonable care to prevent accidents, loss, and Damage and maintain the Premises, plant, vehicles, and anything else used in connection with the Business, in proper repair.

The Insured shall make good or remedy any defect and danger which becomes apparent, or take such additional precautions as the circumstance may require.

CONDITIONS APPLICABLE TO PROPERTY SECTIONS

8. **Accumulated Stocks**

In adjusting any loss under Section 2, account shall be taken and an equitable allowance made if any shortfall in Turnover / Revenue due to an Incident happens by reason of the Turnover / Revenue being temporarily maintained from accumulated stocks of finished goods.

9. **Alteration of Risk**

Sections 1 to 5 shall cease to have effect from the date of any one of the following:

- (a) the interest of the Insured ceases;
- (b) the Business is wound up, or carried on, by an administrator, trustee in bankruptcy, liquidator, or receiver, or permanently discontinued;
- (c) any alteration is made to the Premises and/or their use whereby the risk of loss is increased, provided that if the increase could not reasonably have been known to the Insured, or the increase is beyond the Insured's control, the Policy shall continue in force, subject to the Insured:
 - i. notifying the Company in writing of the increase in risk within 14 days of the Insured becoming aware of the increase; and
 - ii. promptly paying any additional premiums required by the Company, such amount to be calculated at the Company's discretion.

10. **Alternative Trading**

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Premises for the benefit of the Business, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover / Revenue during the Indemnity Period.

11. **Automatic Fire Alarm Installations**

It shall be a condition precedent to liability under Sections 1, 2 and 4 that where automatic fire alarms are installed the Insured shall:

- (a) carry out the testing and checking requirements referred to on the completion certificate and remedy promptly any defect disclosed;
- (b) carry out the maintenance procedures specified by the manufacturers of the equipment;
- (c) notify the Company immediately of any disconnection or failure of the automatic fire alarm installation likely to leave any area unprotected for 12 hours or more;
- (d) record details of all events such as alarm faults, tests, maintenance, and disconnections and keep such details available for examination by the Company's representatives.

12. **Automatic Reinstatement**

In the absence of written notice by the Company or the Insured to the contrary the insurance by Sections 1, 2 and 4 shall not be reduced by the amount of any loss and in consideration the 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.

13. **Automatic Sprinkler Installations**

It shall be a condition precedent to liability under Sections 1, 2 and 4 that where an automatic sprinkler system is installed the Insured shall ensure that:

- (a) it is continuously operational;
- (b) every working day a test is made to ensure that the circuit between the alarm switch and the control unit, except where it is continuously monitored or is such that one break of wires will not prevent an alarm signal being transmitted, for example a ring circuit, is operational;
- (c) every week:
 - i. a test is made to ensure the condition of:
 - 1) the connection with the public fire station, central fire alarm depot, or public fire brigade control, unless they have given a written undertaking to carry out this test;
 - 2) the relevant batteries.

However, where the circuit concerned is not continuously monitored, these tests must be made every day;

- ii. the alarm gong is tested to ensure that it is in working order and that the stop valves controlling the individual water supplies and the installation are fully open;
 - iii. the pump(s) are tested to ensure they can be started both automatically and manually and that in respect of any diesel engine driven pump the battery electrolyte level and density are correct and a record is kept;
- (d) they have a contract with approved installing engineers providing for the maintenance and half-yearly inspection of the automatic sprinkler installation system and obtain certification after each inspection that the system is in satisfactory working order;
 - (e) every quarter or half year, if required by the Company, they test that each water supply is in order and a record of the tests is kept;
 - (f) they remedy promptly any defect disclosed by any tests;
 - (g) they comply with and display prominently at each sprinklered area, a notice of the terms agreed with the Company which specifies:
 - i. the description of goods that may be stored;

- ii. the maximum height of storage;
- iii. the minimum permitted clearance between goods stored and the sprinkler deflectors.

Provided the Insured shall not be in breach of sub-clauses (a) or (b) of this Condition if:

- 1) notice is given to the Company immediately the installation is rendered inoperative or in the event of an emergency; and
- 2) the Insured takes all reasonable steps immediately to ensure the installation returns to full operation.

14. **Average**

Each Declared Value under Sections 1 – Material Damage and 4 – Computer Equipment All Risks is to be subject to Average, meaning that if the Property Insured shall, at the commencement of any loss, be collectively of greater value than the Limit of Indemnity then the Insured shall pay the difference and shall bear a rateable share of the loss accordingly.

15. **Building Works on an Adjoining Site**

The Insured shall give immediate notice to the Company in respect of subsidence, landslip, and ground heave.

In the event of building demolition or excavation operations being commenced on any adjoining site the Company shall have the right to vary or cancel the cover against loss caused by subsidence, landslip, and ground heave.

16. **Contracting Purchaser**

If at the time of loss the Insured has contracted to sell his interest in any of the Premises and the purchase has not been completed, the purchaser, upon completion of the purchase, if and to the extent the property is not otherwise insured against such loss by or on behalf of the purchaser, shall be entitled to benefit under Section 1 without prejudice to the rights and liabilities of the Insured and the Company until completion.

17. **Data and Media Basis of Valuation**

Should any electronic data or processing media insured by Section 1, 2 or 4 suffer physical loss or damage covered by this Policy then the basis of valuation shall be the cost of the blank media plus the cost of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering, or assembling such electronic data. If the media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank media. However, Sections 1, 2 and 4 do not insure any amount pertaining to the value of such electronic data to the Insured or any other party even if such electronic data cannot be recreated gathered or assembled.

18. **Deductibles**

All claims under Sections 1 to 5 of this Policy for loss arising out of any one occurrence, or series of losses arising out of one occurrence, shall be adjusted separately, and from the amount of each adjusted loss, the amount stated in the Schedule as the Deductible for the relevant Section shall be deducted after application of the terms, conditions, and provisions of this Policy including any condition of Average.

The Limits of Indemnity and Extension Limits of Indemnity are inclusive of the Deductible

19. **Departmental**

In respect of Section 2, if the Business be conducted in departments the independent trading results for which are ascertainable the provisions of clauses (a) and (b) of Item 1. Gross Profit including Increase in Cost of Working – Declaration Linked Basis / Gross Revenue including Increase in Cost of Working – Declaration Basis shall apply separately to each department affected by the Incident.

20. **Designation**

For the purpose of determining the Item under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books.

21. **Explosion**

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

22. **Fire Break Doors and Shutters**

It shall be a condition precedent to liability under Sections 1, 2 and 4 that all fire break doors and shutters be kept closed except during working hours and maintained in an efficient working order.

23. **Fire Extinguishing Appliances**

It shall be a condition precedent to liability under Sections 1, 2 and 4 that the Insured or persons acting on behalf of the Insured shall ensure that:

- (a) approved fire extinguishing appliances are on the Premises; and
- (b) an inspection of the appliances be made every week to ensure they are in proper working order and any faults discovered are to be remedied immediately.

Provided this Section shall not be invalidated by any defect in any of the said appliances due to circumstances unknown to, or beyond the control of, the Insured.

24. Goods in Transit - Bailee

Section 5 shall not inure directly or indirectly to the benefit of any carrier nor without the affirmative consent of the Insured to the benefit of any other bailee. The Insured may accept without prejudice to Section 5 the ordinary or released value of Bills of Lading of carriers as provided in their tariffs otherwise the Insured agrees not to enter into any special agreements with carriers or bailees releasing them from their common law or statutory liability. The Company shall not be liable for any loss which without its written consent has been settled or compromised by the Insured.

25. Goods in Transit - Cancellation

Cancellation of Section 5 does not prejudice any risk in Transit on the effective date of cancellation.

26. Goods in Transit - Component Parts

Under Section 5 when the Goods include a machine consisting of several parts then in respect of loss to any part of such machine the Company shall be liable only for the proportion of the value of the part lost or damaged or, at the Company's option, for the cost and expense (including labour and forwarding charges) of replacing or repairing the lost or damaged part but in no event shall the Company be liable for more than the value of the complete machine.

27. Goods in Transit - Reconditioning Labels

Under Section 5 in the case of damage affecting labels, capsules, or wrappers the Company shall not be liable for more than an amount sufficient to pay the cost of reconditioning the Goods but in no event shall the Company be liable for more than the insured value of the damaged merchandise.

28. Goods in Transit - Valuation

Under Section 5 the valuation of the Goods shall be the actual invoice cost including prepaid freight and any costs and charges since shipment and all claims under this Section shall be paid on this basis. If there is no invoice the valuation of the Goods shall be the actual cash market value of the Goods on the date of loss.

29. Goods in Transit - Vehicles

It shall be a condition precedent to liability under Section 5 that any vehicle and/or trailer left unattended whilst loaded

- (a) has all doors, windows, and other points of access, closed and securely locked, any security devices activated, and all keys to doors, ignition, or other services removed;
- (b) the vehicle and/or trailer is in a securely locked building or locked compound between the hours of 8pm to 6am.

30. Money

It shall be a condition precedent to liability under Section 3 that:

- (a) all protections and procedures for the safety of Money whilst in the Premises undertaken at the request of the Company are maintained and operated;
- (b) the keys for all protections, and any safes containing Money, are removed from the Premises out of Business Hours;
- (c) Money carryings are accompanied by the undernoted number of able bodied adults and distributed equally during Transit and until disbursement:
 - i. up to €2,500 1 able bodied adult
 - ii. between €2,501 to €5,000 2 able bodied adults
 - iii. between €5,001 to €7,500 3 able bodied adults
 - iv. between €7,501 to €10,000 4 able bodied adults
 - v. Over €10,000 by a specialist Security Carrier as agreed with the Company
- (d) the times of Transit, routes and conveyances used shall be varied as far as possible.

31. Payments on Account

Under Section 2 the Company will at the option of the Insured make monthly payments on account during the Indemnity Period.

32. Personal Accident Assault

Under Section 3:

- (a) (i) Compensation shall not be payable under more than one of the Benefits in connection with the same accident;

- (ii) on the happening of any Assault Injury this Section shall thereafter cease to apply to the Insured Person;
 - (iii) Permanent Total Disablement shall have lasted 104 weeks before Benefit 6 becomes payable;
 - (iv) the weekly rate provided by Benefit 7 as stated in The Schedule shall not exceed the rate of the pre-accident weekly earnings of the Insured Person;
 - (v) no sum payable under this Section shall carry interest;
 - (vi) no benefit shall be payable due solely to inability to take part in sports or pastimes.
- (b) Any certificates, information, and evidence required by the Company shall be furnished free of expense in the form described by the Company. The Insured Person shall as often as required submit to medical examination on behalf of, and at the expense of, the Company in connection with any claim.

33. Professional Accountants

Any particulars or details contained in the Insured's books of account or other business books, records, or documents, which may be required by the Company under the Claims Conditions applicable to Sections 1 to 5 for the purpose of investigating or verifying any claim under any of those Sections, may be produced by professional accountants or auditors if at the time they are regularly acting as such for the 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 Insured the reasonable charges payable by the Insured to their professional accountants or auditors for producing such particulars or details or any other proof, information, or evidence, as may be required by the Company and reporting that such particulars or details are in accordance with the Insured's books of account or other business books, records, or documents.

34. Reinstatement

If the Company elects or becomes bound to reinstate any Property Insured, the Insured shall at their own expense produce and give to the Company all such plans, documents, books, and information as the Company may reasonably require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the Items shown in The Schedule more than the Limit of Indemnity stated.

35. Security Protections

It shall be a condition precedent to liability under Sections 1, 2 and 4 that the Insured shall comply with the following provisions in respect of any intruder alarm installed at the Premises:

- (a) it is regularly and efficiently maintained under a maintenance contract with an alarm company;
- (b) it is brought into full and effective operation whenever the Premises are closed for business;
- (c) the alarm company is immediately advised of any apparent defect in the intruder alarm;
- (d) the Company is notified immediately and in writing if the Insured receives written notification from a police authority warning of possible or intended withdrawal of response to calls from the intruder alarm;
- (e) the agreement of the Company is obtained in writing before replacing, extending, or otherwise altering the intruder alarm;
- (f) whenever the Premises are left unattended the Insured shall ensure that:
 - i. all locks, bolts, and other protective devices are in full operation;
 - ii. details of any codes used for the operation of the intruder alarm and all keys to the intruder alarm shall be either removed from the Premises or placed within a locked safe or strong room, the keys to which are themselves removed from the Premises.

36. 72 Hour Clause

All claims for loss under Sections 1 and 2 arising from any one occurrence or series of occurrences shall be adjusted as one claim and the Deductible shall be deducted from each claim for the Defined Perils listed below.

The duration of any one occurrence shall be limited to 72 consecutive hours in respect of:

- (a) earthquake;
- (b) storm or flood;
- (c) bursting, overflowing, discharging, or leaking of water tanks, apparatus, or pipes;
- (d) sprinkler leakage.

Provided that the Company shall not be liable for any loss arising from Damage occurring before the effective date and time of this Policy nor for any occurring after the expiration date of this Policy.

37. Uninsured Standing Charges

If any standing charges of the Business are not insured by Section 2 having been deducted in arriving at the Gross Profit, then in computing the amount recoverable hereunder as increase in cost of working, that proportion of any additional expenditure shall be brought into account as the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges.

38. **Unoccupied Buildings**

Unoccupied Buildings shall not be covered under Section 1 unless:

- (a) notice in writing is given to the Company that the Buildings are unoccupied and payment of additional premium is made if requested by the Company;
- (b) the Insured ensures all doors and windows are fitted with good quality locks and are secured at all times;
- (c) the Insured properly maintains perimeter fences, walls and gates;
- (d) the Insured bricks up or boards over all unnecessary doors, windows, and other openings at first and ground floor levels;
- (e) the Insured or their appointed representative inspects the Premises internally and externally weekly;
- (f) the Insured removes all combustible materials from inside and around the Buildings and ensures that vegetation is kept under control; and
- (g) the Insured disconnects the gas, electricity and water services leaving only the central suppliers for security alarms and the like.

39. **Value Added Tax**

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

CONDITIONS APPLICABLE TO LIABILITY SECTIONS

40. **Alteration of Risk**

The Insured shall give to the Company immediate written notice of any alteration which materially affects the risk insured.

Where the alteration represents a change to the Business, the Company shall have the right to accept or deny coverage at the time of notification, to establish separate rate(s) and premium and, if appropriate, separate terms to provide coverage for any such change.

41. **Self-Insured Retention**

The Self-Insured Retention shall be subject to the following provisions:

- (a) Where the Company has incurred expenditure in the defence and/or settlement of any claim the Self-Insured Retention shall be payable in whole or in part:
 - i. at any stage when in respect of a claim or Event sums have been paid in respect of damages, claimant's and/or defence costs, and loss adjusting expenses; or
 - ii. at the settlement or closure of any claim; or
 - iii. where at its own discretion the Company so requires.
- (b) The Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the Self-Insured Retention to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured shall immediately reimburse the Company for the payment.
- (c) The terms of Sections 6 to 8, including without limitation those governing the Company's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the Self-Insured Retention.

CLAIMS CONDITIONS

42. Alternative dispute resolution under Sections 6 to 8

All matters in dispute between the insured and the insurer arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Irish Commercial Mediation Association ('ICMA') for the appointment of a mediator. The parties shall share equally the costs of ICMA and of the mediator and that the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

If any dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined by a sole arbitrator to be appointed in default of agreement between the parties by the President for the time being of the Incorporated Law Society of Ireland whose determination will be made as an arbitrator and be binding upon the parties.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the disputes prevents such continued performance of those obligations.

If any such dispute is not resolved by arbitration or the parties cannot agree upon the appointment of an arbitrator the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court of Ireland.

43. Claims Control under Sections 6 to 8

The Company shall be entitled, at its own discretion, to take over and conduct in the name of the Insured the defence or settlement of any claim under Sections 6 to 8, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

44. Claims Co-operation under Sections 6 to 8

It shall be a condition precedent to liability under Sections 6 to 8 that the Insured, as regards circumstances of which the Insured is aware may give rise to any claim(s) against the Insured, shall:

- (a) provide the Claims Manager or, if the Claims Manager or the Company so requires, the Company, with such particulars and information as either may require, immediately on request;

- (b) forward to the Claims Manager or, if the Claims Manager or the Company so requires, to the Company, any communication, court process or documentation, or any other documents received relating to such circumstance(s) or claim(s) immediately on receipt;
- (c) give to the Claims Manager or, if the Claims Manager or the Company so requires, to the Company, all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company's legal representatives;
- (d) make no admission of liability, payment, offer or promise of payment, or indemnity, or waiver of subrogation, without the written consent of the Claims Manager or the Company.

45. Claims Notification under Sections 6 to 8

It shall be a condition precedent to liability under Sections 6 to 8 that the Insured shall:

- (a) as soon as reasonably practicable give written notice by email to the Claims Manager of any circumstance(s) that may give rise to a claim being made against the Insured, and for which there may be liability under this Policy;
- (b) immediately give written notice by email to the Claims Manager when a claim is actually made against the Insured (whether written or oral), and for which there may be liability under this Policy;
- (c) advise the Claims Manager in writing by email immediately the Insured has knowledge of any impending prosecution, inquest, or fatal accident inquiry, in connection with any circumstance(s) or claim(s) notified under (a) or (b).

46. Contribution and Other Insurances

- (a) If at the time of loss there may be any other insurance effected by or on behalf of the Insured applicable to such loss, the liability of the Company under any of Sections 1 to 5 shall be limited to its ratable proportion of such loss.

If any such other insurance shall be subject to any condition of average Sections 1 to 5 of this Policy, if not already subject to any condition of average, shall be subject to average in like manner.

If any such other insurance effected by or on behalf of the Insured is expressed to cover any of the Property Insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole, or in part, or from contributing ratably to the loss, the liability of the Company shall be limited to such proportion of the loss as the relevant Limit of Indemnity under this Policy bears to the value of the property.

- (b) If at the time of any claim(s) there is, or, but for the existence of the cover granted under any of Sections 6, 7 or 8 would be, any other policy of indemnity or insurance in favour of, or effected by or on behalf of, the Insured, applicable to such claim(s), the Company shall not be liable under Sections 6, 7 or 8 to indemnify the Insured in respect of such claim(s), except in respect of any amount in

excess of that which would be payable under such policy of indemnity or insurance had this Policy not been effected, subject always to the Limit of Indemnity.

47. Discharge of Liability under Sections 6 to 8

The Company may at any time, at its own discretion, pay to the Insured the Limit of Indemnity under Sections 6 to 8, or any lesser sums for which any claim(s) can be settled, and the Company, after the deduction of any sum(s) already paid in connection with such claim(s), shall not be under further liability, except for the payment of defence costs and expenses already agreed and incurred.

Provided that in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the Limit of Indemnity, the Company's liability by virtue of a judgement or settlement for such costs and expenses, shall not exceed an amount being in the same proportion as the Limit of Indemnity bears to the total payment made by or on behalf of the Insured in settlement of the claim(s).

48. Notice of loss under Sections 1 to 5

It shall be a condition precedent to liability under Sections 1 to 5 that in the event of any loss the Insured:

- (a) notifies the Claims Manager in writing by email as soon as reasonably practicable but, in any event, within 30 days of its happening, and within 7 days of its happening in the case of loss caused by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, or malicious persons; or within such additional time as the Claims Manager or the Company may in writing allow.
- (b) notifies the Police Authority immediately it becomes evident that any loss has been caused by malicious persons or theft or any attempt thereat.
- (c) carries out and permits to be taken any action which may be reasonably practicable to prevent further loss.
- (d) delivers to the Claims Manager or, if the Claims Manager or the Company so requires, to the Company, at the Insured's expense:
 - i. full information in writing of the property Damaged and of the amount of loss;
 - ii. details of any other insurances on any Property Insured within 30 days after such loss, and within 7 days in the case of loss caused by riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances, or malicious persons; or within such additional time as the Claims Manager or the Company may in writing allow;
 - iii. all such proof and information relating to the loss as the Claims Manager or the Company may reasonably require;
 - iv. if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

(e) shall, under Section 2 Business Interruption, at their own expense:

- i. with due diligence carry out and permit to be taken any action which may reasonably be practicable, to minimise or check any interruption or interference with the Business, or to avoid or diminish the loss;
- ii. not later than 30 days after the expiry of the Indemnity Period provide details of the claim and any other applicable insurances;
- iii. deliver to the Claims Manager or, if the Claims Manager or the Company so requires, to the Company, such books of account, and other business books, vouchers, invoices, balance sheets, and other documents, proof, information, explanation, and other evidence as may reasonably be required.

If the terms of this Condition have not been complied with

- A. no claim under Sections 1 to 5 of this Policy shall be payable; and
- B. any payment on account of the claim(s) already made, shall be repaid to the Company.

49. Offset of Premium under Sections 7 and 8

The Company shall be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under Sections 7 and 8 of this Policy, any sums owed to the Company by the Insured in respect of Premium(s) due under this Policy.

50. Subrogation

Where the Company is entitled to be subrogated in respect of any loss or liability, any claimant under this Policy shall, at the request and the expense of the Company allow to be done anything that may be necessary for the purpose of enforcing any such rights and remedies in order to obtain indemnity from other parties, whether before or after any payment by the Company.

51. Subrogation Waiver

The Company agrees to waive any rights, remedies, or relief to which it might become entitled by subrogation against:

- (a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Insured.
- (b) any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary.

52. The Company's Rights Following a Claim under Sections 1 to 5

On the happening of loss 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 loss 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. If the Insured shall hinder or obstruct the Company in doing any of the above mentioned acts then all benefit under this Policy shall be forfeited.

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

IMPORTANT THINGS YOU SHOULD KNOW

1. Important Information

Please read this policy document and the Schedule (including endorsements) very carefully. Together with the information you gave us in the Proposal Form / Statement of Fact and declarations that you have made, they form the contract of your Commercial Combined Policy. You should pay particular attention to the general exclusions, general conditions and any endorsements that apply.

Please tell your Insurance Broker immediately if you have any questions, if the cover does not meet your needs or if any part of your insurance documentation is incorrect.

2. Cooling-Off Period / Right To Cancel

You, the consumer, have the right to cancel this policy within 14 days of inception or renewal date without penalty and without giving any reason. To do this, you must advise Broker Solutions Ireland or your Insurance Broker. If you choose to cancel this policy during the Cooling-Off period and as long as you haven't made any claims, we will work out the premium for the period we have been insuring you and refund the balance.

We have the right to cancel the policy or any section or part of it by giving 14 days notice in writing by registered letter to Your last known address and return to You the amount of premium in respect of the unexpired Period of Insurance.

3. The Policy is underwritten by:

Surestone Insurance dac

Merrion Hall

Strand Road

Sandymount

Dublin 4

D04 P6C4

Telephone: +353 1 6601240

Surestone Insurance dac is regulated by the Central Bank of Ireland

4. The Policy is arranged by:

Munster Insurances & Financial Ltd t/Broker Solutions Ireland

Broker Solutions Ireland

62 O'Connell Street

Ennis

Co. Clare

Telephone: +353 65 6897899

Broker Solutions Ireland is regulated by the Central Bank of Ireland

5. Data Protection Notice

It is important that you read this Data Protection Notice or that someone explains it to you. The Notice must be shown to any party related to the insurance. It explains how we may use your details and tells you about the systems and registers that we and others have in place which allow us to detect and prevent fraudulent applications and claims. You must tell us about any incident (such as an accident, fire or theft) whether or not a claim is likely to result.

When you tell us about such an incident, information relating to it will be passed to the registers. We may search these databases when you apply for insurance, at renewal or in the event of an incident or a claim, to validate your claims history or that of any other person or property likely to be involved in the policy or claim. We may share information about you with other companies providing services to us.

6. Preventing and detecting fraudulent claims history

In order to prevent and detect insurance related fraud, we may do the following at any time:

- Share information about you with other Companies providing services to us.
- Check and/or file your details with fraud prevention agencies, registers and databases and if you give us false or inaccurate information/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

If you have any queries or would like more information about Data Protection, please write to the:

Office of Data Protection Commissioners Canal House

Station Road

Portarlinton

Co. Laois

Email: info@dataprotection.ie

Under the Data Protection Acts 1988 and 2003 of Ireland, you are entitled, if you pay a fee, to receive a copy of the information we hold about you.

7. The law which applies to the contract

Under European law and the law of the Republic of Ireland, you and we can choose the law which will apply to this contract. We propose that the law of the Republic of Ireland will apply.

8. Complaints Policy

1) Complaints Policy - All Policy Sections

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong.

We will do our best to deal with your complaint as effectively and quickly as possible.

We will acknowledge each complaint on paper or another durable medium within 5 days of the complaint being received.

We will provide you with the name of one or more individuals to be your point of contact in relation to the complaint until it is resolved or cannot be progressed further.

We will provide you with regular updates on the progress of the investigation of a complaint at intervals of not less than 20 business days starting from the date on which the complaint was made.

We will attempt to investigate and resolve a complaint within 40 business days of having received the complaint.

Any telephone calls made in connection with this policy may be monitored or recorded to assist with staff training and for quality control.

Where 40 days have elapsed and the complaint is not resolved, you can contact the relevant Financial Services Ombudsman Bureau.

Step 1	If you arranged your cover through an agent or adviser, please send your complaint to them.
Step 2	If your complaint is not sorted out to your satisfaction, please contact: Customer Services Team Broker Solutions Ireland 62 O'Connell Street, Ennis, Co. Clare Tel: +353 65 689 7899 Email: enquiries@bsirl.ie Web: www.munstergroup.com
Step 3	If for some reason you are not happy with how Broker Solutions Ireland has dealt with your complaint please then contact the following. Customer Relations Manager Surestone Insurance dac Merrion Hall Strand Road Sandymount Dublin 4 D04 P6C4 Tel: <u>+353 1 6601240</u> Email: enquiries@surestoneinsurance.ie
Step 4	If you are still unhappy and: Your complaint relates to the sales or administration of your policy, then contact: The Financial Services Ombudsman Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. LoCall: 1890 88 20 90 Phone: 01 662 0899 Fax: 01 662 0890 E-mail: enquiries@financialombudsman.ie Web: www.financialombudsman.ie

9. Insurance Act 1936 (Section 93)

All money which is paid or may be paid by us to you under this policy will be paid in The Republic of Ireland.

10. Stamp Duties Consolidation Act 1999

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

Broker Solutions Ireland Commercial Combined Policy is underwritten by Surestone Insurance dac regulated by the Central Bank of Ireland. Munster Insurances & Financial Ltd. t/a Broker Solutions Ireland is regulated by the Central Bank of Ireland