

policy document

EDUCATION INSURANCE



Republic of Ireland

Version 1

Contents

Introduction	3
– Claims enquiries	3
– Policy information	3
Helplines	4
Information services	5
Preamble	6
General definitions	7
General exclusions	8
General conditions	10
Claims conditions	13
General memorandum	16
Security requirements	17
Sections of the policy	
(each section is operative only if shown as insured in the schedule)	
Section 1 – Property damage	19
Section 2 – Property damage plus	34
Section 3 – Equipment breakdown	36
Section 4 – Business interruption	41
Section 5 – Liabilities	51
Section 6 – Legal expenses	62
Section 7 – Money with assault extension	70
Section 8 – Personal accident	74
Section 9 – Professional indemnity	77
General information	81
– Complaints procedure	81
– The Financial Services Compensation Scheme (FSCS)	81

Introduction (not forming part of the policy)

Claims enquiries

For claims other than legal expenses claims

If you wish to report a new claim, the service is available 24 hours a day, 7 days a week.

For enquiries about existing claims, the service is available from Monday to Friday 9am to 5pm.

The claims service number is

01 619 0300

Email irelandclaims@ecclesiastical.com

For legal expenses claims

If you wish to report a new legal expenses claim or discuss an existing claim please call

**DAS Legal Expenses Insurance
Company Limited**

01 670 7470

For all claims

The actions to be taken by the Insured in the event of any incident which may give rise to a claim are shown in the Claims conditions on pages 13, 14 and 15.

Policy information

Please read this policy carefully to ensure it meets your requirements.

The policy consists of

This policy document which contains:

The general policy Preamble, Definitions, Exclusions, Conditions, Requirements and Memorandum which incorporate definitions and terms that apply to the whole policy.

Individual sections numbered 1–9 as shown in the table of contents, each setting out the terms relating to that section and the definitions used specifically in that section. All the sections available are shown but you must check your policy schedule (see below) to see which sections are included.

The policy schedule

This shows those things that are individual to your insurance e.g. the identity of the Insured, the business being covered, the period of insurance, the sections in force, the covers you have chosen to include, the limits that apply and any special clauses.

At renewal we may send you a further document called 'Updates to your Policy' – this shows changes to the policy document. Please retain these 'Updates to your Policy' notices, plus the latest schedule, with your policy document.

Helplines and information services

(not forming part of the policy)

The helpline services described below have been arranged by us for the benefit of our policyholders.

These helplines are manned 24 hours a day 365 days a year.

When telephoning these services please make sure that you are able to give your policy number. This can be found on the policy schedule.

The following are provided by DAS Legal Expenses Insurance Company Limited (DAS).

To help them check and improve their services all calls (except those related to counselling) are recorded.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control.

Please **DO NOT** telephone DAS to report a general insurance claim. Call your broker or Ecclesiastical.

Business assistance

1850 670 747

In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder.

You are responsible for paying contractors' fees, but if the damage is covered under your policy you will be able to submit a claim in the normal way.

Commercial legal advice

1850 670 747

DAS will provide legal advice on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Counselling

1850 670 407

DAS will provide all employees of the policyholder (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone, including where appropriate, onward referral to relevant voluntary and/or professional services.

Health and medical information services

1890 254 164

DAS will give an insured person information over the phone on health and fitness and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

Employment manual

The DAS Employment manual offers comprehensive, up-to-date guidance on rapidly changing employment law.

To view the Employment manual please visit the DAS website at www.das.ie

From the Home Page click on the Employment manual icon. All the sections of this web-based document can be printed off for your own use.

When asked for your policy number, please insert your Ecclesiastical policy number prefixed with EIG and the password is eig15405

Education Insurance

Preamble

The Ecclesiastical Insurance Office plc (the Company) and the Insured named in the schedule agree that

- (1) the application or proposal form or any other information supplied shall be incorporated into the contract
- (2) this policy document the schedule (including any replacement schedule) and any endorsement shall together form the policy and be considered as one document
- (3) the Insured will pay the premium
- (4) the Company will subject to the terms and conditions of this policy provide insurance under the sections specified in the schedule during the period of insurance or any subsequent period for which the Insured shall pay and the Company shall accept the renewal premium
- (5) this policy shall be governed by and construed in accordance with the law of the Republic of Ireland

Insurance Act 1936

All moneys which become payable by the Company under the policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1

General definitions

Each time any of the following words or phrases appear in this booklet in **bold italic** type (or in capital letters in the Schedule) they will take the specific meaning shown below unless more specifically defined under each individual policy section

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Asbestos

means asbestos asbestos fibres or any derivatives of asbestos including any product containing any asbestos asbestos fibres or any derivatives of asbestos

Authorised volunteer(s)

means voluntary workers normally resident in the **geographical limits** acting under **your** authority whilst engaged in **your business**

Business

means the business of the **Insured** as stated in the schedule

Company / we / our / us

means Ecclesiastical Insurance Office plc

Damage

means physical loss destruction or damage

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Denial of service attack

means 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

This includes but is 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

Excess

means the first amount of each and every loss

(after applying an adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

Geographical limits

means Republic of Ireland Northern Ireland England Scotland Wales the Channel Islands and the Isle of Man

Hacking

means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether **your** property or not

Insured / you / your

means the School the Trustees of the School the School Board of Management the Directors the Patron the Diocesan Board of Education as described in the schedule of this policy

Premises

means that part of the premises at the addresses shown in the schedule owned or occupied by **you** in connection with the **business**

Terrorism

means 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 acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear

Unoccupied

means unoccupied or untenanted or not in use for a period of more than 60 days (other than in connection with normal vacations)

Virus or similar mechanism

means 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

This includes but is not limited to Trojan horses worms and logic bombs

General exclusions

This policy does not cover

1 Excess

any **excess** shown in the schedule

2 Other insurances

property more specifically insured under another policy

3 Radioactive contamination

- (a) **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Exclusion 3 does not apply to the Personal accident section

4 War risks

any contingency liability or **damage** occasioned by or happening through war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil commotion assuming proportions of or amounting to a popular rising civil war military rising mutiny rebellion revolution insurrection military or usurped power or martial law

5 Sonic bangs

damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

6 Date recognition

any consequential or other loss costs and expenses and any legal liability accidental bodily injury or **damage** to property directly or indirectly caused by or contributed to by or consisting of or in any way relating to or connected with the failure or possible failure of any **computer**

- (a) correctly to recognise any date as its true calendar date
- (b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any **computer** being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **defined peril**

Definitions specific to exclusion 6

Computer

means computer or other equipment media or system (or any part of them) for processing storing or retrieving data to include without limitation any microchip integrated circuit or similar device or any computer software

Defined peril

means any of the insured events specified in any section(s) of this policy insuring property excepting

- (a) Section 3 Equipment breakdown
- (b) accidental loss destruction or damage and
- (c) causes excluded from these insured events

Exclusion 6 does not apply to the assault extension of the Money section and the Personal accident section

7 Terrorism

any claim directly or indirectly caused by resulting from or in connection with **terrorism** regardless of any other contributory cause

This insurance also excludes any claim directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to **terrorism**

If **we** allege that by reason of this exclusion any claim is not covered by this policy the burden of proving the contrary shall be upon **you**

General conditions

1 Misrepresentation and misdescription

This policy shall be voidable in the event of a material misrepresentation misdescription or non-disclosure

2 Precedents to liability

The due observance and fulfilment of the terms of this policy in so far as they relate to anything to be done or complied with by **you** shall be conditions precedent to any liability of the **Company** to make any payment under this policy

3 Reasonable care

You shall take all reasonable precautions to prevent **damage** accident illness and disease and shall exercise reasonable care in seeing that all statutory and other obligations and regulations are duly observed and complied with and shall maintain the **premises** and works machinery and plant in sound condition

If any defect is discovered by complaint or otherwise **you** shall take immediate steps to remedy the same and in the meantime shall cause such temporary precautions to be taken as the circumstances may require

4 Unoccupied buildings

When a building or part of a building insured by this policy becomes **unoccupied** or when an **unoccupied** building or part of a building is again occupied it is a condition of this policy that immediate notice is given to **us**

Upon any alteration as described above **we** shall be entitled to cancel the policy or impose special terms or charge an additional premium but in any event from the time of alteration until **we** advise **you** of **our** decision the insurance by the Property damage section in respect of any **unoccupied** building is restricted to Insurable event 1 Fire lightning and explosion and Insurable event 2 Aircraft

5 Alteration of risk

If after the commencement of the insurance there is any alteration of the risk

- (a) whereby the risk of **damage** accident or liability is increased
- (b) whereby the **premises** are undergoing major structural alterations or major repair (that does not include where workmen are allowed on the **premises** to carry out minor repairs alterations or general maintenance not involving external scaffolding)
- (c) whereby **your** interest ceases except by will or operation of law
- (d) whereby an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement
- (e) by any other material change in use of the **premises**

it is a condition of this policy that immediate notice is given to **us**

Upon any alteration as described above **we** shall be entitled to cancel the policy from the date of such alteration or impose special terms or charge an additional premium

6 Warranties

Every warranty to which the property or risk insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy and non-compliance with any such warranty in so far as it increases the risk of **damage** shall be a bar to any claim in respect of such **damage**

7 Multiple insurances

(a) All sections

except Equipment breakdown Liabilities
Legal expenses Money with assault
extension Personal accident and
Professional indemnity

If at the time any claim arises under this policy there are any other insurances in force covering the same **damage** or liability **we** shall not be liable for more than **our** rateable proportion and if such other insurance is subject to any condition of underinsurance this policy if not already subject to any condition of underinsurance shall be subject to that condition of underinsurance in like manner

(b) Equipment breakdown Liabilities Legal expenses Money and Professional indemnity sections

(apart from the assault extension)

If at the time of any claim arising under this policy **you** are or would but for the existence of this policy be entitled to indemnity under any other policy or policies **we** shall not be liable except in respect of any additional amount beyond the amount which would have been payable under such other policy or policies had this insurance not been effected

(c) Personal accident section and the assault extension of the Money section

Irrespective of the number of policies issued by **us** which provide cover to an insured person **we** shall not pay personal accident benefits under more than one policy for any one occurrence
The policy which provides the greatest benefit shall apply

8 Fraudulent claims

If any claim upon this policy be in any respect fraudulent or if fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain benefit under this policy or if any **damage** is occasioned by **your** wilful act or with **your** connivance all benefit under this policy shall be forfeited

9 Arbitration

If any difference shall arise under this policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time

Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**

Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned

10 Cancellation

In circumstances other than any alteration of risk (see condition 5) **we** may cancel the policy or any section of it by sending seven days' notice by recorded delivery to **you** at **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover

11 Adjustment of premium

If any part of the premium has been calculated on estimates **you** shall within 30 days from the expiry of each period of insurance furnish to **us** such information as **we** may require and the premium for such period shall be adjusted and the difference paid by or allowed to **you** subject to any minimum premium

12 Long term agreement

Where shown in the schedule that a discount of premium is allowed in consideration of **you** having made an agreement to offer annually certain insurances under this policy on the terms in force at the expiry of each period of insurance and to pay the premium annually in advance it is understood that

- (a) **we** shall be under no obligation to accept an offer made in accordance with the above mentioned agreement
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or variation in the **business**

This agreement shall apply to any policy or policies which may be issued by **us** in substitution for this policy and the same discount shall be allowed from the corresponding premium for any substituted policy or policies issued by **us**

Claims conditions

Your duties

On the happening of any incident which may give rise to a claim **you** shall

1 General

All sections other than
Legal expenses

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) inform the Gardaí immediately if the **damage** is caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
- (c) notify **us** immediately
- (d) at **our** request and at **our** expense do or allow to be done everything reasonably required by **us** for the purpose of making any recoveries from other parties (whom **we** would be entitled to pursue upon settlement of **your** claim) whether such action is necessary before or after **we** pay **your** claim under the policy

2 Property damage Property damage plus Equipment breakdown and Money sections

excluding the Money
assault extension

- (a) within 30 days or such further time as **we** may in writing allow deliver to **us** a written claim providing at **your** own expense all details proofs and information regarding the cause and amount of the **damage** as **we** may reasonably require together with details of any other insurances on any property insured by this policy and (if demanded) a statutory declaration of the truth of the claim and of any related matters
No claim under these sections shall be payable unless the terms of this condition have been complied with
- (b) if **we** elect or become bound to reinstate or replace any property produce at **your** own expense and give to **us** all such plans documents and information as **we** may reasonably require

However **we** shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured

3 Business interruption section

within 30 days after the expiry of the indemnity period or within such further time as **we** may in writing allow at **your** own expense deliver to **us** a statement setting out particulars of the claim together with details of all other insurances covering any part of the **damage** or resulting business interruption

You shall at **your** own expense also provide **us** with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanations and other evidence as may reasonably be required by **us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claim and of any related matters

No claim under this section shall be payable unless the terms of this condition have been complied with and in the event of non-compliance any payment on account of the claim already made by **us** shall be repaid to **us**

4 Liabilities section

- (a) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (b) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement and advise **us** in writing as soon as **you** have any knowledge of any impending prosecution inquest or fatal injury inquiry in connection with that event

5 Legal expenses section

as described in the Legal expenses section of the policy

6 Personal accident section and the assault extension of the Money section

- (a) at **your** own expense provide all certificates information and evidence as required by and in the form prescribed by **us**
- (b) arrange for the insured person to undergo medical examination by the **Company's** medical practitioner as often as required at **our** expense

7 Professional indemnity section

- (a) give written notice to **us** (regardless of the uninsured excess) as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a claim irrespective of **your** views as to the validity of the claim or on receiving information of a claim for which there may be liability under this section Any claim arising from such circumstances shall be deemed to have been made in the period of insurance in which such notice has been given
- (b) forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement
- (c) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (d) give all such assistance as **we** may require but **you** shall not be required to contest any legal proceedings unless a Senior Counsel (or by mutual agreement between **you** and **us** a similar authority) shall advise that such proceedings could be contested with the probability of success

Our rights

1 All sections

except Legal expenses the assault extension of the Money section and Personal accident

- (a) **We** may start take over defend and conduct any legal action in **your** name or prosecute in **your** name for **our** benefit any claim for indemnity or damages and shall have full discretion in the conduct and settlement of any such action
- (b) **We** may enter any building where **damage** has occurred and take possession of the building and take and keep possession of any property insured by this policy but **you** may not abandon property to **us**

This policy shall be proof that **you** have given **us** authority to exercise **our** rights under this condition

2 Liabilities and Professional indemnity sections

We may at any time pay to **you** the limit of indemnity

- (a) in the case of Employers' liability or Prosecution defence cost or Professional indemnity claims after deduction of any sum or sums already paid or incurred

- (b) in the case of Public and products liability claims after deduction of any sum or sums already paid or incurred as damages

or any less amount for which at **our** discretion any claim or claims can be settled and **we** will then relinquish control of any such claim and be under no further liability except that in respect of any Public and products liability claim (other than any claim originating from within the legal jurisdiction of the United States of America or Canada) **we** will also pay any legal costs incurred prior to the date of such payment

3 Legal expenses section

As described in the Legal expenses section of the policy

4 Personal accident section and the assault extension of the Money section

We shall in the event of death of any insured person be entitled to have a post mortem at **our** expense

General memorandum

1 Designation

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

Security requirements

1 Protection condition

It is a condition precedent to liability in respect of **damage** at or to the **premises** caused by theft or attempted theft that all locks bolts and other protective devices (except intruder alarms) fitted to the **premises** be brought into use whenever the **premises** are closed for business and are not attended by **you** or an authorised person for the purpose of the **business**

In this condition the words 'business portion of the **premises**' are deemed to be substituted for '**premises**' when part of the **premises** is occupied residentially by **you** or an authorised person

2 Intruder alarm condition

applicable only if shown as operative in the schedule

In respect of **damage** due to or arising from theft or attempted theft at the **premises** it is a condition precedent to liability under this policy that an **intruder alarm system** is installed at the **premises** and that

- (a) the **intruder alarm system** shall be installed in accordance with the specification agreed in writing by **us** and no alteration or variation of the system or any structural alteration to the **premises** which would affect the system shall be made without **our** written consent
- (b) the **intruder alarm system** shall be maintained in full and efficient working order at all times and be serviced under a maintenance contract approved by **us** and immediate notice of any apparent defect in the **intruder alarm system** or its signalling shall be given to the maintenance contractor
- (c) the **intruder alarm system** shall be tested and set whenever the alarmed portion of the **premises** is closed for business and is not attended by **you** or any person authorised by **you** to be responsible for the security of the **premises** provided that any detection devices and their circuits connected for continuous protection shall be fully operative at all times
- (d) all keys including duplicate keys and notes of combination locks/electronic pass codes letters and numbers relative to the **intruder alarm system** shall be removed from the buildings of the **premises** whenever they are closed for business and are left unattended provided that at such times if part of the **premises** is occupied residentially by **you** or an authorised employee the said keys shall be removed from the business portion of the **premises** to the part occupied residentially
- (e) immediate advice shall be given to **us** of any notice from the Gardaí or a security organisation that **intruder alarm system** signals may be or will be disregarded
- (f) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the alarm company and Gardaí
- (g) in the event of notification of any activation of the **intruder alarm system** or interruption of the means of communication during any period that the **intruder alarm system** is set a **keyholder** shall attend the **premises** within 20 minutes
- (h) in the event of **you** receiving any notification
 - (i) that Gardaí attendance in response to alarm signals/calls from an **intruder alarm system** may be withdrawn or the level of response reduced or delayed

- (ii) from a local authority or district court or court of higher jurisdiction imposing any requirement for abatement of a nuisance
- (iii) that the **intruder alarm system** cannot be returned to or maintained in full working order

you shall advise **us** as soon as possible and in any event not later than 10:00am on **our** next working day and comply with any subsequent requirements stipulated by **us**

Definitions specific to condition 2

Intruder alarm system

means the component parts including the means of communication used to transmit signals

Keyholder(s)

means **you** or any person or keyholding company authorised by **you** who is available at all times to accept notification of faults or alarm signals relating to the **intruder alarm system** and attend and allow access to the **premises**

1 Property damage

The schedule will show if this section applies

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Boats

means

- (a) Sailing vessels less than nine metres in length or manually propelled craft or
- (b) powered watercraft less than nine metres in length overall and designed to produce a maximum speed of less than 30 knots and their associated equipment

Buildings

means the buildings of the **premises** including landlord's fixtures and fittings outbuildings walls gates and fences piping ducting cables wires and associated control gear and accessories on the **premises** and extending to the public mains but only to the extent of the **Insured's** responsibility fixed aerials and satellite dishes yards car parks roads and pavements storage tanks artificial playing surfaces swimming pools and associated apparatus

For private dwelling houses the definition of buildings is amended to read any private dwelling house including garages and outbuildings permanent fixtures and fittings swimming pools tennis courts paths drives terraces patios walls fences hedges and gates all within the boundaries of the land belonging to the private dwelling and used solely for domestic purposes

Unless stated otherwise buildings are brick stone or concrete built and roofed with slates tiles concrete metal asphalt or sheets or slabs composed of incombustible mineral ingredients and exclude land piers jetties bridges culverts and excavations

Contents

means furniture plant machinery instruments equipment furnishings fixtures fittings utensils consumable stores and all other contents including

- (a) tenants improvements alterations and decorations
- (b) documents manuscripts and business books for the cost of materials and of clerical labour in reproducing them
- (c) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to **you** of the information contained therein for an amount not exceeding 5% of the sum insured by the item on contents

all belonging to **you** or for which **you** are legally responsible and contained in the **premises** and elsewhere as stated

excluding

- (i) landlord's fixtures and fittings
- (ii) cash or money instruments of any description whether negotiable or non-negotiable
- (iii) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (iv) any living creatures trees shrubs plants or other vegetation
- (v) explosives
- (vi) any property more specifically insured

Groundsmen's equipment

means groundsmen's machines and equipment in the grounds and playing fields of the **premises**

Insured event(s)

means any insurable event (from 1 Fire lightning and explosion to 18 Glass and sanitary fixtures) set out as included in the schedule to this policy

Item(s) insured

means the items insured as set out in the Property damage section of the schedule to this policy

Personal possessions

means the personal possessions of the persons shown in the schedule whilst contained in the **premises** or whilst such persons are away from the **premises** on organised educational trips up to the limit per person shown in the schedule

For this purpose 'personal possessions' means personal articles worn used or carried about the person including instruments sports and other equipment and tools for use in connection with **your business** but excluding

- (a) money securities and stamps
- (b) jewellery
- (c) articles of precious metal
- (d) furs
- (e) pedal cycles
- (f) property if and so far as it is otherwise insured

Cover

We will indemnify **you** (by payment up to the value of the **items insured** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **items insured** by any **insured event** (stated as insured in the schedule) happening during the period of insurance

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

Insurable events**1 Fire, lightning and explosion****Fire**

Fire (whether resulting from explosion or otherwise) not occasioned by or happening through

- (a) the property's own spontaneous fermentation or heating or its undergoing any process involving the application of heat
- (b) earthquake subterranean fire riot civil commotion

Lightning**Explosion**

Explosion excluding

- (a) **damage** in respect of and originating in any vessel machinery or apparatus or its contents belonging to **you** or under **your** control which is required to be examined to comply with any Statutory Regulations unless such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service
- (b) **damage** by fire resulting from explosion
- (c) **damage** consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to **you** or under **your** control

2 Aircraft

Aircraft and other aerial devices or articles dropped from them

3 Riot

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances excluding

- (a) **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
- (b) **damage** resulting from cessation of work
- (c) **damage** occurring in Northern Ireland

4 Malicious persons

Malicious persons not acting on behalf of or in connection with any political organisation excluding

- (a) **damage** occasioned by or happening through confiscation or destruction or requisition by order of the government or any public authority
- (b) **damage** resulting from cessation of work
- (c) **damage** occurring in Northern Ireland
- (d) **damage** by theft or attempted theft or by risks described in Insurable event 1 Fire lightning and explosion
- (e) **damage** to fences or gates or to moveable property in the open

5 Earthquake

6 Subterranean fire

7 Storm

Storm excluding

- (a) **damage** by
 - (i) the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam
 - (ii) inundation from the sea whether resulting from storm or otherwise
- (b) **damage** attributable solely to change in the water table level
- (c) **damage** by frost subsidence or landslip
- (d) **damage** to fences gates and moveable property in the open (other than **boats** and other moveable property provided for in Extension 14 of this section) and inflatable structures except where damaged by falling trees

8 Flood

Flood caused by

- (a) the escape of water from the normal confines of any natural or artificial water course (other than water tanks apparatus or pipes) or lake reservoir canal or dam
- (b) inundation from the sea

but excluding

- (i) **damage** attributable solely to change in the water table level
- (ii) **damage** by frost subsidence or landslip
- (iii) **damage** to fences gates and moveable property in the open (other than **boats** and other moveable property provided for in Extension 14 of this section)

9 Escape of water

Escape of water from any tank apparatus or pipe including **damage** to any water tank apparatus or pipe itself caused by freezing of water excluding **damage** by water discharged or leaking from an installation of automatic sprinklers

10 Impact

Impact with the property insured by any road or rail vehicle or animal

11 Falling trees

Falling trees other than as a result of felling lopping or topping

12 Falling aerials

Breakage or collapse of television and radio receiving aerials aerial fittings and masts satellite dishes and security equipment

13 Escape of oil

Escape of oil from any fixed oil-fired heating installation or storage tank including resultant loss of oil

14 Sprinkler leakage

Accidental escape of water from any automatic sprinkler installation in the **premises** not caused by explosion earthquake subterranean fire or heat caused by fire

15 Accidental damage

Any other accidental **damage** excluding

- (a) **damage** which is specifically included or excluded elsewhere under this section
- (b) **damage** to the property insured caused by or consisting of inherent vice latent defect gradual deterioration wear and tear its own faulty or defective design or materials faulty or defective workmanship but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded
- (c) **damage** caused by or consisting of corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects change in temperature colour flavour texture or finish
- (d) **damage** consisting of
 - (i) joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (ii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (e) **damage** caused by or consisting of
 - (i) acts of fraud or dishonesty
 - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (f) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (g) **damage**
 - (i) to a building or structure caused by its own collapse or cracking
 - (ii) in respect of moveable property in the open fences and gates by wind rain hail sleet snow or dust
 - (iii) to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair

16 Subsidence

Subsidence heave or landslip of the site on which the **premises** stand excluding **damage**

- (a) attributable solely to change in the water table level
- (b) to boundary walls gates fences piping ducting cables wires and associated control gear and accessories yards car parks roads and pavements storage tanks artificial playing surfaces and swimming pools unless also resulting in **damage** to a building insured under this policy
- (c) 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
- (d) caused by defective design or workmanship or the use of defective materials
- (e) caused by fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (f) which originated prior to the inception of cover
- (g) resulting from
 - (i) demolition construction structural alteration or repair of any property
 - (ii) groundworks or excavation at the same **premises**

Special condition applicable to insurable event 16

You shall notify **us** immediately **you** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site

We shall then have the right to vary these terms or cancel this cover

17 Theft or attempted theft

Theft or attempted theft whether or not involving entry to or exit from the **premises** by forcible or violent means excluding

- (a) moveable property in the open (other than **boats** and other moveable property provided for in Extension 14 of this section)
- (b) **damage** to the **buildings** as a result of theft or attempted theft

18 Glass and sanitary fixtures

Accidental breakage of any part of the exterior and interior glass sanitary fixtures or signs including the reasonable cost of

- (a) repairs to framework following breakage of the insured glass
- (b) necessary boarding-up pending replacement of the insured glass
- (c) in the case of multiple glazing the additional cost of re-creating vacuums or the purchase and installation of new sealed units
- (d) replacing any lettering painting or alarm foil on such glass

but excluding

- (i) **damage** to glass sanitary fixtures or signs already damaged at the commencement of the insurance
- (ii) disfiguration or **damage** to glass not extending through the entire thickness of the glass
- (iii) breakage of glass while not fixed
- (iv) breakage occasioned by or traceable to alterations to the **premises** or in the glass whereby the risk of breakage is increased
- (v) **damage** to bulbs or tubes unless the signs in which they are contained are damaged at the same time
- (vi) **damage** which is specifically mentioned elsewhere under this section

Extensions

The insurance by this section is extended to include the following

1 Non-invalidation

The cover by this section shall not be invalidated by any act or omission or any alteration whereby the risk of **damage** is increased unknown to **you** or beyond **your** control provided that **you** immediately on becoming aware of this give notice to **us** and pay an additional premium if required

2 Reinstatement of sum insured

not applicable to any limits
in the extensions to this section

In consideration of **your** agreement to pay such additional premium as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred

Provided that

- (a) **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured
- (b) in respect of **damage** by theft or attempted theft reinstatement will only apply subject to **you** completing any improvements to the security precautions at the **premises** that **we** may require and in any event reinstatement following theft or attempted theft will apply only once during each period of insurance

3 Fees

If the **buildings** are insured architects' surveyors' consulting engineers' and legal fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** by an **insured event** but not for preparing any claim it being understood that the amount payable for such **damage** and fees shall

not exceed in the aggregate the sum insured by each item

4 Removal of debris

Costs and expenses necessarily incurred by **you** with **our** consent in

- (a) removing debris
 - (b) dismantling and/or demolishing
 - (c) shoring up or propping
- of the portion or portions of the property insured by the said items destroyed or damaged by any **insured event** it being understood that the amount payable for such **damage** and costs incurred under (a) (b) and (c) shall not exceed in the aggregate the sum insured by each item

We will also pay the costs and expenses necessarily incurred by **you** with **our** consent in removing fallen trees within the grounds of the **premises**

Provided that

- (1) the trees have fallen as a result of an **insured event** and
- (2) the buildings of the **premises** are damaged by the same **insured event** occurring at the same time and a claim for this **damage** has been admitted by **us**

We will not pay for any costs or expenses

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

5 European Union and Public Authorities

If the **buildings** are insured such additional cost of reinstatement of the destroyed or damaged property as may be incurred solely by reason of the necessity to comply with the stipulations of

- (1) European Union legislation or
- (2) Local Authority building regulations or other statutory requirement (hereinafter referred to as 'the Stipulations')

excluding

- (a) the cost incurred in complying with the Stipulations
 - (i) in respect of **damage** occurring prior to the granting of this extension
 - (ii) in respect of **damage** not insured by this policy
 - (iii) under which notice has been served upon **you** prior to the happening of the **damage**
 - (iv) for which there is an existing requirement which has to be implemented within a given period
 - (v) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property lost destroyed or damaged
- (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
- (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with the Stipulations

Special conditions applicable to extension 5

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **damage** or within such further time as **we** may allow (during the said 12 months) and may be carried out upon another site (if the Stipulations so necessitate) subject to **our** liability under this extension not being thereby increased
- 2 If **our** liability under the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then **our** liability under this extension (in respect of any such item) shall be reduced in like proportion
- 3 The total amount recoverable under any item of the policy under this extension shall not exceed
 - (a) 15% of its sum insured
 - (b) where the sum insured by the item applies to property at more than one premises 15% of the total amount for which **we** would have been liable had the property insured by the item at the **premises** where **damage** has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the policy shall not exceed its sum insured
- 5 All the terms of this policy except in so far as they may be expressly varied shall apply as if they had been incorporated herein

6 Capital additions

Under the buildings and contents items

- (a) alterations and additions to the property insured but not in respect of any appreciation in value
- (b) newly acquired property so far as it is not otherwise insured anywhere in the **geographical limits**

Provided that

- (i) at any one situation this cover shall not exceed 10% of the total sum insured on such property or €1,000,000 in respect of both **buildings** and **contents** whichever is the less
- (ii) **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance thereon and pay such additional premium as may be required from inception of the cover

7 Spontaneous heating

Damage to coal coke or wood blocks by its own spontaneous fermentation heating or combustion

8 Emergency services

- (a) **Damage** caused by the emergency services to the grounds of the **premises** for which **you** are responsible
- (b) Charges levied against **you** by any local authority in respect of attendance by the fire brigade for the purpose of minimising a loss following **damage** by Insurable event 1 Fire lightning or explosion at the **premises**

Limit

€25,000 any one claim

9 Metered water

The additional metered water charges incurred by **you** arising from escape of water following **damage** to the water or heating systems located in or serving the **premises** provided **we** have accepted a claim for such **damage** to the system under this policy

Limit

€50,000 in any one period of insurance

10 Sale of the building

If the **buildings** are insured the interest of the purchaser in the insurance by this section for the period from the written offer and acceptance or exchange of contracts until completion of the sale is noted

Provided that

- (a) the **building** is not insured elsewhere for the benefit of the purchaser
- (b) the purchaser complies with and is bound by the terms of the policy

11 Property away from the premises

- (a) **Contents** are covered for the **insured events** whilst temporarily removed for cleaning renovation repair or other similar purposes to any premises and in transit to or from such locations within the **geographical limits**
- (b) **Contents** and **personal possessions** if insured are covered for the **insured events** whilst anywhere in the world in connection with organised educational trips
- (c) **Contents** are covered for the **insured events** whilst at the home of **your** employee or authorised representative or whilst at any exhibition and in transit between such locations within the **geographical limits**
- (d) **Boats** are covered for the **insured events** whilst in the custody of **you** or **your** employee or **your** authorised representative and whilst

- (i) on land being transported or used on the inland waterways of the **geographical limits** or within three miles of the coast or whilst
- (ii) temporarily elsewhere in the world on inland waterways or within three miles of any coast

The following is excluded from

- (b) and (c) above
- (i) **damage** due to theft attempted theft malicious persons or vandals whilst the property is contained in an unattended vehicle unless
 - (1) the motor vehicle is locked at all points of access and
 - (2) there are visible signs of forcible or violent entry to the vehicle and
 - (3) the property unless permanently fixed in position is out of sight in a locked compartment or locked boot within the vehicle
- (ii) property more specifically insured elsewhere

12 Damage to the buildings by theft

only applicable if Insurable event 17 Theft or attempted theft is operative

The insurance extends to include

- (a) If **buildings** are insured repairs to the **buildings** following theft of the fabric of the **buildings** excluding external metal up to €7,500 in any one period of insurance
- (b) If **buildings** are insured repairs to the **buildings** following theft of external metal up to €7,500 in any one period of insurance
- (c) If **contents** are insured **damage** to the **buildings** caused by theft or attempted theft of **contents** for an amount not exceeding €25,000 in any one period of insurance
- (d) **Damage** to property insured directly caused as a result of the entry of rainwater following the theft of the fabric of the **buildings** including

external metal up to €5,000 in any one period of insurance

This extension does not apply when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover

13 Theft of keys

only applicable if Insurable event 17 Theft or attempted theft is operative

If **contents** are insured the reasonable cost necessarily incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** following the loss of keys by theft

14 Property in the open

If the **contents** are insured **damage** to the following property by the **insured events**

- (a) floodlighting external lighting and security equipment fixed to the **buildings** or in the grounds of the **premises**
- (b) fixed or unfixed equipment monuments memorials statues garden decorations and ornaments in the grounds of the **premises**
Limit
€15,000 any one claim
- (c) signage positioned outside but in the immediate vicinity of the **premises**
Limit
€5,000 any one claim
- (d) **groundsmen's** equipment while in the open grounds provided that any mechanically or electrically driven equipment is immobilised when not in use
Limit
€7,500 unless stated otherwise in the schedule

For the purpose of this extension the exclusion under Insurable events 7 (storm) 8 (flood) and 17 (theft) relating to moveable property in the open does not apply

15 Hired-in property

Damage by an **insured event** to **contents** hired-in for the purposes of the **business** for which **you** are responsible

Limit

€100,000 or 10% of the **contents** sum insured whichever is the greater any one loss

16 Freezer contents

If **contents** are insured **damage** to the **contents** of chill or deep freeze food units as a result of failure of the unit failure of the electricity or gas supply or contamination from refrigerant or refrigerant fumes

In addition **we** will pay if incurred the necessary and reasonable cost of hiring temporary alternative freezing space

Excluding

- (a) **damage** caused by the deliberate act of any electricity or gas supply authority in withholding or restricting supply
- (b) the **excess** specified in the schedule

17 Temporary storage and accommodation

- (a) Necessary and reasonable costs incurred by **you** for the temporary storage of **contents** following insured **damage** under this section

Limit

10% of the sum insured on **buildings** in any one period of insurance

- (b) If the **premises** are made uninhabitable by insured **damage** under this section reasonable costs of temporary accommodation for **you** and **your** staff and members of **your** or their family permanently residing at the **premises** including the cost of temporary storage of household furniture

Limit

20% of the sum insured on **contents** in any one period of insurance

18 Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of a leakage of oil or water at the **premises** and subsequent repair and making good

Limit

€50,000 any one claim

19 Underground pipes and cables

Accidental **damage** to underground pipes and cables where the **buildings** are insured by this section or where **you** are liable for repairs as tenant

20 Extinguisher and alarm re-setting expenses

The reasonable costs incurred by **you** in refilling fire extinguishing appliances replacing sprinkler heads and resetting fire or intruder alarm systems solely in consequence of their activation following an **insured event**

21 Clearing of drains

The reasonable costs incurred by **you** for cleaning or repairing drains gutters sewers and the like for which **you** are responsible incurred as a direct result of **damage** caused by an **insured event**

Limit

€50,000 any one claim

22 Bequeathed property

Damage by an **insured event** to material property anywhere in the **geographical limits** bequeathed to **you**

Cover is operative from the commencement date of **your** interest in the material property

Within three months of legal title of such property passing to **you you** must either notify us about the property and arrange for it to be specifically insured by this policy (or any other policy with **us**) or arrange for it to be insured elsewhere

If **you** arrange to insure such property with **us** any additional premium payable shall be calculated from the date the legal title of the property passed to **you**

Limit

€75,000 any one bequest (single article limit €7,500) other than buildings for which the limit shall not exceed 10% of the Buildings sum insured or €375,000 whichever is the less any one bequest

Excluding

- (i) motor vehicles licensed for road use or their accessories trailers caravans watercraft or aircraft
- (ii) property insured under any other policy
- (iii) cash or money instruments of any description whether negotiable or non-negotiable

23 Landscaping costs

Landscaping costs incurred to make good **damage** to lawns trees plants and shrubs at the **premises** resulting from **damage** by Insurable events 1 Fire lightning and explosion 3 Riot 4 Malicious persons 7 Storm 8 Flood 10 Impact or 17 Theft or attempted theft provided that the buildings of the **premises** are damaged at the same time and a claim for this **damage** has been admitted by **us** or resulting from impact by any vehicle or aircraft or by straying cattle or horses

Limit

€10,000 any one claim

24 Raffle prizes and donated goods

Damage by an **insured event** to raffle prizes and donated goods to be used for fund-raising events including whilst at the home of a director trustee or employee

Limit

€2,250 in any one period of insurance

25 Planning and Development Act 2000

The cost of meeting Local Authority or Planning Authority conditions made under the Planning and Development Act 2000 and amending legislation following **damage** by any of the **insured events** should these costs exceed the cover provided within the **buildings** sum insured

The maximum **we** will pay under this extension is 20% of the sum insured for **buildings**

26 Archaeological costs

The on-site costs of Archaeological rescue work (including the recording of standing and collapsed fabric and damaged floor surfaces but not the excavation of below ground deposits) necessarily and reasonably incurred with **our** consent as a result of **damage** to the **buildings**

Excluding

- (i) The costs of any **Archaeological research work** which may be enabled or facilitated as a result of **damage** but which is not a necessary part of the process of repair or rebuilding
- (ii) The costs of analysis of data subsequent to **Archaeological rescue work** (except in so far as such costs are a necessary and integral part of the process of repair or rebuilding)
- (iii) The costs of conservation or scientific analysis of materials or objects retrieved in the course of an Archaeological exercise

Definitions specific to extension 26

Archaeological rescue work means any Archaeological exercise concerned with the recording of information which would otherwise be lost or in danger of being lost

Archaeological research work means any other Archaeological exercise

Limit

€375,000 any one claim

Memoranda

1 Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

Subject to the following special conditions the basis upon which the amount payable in respect of

- (1) **contents** but excluding bed linen and consumable stores
- (2) **buildings**

is to be calculated shall be the reinstatement of the property lost destroyed or damaged

For this purpose 'reinstatement' means

- (a) the rebuilding or replacement of property lost or destroyed which provided **our** liability is not increased may be carried out
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) the repair or restoration of property damaged

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

Special conditions applicable to memoranda 1

- 1 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the time of commencement of any **damage our** liability shall not exceed that proportion of the amount of the **damage** which the said sum insured adjusted for index-linking shall bear to the sum representing the total cost of reinstating the whole of such property at that time
- 2 **Our** liability for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its **damage** shall be insured by any other insurance effected by **you** or on **your** behalf which is not upon the same basis of reinstatement
- 4 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under this memorandum except in so far as they are varied hereby
 - (b) where claims are payable as if this memorandum had not been incorporated

2 Day One basis – non-adjustable

This applies if a Day One figure is shown against an item in the schedule

- 1 **You** have agreed the declared value incorporated in each item to which this extension applies and the premium has been calculated accordingly 'declared value' means **your** assessment of the cost of reinstatement of the property insured (as defined in the Reinstatement memorandum) at the level of costs applying at the inception of the period of insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for
 - (a) the additional cost of reinstatement to comply with European Union and Public Authority requirements
 - (b) professional fees
 - (c) debris removal costs
- 2 At the inception of each period of insurance **you** shall notify **us** of the declared value of the property insured by each of the said item(s) In the absence of such declaration the last amount declared by **you** (adjusted to reflect index-linking) shall be taken as the declared value for the ensuing period of insurance
- 3 In respect of each item to which this extension applies the following wordings replace Special conditions 1 and 4 of the Reinstatement memorandum
 - 1 Each **item insured** under this memorandum is declared to be separately subject to the following condition of underinsurance namely

If at the time of **damage** the declared value of the property covered by such item be less than the cost of reinstatement (as defined

in paragraph 1 of the Day One memorandum) at the inception of the period of insurance then **our** liability shall be limited to that proportion thereof which the declared value bears to such cost of reinstatement

- 4 Where by reason of any of the above Special conditions no payment is to be made beyond the amount which would have been payable under the policy if this memorandum had not been incorporated the rights and liabilities of the **Company** and the **Insured** in respect of the **damage** shall be subject to the terms of the policy including any condition of underinsurance as if this memorandum had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

3 Index-linking

The sum insured and where applicable the declared value of each **item insured** under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

4 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each item is subject to the following condition of underinsurance

If the property insured by any item of this section shall at the commencement of any **damage** to such property be collectively of greater value than such sum insured as adjusted for index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

5 Antiquities

Unless an article is specifically insured in a separate sum the indemnity provided under this section is limited to the cost of restoration so far as that may be practicable or the cost of modern replicas and not any value attaching to the property by reason of its antiquity

6 Special endorsement – private dwelling houses

- 1 The condition of underinsurance does not apply to private dwelling houses
- 2 The **excesses** specified in the schedule apply to this extension
- 3 For private dwelling houses an amended definition of **buildings** applies (see buildings definition for details)
- 4 The extent of cover for private dwelling houses is
 - (i) Insured events 1–18
 - (ii) All extensions where applicable

7 Other interests

The interest in the insurance by this section of the various mortgagees lessors and freeholders of the property is noted

8 Mortgagees

The interest of the mortgagee(s) in this insurance shall not be prejudiced by any acts or neglect of the mortgagor(s) or occupier of any building hereby insured whereby the danger of **damage** is increased without authority or knowledge of the mortgagee(s) and provided that the mortgagee(s) shall immediately on becoming aware thereof give notice in writing to us and on demand pay such additional premium as **we** may require

Exclusions

We shall not be liable in respect of

- (1) **damage** caused by pollution or contamination but this shall not exclude **damage** to the property insured not otherwise excluded caused by
 - (a) pollution or contamination which itself results from any of the **insured events** other than 15 Accidental damage
 - (b) any of the **insured events** other than 15 Accidental damage which itself results from pollution or contamination
- (2) **damage** arising from theft or attempted theft where **you** or any permanent member of **your** household or any of **your** directors or employees are concerned as principal or accessory
- (3) Consequential loss of any kind
- (4) **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**
- (5) **damage** to any electrical plant or apparatus caused by self-ignition but this exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

2 Property damage plus

The schedule will show if this section applies

Definition

Each time the following appears in this section in **bold italic** type (or in capital letters in the schedule) it will take the specific meaning shown below

Where it is not highlighted in this manner the normal everyday meaning will apply

Item(s) insured

means the items insured shown in the Property damage plus section of the schedule

Cover

We will indemnify **you** (by payment up to the value of the **item insured** at the time of the loss or at **our** option by repair reinstatement or replacement) in respect of **damage** to the **items insured** by any cause not specifically excluded happening at the location stated in the schedule and during the period of insurance

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item nor in all the total sum insured

Memoranda

1 Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

The basis upon which the amount payable in respect of the property insured by this section is to be calculated shall be

- (a) where the property is lost or destroyed its replacement by similar property in a condition equal to but not better or more extensive than its condition when new

- (b) where property is damaged the repair of the **damage** and restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

2 Index-linking

The sum insured by each **item insured** under this section will be adjusted in accordance with suitable indices selected by **us** and the annual renewal premium will be amended accordingly

3 Reinstatement of sum insured

In consideration of **you** undertaking to pay such additional premium as may be required **we** will automatically reinstate the sum insured in full after **damage** has occurred provided that **we** have not given **you** notice within 30 days of **you** reporting the **damage** to **us** that **we** will not reinstate the sum insured

Special condition

Underinsurance

If the property insured by any item of this section shall at the time of any **damage** to such property be collectively of greater value than such sum insured by that item as adjusted by index-linking **you** will be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

Exclusions

We shall not be liable for

- (1) **damage** occasioned by or happening through gradual deterioration depreciation mechanical or electrical breakdown failure or breakage over-winding of watches wear and tear atmospheric and climatic conditions (other than storm or flood) pollution or contamination rust dust moth vermin or any process of cleaning dyeing restoration or repair to which the property is subjected delay confiscation detention or destruction by order of the government or any public authority
- (2) breakage of electrical valves bulbs or tubes unless the equipment in which they are contained is damaged at the same time
- (3) consequential loss of any kind
- (4) **damage** to a trailer or caravan whilst attached to or being towed by a motor vehicle
- (5) **damage** due to theft attempted theft malicious persons or vandals whilst the property is contained in an unattended vehicle unless
 - (i) the motor vehicle is locked at all points of access and
 - (ii) there are visible signs of forcible or violent entry to the vehicle and
 - (iii) the property unless permanently fixed in position is out of sight in a locked compartment or locked boot within the vehicle
- (6) the **excess** specified in the schedule
- (7) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (8) **damage** to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism** or **hacking** or **denial of service attack**

3 Equipment breakdown

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accident(s)

means

- (a) electrical or mechanical **breakdown** including rupture or bursting caused by centrifugal force
- (b) artificially generated electrical current including electric arcing that disturbs electrical devices appliances or wires
- (c) **explosion** or **collapse** of steam boilers steam pipes steam engines or steam turbines owned or leased by **you** or operated under **your** control
- (d) **damage** to steam boilers steam pipes steam engines or steam turbines caused by or resulting from any condition or event (not otherwise excluded) inside such boilers or equipment
- (e) **damage** to hot water boilers or other water heating equipment caused by or resulting from any condition or event (not otherwise excluded) inside such equipment

Additional expenses

means expenses incurred to clean up or dispose of the **covered equipment** resulting from contamination by a **hazardous substance**

Breakdown

means

- (a) the actual breaking failure distortion or burning out of any part of the **covered equipment** whilst in ordinary use arising from defects in the **covered**

equipment causing its sudden stoppage and necessitating repair or replacement before it can resume work

- (b) fracturing of any part of the **covered equipment** by frost when such fracture renders the **covered equipment** inoperative
- (c) the actual and complete severance of a rope but not breakage or abrasion of wires or strands even though replacement may be necessary

Collapse

means the sudden and dangerous distortion (whether or not attended by rupture) of any part of the **covered equipment** caused by crushing stress by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents)

Computer equipment

means equipment that is electronic computer or other data processing equipment including **media** software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible

Covered equipment

means equipment owned by **you** or for which **you** are responsible built to operate under vacuum or pressure (other than weight of contents) or used for the generation transmission or utilisation of energy including but not limited to

- (a) heating systems and hot water heaters
- (b) air circulation ventilation air conditioning and non-process refrigeration systems
- (c) electrical panels emergency generators and electrical distribution systems
- (d) security alarm systems
- (e) lifts and escalators
- (f) office equipment including telephone systems fax machines copiers and printers
- (g) retail equipment bar-code scanners credit and debit card payment systems and cash registers

(h) forklift trucks at the **premises**

(i) **computer equipment**

Excluding

- (i) any structure foundation masonry brickwork cabinet compartment or air supported structure or building
- (ii) any insulating or refractory material
- (iii) any sewer piping underground vessels or piping or piping forming a part of a sprinkler system
- (iv) any water piping other than boiler feedwater piping boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system
- (v) any vehicle or mobile lifting equipment (other than forklift trucks at the **premises**) or aircraft or floating vessel including any equipment mounted on such vehicle or mobile lifting equipment or aircraft or floating vessel
- (vi) any dragline excavation or construction plant or equipment
- (vii) any tool die cutting edge crushing surface trailing cable non-metallic lining driving belt or band or any other part requiring periodic renewal
- (viii) any equipment manufactured by **you** for sale
- (ix) kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters

Explosion

means the sudden and violent rending of the **covered equipment** by force of internal steam or other fluid pressure (other than pressure of chemical action or ignited flue gases or ignition of the contents) causing bodily displacement of any part of the **covered equipment** together with forcible ejection of the contents

Hazardous substance

means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency

Media

means all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment

Cover

We will indemnify **you** (by payment up to the value of **covered equipment** at the time of the **damage** or at **our** option by repair reinstatement or replacement) in respect of **damage to covered equipment** at the **premises** by any **accident** happening during the period of insurance

Our liability in any one period of insurance shall not exceed the sum insured under the appropriate section of material damage insurance provided by this policy for each item of **covered equipment** nor in all the total sum insured subject to the maximum liability below

Maximum liability

The total amount **we** will pay in respect of this section shall not exceed €7,500,000 in any one period of insurance subject to a limit of €375,000 any one period of insurance for **computer equipment**

If an initial **accident** causes other **accidents** all will be considered one **accident**

All **accidents** that are the result of the same event will be considered one **accident**

Extensions

The insurance by this section is extended to include the following

These extensions do not increase the limits or sums insured that apply

1 Computer equipment

Damage caused by or resulting from an **accident** to **computer equipment** occurring whilst anywhere in the European Union but only whilst in the custody or control of **you** or **your** employee

Limit

€375,000 any one period of insurance

2 Reinstatement of data

We will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of an **accident** to **computer equipment**

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to **media**
- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss was initiated
- (c) **we** shall not be liable for loss or damage to software
- (d) **we** shall not be liable under this extension for costs more specifically described under extension 3
Increased cost of working

Limit

€37,500 any one period of insurance

3 Increased cost of working

We will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of an **accident** to **computer equipment**

Limit

€37,500 any one period of insurance

4 Business interruption

If the Business interruption section of this policy is operative **we** will pay to **you** in respect of each item in the Business interruption schedule the loss occurring during the indemnity period (as defined in the Business interruption section) following an **accident** to **covered equipment** that results in the **business** being interrupted or interfered with

Our liability shall not exceed the sum insured for each item nor in all the total sum insured and in any event **our** maximum liability shall not exceed €45,000 any one period of insurance

5 Hazardous substances

Damage to **covered equipment** at the **premises** caused by contamination by a **hazardous substance** including any **additional expenses** incurred and if the Business interruption section of this policy is operative loss occurring during the indemnity period (as defined in the Business interruption section) in consequence of the **business** carried on by **you** at the **premises** being interrupted or interfered with

Limit

€9,000 any one period of insurance

6 Expediting expenses

Reasonable costs necessarily incurred by **you** to make temporary repairs and expedite permanent repairs or permanent replacement of damaged **covered equipment**

Limit

€22,500 any one period of insurance

7 European Union and Public Authorities

If in force the European Union and Public Authorities extension of the Property damage section of this policy applies to **covered equipment** damaged as a result of an **accident**

Limit

€22,500 any one period of insurance

8 Loss avoidance measures

Reasonable costs necessarily incurred by **you** to take exceptional measures to prevent or mitigate impending **damage** to **covered equipment** as a result of an **accident**

Provided that

- (a) **damage** would reasonably be expected if such measures were not implemented
- (b) **we** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
- (c) the amount payable will be limited to the cost of **damage** which would have otherwise occurred
- (d) the terms conditions and exclusions of this section and the policy apply as if **damage** had occurred
- (e) if **damage** had occurred it would have resulted in a claim that would have been accepted by **us** under this section of the policy

Limit

€7,500 any one period of insurance

Memorandum

Reinstatement basis of settlement in the event of a claim

Applicable unless stated otherwise in the schedule

Subject to the following special conditions the basis upon which the amount payable in respect of **covered equipment** is to be calculated shall be the reinstatement of the

covered equipment that is the subject of an **accident**

For this purpose 'reinstatement' means

- (a) the replacement of **covered equipment** that is the subject of an **accident** which provided **our** liability is not increased may be carried out
 - (i) in any manner suitable to **your** requirements
 - (ii) upon another site
- (b) the repair or restoration of **covered equipment** that is the subject of an **accident**

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

Special conditions applicable to this memorandum

- 1 **Our** liability for the repair or restoration of **covered equipment** that is the subject of an **accident** shall not exceed the amount payable for replacement of the **covered equipment**
- 2 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
- 3 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under this memorandum except in so far as they are varied hereby
 - (b) where claims are payable as if this memorandum had not been incorporated

Exclusions

We shall not be liable in respect of

- (1) **damage** caused by or resulting from
 - (a) a hydrostatic pneumatic or gas pressure test of any boiler or pressure vessel or an insulation breakdown test of any type of electrical equipment
 - (b) depletion deterioration corrosion erosion wear and tear or other gradually developing conditions unless such **damage** results from an **accident**
 - (c) mould fungus mildew or yeast
 - (d) the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul
 - (e) installation erection dismantling re-siting transportation or removal of **covered equipment** other than re-siting transportation or removal under its own power whilst at its operating site
 - (f) accidental failure of the power supply
- (2) **damage** to **computer equipment** which is recoverable under a maintenance agreement warranty or guarantee
- (3) extension 4 Business interruption any delay in resuming operations resulting from the need to reconstruct or re-input data or programs on **media** nor for the costs incurred in so doing
- (4) any liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency of **covered equipment**
- (5) **damage** resulting from malicious persons riot civil commotion strikers locked-out workers or persons taking part in labour disturbances occurring in Northern Ireland
- (6) any **damage** or loss directly or indirectly caused by or in consequence of the act or order of any lawfully constituted authority
- (7) **damage** to any **computer equipment** or other equipment or component or system or item which processes stores transmits retrieves or receives data or any part thereof whether tangible or intangible (including but without limitation any information programs software or **media**) and whether **your** property or not where such **damage** is caused by **virus or similar mechanism or hacking or denial of service attack**
- (8) **damage** caused by or consisting of erasure loss distortion or corruption of information on computer systems or other records programs or software
- (9) **damage** cost or expense that is or can be insured elsewhere in this policy
- (10) **damage** caused by or resulting from the deliberate act of any person carried out with the intention to cause **damage**
- (11) **damage** to livestock plants or perishable stock

4 Business interruption

The schedule will show if this section applies

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

For the purpose of these definitions any adjustments implemented in current cost accounting shall be disregarded

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Adjusted

means adjusted as necessary to provide for the trend of the **business** and for variations in or other circumstances affecting the **business** either before or after the **damage** or which would have affected the **business** had the **damage** not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **damage** would have been obtained during the relative period after the **damage**

Annual rent receivable

means the **rent receivable** during the 12 months immediately before the date of the **damage adjusted**

Annual revenue

means the **revenue** during the 12 months immediately before the date of the **damage adjusted**

Annual turnover

means the **turnover** during the 12 months immediately before the date of the **damage adjusted**

Computer equipment

means equipment that is electronic computer or other data processing equipment including all forms of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment software and peripherals used in conjunction with such equipment belonging to **you** or for which **you** are responsible

Damage

As defined under 'Cover' of this Section

Estimated gross profit or estimated revenue or estimated rent receivable

means the amount declared by **you** to **us** as representing not less than the **gross profit** or **revenue** or **rent receivable** 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 12 months)

Gross profit

means the amount by which the sum of the amount of the **turnover** and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of purchases and discounts relating thereto bad debts and any other expenses specified in the schedule (as defined in **your** books and accounts)

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

Indemnity period

means the period beginning with the occurrence of the **damage** and ending not later than the expiry of the maximum indemnity period specified in the schedule thereafter during which the results of the **business** shall be affected in consequence of the **damage**

Insured events

means unless stated otherwise in the schedule those events which are insured by the Property damage section provided that for the purpose of this section 'explosion' shall include explosion of any boiler or economiser on the **premises**

Rate of gross profit

means the rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **damage**

Rent receivable

means the amount of the rent and service charges received or receivable from the letting of the property as described under **premises**

Revenue

means the money paid or payable to **you** for services rendered in the course of the **business** at the **premises**

Standard rent receivable

means the **rent receivable** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately adjusted where the **indemnity period** exceeds 12 months **adjusted**

Standard revenue

means the **revenue** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately adjusted where the **indemnity period** exceeds 12 months **adjusted**

Standard turnover

means the **turnover** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** appropriately adjusted where the **indemnity period** exceeds 12 months **adjusted**

Suppliers

means suppliers with whom **you** have a **contract** to supply **you** with goods and services

Turnover

means the money paid or payable to **you** for services rendered and for goods sold and delivered in the course of the **business** at the **premises**

Cover

If any building or other property used by **you** at the **premises** specified in the schedule for the purpose of the **business** is destroyed or damaged during the period of insurance by any of the **insured events** (destruction or damage so caused being termed **damage**) and the **business** carried on by **you** at the **premises** is in consequence interrupted or interfered with

We will pay to **you** in respect of each item in the schedule the amount of loss occurring during the **indemnity period** resulting from such **damage** in accordance with the terms of this section

Provided that

- (1) **our** liability shall not exceed the sum insured for each item nor in all the total sum insured
- (2) at the time of the **damage** there shall be an insurance in force covering **your** interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made under such insurance solely owing to the operation of an **excess**)

Amount payable

Gross profit items

The amount payable is limited to loss of **gross profit** due to (a) reduction in **turnover** and (b) increase in cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of reduction in **turnover** the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard turnover**
- (b) in respect of increase in cost of working the additional expenditure (subject to the provisions of the uninsured standing charges clause)

necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the sum produced by applying the **rate of gross profit** to the amount of the reduction thereby avoided

less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **damage**

Provided that

- (i) **Sum insured basis**
if the sum insured basis applies and the sum insured by this item be less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months) the amount payable shall be proportionately reduced
- (ii) **Declaration-linked basis**
notwithstanding proviso (1) in 'Cover' **our** liability in respect of any **estimated gross profit** item shall not exceed 133⅓% of the Estimated Gross Profit stated in the schedule

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

Amount payable

Revenue items

The insurance under this section in respect of **revenue** is limited to (a) loss of **revenue** and (b) increase in cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of loss of **revenue** the amount by which the **revenue** during

the **indemnity period** shall in consequence of the **damage** fall short of the **standard revenue**

(b) in respect of increase in cost of working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **revenue** thereby avoided less any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **revenue** as may cease or be reduced in consequence of the **damage**

Provided that

- (i) **Sum insured basis**
if the sum insured basis applies and the sum insured by this item be less than the **annual revenue** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) the amount payable shall be proportionately reduced
- (ii) **Declaration-linked basis**
notwithstanding proviso (1) in 'Cover' **our** liability in respect of any **estimated revenue** item shall not exceed 133⅓% of the Estimated Revenue stated in the schedule

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

Amount payable

Rent receivable items

The insurance under this section in respect of **rent receivable** is limited to (a) loss of **rent receivable** and (b) additional expenditure occurring during the **indemnity period** and the amount payable as indemnity shall be

- (a) in respect of loss of **rent receivable** the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard rent receivable**
- (b) in respect of additional expenditure the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding the amount of the reduction in **rent receivable** thereby avoided less any sum saved during the **indemnity period** in respect of such of the charges and expenses payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**

Provided that

- (i) **Sum insured basis**
if the sum insured basis applies and the sum insured by this item be less than the **annual rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) the amount payable shall be proportionately reduced
- (ii) **Declaration-linked basis**
notwithstanding proviso (1) in 'Cover' **our** liability in respect of any **estimated rent receivable** item shall not exceed 133⅓% of the Estimated Rent Receivable stated in the schedule

In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss provided that **you** pay the appropriate additional premium for such automatic reinstatement of cover

Amount payable

Additional cost of working items

The insurance under this section in respect of additional cost of working is limited to additional cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be

The additional expenditure including

- (a) the cost of moving to and from temporary premises and the additional rent rates and taxes thereon
- (b) expenses incurred in equipping temporary premises to make them suitable for **your business**
- (c) additional cost in respect of lighting heating and water
- (d) additional cost in respect of additional staff and overtime and allowances to existing staff

all reasonably incurred in order to minimise any interruption or interference with the **business** or undertaking during the **indemnity period**

Alternative trading clause

Gross profit

If during the **indemnity period** services shall be rendered or goods shall be sold elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such services or sales shall be brought into account in arriving at the **turnover** during the **indemnity period**

Alternative trading clause

Revenue

If during the **indemnity period** services shall be rendered or accommodation and food and drink shall be supplied elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such services shall be brought into account in arriving at the **revenue** during the **indemnity period**

Alternative trading clause

Rent receivable

If during the **indemnity period** the **business** shall be conducted elsewhere than at the **premises** the money paid or payable to **you** in respect of rent at such other premises shall be brought into account in arriving at the **rent receivable** during the **indemnity period**

Uninsured standing charges clause

If any standing charges of the **business** are not insured by this section (having been deducted in arriving at the **gross profit**) then in computing the amount recoverable as increase in cost of working that proportion only of any additional expenditure shall be brought into account which the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges

Professional accountants' charges

Any particulars or details contained in **your** books of account or other business books or documents which may be requested by **us** under Claims condition 3 for the purpose of investigating or verifying any claim may be produced by professional accountants if at the time they are regularly acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates

We will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by **us** under the terms of Claims condition 3

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this section shall in no case exceed the sum insured

Payments on account

Payments on account will be made during the **indemnity period** if required

Refund of fees

In the event of **you** having to refund fees in consequence of the **damage** such refund shall be taken into account in arriving at the loss of **revenue** for the purposes of this section

Extensions

The insurance by this section is extended to cover loss as insured hereunder directly resulting from interruption of or interference with the **business** carried on by **you** at the **premises** in consequence of the following

1 Prevention of access

Access to or use of the **premises** being prevented or hindered by

- (a) **damage** to neighbouring property by any of the **insured events**
- (b) any action of Government Gardaí or Local Authority due to an emergency which could endanger human life or neighbouring property
- (c) unlawful occupation of the **premises** by third parties other than in the course of a dispute between any employer and any employee or group of employees

Excluding

- (i) any restriction of use of less than four hours
- (ii) any period when access to the **premises** was not prevented or hindered

Provided that **our** liability in respect of any one occurrence shall not exceed €37,500 in respect of (c) and the sum insured by the items or any limit of liability shown in the schedule in respect of (a) or (b)

2 Utilities

Damage by any of the **insured events** at any

- (a) generating station or sub-station of the electricity supply undertaking
- (b) land-based premises of the gas supply undertaking or of any natural gas producer linked directly therewith
- (c) water works or pumping station of the water supply undertaking
- (d) land-based premises of the telecommunications undertaking from which **you** obtain electricity gas water or telecommunications services

Provided that **our** liability under this extension in respect of any one occurrence shall not exceed the sum insured by the items or any limit of liability shown in the schedule

3 Infectious disease murder food poisoning defective sanitation vermin

- (a) a notifiable human infectious or contagious disease
 - (i) manifested by any person while at the **premises**
 - (ii) occurring within a radius of 25 miles of the **premises**
- (b) injury or illness sustained by any guest arising from or traceable to foreign or injurious matter in food or drink provided at the **premises**
- (c) any accident causing defects in the drains or other sanitary arrangements at the **premises**
- (d) the discovery of vermin or pests at the **premises**

which causes restrictions on the use of the **premises** on the order or advice of the competent local authority

- (e) murder or suicide occurring at the **premises**

For the purposes of this extension the maximum indemnity period is 12 months

4 Other venues

Damage by any of the **insured events** at any premises not in **your** occupation within the **geographical limits** where **you** are holding a fund-raising event exhibition or carrying out a contract

We will also cover **damage** by any of the **insured events** to property owned by **you** which is used in connection with the holding of a fund-raising event exhibition or carrying out a contract whilst in transit by road rail or inland waterways within the **geographical limits**

Limit

€15,000 any one incident

5 Death of students

The accidental death of two or more students from a single violent external and visible injury which shall solely and independently of any other cause result in death during the period of insurance

The amount payable shall be calculated from the date of death at the rate of one eightieth of the net term's fees for each uncompleted day of the academic term(s) which the students but for such deaths would have completed

For the purpose of this extension the maximum indemnity period is 12 months

6 Death of Patron

- (a) death of **your** Patron before the age of 70
- (b) **your** Patron being subject to a criminal investigation or offending public taste during the period of insurance

Limit

€25,000 any one period of insurance

For the purposes of this extension the maximum indemnity period is three months

In respect of (b) the indemnity period commences from the date the criminal investigation or act offending public taste became public knowledge

7 Book debts

If following **damage** to **your** books of account or other business books or records at the **premises** by any of the events insured by this section **you** are unable to trace outstanding debit balances owed to **you we** will indemnify **you** for such loss in the following terms

- (a) **We** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced in respect of such balances
- (b) **We** will pay for the additional expenditure incurred with **our** previous consent in tracing and establishing customers' debit balances after the **damage**
- (c) **We** will pay for reasonable professional accountants' charges necessarily incurred in providing any evidence required by **us** in support of a claim

Excluding loss arising from misfiling erasure distortion deliberate falsification of business records abnormal condition of trade or from bad debts

The most **we** will pay under this extension is €75,000 (plus any additional book debts sum insured shown in the schedule) any one period of insurance

Special condition applicable to extension 7

It is a condition precedent to liability under this extension that **you** keep a record of the total amount outstanding in customers' accounts as at the end of each month and within 30 days of the end of each month deposit this record in a building other than that in which the original records are kept

8 Suppliers' extension

Damage by any of the **insured events** at the site of any of **your suppliers** within the **geographical limits** (but excluding the premises of any supply undertaking from which **you** obtain electricity gas or water or telecommunications services)

Limit

€15,000 any one incident

9 Failure of supply

Failure of the supply of electricity gas or water at the terminal ends of the supply undertaking's feeder at the **premises** from any cause other than the deliberate act of the supply undertaking in withholding or restricting supply excluding any such failure of less than 4 hours

Limit

€7,500 any one incident

10 Failure of telecommunication services

Failure of the telecommunication services at the **premises** following actual physical **damage** of or to telecommunications property anywhere in the **geographical limits** excluding any such failure of less than 4 hours

Limit

€7,500 any one incident

11 Reinstatement of data

We will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of

- (i) **damage to computer equipment at your premises** or
- (ii) loss or destruction of **computer equipment** that is insured by the Property damage plus section

Providing that

- (a) **our** liability is limited solely to the cost of reinstating data to any form of electronic magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment
- (b) **we** shall not be liable for any losses discovered later than 180 days after the loss occurred
- (c) **we** shall not be liable for loss or damage to software
- (d) **we** shall not be liable under this extension for costs more specifically described under extension 12
Computers – Increased cost of working

Limit

€37,500 any one period of insurance

12 Computers – Increased cost of working

We will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing interruption or interference to **your** computer operations as a consequence of

- (i) **damage** to computer equipment at **your premises** or
- (ii) loss or destruction of **computer equipment** that is insured by the Property damage plus section

Limit

€37,500 any one period of insurance

Memorandum

Index-linking

The sum insured for each item insured (but not extension limits) under this section other than **rent receivable** and additional cost of working items shall be adjusted in accordance with a suitable index selected by **us**

The annual renewal premium will be amended accordingly

Special conditions

1 Renewal clause

Declaration-linked basis

You shall prior to each renewal furnish to **us** the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** for the financial year most nearly concurrent with the ensuing year of insurance

2 Premium adjustment clause

(a) Sum insured basis

If the **gross profit** or **revenue** or **rent receivable** earned whichever is applicable (or a proportionately increased multiple of it where the

maximum indemnity period exceeds 12 months) during the financial year of 12 months most nearly concurrent with any period of insurance as certified by **your** auditors is less than the sum insured a pro rata return of premium not exceeding 50% of the premium paid on each sum insured for such period of insurance will be made in respect of the difference

If any **damage** occurs which gives rise to a claim under this section the return in premium made will be in respect of the difference in **gross profit** or **revenue** or **rent receivable** which is not due to the **damage**

(b) Declaration-linked basis

The first and annual premiums are provisional and are based on the **estimated gross profit** or **estimated revenue** or **estimated rent receivable**. **You** shall supply **us** with not later than six months after the expiry of each period of insurance a declaration confirmed by **your** auditors of the **gross profit** or **revenue** or **rent receivable** earned during the financial year most nearly concurrent with the period of insurance

If any **damage** shall have occurred giving rise to a claim for loss of **gross profit** or **revenue** or **rent receivable** the above-mentioned declaration shall be increased by **us** for the purpose of premium adjustment by the amount by which the **gross profit** or **revenue** or **rent receivable** was reduced during the financial year solely in consequence of the **damage**

If the declaration (adjusted as provided above and proportionately increased where the maximum indemnity period exceeds 12 months)

- (i) is less than the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** for the relative period of insurance **we** will allow a pro rata return of premium

paid on the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** but not exceeding 50% of such premium

- (ii) is greater than the **estimated gross profit** or **estimated revenue** or **estimated rent receivable** for the relative period of insurance **you** shall pay a pro rata addition to the premium paid on the **estimated gross profit** or **estimated revenue** or **estimated rent receivable**

5 Liabilities

The schedule will show if this section applies

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Bodily injury

means bodily injury death disease or illness

Business

means that which has been described in the schedule and which is conducted solely from **premises** in the **geographical limits** including

- (a) the provision by **you** at the **premises** of pre-school childcare facilities out of school clubs and holiday schemes
- (b) the ownership letting repair and maintenance of **your** property and **premises**
- (c) the provision of school clubs and societies catering social sports and welfare facilities for students **employed persons** and visitors and first aid medical and ambulance services
- (d) the provision of fire and security services maintained only for the protection of premises owned or in connection with **premises** occupied by **you**
- (e) private work undertaken by an **employed person** with **your** prior consent for a director governor trustee officer committee member or **employee** of **yours**
- (f) participation in trade shows or exhibitions within the European Union
- (g) fund-raising activities undertaken with the full knowledge and authority and under the control of the **Insured** anywhere within the **geographical limits**

but this does not include any work undertaken **offshore**

Employed person

means

- (a) any **employee**
- (b) any person supplied to or hired or borrowed by **you** or on **your** behalf or any work experience student or youth training scheme participant while under **your** direct control and supervision
- (c) **governors**

Employee(s)

means any person under a contract of service or apprenticeship with **you** and **authorised volunteers**

Event(s)

means any one occurrence or series of occurrences arising from or attributable to one source or original cause

Governor(s)

includes members of the governing body or subcommittee and/or any charitable Trustees

Injury

means **bodily injury** wrongful arrest or false imprisonment

Legal costs

means

- (a) claimant's costs and expenses recoverable from **you** in respect of any claim which is the subject matter of indemnity under this policy
- (b) (i) the costs of legal representation at
 - (1) any coroner's inquest or inquiry in respect of any death
 - (2) proceedings in any court arising out of any alleged breach of statutory duty which may be the subject of indemnity under this section of the policy
- (ii) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under this section of the policy incurred with **our** prior written consent

Offshore

means embarkation onto a vessel or aircraft for conveyance to an offshore rig platform or service or accommodation vessel until disembarkation from the conveyance onto land upon return from such offshore rig platform or service or accommodation vessel

Pollution or contamination

means **injury** or **damage** directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water land or the atmosphere

Principal

means any party (other than a director **governor** trustee officer committee member or **employee** of **yours**) on whose behalf **you** are undertaking work (excluding the sale or supply of products) in connection with the **business**

Products

means goods (including containers and packaging) not in **your** custody or control sold supplied installed erected serviced repaired altered or treated by **you** in connection with the **business** from any premises within the **geographical limits**

Any error in the sale supply or presentation of such goods is included in this definition

Property

means material property but this does not include **data**

You/your/yours

means the Insured named in the schedule

Unless **we** specifically state otherwise **we** will also indemnify

- (a) **your** personal representatives in respect of legal liability incurred by **you**
- (b) at **your** request
 - (i) any **principal**
 - (ii) any director **governor** trustee officer committee member or **employed person** of **yours** in respect of liability for which **you** would have been entitled to indemnity had the claim been made against **you**

- (iii) any **employee** but not medical or dental practitioners in respect of treatment administered or the failure to administer treatment or professional negligence or malpractice of any nature whatsoever (the nurse or matron is not deemed a medical or dental practitioner)
- (iv) any of **your** students or their legal personal representatives
- (c) any officer or member of **your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director trustee partner or **employee** of **yours** in respect of private work carried out with **your** prior consent by an **employed person** for such director trustee partner or **employee**
- (e) **your** Parent Teacher Association and Friends

Cover 1 – Employers' liability

This insurance is provided on a 'Costs Inclusive' basis

This means that **legal costs** are included within the limit of indemnity specified in the schedule

Cover

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of **bodily injury** to an **employed person** caused during the period of insurance

- (a) within the **geographical limits** or
- (b) while temporarily outside these territories

in connection with the **business**

The total amount **we** will pay in respect of any **event** shall not exceed the limit of indemnity shown in the schedule

This insurance complies with the provisions of any law enacted in the **geographical limits** relating to the compulsory insurance of liability to employees

You will repay any sums paid by **us** which **we** would not have been obliged to pay but for the provisions of such law

Exclusions

No indemnity will be provided in respect of

- (1) any liability in respect of **bodily injury** for which **you** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union
- (2) (a) the alteration construction demolition maintenance (other than routine maintenance) of the **premises** or work in or on buildings at a height exceeding 6 metres from ground level

- (b) the use of power driven woodworking machinery including chain saws other than portable hand held tools
- (c) tree felling or lopping
- (d) farming or any farm related activity
- (e) work involving the use of scaffolding
- (f) work involving welding
- (3) (a) the use of inflatable bouncy castles and similar such childrens' amusements
- (b) Gymkhanas hunting steeple chasing racing other than on foot and shooting including clay pigeon shooting
- (4) (a) lifts or elevators which at any time carry passengers
- (b) any pressure vessel
- (c) spectators' stands

Extensions

Each of the following is subject to the terms of the policy

1 Unsatisfied court judgements

Where a judgement for damages has been obtained

- (a) by one of **your employees** or their personal representatives in respect of **bodily injury** caused during any period of insurance and which arises out of and in the course of their employment with **you**
- (b) in any court situated within the **geographical limits**
- (c) against any company or individual operating from premises within the **geographical limits**
- (d) which remains unsatisfied in whole or in part six months after the date of judgement

we will at **your** request pay to the **employee** or their personal representatives the amount of damages and any awarded costs which remain unsatisfied subject to there being no appeal outstanding

Any payment under this extension is conditional upon the judgement being assigned to **us** by the **employee** or their personal representatives

2 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors **governors** trustees officers or committee members €750

Any **employee** €375

Cover 2 – Public and products liability

This insurance is provided on a 'Costs in Addition' basis

This means that (with the exception of claims which are brought within the legal jurisdiction of the United States of America or Canada) **legal costs** are payable in addition to the limit of indemnity specified in the schedule

Cover

We will indemnify **you** against **your** legal liability to pay damages arising out of

- (a) accidental **injury** of any person
- (b) accidental **damage** to **property**
- (c) nuisance trespass to land trespass to goods or interference with any easement of air light water or way

We will not provide indemnity in respect of any liability which arises from any deliberate act or omission by **you** which could reasonably have been expected having regard to the nature and circumstances of such act or omission or which is a natural

consequence of the ordinary conduct of **your business**

happening during the period of insurance and caused either in connection with the **business** or by **products**

We will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity

The total amount **we** will pay in respect of damages for

- (a) any one **event**
- (b) all **events** happening during any period of insurance caused by **products**
- (c) all **events** arising from **pollution or contamination** which **we** deem to have occurred during any period of insurance

shall not exceed the limit of indemnity shown in the schedule

Where **we** are liable to indemnify more than one person the total amount of indemnity to all parties including **you** in respect of damages arising from one **event** shall not exceed the limit of indemnity shown in the schedule

Exclusions

No indemnity will be provided in respect of

- (1) any liability connected directly or indirectly in any way with any error or omission in the provision of professional services
- (2) any liability arising from **bodily injury** to any **employed person** caused in connection with the **business**
- (3) any liability arising from **damage** to **property** which is owned or held in trust by **you** or which is in **your** custody or control

Exclusion 3 will not apply in respect of (a) personal effects including vehicles and their contents belonging

- to directors **governors** trustees officers committee members **employees** or visitors
- (b) premises and their contents not owned by leased or rented by **you** at which **you** are undertaking work in connection with the **business**
- (c) premises including fixtures and fittings hired by or leased rented or borrowed by **you** but **we** shall not be liable for
- (i) the first €250 of any **damage** other than caused by fire or explosion
- (ii) liability arising solely under the terms of any contract or agreement
- (iii) any liability which arises from an agreement to maintain in force insurance against loss of or damage to the premises and their fixtures and fittings
- (4) any liability arising from ownership possession or use by **you** or on **your** behalf of
- (a) any mechanically propelled vehicle
- (b) any craft designed to travel in on or through water air or space but this exclusion shall not apply to any non-mechanically propelled waterborne craft of less than 9 metres in length whilst operated on inland waterways or within 3 miles of the coast
- (5) any liability arising directly or indirectly from **pollution or contamination** unless the **pollution or contamination** is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the period of insurance For the purposes of this exclusion all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (6) any liability arising from advice design or specification provided whether given for a fee or not
- (7) **damage** to or the costs of recall removal repair alteration replacement or reinstatement of any **product** supplied or contract work executed by **you** which is caused by
- (a) a defect
- (b) its unsuitability for its intended purpose
- (8) any liability arising from any contract in respect of **products** supplied or contract work executed by **you** unless liability would have attached in the absence of that contract
- (9) the costs of remedying any defect or alleged defect in premises which **you** have disposed of
- (10) (a) fines or penalties
- (b) liquidated damages
- (c) any compensation awarded by a court of criminal jurisdiction
- (d) multiplied aggravated exemplary or punitive damages
- (11) any liability arising from
- (a) the use by **you** or on **your** behalf of any premises situated in the United States of America or Canada
- (b) **products** sold or supplied on **your** behalf from any premises situated in the United States of America or Canada
- (c) **products** exported by **you** or on **your** behalf to the United States of America or Canada
- (12) any liability arising from
- (a) **products** incorporated in any craft designed to travel through air or space
- (b) **products** incorporated in any waterborne craft which could affect its safety navigation or propulsion
- (c) **products** incorporated in mechanically propelled vehicles which could affect their safety

- (d) **products** incorporated in gas chemical petrochemical or power generation plant which is directly connected to manufacture processing storage or power generation and which have been specifically supplied by **you** for that purpose
- (13) any liability arising directly or indirectly from mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
- However this shall not apply where removing handling or disposing of **asbestos** does not form part of **your** usual business or any contract work undertaken and
- (a) **you** have complied with any legal obligations to manage **asbestos** and
- (b) any discovery of **asbestos** by **you** is unintentional and accidental and
- (c) where upon discovery of **asbestos** all work immediately stops and
- (d) a HSA preferred asbestos removal contractor is employed to make safe the area in which the discovery is made as soon as is practicable and who has Employers' and Public Liability insurance in force which provides limits of indemnity no less than those provided by **your** policies and which do not exclude the work to be carried out
- (14) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (15) any liability arising from the supervision or execution of any manual work or contract undertaken outside of the European Union
- (16) **damage** to property in respect of which there is a requirement to effect cover under the R.I.A.I. conditions or any other similar contract clause
- (17) (a) the alteration construction demolition maintenance (other than routine maintenance) of the **premises** or work in or on buildings at a height exceeding 6 metres from ground level
- (b) the use of power driven woodworking machinery including chain saws other than portable hand held tools
- (c) tree felling or lopping
- (d) farming or any farm related activity
- (e) work involving the use of scaffolding
- (f) work involving welding
- (18) (a) the use of inflatable bouncy castles and similar such childrens' amusements
- (b) Gymkhanas hunting steeple chasing racing other than on foot and shooting including clay pigeon shooting
- (19) (a) lifts or elevators which at any time carry passengers
- (b) any pressure vessel
- (c) spectators' stands

Extensions

Each of the following is subject otherwise to the terms of this policy

1 Cross liabilities

If **you** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **we** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **event** not exceeding the limit of indemnity

2 Compensation for court attendance

If **we** request any of the following categories of people to attend court as a witness in connection with a claim under this policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors **governors** trustees officers or committee members €750

Any **employee** €375

3 Contingent motor liability

Notwithstanding exclusion 4 regarding vehicles **we** will indemnify **you** alone in respect of legal liability for **injury** or **damage** arising out of the use by any **employee** in the course of the **business** of any mechanically propelled vehicle which is neither owned by nor provided by **you**

We will not provide an indemnity in respect of

- (a) **damage** to such vehicle or any property contained or being transported within it
- (b) **injury** or **damage** arising while the vehicle is being driven by **you** or any person who to **your** knowledge does not hold a licence to drive such a vehicle (unless they have held and are not disqualified for holding or obtaining such a licence)
- (c) circumstances where **you** are entitled to indemnity under any other insurance
- (d) **injury** or **damage** arising outside the **geographical limits**

4 Data Protection Act 1988

We will indemnify **you** against legal liability to pay damages and claimant's costs and expenses for damage or distress in accordance with section 7 of the Data Protection Act 1988 (amended by the Data Protection (Amendment) Act 2003)

This indemnity is subject to **you** being registered in accordance with the Act or having applied for such registration which has not been refused or withdrawn and that **you** have taken all reasonable care to comply with its requirements

We will not provide any indemnity in respect of

- (a) the payment of fines or penalties
- (b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (c) liability arising from or caused by a deliberate or intentional act by or omission of any person entitled to indemnity
- (d) claims arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension
- (e) legal liability where indemnity is provided by any other insurance

5 Trustee insurance

The cover provided by this extension is in force only if **you** are permitted to effect this type of insurance

This insurance covers only those losses which either arise from claims made during the period of insurance against those insured or are discovered and reported during the period of insurance by those insured

Cover

- (a) **We** will indemnify
- (i) the **trustee** against all sums which the **trustee** becomes legally liable to pay as damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the period of insurance
 - (ii) the **Insured** against all sums which the **Insured** is required or permitted by law to pay to or on behalf of the **trustee** for the **trustee's** legal liability for damages and all other costs and expenses as a result of the **wrongful act** which gives rise to a claim made against the **trustee** and notified to **us** during the period of insurance
- (b) **We** will indemnify the **Insured** or **trustee** against all sums which the **Insured** or **trustee** becomes legally liable to pay as damages and all other costs and expenses including reasonable costs incurred for restoration as a result of a document relating to the **business** being subject to **damage** which is discovered during the period of insurance and notified to **us** within 30 days
- (b) each claim made against any **trustee** and each loss suffered by any **trustee** as personal to that **trustee**
- (c) each claim for indemnity by any **trustee** as personal to that **trustee** and the right of each **trustee** to indemnity shall not be affected by the situation or conduct of anyone else
- (2) If the legal liability of the **trustee** is imputed or transferred to the lawful spouse of the **trustee** or any person deriving similar status in law **we** will provide to that person the personal indemnity to which the **trustee** would be otherwise entitled under this extension
- (3) If the **trustee** should die become insolvent or mentally incapacitated **we** will provide to the estate heirs legal representatives or assigns of the **trustee** the personal indemnity to which the **trustee** is entitled under this extension
- (4) If the lawful spouse of the **trustee** or any person deriving similar status in law is entitled to any indemnity under 2 above and dies becomes insolvent or mentally incapacitated **we** will provide that person's estate heirs legal representatives or assigns the personal indemnity to which that person is so entitled
- We** will not provide any indemnity in respect of
- (i) anything for which indemnity is provided under the Professional indemnity section of this policy or any other section of or extension to this policy or by any other source
 - (ii) anything which was done when known to be a **wrongful act** or ignoring that possibility
 - (iii) the consequences of any circumstances known by the **Insured** or **trustee** at the commencement of this cover which may give rise to a claim
- (1) **We** will treat
- (a) the application for this insurance as a separate application for cover by each **trustee**

Personal cover applicable to extension 5

- (iv) liability arising from **bodily injury** to any person **damage** to property (other than as provided under paragraph (b) of this extension) or infringement of intellectual property rights
- (v) liability arising from the rendering of any counselling advice or other service
- (vi) anything done in the capacity of trustee or administrator of any pension fund or scheme
- (vii) any person committing or condoning any criminal dishonest or fraudulent act or omission
- (viii) liability assumed by agreement unless liability would have attached without such agreement
- (ix) liability arising from any failure to arrange or maintain insurance
- (x) any legal action brought in a court of law outside the **geographical limits**
- (xi) liability arising from any allegation of unfair or wrongful dismissal and any other employment dispute
- (xii) liability arising from anything manufactured sold or supplied by or on behalf of the **Insured**
- (xiii) liability arising from any **wrongful act** subsequent to the effective date of takeover or merger of the **Insured** by or with any other entity
- (xiv) liability arising from any
 - (a) personal guarantee or assurance given by the **trustee** to anyone (other than the **trustee** giving assurance that the **trustee** has the authority to do something) or
 - (b) agreement that the **trustee** shall pay any penalty or fixed sum of money to anyone unless the **trustee** would still be legally liable even if that guarantee assurance or agreement did not exist
- (xv) The first €250 of each and every claim made under this extension

The most **we** will pay under this extension is €25,000 any one claim and €100,000 any one period of insurance

All claims resulting from a single **wrongful act** will be deemed to have been made during the period in which the first claim was accepted by **us**

Definitions specific to extension 5

Trustee

means anyone who is at any time a member trustee director or officer of the management committee of the **Insured**

Wrongful act

means any actual or alleged act which is wrongfully committed or attempted by the **trustee** when carrying out his or her duties as **trustee**

Special condition specific to extension 5

If required the **Insured** shall submit annual reports and accounts to their appropriate regulatory authority in accordance with prescribed timescales

In the event of **your** auditor or independent examiner qualifying their opinion or expressing concerns about **your** accounts accounting procedures or financial position in any of **your** Report and Accounts notification of such qualification and subsequent action taken by **you** and **your** regulatory authority is to be notified to **us** as soon as reasonably possible

6 Reimbursement of additional motor insurance costs

In the event of any accident involving the use of a private car belonging to one of **your** directors **governors** trustees officers committee members or **employees** whilst being used for **your business we** will at **your** request indemnify such person in respect of

- (a) the monetary value of the no claim bonus or discount that they have forfeited
Limit
€2,000 any one loss
- (b) the monetary value of the premium loading imposed by their insurers
Limit
€1,000 any one loss
- (c) medical expenses necessarily incurred and not otherwise recoverable
Limit
€1,500 any one loss

7 Member to member liability

The indemnity extends to include the legal liability of any one member of a school club or society to any other member arising in the course of school activities other than any form of unarmed combat provided always that such person

- (a) is not entitled to indemnity under any other policy
- (b) shall as though they were the **Insured** observe fulfil and be subject to all the terms of this section as far as they can apply

8 Libel and slander

We will indemnify **you** against liability incurred by **you** arising from or caused by the publication or utterance by **you** or on **your** behalf of a libel or slander

Provided that

- (a) a claim is first made against **you** during the period of insurance
- (b) this extension shall not apply in respect of
 - (i) claims which arise out of circumstances notified to previous insurers or known to the **Insured** at inception of this extension
 - (ii) publications or utterances made at the direction of any party entitled to indemnity by this section with the knowledge of the libellous or slanderous effect thereof
 - (iii) claims brought outside the **geographical limits**
- (c) for the purposes of this extension the limit of indemnity is €100,000 any one **event**

9 Overseas personal liability

We will indemnify **you** and if **you** request any director **governor** trustee officer committee member or **employee** of **yours** for personal liability for **injury** or **damage** arising other than in connection with the **business** or any business of the person claiming indemnity while such persons are temporarily outside the **geographical limits** in connection with the **business**

No indemnity will be provided by this extension

- (i) for any liability which attaches solely because of a contract
- (ii) arising out of the ownership or occupation of land or buildings
- (iii) where indemnity is provided by any other insurance

- (iv) arising from any craft designed to travel in on or through water air or space but this exclusion shall not apply to any watercraft hired or borrowed and which are less than 5 metres in length and with a maximum speed of less than 15 knots while operated on inland waterways or within 3 miles of the coast
- (v) arising from any mechanically or electrically propelled vehicle
- (vi) for any liability in respect of **damage** to property belonging to or in the custody or control of or held in trust by **you** or any director **governor** trustee officer committee member or **employee** of **yours**

We will in addition indemnify **you** against **legal costs** other than in respect of any claim which is brought within the legal jurisdiction of the United States of America or Canada in which circumstances **legal costs** shall be included within the limit of indemnity

The total amount **we** will pay for damages for any one **event** is €2,600,000

Prosecution defence costs

We will subject to the limit of indemnity indemnify **you** in respect of

- (a) legal costs and expenses incurred with **our** written consent
- (b) costs awarded against **you** in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of
 - (i) the Safety Health and Welfare at Work Act 2005
 - (ii) the Sale of Goods and Supply of Services Act 1980
 - (iii) Liability for Defective Products Act 1991

- (iv) the Food Safety Authority of Ireland Act 1998 alleged to have been committed during the period of insurance in connection with the **business**

Exclusions

We will not provide any indemnity

- (a) where indemnity is provided by any other insurance
- (b) in circumstances where **injury** or **damage** has occurred which may be the subject of a claim under either the employers' liability or public liability covers of this section
- (c) in respect of fines or penalties of any kind
- (d) in respect of any costs expenses or reimbursements resulting from an order made under Section 54 or resulting from any charges under Section 21 of the Food Safety Authority of Ireland Act 1998
- (e) where the proceedings have resulted from any deliberate act or omission by
 - (i) **you** or any director **governor** trustee officer or committee member of **yours**
 - (ii) any **employee** of **yours** who has specific responsibility for compliance with the above legislation which could reasonably have been expected to constitute a breach of the above legislation

Limit of indemnity

The total amount **we** will pay in respect of any one claim shall not exceed €500,000

6 Legal expenses

The schedule will show if this section applies and which insured incidents are covered

To ensure an expert service the cover under this section is provided by DAS Legal Expenses Insurance Company Limited (DAS)

When presenting a claim for legal expenses the insured person must inform DAS as soon as possible and within the time limits stipulated under the individual covers and general exclusions to this section giving full details in writing of the insured incident and provide such proofs supporting evidence and other information DAS may require

Send your claim to

DAS Legal Expenses Insurance Company Limited
12 Duke Lane
Dublin 2

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Appointed representative

means the lawyer or accountant or other suitably qualified person who has been appointed to act for an **insured person** in accordance with the terms of this section

Costs and expenses

means

(1) **Legal costs**

All reasonable and necessary costs chargeable by the **appointed representative** on a party/party basis Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them or pays them with **our** agreement

(2) **Accountants costs**

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative** in accordance with our claims handling instructions

(3) **Attendance expenses**

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration court or tribunal hearing at the request of the **appointed representative** or as a defendant while attending jury service

We will pay for each half or whole day that the court tribunal or the **insured person's** employer will not pay for

The amount **we** will pay is based on the following

- (a) The time the **insured person** is off work including the time it takes to travel to and from the hearing This will be calculated to the nearest half day assuming that a whole day is eight hours
- (b) If the **insured person** works full-time the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages
- (c) If the **insured person** works part-time the salary or wages will be a proportion of the **insured person's** weekly salary or wages

Date of occurrence

means

- (1) for civil cases (other than under insured incident 4 – Tax Protection) when the cause of action first accrued
- (2) for criminal cases when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question
- (3) for Tax Protection when the relevant authority sends an assessment or written decision to the **Insured** following an audit

Insured

means the Insured shown in the schedule

Insured incident(s)

means the circumstances in which the insurance provided by this section will operate as described in each separate cover

Insured person

means the **Insured** and the directors partners managers employees and any other individuals declared to **us** by the **Insured**

Period of insurance

means the period for which **we** have agreed to cover the **insured person** and for which the premium has been paid

Territorial limit

means for insured incident 2 Legal Defence (excluding 2(4)) and 3(b) Bodily Injury

The European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Croatia Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

For all other insured incidents

The Republic of Ireland

We/us/our

means DAS Legal Expenses Insurance Company Limited

Cover

We will indemnify the **insured person** in respect of any **insured incident** shown as included in the schedule arising in connection with the **business** as long as

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit** and
- (b) any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit** and
- (c) in civil claims arising from all **insured incidents** (other than 1(a) (1) (2) (3) 1(b) and 2) it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence

For all **insured incidents we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal

Before **we** pay any **costs and expenses** for appeals **we** must agree that it is always more likely than not that the appeal will be successful

If an **appointed representative** is used **we** will pay the **costs and expenses** incurred for this

We will pay Financial Compensation Awards that **we** have agreed to

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is

- €65,000 for insured incident 1(a) (4)
- €800,000 for all other **insured incidents**

Insured incidents

1 Employment disputes and compensation awards

(a) Employment disputes

We will defend the **Insured's** legal rights

- (1) following
 - (a) a demand for monetary compensation by a prospective employee or ex-employee or
 - (b) any request for reinstatement by an employee or ex-employee
- (2) in proceedings in respect of a dispute with
 - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of or relates to a contract of employment with the **insured** or
 - (b) an employee or ex-employee arising from an alleged breach of their
 - (i) Statutory rights under employment legislation or
 - (ii) Civil rights in relation to their work or application to work as an employee of the **insured**
- (3) at the **insured's** request we will defend the **insured person's** (other than the **insured's**) legal rights if
 - (a) an event arising from their work for the **insured** leads to civil action being taken against the **insured person** under legislation for unlawful discrimination under Employment Equality legislation or
 - (b) civil action other than arbitration proceedings is taken against them as the trustee of a pension fund set up for the benefit of the **insured's** employees

- (4) defence of Judicial Review proceedings brought against the **insured** by an employee or ex-employee excluding compensation awards

Exclusions

- (i) Any claim in respect of damages for personal injury including stress, bullying and harassment claims or loss of or damage to property
- (ii) Employee internal disciplinary or grievance procedures
- (iii) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000 European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation
- (iv) Any claim brought under the Equal Status Act

(b) Compensation awards

We will pay any financial compensatory award otherwise payable by the **Insured** in respect of a claim **we** have accepted under insured incident 1(a) Employment disputes (excluding (4))

Provided that

- (1) The compensation is awarded by a court or tribunal under judgement made after full argument and otherwise than by consent or default or is payable under settlement approved in writing by **us**
- (2) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself the **Insured** has sought and followed advice from **our** legal advice service prior to serving notice of redundancy

- (3) The **Insured** will be responsible for 10% of all compensation awards payable under this section subject to a minimum amount of €1,500
- (4) The total of the compensation payable by **us** shall not exceed €1,500,000 in any one **period of insurance**

Exclusions

- (i) Any compensation award relating to the following
 - (a) Trade union activities trade union membership or non-membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning European Works Councils
 - (b) Health and Safety related dismissals brought under section 27 of the Safety Health and Welfare at work Act 2005 or any amending legislation
 - (c) civil claims against or statutory rights in relation to trustees of occupational pension schemes
 - (d) statutory rights in relation to Sunday work
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating to it
- (iii) Any award ordered because the insured has failed to provide relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation
- (iv) Any financial compensation award or increase in financial compensation award ordered by the tribunal for failure to comply with a recommendation or order it has made including non-compliance with a reinstatement or re-engagement order
- (v) Any award ordered following a Judicial Review

2 Legal defence

At the **Insured's** request

- (1) **We** will defend the **insured person's** legal rights
 - (a) prior to the issue of legal proceedings when dealing with the
 - Gardaí or
 - Health and Safety Authority and/or regional health boards where it is alleged that the **insured person** has or may have committed a criminal offence or
 - (b) following an incident which leads to the **insured person** being prosecuted in a court of criminal jurisdiction
- (2) **We** will defend the **Insured's** legal rights following civil action taken against the **Insured** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**
- (3) **We** will represent the **insured person** throughout a formal investigation or disciplinary hearing by any other relevant authority noted by endorsement to this section
- (4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **Insured's business**
- (5) **We** will represent the **Insured** in appealing against the refusal of the Data Protection Commissioner to register the **Insured's** application for registration
- (6) **We** will pay the **attendance expenses** of an **insured person** for jury service

Provided that

In so far as proceedings under the Safety Health and Welfare at Work Act 2005 are concerned the **territorial limit** shall be any place where the Act applies

Exclusions

- (1) Any claim relating to a statutory licence
- (2) Any claims arising from parking or obstruction offences
- (3) Any motor related prosecution where the **Insured** owns or has use of more than 6 motor vehicles used for business purposes

3 Property protection and bodily injury

(a) Property protection

We will negotiate for the **Insured's** legal rights in any civil action relating to material property which is owned by or the responsibility of the **Insured** following

- (1) any event which causes or could cause physical damage to such material property or
- (2) any nuisance or trespass

Exclusions

Any claim relating to the following

- (i) A contract entered into by the **Insured**
- (ii) Goods in transit or goods lent or hired out
- (iii) Goods at premises other than those occupied by the **Insured** unless the goods are at such premises for the purpose of installations or use in work to be carried out by the **Insured**
- (iv) Mining subsidence
- (v) Defending the **Insured's** legal rights other than in defending a counter-claim
- (vi) A motor vehicle owned or used by or hired or leased to an **insured person**

(b) Bodily injury

At the **Insured's** request **we** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of or bodily injury to them

This includes assisting the **insured person** (and family member if applicable) through **our** claims and legal advice service to register their claim with the Injuries Board (IB)

Exclusions

Any claim relating to the following

- (1) (i) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- (ii) Defending an **insured person's** and their family members' legal rights other than in defending a counter-claim
- (iii) A motor vehicle owned by or hired or leased to or used by an **insured person** or their family member
- (2) The cost of obtaining a medical report when registering a claim with the IB

4 Tax protection

(a) Revenue audits

We will negotiate on behalf of the **Insured** and represent them in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into the **Insured's** business accounts

(b) Employers compliance

We will negotiate on behalf of the **Insured** and represent them in any appeal proceedings in respect of a dispute concerning their compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social Community and Family Affairs

(c) VAT disputes

We will negotiate on behalf of the **Insured** and represent them in any appeal proceedings following an audit carried out by the Revenue Commissioners in respect of Value Added Tax due

Provided that

- (1) for all **insured incidents** the **Insured** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
- (2) the **Insured** and the **appointed representative** comply with **our** claims handling instructions throughout the course of the claim

Exclusions

- (i) Any **insured incident** arising from a tax avoidance scheme
- (ii) Any **insured incident** caused by the failure of the **Insured** to register for Value Added Tax
- (iii) Any **insured incident** arising from any investigation or enquiry undertaken by the Revenue Commissioners into alleged dishonesty or alleged criminal activities of the **Insured**

How we deal with tax protection claims

Our claims handling instructions for the **Insured** are provided in a separate document called 'How we deal with tax protection claims under your commercial legal protection policy' (A step by step guide to your tax claim)

The claims handling instructions for the **appointed representative** are in a document called 'Procedure for Appointed Representative when dealing with Tax Protection Claims'

These documents are sent out with the policy documents

If you need further copies please contact Ecclesiastical

Exclusions

- (1) Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**
- (2) **Costs and expenses** incurred before the written acceptance of a claim by **us**
- (3) Fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured incident 1(b) Compensation Awards
- (4) Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- (5) Any claim relating to franchise rights or agency rights where the **Insured** has the legal capacity to alter the legal relations of another
- (6) Any **insured incident** deliberately or intentionally caused by an **insured person**
- (7) A dispute with **us** not otherwise dealt with under Condition 7
- (8) Any claim relating to a shareholding or partnership share in the **Insured** unless such shareholding was acquired under a scheme open to all employees of the **Insured** or a substantial number of them of a certain minimum grade other than the directors or partners of the **Insured**
- (9) Judicial review other than the defence of judicial review proceedings brought against the **insured** under insured incident 1(a) (4)
- (10) Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**

- (11) When either at the commencement of or during the course of a claim the **Insured** is bankrupt or has filed a bankruptcy petition or winding-up petition or has made an arrangement with its creditors or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator
- (12) Any claim where the **insured person** brings a legal action resulting from one or more events arising at the same time or from the same originating cause which are included as part of proceedings brought on behalf of a number of Plaintiffs
- (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings or
 - (ii) there is a conflict of interest
- (c) Before an **insured person** chooses a lawyer or accountant **we** can appoint an **appointed representative**
- (d) An **appointed representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment
The **appointed representative** must co-operate fully with **us** at all times

Conditions

- (1) An **insured person** must
- (a) keep to the terms and conditions of the policy
 - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible
 - (d) try to prevent anything happening that may cause a claim
 - (e) send everything **we** ask for in writing
 - (f) give **us** full details of any claim as soon as possible and give **us** any information **we** need
- (2) (a) **We** can take over and conduct in the name of an **insured person** any claim or legal proceedings at any time
We can negotiate any claim on behalf of an **insured person**
- (b) **We** will choose the **appointed representative** to represent the **insured person** in any proceedings where **we** may be liable to pay a financial compensation award
In any other case an **insured person** is free to choose an **appointed representative** (by sending **us** the suitably qualified person's name and address) if
- (e) **We** will have direct contact with the **appointed representative**
 - (f) An **insured person** must co-operate fully with **us** and the **appointed representative** and must keep **us** up-to-date with the progress of the claim
 - (g) An **insured person** must give the **appointed representative** any instructions that **we** require
 - (h) **We** may choose not to accept the choice of representative but only in exceptional circumstances
- (3) (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent
- (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay any further **costs and expenses**
- (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings

- (4) (a) If **we** ask an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed assessed or audited
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered
- (5) If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason the cover **we** provide will end at once unless **we** agree to appoint another **appointed representative**
- (6) If an **insured person** settles a claim or withdraws their claim without **our** agreement or does not give suitable instructions to an **appointed representative** the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**
- (7) If **we** and an **insured person** disagree about the choice of **appointed representative** or about the handling of a claim **we** and the **insured person** can choose another suitably qualified person to decide the matter
- We** and the **insured person** must both agree to this in writing
- If **we** cannot agree with the **insured person** about the choice of the second suitably qualified person **we** will ask the president of the Law Society of Ireland to choose a suitably qualified person
- Whoever loses the disagreement will have to pay the cost of settling it
- (8) **We** may at **our** discretion require the **Insured** to obtain an opinion from counsel at the **Insured's** expense as to the merits of a claim or proceedings
- If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid for by **us**
- (9) **We** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this policy did not exist
- (10) This section will be governed by the laws of the Republic of Ireland

7 Money with assault extension

The schedule will show if this section applies

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Bodily injury

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Business hours

means any time when anyone with responsibility for **money** is in attendance at the **premises** for the purpose of **your business**

Deferment period

means the initial period specified in the schedule following **bodily injury** during which the **temporary total disablement** benefit is not payable

Insured persons

means any employee of the **insured**

Loss of eye(s)

means total and irrecoverable loss of sight of an eye or eyes

Loss of limb(s)

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

Medical expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **insured person**

Money

means current notes and coins cheques (other than pre-signed blank cheques whether crossed or uncrossed) postal orders money orders securities for money crossed bankers drafts unused postage stamps travellers cheques Premium Bonds credit and debit card sales vouchers value added tax purchase vouchers gift tokens and unused credit on postal franking machines belonging to **you** or for which **you** are responsible and pertaining to the **business**

Money in transit

means money other than **non-negotiable money** in transit in **your personal custody** or the **personal custody** of a director or employee or representative of **yours** or in a bank night safe until the bank accepts responsibility

Non-negotiable money

means crossed cheques (other than pre-signed blank cheques) crossed postal orders crossed money orders crossed bankers drafts Premium Bonds credit and debit card sales vouchers value added tax purchase vouchers and unused credit on postal franking machines

Other money

means **money** other than **non-negotiable money**

Permanent total disablement

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Personal custody

means within the immediate personal control of **you** or any other responsible person authorised by **you**

Temporary total disablement

means disablement from engaging in or giving attention to usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover A – Money

We will indemnify **you** in respect of loss of **money** happening during the period of insurance anywhere in the **geographical limits**

Our liability in respect of any one loss shall not exceed the amount stated in the schedule

Extensions

The insurance by this section is extended to include the following

1 Damage to safes

We will indemnify **you** against **damage** to any safe strongroom or cash carrying bag belonging to **you** or for which **you** are responsible arising in connection with theft or attempted theft of insured **money**

2 Damage to clothing and personal effects

We will indemnify **you** against **damage** to clothing and personal effects belonging to **you** or any of **your** directors or employees or representatives arising in connection with theft or attempted theft of insured **money**

3 Dishonesty of employee

We will indemnify **you** against loss due to the dishonesty of any director employee governor or trustee of the **Insured** if discovered within 28 days of the occurrence but **our** liability for such loss shall not exceed €3,000 per person nor €7,500 in total in any one period of insurance

4 Fund-raising events and collection of fees

For the period from two days before until seven days after a fund-raising event or the date for collection of fees the limits shown in the schedule are doubled for the following

- (a) **Money** whilst in the course of transit or in a bank night safe
- (b) **Money** whilst being counted or in the home of any employee
- (c) **Money** in a locked safe in the **premises**

Exclusions

We shall not be liable in respect of loss

- (1) due to dishonesty of any director or trustee or employee of the **Insured** other than as provided for by Extension (3) above
- (2) whilst the **money** is in the custody or control of a professional carrier
- (3) during transit by unregistered post
- (4) from an unattended vehicle
- (5) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit **money**
- (6) in excess of the 'in any other circumstances' limit shown in the schedule of **other money** from any room left unattended and unlocked unless this occurs during **business hours** and such **other money** is contained in a locked safe cupboard or desk with the key held in **personal custody**
- (7) of completed credit or debit card sales vouchers unless a copy of each voucher is at all times kept in a secure place separate from its counterpart

Special condition

Safe keys

It is a condition precedent to liability in respect of loss of **money** from a locked safe or locked strongroom that all keys (except those deposited with a bank) for safes and strongrooms containing **money** and notes of combination locks letters and numbers must be held in **personal custody**

Cover B – Assault extension

If during the period of insurance an **insured person** sustains **bodily injury** in the course of their employment by **you** as a direct result of robbery or hold-up or any attempt thereat **we** will pay the appropriate benefit

Scale of benefits

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

- 1 **Death**
€3,750
- 2 **Loss of limb(s) or loss of eye(s)**
€3,750
- 3 **Permanent total disablement**
€3,750
- 4 **Temporary total disablement**
€37.50 per week
- 5 **Medical expenses**
Maximum of 15% of the benefits payable under 4 above

Extension

Hospital benefit and dental expenses

If during the period of insurance an **insured person** sustains bodily injury in the course of their employment by **you** as a direct result of robbery or hold up or any attempt thereat **we** will pay

- (a) dental expenses incurred by the **insured person**
Limit €750
- (b) €30 a day up to €300 if as a result of the **bodily injury** the **insured person** goes into hospital for in-patient treatment

Exclusions

We shall not be liable for **bodily injury**

- (1) arising from wilful exposure to needless peril (except in an attempt to save human life)
- (2) sustained by any person before that person attains the age of 16 years or after the expiry of the period of insurance in which that person attained the age of 80 years

Special conditions

- 1 Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**
- 3 Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- 4 A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** may be made by **us**

8 Personal accident

The schedule will show if this section applies and the cover in force

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Accidental bodily injury

means bodily injury resulting directly and independently of any other cause within 24 calendar months in disablement or death

Deferment period

means the initial period specified in the schedule following **accidental bodily injury** during which the **temporary total disablement** benefit is not payable

Insured persons

means as specified in the schedule

Loss of eye(s)

means total and irrecoverable loss of sight of an eye or eyes

Loss of limb(s)

means loss by physical severance at or above the wrist or ankle or total and irrecoverable loss of use of a limb or limbs

Medical expenses

means the cost of medical surgical dental or other remedial attention treatment or appliances given or prescribed by a qualified medical practitioner and all hospital nursing home and ambulance charges necessarily incurred in the treatment of the **insured person**

Permanent total disablement

means permanent total and absolute disablement (other than by **loss of limb(s)** or **loss of eye(s)**) from gainful employment of any and every kind which shall have lasted for 104 weeks and which in all probability will last for the remainder of life

Temporary total disablement

means disablement from engaging in or giving attention to usual profession trade business or occupation for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover

If during the period of insurance an **insured person** sustains **accidental bodily injury**

- (1) at any time if Cover A applies
- (2) arising out of and in the course of their employment by **you** if Cover B applies

we will pay the appropriate benefit

Cover operative (A) or (B)

As specified in the schedule

Scale of benefits

The level of benefits are shown in the schedule

If the benefits are expressed in units one unit provides the following

- 1 **Death**
€3,750
- 2 **Loss of limb(s) or loss of eye(s)**
€3,750
- 3 **Permanent total disablement**
€3,750
- 4 **Temporary total disablement**
€37.50 per week
- 5 **Medical expenses**
Maximum of 15% of the benefits payable under 4 above

Extensions

1 Hospital benefit and dental expenses

If during the period of insurance an insured person sustains bodily injury

- (1) at any time if Cover A applies
- (2) arising out of and in the course of their employment by **you** if Cover B applies

We will pay

- (a) dental expenses incurred by the **insured person**
Limit €750
- (b) €30 a day up to €300 if as a result of the bodily injury the **insured person** goes into hospital for in-patient treatment

Excluding any claim where **we** have accepted a Hospital Benefit and Dental Expenses claim under the Money with assault extension section of this policy

2 Clothing and personal effects

If **we** accept a claim for bodily injury under this section **we** will pay for the **insured person's** clothing and personal effects damaged at the same time up to an amount of €750 per person such amount being in addition to any amount recoverable under the Property damage section

Excluding any claim where **we** have paid for personal effects under the Money with assault section of this policy

Exclusions

We shall not be liable for **accidental bodily injury**

- (1) arising from
 - (a) any consequence of suicide or deliberate self-injury intemperance venereal disease insanity pregnancy childbirth the influence of drugs unless such drugs are taken as prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction
 - (b) any health problem which ought reasonably to have been within the knowledge and belief of the **insured person** or **you** at inception of this insurance or prior to the latest renewal thereof and which has not been declared to and accepted in writing by **us**
 - (c) wilful exposure to needless peril (except in an attempt to save human life)
 - (d) any **insured person** taking part in practising or training for any of the excluded activities
- (2) sustained by any person after the expiry of the period of insurance in which that person attained the age of 70 years

Excluded activities

- Aqualung diving
- Flying
(except as a fare-paying passenger)
hang-gliding or parachuting
- Hunting on horseback polo
showjumping or steeple chasing
- Driving riding or sailing in any
kind of race
- Riding motor cycles or motor scooters
as a driver or passenger
- Winter sports other than curling
or ice-skating
- Football other than amateur association
football amateur rugby football gaelic
football and hurling
- Mountaineering cliff or rock-climbing
abseiling gully bashing subterranean or
elastic rope sports or activities
- Any pursuit or activity involving
personal danger or hazard
- Playing in any sport professionally
- Service in the armed forces

Special conditions

- 1 Benefit shall not be payable in respect of any **insured person** for any later accident after an accident giving rise to a claim other than for **temporary total disablement**
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement**
- 3 Other than 2 above one benefit only shall be payable in respect of any one **insured person** in connection with the same accident
- 4 A receipt given by **you** or by **your** legal personal representatives shall be a valid discharge of **our** liability under this section
- 5 No compensation shall become payable until the total amount shall have been ascertained and agreed save that periodic payments on account of **temporary total disablement** may be made by **us**

9 Professional indemnity

The schedule will show if this section applies and the cover in force

This insurance covers only those losses which either arise from claims made during the period of insurance against those insured or are discovered and reported during the period of insurance by those insured

Definitions

Each time any of the following words or phrases appear in this section in **bold italic** type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

Employee(s)

means

- (a) a person under a contract of service or apprenticeship with **you**
- (b) a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **you**
- (c) labour masters and persons supplied by them
- (d) a person engaged by labour-only subcontractors
- (e) a self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with **you**
- (f) work experience trainees
- (g) governors
- (h) authorised voluntary workers while working for **you** in connection with the **business**

Insured

means the organisation itself and any person who was or is or shall be a governor trustee committee member employee or **authorised volunteer** director or officer of the organisation but not its administrator

liquidator administrative receiver solicitor auditor or medical practitioner

In the event of the death incapacity or bankruptcy of an Insured indemnity is provided to the estate heirs legal representatives or assigns of such Insured

Policyholder

means the organisation specified in the schedule who represents all **Insureds** in respect of all matters relating to this insurance

Wrongful act

means any actual or alleged act which is wrongfully committed or attempted by an **Insured**

Cover

We will indemnify the **Insured** against all sums which the **Insured** shall be legally liable to pay as damages and all costs and expenses reasonably incurred arising from any claim or claims first made against the **Insured** and notified to **us** during any period of insurance (but not prior to the retroactive date of this insurance) and arising solely in the course of performing duties in furtherance of the activities of the **policyholder** for

Cover 1

Any **wrongful act** occurring or committed in good faith

Cover 2

any dishonest or fraudulent act or omission on the part of any person defined as an **Insured** provided that

- (a) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- (b) the following shall be deducted from any amount payable under this section
 - (i) any monies which but for such dishonest or fraudulent act or omission would be due from the **Insured** to the person committing or condoning such act or omission

- (ii) any monies held by the **Insured** and belonging to such person
- (c) **we** shall not be liable for any claim arising from any dishonest or fraudulent act or omission committed by any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty

Amount payable and excess

The amount of **our** liability for damages costs and expenses in respect of any one claim and in the aggregate in any one period of insurance shall not exceed the limit shown in the schedule

If **we** are liable to indemnify more than one party the total amount of indemnity for damages costs and expenses to all such parties including the **Insured** shall not exceed the limit of indemnity

Where an **excess** is specified in the schedule this amount shall be borne by the **Insured** and **our** liability shall only be in addition to this amount

Representations and severability

In providing indemnity under this section to any one **Insured we** have relied upon the statements and declarations in the proposal including any additional or supplementary information supplied

The proposal shall be considered to be a separate proposal by each **Insured**

With respect to statements and declarations in the proposal no statements made or knowledge possessed by any **Insured** shall be imputed to any other **Insured** to determine the availability of indemnity in respect of claims made against any other **Insured**

Extension

Loss of documents

If during the currency of this insurance the **Insured** shall discover that any **documents** the property of or entrusted to the **Insured** or in the custody of any other person to or with whom such **documents** have been entrusted by the **Insured** in the ordinary course of the **business** have been destroyed or damaged or lost or mislaid and after diligent search cannot be found **we** will indemnify the **Insured** up to the limit of indemnity

- (1) against
 - (a) legal liability of whatsoever nature which the **Insured** may incur to any other person in consequence of such **documents** having been so destroyed damaged lost or mislaid and
 - (b) costs and expenses of whatsoever nature incurred in replacing or restoring such **documents** other than such costs and expenses incurred as a result of loss or distortion of information on computer system records
- (2) for the **Insured's** own costs and expenses incurred with **our** written consent in the defence or settlement of any claims to establish liability as described in 1(a) above

Definition specific to this extension

Documents

means all documents other than bearer bonds coupons bank notes currency notes and negotiable instruments

Exclusions

We shall not be liable under this section in respect of

- (1) death or bodily injury to any person or **damage** to property (except as otherwise stated) unless arising out of any act insured by Covers 1 and 2 of this section
- (2) any claim arising from the provision of advice design or specification where the **Insured** contracts to
 - (a) manufacture construct erect or install or
 - (b) supply materials or equipment
- (3) fines penalties or punitive exemplary or multiplied damages
- (4) any claim arising from an agreement by the **Insured** to pay penalties or liquidated damages
- (5) any claim arising from any breach of any obligation owed by the **Insured** as employer to any **employee**
- (6) arising from the trusteeship or administration of any pension fund profit sharing or employee benefit scheme
- (7) the consequence of any circumstance
 - (a) notified under any insurance which was in force prior to the inception of the insurance by this section
 - (b) known to the **Insured** at the inception of the insurance by this section which may give rise to a claim
- (8) liability in respect of **pollution or contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance All **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Notwithstanding anything contained herein to the contrary our liability for all compensation payable in respect of all **pollution or contamination** which is deemed to have occurred during the period of insurance shall not exceed in the aggregate the limit of indemnity in respect of this section as shown in the schedule

Definition specific to this exclusion

Pollution or contamination

means

- (a) all pollution or contamination of buildings or other structures or water or land or the atmosphere and
 - (b) all loss or damage or injury directly or indirectly caused by such pollution or contamination
- (9) any claim arising directly or indirectly from
 - (a) mining processing manufacturing removing handling disposing of treatment of distributing or storing of **asbestos**
 - (b) fears of the consequences of exposure to or inhalation of **asbestos**
 - (10) liability arising from damage to **data**
 - (11) any claim arising from any failure or omission of any **Insured** to effect and maintain insurance for them and on their behalf
 - (12) any claim whereby the **Insured** is entitled to indemnity from any other source whether insured or not
 - (13) any claim made or action instituted in a court of law outside the European Union the Channel Islands or the Isle of Man or is instituted outside those territories to enforce a judgement in those territories whether by reciprocal agreement or otherwise

- (14) the **excess** specified in the schedule
- (15) any claim arising from any **wrongful act** which any **Insured** knew to be a **wrongful act** or which was committed by such person in reckless disregard of whether it was a **wrongful act** or not

Special conditions

- 1 This insurance will not apply to claims made against the **Insured** by reason of any act error or omission committed or alleged to have been committed prior to the retroactive date stated in the schedule
- 2 The **Insured** shall not disclose to any person without **our** written consent the nature and terms of the insurance provided by this section
- 3 In the event of the **Company** being entitled to avoid the insurance by this section from inception or from the time of any variation in cover the **Company** may at its discretion maintain this insurance in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation in cover

General information (not forming part of the policy)

Complaints procedure

If you have any reason to complain you can make your complaint in writing or verbally to any member of staff or to the Manager at:

Ecclesiastical Insurance Office plc
Fitzwilliam Business Centre,
77 Sir John Rogerson's Quay,
Dublin 2.

Tel 01 662 4933
Fax 01 662 4639

Email ireland@eigmail.com

We will acknowledge all complaints within five working days.

If you are not satisfied with our response, or we have not completed our investigation after 25 working days, we will inform you of your right to take your complaint to:

Financial Services Ombudsman
3rd Floor
Lincoln Place
Dublin 2

Lo Call 1890 882090
Tel 01 662 0899

Email enquiries@financialombudsman.ie

This complaints procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme (FSCS)

This scheme was set up under the terms of the United Kingdom Financial Services and Markets Act 2000.

This scheme extends to include policies issued by the Republic of Ireland branches of United Kingdom Insurers.

Its aim is to protect private and small business/charity customers should an insurer go out of business and be unable to meet its liabilities or pay claims. You may be entitled to compensation depending upon your income and the number of people you employ.

If so, FSCS may arrange to transfer your policy to another insurer, provide a new policy or, if these actions are not possible, provide compensation. The maximum level of compensation you can receive from the scheme for a claim against an insurance firm depends on the type of insurance policy.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme,
7th Floor, Lloyds Chambers,
1 Portsoken Street,
London E1 8BN.

Tel +44 (0)20 7892 7300
Email enquiries@fscs.org.uk

Notes

Ecclesiastical Insurance Office plc is authorised and regulated by the Financial Services Authority (FSA) in the UK.

Charity
Care sector
Heritage
Education
Commercial bespoke
Property Owners
Apartment blocks
Schemes
Shops
Offices
Faith

For further information on any of our products or services, please speak to your broker.

Or visit us at
www.ecclesiastical.ie



Fitzwilliam Business Centre,
77 Sir John Rogerson's Quay,
Dublin 2, Ireland

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