

Commercial Insurance Ireland

POLICY DOCUMENT

www.ecclesiastical.ie

 ecclesiastical

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Introduction

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. We are a specialist financial services group, with a strong portfolio of insurance businesses in Ireland, UK, Canada and Australia. All are underpinned by a reputation for delivering an outstanding service for customers, with firmly established roots as a socially responsible general insurer.

Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy and schedule carefully. If you have any queries or wish to change your cover, contact your insurance intermediary.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell your insurance intermediary.

Data Privacy Notice

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health. We may also collect and process information which is likely to reveal your religious beliefs where you have manifestly made that information public or by communicating with us using a title or honorific which indicates a religious belief. We may also collect data relating to any previous unspent criminal convictions that you may have where that data is necessary to facilitate the provision of insurance services in connection with you, or related activities.

We process your personal data and your special category personal data relating to health and religious affiliation for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

We may also use information from other sources such as the Companies Registration Office, Financial Credit Agencies and Insurance Link (a central claims database for the insurance industry) to obtain additional details and to independently verify information you have provided to us. You can find more information about Insurance Link at www.inslink.ie.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.ie/privacy-policy or contact our Compliance Associate, by post at Ecclesiastical Insurance Office plc, 2nd Floor, Block F2, EastPoint, Dublin 3, D03 T6P8, or by telephone on **01 619 0300** or by email at compliance@ecclesiastical.com.

Claims enquiries

At Ecclesiastical, we like to keep claims simple.

When you claim, we'll look at your cover to see how we can best help you. We'll work swiftly, and deal with your claim fairly. If we can resolve your claim when you first contact us, we will. But if it's a little more complicated, we'll make sure you always know what's going on. We'll also give you direct access to the expert claims handler dealing with your claim, who will be able to make key decisions about your claim.

We'll take a proactive approach to protecting your interests against third party legal liability claims, and we'll always consult you before making any admission of liability.

Making your claim

For claims other than Legal expenses claims - If you wish to report a new claim or discuss an existing claim during office hours (Monday to Friday 9am to 5pm) please call

01 619 0300

Outside of business hours please call

01 619 0325

For Legal expenses claims call ARAG

01 670 7470

For all claims

The action to be taken by the policyholder in the event of any incident which may give rise to a claim is shown in the Claims conditions.

Helpline services

In the event of a problem, you can obtain help from any of the following helpline services.

Please make sure that you are able to give your policy number shown on your policy schedule.

The following are provided by ARAG Legal Protection Limited (ARAG).

To help them check and improve their services all calls (except those relating to counselling) may be recorded.

ARAG will not accept responsibility if the Helpline services fail for reasons they cannot control.

Business assistance

01 881 8010 or 091 545 928

This helpline is available 24 hours a day, 365 days a year.

In the event of an unforeseen emergency affecting your premises which causes damage or potential danger ARAG will contact a suitable repairer or contractor and arrange assistance on your behalf.

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.

Eurolaw commercial legal advice

0818 670 747

ARAG can provide confidential legal advice over the phone on any commercial legal problem affecting you, under the laws of the Republic of Ireland, any European Union country, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the commercial legal advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.

Legal advisors can provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, ARAG will refer you to specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, ARAG will call you back.

Counselling

1800 670 407

This helpline is available 24 hours a day, 365 days a year

ARAG can provide all your employees (including any member of their immediate family who permanently live with them) with a confidential counselling service over the telephone, if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment), including where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by ARAG.

Health and medical information services

0818 254 164

Health and medical information is provided by qualified nurses 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

ARAG 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.

Information service

Provided by ARAG Legal Protection Limited (ARAG).

Employment manual

The ARAG Employment manual provides up to date guidance on employment law.

**To view the Employment manual please visit the ARAG website at
www.arag.ie**

You can print any part of this document for your own use.

General information

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses complaints:

Ecclesiastical Insurance Office plc,
2nd Floor,
Block F2,
Eastpoint,
Dublin 3,
D03 T6P8

Tel: 01 619 0300

Email: complaints@ecclesiastical.com

For Legal expenses complaints:

ARAG Legal Protection Limited (ARAG),
1 Upper Hatch Street,
Dublin 2,
D02 PY28

Tel: 01 670 7470

Email: customerrelations@arag.ie

Website: www.arag.ie

Our promise to you

- We will investigate your complaint and provide you with the name of your point of contact in relation to your complaint.
- We will keep you informed of the progress of your complaint with regular written updates on the progress of our investigation at intervals no greater than 20 business days.
- We shall attempt to investigate and fully resolve your complaint within 40 business days and will furnish you with the findings of our investigation into your complaint within five business days of completion of our investigation.
- We will use feedback from your complaint to improve our service.

If you're not entirely satisfied with our handling of and final response to your complaint, or if we have not completed our investigation in 40 business days, we'll inform you of your right to take your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin 2
D02 VH29

Tel: 01 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

The Financial Services and Pensions Ombudsman can investigate complaints from all customers, except limited liability companies which have a turnover of €3m and above.

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

The Insurance Compensation Fund

This was established under the Insurance Act 1964 amended by the Insurance (Amendment) Act 2011. The fund is designed to facilitate payments to policyholders in relation to risks in Ireland where an Irish-authorized non-life insurer or a non-life insurer authorized in another EU Member State goes into liquidation or administration. Not all policyholder liabilities are covered by the fund. A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of the liability to an individual.

For further information on the scheme you can visit the website at www.centralbank.ie

General definitions

Each time any of the following words or phrases appear in this policy in bold italic type or in capital letters in the schedule they will take the specific meaning shown below unless specifically defined in a policy section

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

Aircraft

means aircraft and other aerial devices dropped from them

Asbestos

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

Authorised volunteers

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

Condition precedent to liability

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by ***us*** shall be repaid to ***us***

Damage

means physical loss destruction or damage

Earthquake

means earthquake including fire as a result of earthquake

Escape of oil

means accidental escape of oil from any fixed oil fired heating installation or storage tank caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the ***period of insurance***

Escape of water

means escape of water from any tank apparatus or pipe including ***damage*** to any water tank apparatus or pipe itself caused by freezing of water but excludes water discharged or leaking from an installation of automatic sprinklers

Excess

means the first amount of each and every loss (after applying any adjustment for underinsurance) up to the amount set out in the schedule to this policy relevant to that loss

Fire

means fire by any cause other than ***earthquake*** and includes any losses arising from lightning or explosion

Flood

means the escape of water from the normal confines of any natural or artificial water course or lake reservoir canal or dam or inundation from the sea

Geographical limits

means Republic of Ireland

Heave

means upward movement of the ground beneath the site on which the **premises** stand as a result of the soil expanding

Impact

means impact by any road or rail vehicle or animal

Insured/you/your

means the Insured shown in the schedule

Landslip

means downward movement of sloping ground at the site on which the **premises** stand

Malicious persons

means intentional and wilful **damage** not caused by thieves

Period of insurance

means the period of insurance stated in the schedule

Premises

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

Restricted peril(s)

means **fire earthquake aircraft riot malicious persons storm flood impact escape of water**

Riot

means riot civil commotion strikers locked out workers or persons taking part in labour disturbances

Settlement

means downward movement as a result of the

(a) Normal settlement or bedding-down of structures

(b) Settlement or movement of made-up ground

Sprinkler leakage

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

Storm

means a period of violent wind rain snow or hail but excluding **damage** caused by **flood**

Subsidence

means downward movement of the ground beneath the site on which the **premises** stand and includes any losses arising from **heave** or **landslip**

Theft

means theft or attempted theft

Unoccupied

means vacant untenanted unfurnished empty or no longer in active use for a period exceeding 30 consecutive days

Vermin

means any wild animals birds and insects (whether they have protected status or not) that are known to cause **damage** or carry disease

Insuring clause

This policy document and the schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **we** will provide insurance against loss destruction damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **your business** during the **period of insurance** or any subsequent period for which **we** agree to accept a renewal premium

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 Schedule 1 of the Stamp Duties Consolidation Act 1999

General exclusions

This policy does not cover the following

1 Excess

Any **excess**

2 Other insurances

Property more specifically insured under another policy

3 Radioactive contamination

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
Part (d) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are on the property insured and are being prepared stored or used in the normal course of operations by **you** for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended
- (e) any chemical biological bio-chemical or electromagnetic weapon

However this exclusion does not apply to losses arising from naturally occurring radioactive gases released from the earth such as Radon

This exclusion does not apply to Cover 1 of the Liabilities section or the Personal accident section

4 War risks

Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

5 Terrorism

Definitions specific to this exclusion

Act of 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 or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Any loss damage cost or expense directly or indirectly caused by contributed to by resulting from or arising out of or in connection with any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

This insurance also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

If **we** allege that by reason of this exclusion any loss damage cost or expense is not covered by this policy the burden of proving the contrary shall be upon **you**

6 Date recognition

Definitions specific to this exclusion

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

Any claim directly or indirectly arising from the failure or possible failure of any **computer**

- (a) to correctly recognise any date as its true calendar date
- (b) to save and/or correctly interpret or process any data or command as a result of treating any date other than its true calendar date
- (c) to save or correctly process any data on or after any date

but this shall not exclude subsequent **damage** or consequential loss not otherwise excluded which itself results from a **restricted peril** or **theft**

This exclusion does not apply to the following sections: The assault extension of the Money section Personal accident Liabilities and Legal expenses

7 Cyber loss

Definitions specific to this exclusion

Computer system

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

Data

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a **computer system**

Time element loss

means business interruption contingent business interruption or any other consequential losses

Any loss damage liability cost or expense of whatsoever nature directly or indirectly caused by contributed to by or resulting from arising out of or in any connection with

- (a) any unauthorised access to or loss of alteration of or damage to or a reduction in the functionality availability or operation of a **computer system** or any unauthorised access to or modification of **data**

Notwithstanding the provisions of this sub-paragraph (a) and subject to all other terms and conditions and exclusions contained in this policy this policy will provide cover for physical loss of or physical damage to property insured under this policy (not including **data**) and any **time element loss** directly resulting therefrom where such physical loss or physical damage is directly occasioned by any of the following perils provided always that such perils are otherwise insured by this policy

- (i) Fire lightning or explosion
 - (ii) Impact by aircraft or vehicle or animal or falling objects
 - (iii) Wind storm hail tornado cyclone hurricane earthquake volcano tsunami flood freeze or weight of snow
 - (iv) Escape of water or oil
 - (v) Riot or civil commotion
 - (vi) Subsidence heave or landslip
 - (vii) Theft or loss of insured property caused by persons physically present at both the time and location of such theft or loss
 - (viii) Vandalism or malicious acts causing physical damage to insured property caused by persons physically present at both the time and location of such damage
 - (ix) Accidental damage to insured property caused by persons physically present at both the time and location of such damage
- (b) any loss of use reduction in functionality repair replacement restoration or reproduction of any **data** including any amount pertaining to the value of such **data**

Notwithstanding the provisions of this sub-paragraph (b) in the event that hardware or the data storage device of a **computer system** insured under this policy sustains physical damage caused by a peril described in the proviso to paragraph (a) above which results in damage to or loss of **data** stored on that hardware or the **data** storage device then the damage to or loss of such **data** shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost **data** under this Policy shall be limited to the cost of reproducing **data** provided that such costs are otherwise indemnifiable under this policy

Such costs shall include all reasonable and necessary expenses incurred in re-creating gathering and assembling such **data** but shall not include the value of the **data** whether to the **Insured** or any other party even if such **data** cannot be recreated gathered or assembled

- (c) any
- (i) unauthorised appropriation of **data**
 - (ii) unauthorised transmission of **data** to any Third Party
 - (iii) misrepresentation or use or mis-use of **data**
 - (iv) operator error in respect of **data**
- (d) any threat to carry out or perpetrate a hoax in respect of anything described in sub-paragraphs (a) – (c) above
- (e) any action taken or failure to take action to prevent control limit or respond to anything described in sub-paragraphs (a) – (d) above

This exclusion applies to all cover sections of this policy except those covers (where insured by this policy) noted below

- a. Employers' liability
- b. Public liability
- c. Personal accident
- d. Legal expenses
- e. Equipment breakdown

8 Pollution or contamination

Damage caused by pollution or contamination but this shall not exclude **damage**

- (a) to the property insured caused by pollution or contamination which itself results from a **restricted peril** or **theft** or **escape of oil**
- (b) to the property insured caused by a **restricted peril** or **theft** or **escape of oil** which itself results from pollution or contamination
- (c) as insured under the Loss of oil gas or water extension of the Property damage section

For the purposes of this exclusion **theft** means theft or attempted theft involving entry to or exit from the buildings of the **premises** by forcible and violent means or following actual or threatened assault or violence

This exclusion does not apply to the following sections Equipment breakdown Money with assault extension Personal accident Liabilities and Legal expenses

9 Infectious and communicable diseases

Definition specific to this exclusion

Infectious or communicable disease

means any disease pandemic or epidemic including but not limited to any virus bacterium parasite other organism or infectious matter any mutation or variation to any of the above whether living or dead natural or artificial officially declared an epidemic or pandemic or not transmitted by any direct or indirect means (whether asymptomatic or not)

This policy does not cover loss damage liability cost expense or any other sum of whatsoever nature directly or indirectly caused by resulting from arising out of or related to or contributed to by

- (a) any **infectious or communicable disease** including but not limited to
 - (i) the fear of a threat (whether actual or perceived) from an **infectious or communicable disease**
 - (ii) contamination or fear of contamination (whether actual or perceived) of property by an **infectious or communicable disease**

but this shall not exclude direct physical loss or physical damage to insured property at the **premises** occurring during the **period of insurance** resulting directly or indirectly from or caused by a peril otherwise insured by this policy

- (b) any action taken or failure to take action to prevent control or respond to any **infectious or communicable disease**

Provided that

- (a) this exclusion applies regardless of any concurrent or contributory cause or event or occurrence in any sequence with any other cause or event
- (b) in the event of any conflict between this exclusion and any other provision of this policy this exclusion shall always apply and take precedence over any such other provision
- (c) where **we** apply this exclusion the burden of proving the contrary rests with the **insured**
- (d) this exclusion applies to all cover sections of this policy except those covers (where insured by this policy) noted below
 - (i) Employers' liability
 - (ii) Public liability
 - (iii) Personal accident
 - (iv) Legal expenses

General conditions

1 Misrepresentation

You must ensure that **you** answer all questions asked by **us** honestly and with reasonable care

If **you** fraudulently give **us** incorrect information **we** may void the policy and retain any premiums paid

If **you** negligently give **us** incorrect information **we** may

- (a) void the policy and refund to **you** any premium paid if **we** would not have entered into this policy on any terms had correct information been given
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium

The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had the correct information been given

- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had the correct information been given

We may apply these additional terms to **your** policy with effect from inception

2 Reasonable care

It is a **condition precedent to liability** that **you** shall

- (a) take all reasonable precautions to prevent **damage** accident illness and disease
- (b) exercise reasonable care in seeing that all statutory and other obligations and regulations are observed and complied with
- (c) maintain the **premises** works machinery and plant in sound condition

3 Alteration of risk

If after the start of this insurance there is a change to the property insured or **your business** which materially increases the risk of **damage** accident or liability **you** must tell **us** as soon as is reasonably possible

This includes

- (a) a change in use of the **premises**
- (b) the **premises** undergoing alterations or repairs where the contract value exceeds €100,000
- (c) where **your** interest ceases except by will or operation of law
- (d) where an administrator or a liquidator or receiver is appointed or where **you** enter into a voluntary arrangement

We will then be entitled to cancel the policy from the date of the alteration or impose special terms or charge an additional premium

Additional requirements apply under the 'Unoccupied buildings' policy condition

4 Multiple insurances

(a) All sections except those detailed separately below

If at the time any claim arises under this policy there is any other insurance in force whether effected by **you** or not covering the same **damage** loss expense or liability **we** shall not be liable for more than **our** rateable proportion

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 Money (excluding the assault extension) and Liabilities

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

5 Fraudulent claims

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any **damage** is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
- (b) recover any payments already made by **us** in respect of the claim
- (c) cancel the policy from the date of the fraudulent act
 - If **we** cancel the policy **we** will notify **you** in writing by Registered post to **your** last known address

6 Unoccupied buildings

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

- (a) 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 **you** must tell **us** as soon as is reasonably possible

Upon any alteration as described above **we** may at **our** option

- (i) amend the terms and conditions that apply to such buildings and charge an additional premium
 - (ii) cancel the cover for any affected buildings
 - (iii) cancel the policy in accordance with the Cancellation condition
- (b) in respect of any building or part of a building which becomes **unoccupied**
 - (1) **you** must turn off electricity gas and water supplies at the mains and drain down all water systems other than those required to maintain intruder alarm fire alarm and sprinkler installations or other fire suppression security or other risk protection systems or devices
 - (2) **you** must remove all waste and unfixed combustible materials both internally and externally from such buildings
 - (3) **you** must maintain in full and efficient working order and keep operational all alarms sprinkler installations fire suppression systems locks and all other protective and security devices including perimeter security protection at the **premises**
 - (4) where there is a sprinkler installation **you** must maintain the central heating system to prevent freezing and
 - (i) the system should be inspected to ensure it is operating correctly whenever such buildings are inspected
 - (ii) the temperature throughout the building must be maintained at not less than 7 degrees Centigrade (45 degrees Fahrenheit)
 - (iii) the system must be serviced and maintained at least annually by an appropriately qualified engineer
 - (5) **you** must undertake an internal and external inspection of such buildings at least every 7 days and rectify as soon as is reasonably possible any defects in the fabric of the building or the security or fire protection installations
 - A record of inspections including remedy of any defects must be maintained

- (6) **you** must permanently seal shut the letterbox
Where the letterbox cannot be sealed shut **you** must fit a metal box or cage to the inside of the letterbox aperture and remove the post from it whenever such buildings are inspected
- (7) **you** must tell **us** as soon as is reasonably possible if such buildings are to be occupied by contractors for any alterations renovations conversions or repairs
- (8) in addition to the Claims condition that requires **you** to tell **us** as soon as **you** become aware of an incident that may result in a claim **you** must also tell **us** as soon as **you** become aware of any illegal entry to the **premises** whether or not any **damage** has occurred
- (9) **you** must review and update **your** risk assessment (including the fire risk assessment) of such buildings to reflect the change in risk

Unless otherwise agreed by **us** in writing

7 Security

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

Where the **premises** are occupied by **you** for **business** and residential purposes

- (a) the **business** portion must be secured as outlined above outside of working hours of the **business**
- (b) the residential portion must be secured as outlined above when this portion is unattended by **you** or **your** family or other authorised persons

Any additional security conditions that apply will be detailed on **your** policy schedule if applicable

8 Fire extinguishing appliances

Where **you** are required to provide fire extinguishing appliances to comply with the Fire Services Act (1981 and 2003) and/or any similar or replacement legislation or **you** have otherwise provided fire extinguishing appliances upon which others may rely **you** must have all such appliances inspected and maintained under a service contract with a specialist contractor or otherwise competent person at least annually in accordance with IS291

9 Fire alarm installations

The schedule will show if this condition applies

It is a **condition precedent to liability** that where any **premises** is protected by an automatic fire alarm installation that

- (a) the installation (including any automatic alarm signalling) shall be maintained in full and efficient working order at all times and all reasonable steps taken to prevent damage to the installation
- (b) an undertaking shall be in force with engineers who are registered with the National Standards Authority of Ireland (NSAI) (or engineers as otherwise accepted by **us**) to maintain the automatic fire alarm installation in accordance with IS3218 and written confirmation shall be obtained from them that the installation is in satisfactory working order following each inspection
- (c) the testing servicing and maintenance requirements specified by the manufacturer of the equipment/installing engineers shall be carried out and any defect revealed by the testing promptly rectified
- (d) immediate notice shall be given to **us** if the level of response to the automatic fire alarm has been or will be reduced or delayed
- (e) where there is an external alarm signal **you** shall appoint at least two keyholders and lodge written details (which must be kept up to date) with the alarm receiving centre
- (f) in the event of notification of any activation or alarm fault of the automatic fire alarm a keyholder shall attend the **premises** as soon as is reasonably possible

- (g) immediate notice shall be given to **us** of any disconnection or failure of the automatic fire alarm installation (including any automatic alarm signalling) and any precautions **we** instruct **you** to take shall be acted upon
- (h) advance notice is given to **us** if it is proposed that any part of the
 - (1) installation (including any automatic alarm signalling) is to be extended altered repaired or rendered inoperative
 - (2) **premises** is to be extended or altered and obtain **our** prior written agreement
- (i) records of all alarm faults disconnections tests and maintenance visits are kept and made available when required to **our** representatives
- (j) **our** access to the **premises** is permitted at all reasonable times for the purpose of inspecting and witnessing the testing of the installation

Unless otherwise agreed by **us** in writing

10 Intruder alarms

The schedule will show if this condition applies

Definitions specific to this condition

Intruder alarm system

means the component parts of the intruder alarm system 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**

It is a **condition precedent to liability** that where any **premises** is protected by an **intruder alarm system** that

- (i) 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
- (ii) 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
- (iii) 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
- (iv) 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
- (v) 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
- (vi) **you** shall appoint at least two **keyholders** and lodge written details (which must be kept up to date) with the alarm company and the Gardaí
- (vii) 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** as soon as is reasonably possible

Unless otherwise agreed by **us** in writing

11 Deep fat frying apparatus

It is a **condition precedent to liability** in respect of **damage** by fire that if there is any deep fat frying apparatus at the **premises**

- (a) it must be securely fixed and free from any contact with any combustible materials
- (b) any woodwork within 1 metre of the apparatus must be protected with metal or other incombustible material
- (c) the extraction ducts and flues must be kept clean and free from grease or oily accumulations
- (d) it is fitted with a thermostat designed to prevent the temperature of cooking oils and fat rising above 205 degrees C
- (e) at least one 2 litre capacity fire extinguisher suitable for use on fat or oils and an approved fire blanket must be kept in the immediate vicinity of the apparatus and must be clearly marked and accessible at all times
- (f) it must never be left unattended when turned on or in use

12 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

13 Cancellation

(a) **Your right to cancel in the cooling-off period**

You have 14 working days from receiving the policy to write to the sender confirming that **you** do not wish to continue

No charge will be made and any premium **you** have already paid will be refunded

(b) **Your right to cancel after the cooling-off period**

If **you** do not cancel the policy within the 14 day cooling-off period mentioned above the policy is in force and **you** are committed to pay the premium

However **you** can still cancel the policy providing **you** give **us** notice in writing

As long as **you** have not made a claim **you** will receive a refund of the part of **your** premium which covers the cancelled period providing this exceeds €30

If **you** have made a claim then the full annual premium is due

(c) **Our right to cancel**

(1) **Non-payment of premium**

(i) **If you do not pay your premium by instalments**

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the premium by the due date

If **you** do not pay the premium by the due date **we** will send notice of the outstanding premium to **you** and give **you** a further period of at least 14 working days from the due date in which to pay the outstanding amount

If payment is still not received in the timescale **we** have advised the policy is cancelled from the outset

(ii) If you pay your premium by instalments

Unless otherwise agreed with **us we** will not provide cover under this policy unless **you** pay the first instalment of premium when requested

If the first instalment of premium is not received the policy is cancelled from the outset

If **you** pay the first instalment of premium but default on any subsequent instalments **we** may cancel the policy with effect from the date the first outstanding instalment was due by notifying **you** in writing

If **your** instalment plan is provided by **us we** will send notice of any outstanding instalment to **you** and advise the date when we will re-present **our** payment request to the bank

This will not be less than 14 days from the date on which **our** payment request was originally presented

We will not cancel the policy for failure to pay the premium or any instalment of premium if such failure is due to error on our part or on the part of **your** insurance intermediary bank or building society

(2) Other cancellation rights

In addition to **our** rights under

- (i) Non-payment of premium above and
- (ii) Policy voidable Alteration of risk and Fraudulent claims conditions

we have the right to cancel **your** policy at any time by giving **you** at least 14 working days' notice in writing sent by Registered post to **your** last known address where **we** have a valid reason for doing so

Our cancellation letter will set out the reason why **we** are cancelling **your** policy

Valid reasons for cancelling **your** policy may include but are not limited to

- (a) circumstances which are outside **our** reasonable control for example
 - where the law requires that **we** cancel **your** policy
 - where the continuation of **your** policy would result in **us** breaching any applicable law or regulation that applies to **your** policy
- (b) **you** receiving a criminal conviction which results in a custodial sentence

If **we** cancel **your** policy for a valid reason in accordance with **our** rights under (2) above and **you** do not pay **your** premium by instalments **we** will refund the part of **your** premium which relates to the period remaining under **your** policy which has been cancelled by **us**

14 Sanctions

We shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands the Isle of Man or the United States of America

If any such sanction prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

15 Assignment

You shall not assign any of the rights or benefits under this policy or any section of this policy without **our** prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this policy or any section of this policy

16 Law applicable

This policy shall be governed by and construed in accordance with the law of the Republic of Ireland

17 Changes to premium

If **you** make a change in the policy cover and this results in a charge or a refund for the period up to the renewal date of the policy then such charge or refund will only be made by **us** if it exceeds €30

Claims conditions

Your duties

When an incident occurs that may result in a claim it is a **condition precedent to liability** that **you** shall

- (a) take all practicable steps to recover property lost and otherwise minimise the claim
- (b) tell the Gardaí as soon as is reasonably possible if the **damage** is caused by thieves malicious persons vandals or as a result of **riot**
- (c) tell **us** as soon as **you** become aware
- (d) within 30 days give **us** at **your** expense any information **we** require and continue to provide **us** with any information and assistance **we** require before or after **we** pay **your** claim under the policy
- (e) not make or allow to be made on **your** behalf any admission offer promise payment or indemnity without **our** written consent
- (f) 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 inquiry in connection with that event

Additional conditions apply to the Legal expenses section which are detailed in the section and which include conditions relating to **your** legal representation

Our rights

We may

- (a) start take over defend and conduct any legal action in **your** name
- (b) prosecute in **your** name for **our** benefit any claim for indemnity or damages

We will have full discretion in the conduct and settlement of any such action

- (c) enter any building where **damage** has occurred and take and keep possession of any property insured by this policy

We will not accept property abandoned to **us**

This policy shall be proof that **you** have authorised **our** rights under this condition

- (d) at any time pay to **you** the relevant limit of indemnity
 - (i) in the case of claims for Employers' liability or Prosecution defence costs less any amount already paid or incurred
 - (ii) in the case of Public & products liability claims less any amount already paid or incurred as damages or any lesser amount for which at **our** discretion any claim or claims can be settled

We will then relinquish control of the claim and have no further liability except for any Public & 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

Additional conditions apply to the Personal accident section Assault extension of the Money section and Legal expenses section which are detailed in the sections and which for the Legal expenses cover include conditions relating to **your** legal representation

1 Property damage

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

Buildings

means the buildings at the **premises** including

- (a) landlord's fixtures and fittings
- (b) outbuildings storage tanks walls gates and fences
- (c) 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 **your** responsibility
- (d) aerials and satellite dishes fixed to the buildings
- (e) the following items fixed to the buildings
 - (i) wind turbines less than 10kW generating capacity
 - (ii) solar panels less than 50kW generating capacity
 - (iii) photovoltaic panels less than 50kW generating capacity
 subject to the limits shown under the Limit of liability paragraph to this section
- (f) yards car parks roads and pavements
- (g) artificial playing surfaces tennis courts swimming pools and associated apparatus
- (h) fixed glass and sanitary fixtures
- (i) for private dwelling houses and apartment blocks the following garages tennis courts patios and hedges belonging to the private dwelling and used for domestic purposes

Excluding

- (i) bridges land piers jetties excavations and marquees
- (ii) natural or artificial
 - (a) water courses
 - (b) confines of any body of standing water
 including but not limited to
 - (1) dams reservoirs culverts canals moats rivers and lakes
 - (2) any man-made elements attaching to or forming part of such structures
- (iii) property or structures in the course of construction or erection and all materials or supplies in connection with such property or structure

unless more specifically mentioned in this policy or its schedule

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

Contents

means business equipment computers plant machinery furniture fixtures and fittings tenants improvements consumable stock not for sale and all other contents belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** whilst at the **premises** and elsewhere as stated in this policy and the schedule

Contents includes the following property subject to the limits shown under the Limit of liability paragraph to this section

- (1) the cost of materials labour and computer time in reproducing
 - (a) documents manuscripts and business books
 - (b) patterns models moulds plans and designs
 - (c) computer systems records
 but not any cost in connection with producing information to be recorded or the value of the information to **you**
- (2) prints paintings drawings rare books pieces of tapestry sculptures or other works of art
- (3) jewellery precious stones or precious metals bullion furs or curiosities
- (4) the **personal belongings** of the following whilst at the **premises**
 - (a) directors trustees officials partners employees and **authorised volunteers**
 - (b) visitors
 - (c) other persons as shown in the schedule
- (5) personal money of those specified in (4)

Excluding

- (i) **stock**
- (ii) landlord's fixtures and fittings
- (iii) cash or money instruments of any description whether negotiable or non-negotiable (other than personal money noted in (5) above)
- (iv) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- (v) any living creatures
- (vi) trees shrubs plants or other vegetation (except where more specifically mentioned elsewhere in this policy)
- (vii) explosives
- (viii) any other property more specifically insured

Item(s) insured

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

Personal belongings

means clothing and personal articles worn used or carried about the person but excluding bankers' cards credit and debit cards and property more specifically insured

Stock

means stock (other than consumable stock not for sale) materials in trade and work in progress belonging to **you** or for which **you** are legally responsible or which are entrusted to **you** whilst at the **premises** including its open yards and spaces and elsewhere as stated in this policy and the schedule

Cover

We will indemnify **you** in respect of **damage** to the **items insured** at the **premises** or elsewhere as stated in this section or the schedule by any cause not specifically excluded happening during the **period of insurance**

Exclusions

The cover provided by this section excludes

- (1) **damage** caused by or consisting of
 - (i) inherent vice latent defect depreciation gradually operating causes wear and tear frost its own faulty or defective design or materials faulty or defective workmanship by **you** or any of **your** employees or operational error or omission by **you** or any of **your** employees
 But this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded

- (ii) corrosion dust rust wet or dry rot contamination mildew shrinkage evaporation loss of weight dampness dryness marring scratching **vermin** change in temperature colour flavour texture or finish
- (2) **damage** to property resulting from its undergoing any process of cleaning dyeing restoration production packing treatment testing commissioning servicing or repair
- (3) **damage** caused by the property undergoing any heating process or any process involving the application of heat
- (4) **damage** caused by or consisting of
 - (i) acts of fraud or dishonesty
 - (ii) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (5) **damage** caused by joint leakage failure of welds or cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam feed piping in connection therewith
- (6) **damage** consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- (7) (i) **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 is the subject of a contract providing the required inspection service
 - (ii) **damage** caused by 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
- (8) **damage** resulting from atmospheric and climatic conditions (other than **storm** or **flood**)
- (9) **damage** attributable solely to change in the water table level
- (10) **damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- (11) **damage**
 - (i) resulting from cessation of work
 - (ii) occasioned by confiscation or destruction or requisition by order of the government or any public authority
- (12) **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
- (13) property more specifically insured
- (14) consequential loss of any kind
- (15) **damage** to any **building** or structure caused by its own collapse or cracking unless it results from a **restricted peril**
- (16) **damage** to wind turbines solar panels and photovoltaic panels unless resulting from a **restricted peril** or **theft**
- (17) **damage** to any **building** which is **unoccupied**
This exclusion shall not apply to **damage** caused by **fire aircraft earthquake** or **impact**
- (18) **damage** caused directly by or consisting of
 - (i) **subsidence** unless provided for under the Subsidence extension or caused by fire subterranean fire explosion **earthquake** or **escape of water**
 - (ii) **settlement**
 - (iii) coastal or river erosion
- (19) **damage** caused by **storm** to inflatable structures except where damaged by falling trees
- (20) **damage** caused by **flood** wind rain hail sleet or snow to
 - (i) any moveable property in the open
 - (ii) fences and gates
- (21) **damage** caused by or arising from **malicious persons**
 - (i) to a private dwelling house caused by the occupant or a member of their family
 - (ii) to moveable property in the open except
 - (a) for groundsperson's equipment in the grounds of the **premises** provided that any mechanically or electrically driven equipment is immobilised when not in use

- (b) to fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **premises**
- (c) **your** signs and nameplates fixed to the **buildings** or positioned outside but in the immediate vicinity of the **premises**

(22) **damage** caused by or arising from **theft**

- (i) unless
 - (a) entry to or exit from the buildings of the **premises** is by forcible and violent means or
 - (b) following actual or threatened assault or violence
- (ii) to the **buildings** other than provided for under the Damage to the buildings by theft extension
- (iii) of moveable property in the open except for
 - (a) groundsperson's equipment in the grounds of the **premises** provided that any mechanically or electrically driven equipment is immobilised when not in use
 - (b) fixed or unfixed equipment garden decorations and ornaments monuments memorials statues and garden furniture in the grounds of the **premises**
 - (c) **your** signs and nameplates fixed to the **buildings** or positioned outside in the immediate vicinity of the **premises**
- (iv) where **you** or any member of **your** household or any of **your** partners or employees are concerned as principal or accessory

(23) **damage** to

- (i) glass caused by scratching or chipping or whilst not fixed
- (ii) glass caused by or traceable to alterations to the **premises** or in the glass whereby the risk of **damage** is increased
- (iii) bulbs or tubes unless the signs in which they are contained are damaged at the same time
- (iv) glass sanitary fixtures or signs already cracked chipped or scratched at the commencement of the insurance

Basis of settlement

We will pay up to the value of the **item(s) insured** at the time of the **damage** or at **our** option repair reinstate or replace the **item(s) insured** in accordance with the following

1 Reinstatement

Subject to the following special conditions the basis upon which the amount payable in respect of property insured under this section (but excluding bed linen stock and **personal belongings**) 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 this basis of settlement

- 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 basis of settlement 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 basis of settlement 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 **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
We shall not pay out in respect of any one of the **items insured** more than its sum insured
- 5 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under this basis of settlement except insofar as they are varied hereby
 - (b) where claims are payable as if this basis of settlement 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 Basis of settlement - Reinstatement) at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for
 - (a) the additional cost of reinstatement to comply with the stipulations defined in the European Union and Public Authorities (including undamaged portions) extension
 - (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 replaces Special conditions 1 and 5 of Basis of settlement - Reinstatement
 - 1 Each item insured under this basis of settlement 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
 - 5 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 basis of settlement 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 basis of settlement had not been incorporated except that the sums insured shall be increased in proportion with the additional amount charged in respect of this memorandum

Limit of liability

Our liability shall not exceed

(1) (i) for each **item insured**

- (a) its individual sum insured or
- (b) any other limit of liability noted in this section or elsewhere in the policy

(ii) in total the total sum insured for all items

(2) for the following items the limit specified below will apply unless more specifically mentioned in the schedule

Limit

(i) Groundsperson's equipment in the grounds of the **premises**

(ii) Fixtures including fixed floodlighting and external lighting security equipment fixed to the exterior of the **buildings** or in the grounds of the **premises**

(iii) Fixed or unfixed equipment garden decorations and ornaments monuments memorials statues bridges and garden furniture in the grounds of the **premises** (other than provided by (i) and (ii) above)

(iv) Signs and nameplates fixed to the **buildings** or positioned outside but in the immediate vicinity of the **premises**

€25,000 in the aggregate for all claims in the **period of insurance**

(v) computer systems records

5% of the contents item sum insured any one claim

(vi) prints paintings drawings rare books pieces of tapestry sculptures or other works of art

€7,500 in the aggregate for all claims in the **period of insurance**

(vii) jewellery precious stones or precious metals bullion furs or curiosities

€1,500 in the aggregate for all claims in the **period of insurance**

(viii) the **personal belongings** of the following whilst at the **premises**

- (a) directors trustees officials partners employees and **authorised volunteers**
- (b) visitors
- (c) other persons as shown in the schedule

€3,000 per person any one claim

€750 per person any one claim

the limit shown for any one person any one claim

(ix) personal money of those specified in (viii) above

€150 per person any one claim

continued

Limit of liability continued	Limit
(x) for wind turbines less than 10kW generating capacity	€25,000 in the aggregate for all claims in the period of insurance
(xi) solar panels less than 50kW generating capacity	
(xii) photovoltaic panels less than 50kW generating capacity	

Provided that **our** liability in any one period of insurance shall not exceed the sum insured for each item or the total sum insured for all items

Irrespective of the number of insured parties **our** total liability to all the insured parties will not exceed that shown above

Any payment or payments by **us** to any one or more insured party shall reduce the extent of **our** liability to all parties by the amount of such payment in respect of any one event giving rise to a claim under this section

Automatic reinstatement of sum insured

The sums insured stated in the schedule will be automatically reinstated by the amount of any claim **we** pay provided that

- (a) **we** have not given **you** notice within 30 days of **you** reporting the **damage** that **we** will not reinstate the sum insured
- (b) **you** pay any such additional premium as may be required
- (c) **you** complete any improvements to security or other measures **we** may require at the **premises**
- (d) in respect of **damage** by theft or attempted theft reinstatement of the sum insured will apply only once during each period of insurance

Memoranda

1 Index-linking

The sum insured by each **item insured** (but not extension limits) under this section will be adjusted in accordance with suitable indices selected by **us**

The annual renewal premium will be amended accordingly

In the event of **damage** index-linking will continue from the date of **damage** until the resulting claim is settled but **we** will not pay for increased costs which arise due to unnecessary delay on **your** part

2 Underinsurance

Unless otherwise shown in the schedule or elsewhere in this policy the sum insured by each **item insured** other than private dwelling houses 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

3 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 supply to **us** such information as **we** may require

The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium and provided this exceeds €30

4 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

5 72 hour provision

All individual losses arising out of and directly occasioned by **storm flood** or **earthquake** occurring continuously or intermittently within 72 consecutive hours is deemed to be one event and one **excess** will apply

The date and time that any such period of 72 hours shall commence shall be set by **us**

6 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

Extensions

The insurance cover provided by this section is extended to include the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of liability paragraph to this section

All claims are subject to the appropriate **excess**

1 Non-invalidatio

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

2 Other interests

The interest in the **buildings** insured by this section of any mortgagees lessors and freeholders of the property is noted

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 any cause not specifically excluded under this section 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 cause not specifically excluded under this section 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 a cause not specifically excluded under this policy and
- (2) the buildings of the **premises** are damaged by the same cause 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 section

5 Emergency services damage to the grounds

- (a) **Damage** caused by the emergency services at any part of the **premises** or to insured property for which **you** are responsible but excluding **damage** caused by raids by the Gardaí
- (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** at the **premises**

The most **we** will pay for any one claim under (b) is €50,000

6 Landscaping costs

The necessary and reasonable costs to restore landscaped gardens or grounds at the **premises** including trees shrubs plants and other vegetation following **damage** caused by **fire riot malicious persons storm flood impact and theft** to its appearance when first planted

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

Excluding any cost arising from the failure of seed to germinate or trees plants or turf to become established

Limit

€10,000 any one period of insurance

7 European Union and Public Authorities (including undamaged portions)

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

- (a) European Union legislation or
 - (b) building or other regulations under or framed in pursuance of any Act of the Oireachtas or bye-laws of any public authority
- (hereinafter referred to as "the Stipulations")

Excluding

- (i) the cost incurred in complying with the Stipulations
 - 1 in respect of **damage** occurring prior to the granting of this extension
 - 2 in respect of **damage** excluded or otherwise not insured by this section
 - 3 under which notice has been served upon **you** prior to the happening of the **damage**
 - 4 for which there is an existing requirement which has to be implemented within a given period
- (ii) 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
- (iii) 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 this extension

- 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 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 or
 - (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 insofar as they may be expressly varied shall apply as if they had been incorporated herein

8 Trace and access

The costs and expenses necessarily and reasonably incurred by **you** with **our** consent in locating the source of **damage** caused by an escape of oil water or gas from any fixed water or heating system in the **buildings** and in subsequent repair of **damage** caused by locating the source

Limit

€50,000 any one claim

9 Loss of oil gas or water

We will pay for

- (a) loss of metered water from the water or heating system after **damage** to that system by any cause not otherwise excluded by this policy
- (b) loss of oil (other than covered by (d) below) or gas from the water or heating system after **damage** to that system by any cause not otherwise excluded by this policy
- (c) the cost of replacing liquid petroleum gas or oil following accidental discharge from the storage container at the **premises**
- (d) **theft** of oil from any storage tank used for the heating system at **your premises**
- (e) the cost of decontaminating the grounds of **your premises** following accidental discharge of oil (not otherwise excluded by this policy) from any oil fired heating installation or storage tank

The most **we** will pay under (a) (b) or (c) is €7,500 any one claim

The most **we** will pay under (d) is €7,500 in any one period of insurance

The most **we** will pay under (e) is €30,000 any one claim

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

11 Deterioration of refrigerated stock

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 **your** failure to pay for the electricity or gas supply or the deliberate withholding or restricting of supplies by any public utility supplier
- (b) **damage** to freezer contents where the freezer or compressor is more than 15 years old unless the refrigeration unit is the subject of a current manufacturer's guarantee or an annual maintenance contract
- (c) the **excess** specified in the schedule

Limit

€7,500 for the contents of any unit and €25,000 in the aggregate in any one period of insurance

12 Damage to the buildings by theft

Where **theft** is included the insurance extends to include

- (a) repairs to the **buildings** following **theft** of the fabric of the **buildings** provided that the **buildings** are insured under this section
- (b) **damage** to the **buildings** caused by **theft** of **contents** provided that the **contents** are insured under this section
- (c) **damage** to **buildings** and **contents** (if insured under this section) directly caused as a result of the entry of rainwater following the theft or attempted theft of the fabric of the **buildings** including external metal

Excluding **damage**

- (i) when scaffolding is erected at the **premises** unless **we** have agreed in writing to continue cover
- (ii) to any building which is **unoccupied**

13 Lock replacement following loss or theft of keys

If **contents** are insured the reasonable costs incurred in gaining access to the **premises** and/or replacing locks at the **premises** including locks of safes or strongrooms in the **premises** if keys are stolen or lost

Limit

€5,000 in any one period of insurance

14 Clearing of drains

The reasonable costs incurred by **you** for clearing or repairing drains gutters sewers and the like for which **you** are responsible incurred as a direct result of **damage** by any cause not otherwise excluded by this policy

Limit

€75,000 any one claim

15 Extinguisher and alarm resetting 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 **damage** to property insured under this section

16 Property away from the premises

- (a) **Contents** 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) **Personal belongings** belonging to persons detailed in part (4) of **contents** whilst they are engaged in **your business** anywhere in the **geographical limits** (or other area if shown in the schedule) unless more specifically insured elsewhere in this section
- (c) **Contents** comprising unspecified items other than **personal belongings** situated anywhere in the **geographical limits** (or other area if shown in the schedule) unless more specifically insured elsewhere in this section

Limit

The most **we** will pay under (b) is €250 for any one item and €500 for any one person

The most **we** will pay under (c) is €1,000 for any one item

The most **we** will pay under (b) and (c) in the aggregate in any one period of insurance is €5,000

- (d) Items specified in the schedule are covered whilst at the location stated in the schedule up to the sum insured shown for each item

The limits in respect of (d) are in addition to the **contents** sums insured stated in the schedule

Excluding **damage**

- (i) to a trailer or caravan whilst attached to or being towed by a motor vehicle
- (ii) by **theft** from any unattended vehicle unless
 - (1) the vehicle is locked at all points of access
 - (2) there are visible signs of forcible and violent entry to the vehicle
 - (3) the property (unless permanently fixed in position) is out of sight

17 Archaeological costs

Definitions specific to this extension

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

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** by any cause not otherwise excluded by this policy

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 conservation or rebuilding
- (ii) the costs of analysis of data subsequent to **archaeological rescue work** (except insofar as such costs are a necessary and integral part of the process of repair conservation or rebuilding)
- (iii) the costs of conservation or scientific analysis of materials or objects retrieved in the course of an archaeological exercise

Limit

€375,000 any one claim

18 Green clause

Where following **damage** to **buildings** by any cause not otherwise excluded by this policy **you** elect with **our** consent to rebuild the **premises** in a manner that aims to reduce potential harm to the environment or improve energy efficiency (beyond the minimum standard required to comply with European Community or Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or Bye-Laws of any Public Authority) **we** will pay these rebuilding costs

Provided that

- (a) this shall not include any works or materials that in **our** view increases the risk of future **damage** or increases the potential extent of future **damage**
- (b) if **you** elect not to rebuild the **premises** then this clause will not apply
- (c) if **our** liability is reduced by the application of any terms or conditions of this policy **our** liability under this extension will similarly be reduced

Excluding

- (i) the costs of work that prior to the **damage**
 - (1) **you** had already planned to carry out or
 - (2) **you** had been notified to carry out by any relevant authority
- (ii) any additional costs for replacing undamaged property
- (iii) the amount of any charge tax or assessment arising out of capital appreciation arising from the works funded by this extension

Limit

Our liability under this extension shall not exceed

- (i) 10% of any one claim or
- (ii) 10% of the sum insured or
- (iii) €750,000

whichever is the less

19 Removal of wasp bee or hornet nests

We will pay the costs incurred by **you** in removing wasp bee or hornet nests from the **buildings**

Limit

€750 any one claim

The following extensions increase the sums insured that apply but only to the extent stated

20 Seasonal stock increase

In respect of additional **stock** and consumable stock not for sale **you** have purchased for any exhibition festival or fund raising event **we** will increase the sums insured by this section by an additional 10% of the **stock** sum insured or €10,000 whichever is the less

Provided that such increases shall not exceed a period of 60 days for any one exhibition festival or event

21 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

- 1 at any one situation this cover shall not exceed 10% of the total sum insured on such property or €500,000 in respect of both **buildings** and **contents** whichever is the less
- 2 **you** undertake to give details of such extension of cover as soon as practicable and to effect specific insurance and pay any additional premium that is required from the date of the alteration addition or acquisition

22 Subsidence

(only applicable if stated as insured in the schedule)

Notwithstanding exclusions 15 and 18 of this section the insurance is extended to include **subsidence** excluding **damage**

- (a) to bridges 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
- (b) to **contents** and **stock** unless caused by **landslip**
- (c) caused by or consisting of
 - (i) **settlement**
 - (ii) coastal or river erosion
- (d) caused by defective design or workmanship or the use of defective materials
- (e) caused by **fire earthquake** or **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 this extension

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

2 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 **covered equipment** operating under steam or other fluid pressure
- (d) **damage** to hot water boilers other water heating equipment oil or water storage tanks or other **covered equipment** operating under steam or fluid pressure caused by or resulting from any condition or event (not otherwise excluded) occurring inside such equipment
- (e) **damage** caused by operator error that results in the overloading of **covered equipment**

Biomass and biogas installations

means any equipment and machinery used in connection with running a biomass or biogas heating or power-generation plant including anaerobic digesters storage tanks augers screeners scrubbers boilers gas engines generators heat exchangers pumps and motors

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
- (d) **electronic derangement**

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

- (a) electronic computer or other data processing and/or storage equipment
- (b) projectors printers scanners and other peripheral devices used in conjunction with (a)
- (c) software and programs licensed to **you** and installed on (a)
- (d) **portable computer equipment** owned by **you** or for which **you** are responsible

Covered equipment

means equipment at the **premises** owned by **you** or for which **you** are responsible

- (i) which is built to operate under vacuum or pressure (other than the weight of its contents) or
- (ii) that generates transmits stores or converts energy or
- (iii) comprising **computer equipment**

Excluding

- (a) any supporting structure foundation masonry brickwork or cabinet
- (b) any insulating or refractory material
- (c) any vehicle aircraft floating vessels or any equipment mounted thereon (other than vehicle recovery cranes or equipment which are included but not the actual vehicle)
- (d) self-propelled plant and equipment (other than fork lift trucks and pallet trucks used by **you** at **your premises**) dragline excavation or construction equipment
- (e) equipment manufactured by **you** for sale
- (f) kitchen and food preparation equipment laundry and cleaning equipment audio-visual equipment and **computer equipment** whilst in a private dwelling or private dwelling quarters
- (g) safety or protective devices due to their functioning
- (h) tools dies cutting edges crushing surfaces trailing cables non-metallic linings driving belts or bands or any part requiring periodic renewal
- (i) any electronic equipment (other than **computer equipment**) used for research diagnostic treatment experimental or other medical or scientific purposes with a new replacement value in excess of €45,000
- (j) any **manufacturing production or process equipment** including linked **computer equipment**
- (k) any electricity generating equipment other than emergency back-up power equipment or wind turbines less than 10kW generating capacity or photovoltaic equipment less than 50kW generating capacity
- (l) any **biomass and biogas installation**
- (m) any **hydroelectric installation**

Cyber event

means

- (a) a failure of electronic equipment to correctly recognise process or store any data
- (b) a hostile malicious illegal or transgressive act committed through electronic systems including but not limited to
 - (i) a virus (a program code programming instruction or any set of instructions intended to damage interfere with or have a negative effect on computer programs data or operations)
 - (ii) hacking (unauthorised access to any computer or other electronic equipment)
 - (iii) a denial of service attack (any actions or instructions intended to damage interfere with or affect the availability or performance of networks network services network connectivity or telecommunication systems)

Electronic derangement

means malfunction of the **computer equipment** or electronic circuitry controlling or operating the **covered equipment** that is not accompanied by visible damage and requires replacement of one or more insured components of the **covered equipment** in order to restore it to its normal operation

Excluding

- (a) the rebooting reloading or updating of software or firmware
- (b) the incompatibility of **covered equipment** with any software or equipment installed introduced or networked within the previous 30 days
- (c) the **covered equipment** being of insufficient size specification or capacity
- (d) loss or **damage** caused by a **cyber event**

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

Hydroelectric installations

means any equipment machinery dam and weir used in connection with running a hydroelectric power station including turbines sluice gates screens screeners pumps motors generators gearboxes engines alternators and associated equipment

Hydroelectrical installations also include any substation and distribution transformer switchgear meter cabling telecommunication and monitoring device building and converter housing (including fixtures and fittings) security equipment

Manufacturing production or process equipment

means any machine or apparatus (other than boilers lifts fork lift trucks dock levellers and lifting tables) which has a primary purpose of processing or producing a product or service intended for eventual sale by **you** and any equipment which exclusively serves such machinery or apparatus

Media

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

Portable computer equipment

means

- (a) laptops palmtops and notebooks
- (b) personal digital assistants (PDAs)
- (c) projectors printers scanners and other peripheral devices which are designed to be carried and used in conjunction with other **portable computer equipment**
- (d) removable satellite navigation systems
- (e) digital cameras
- (f) smartphones

owned by **you** or for which **you** are responsible

Cover

We will indemnify **you** in respect of **damage** to **covered equipment** arising from an **accident** happening during the **period of insurance**

Exclusions

We shall not be liable for

- (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
But if **damage** from an **accident** results **we** shall be liable for that resulting **damage**
 - (c) 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
- (2) **damage** which is recoverable under a maintenance agreement warranty or guarantee
- (3) **damage** caused by any condition which can be corrected by resetting calibrating realigning tightening adjusting or cleaning or by the performance of maintenance but if **damage** from an **accident** results **we** shall be liable for that resulting **damage**
- (4) any loss or **damage** caused by a **cyber event**
- (5) any loss or **damage** to data or **media** caused by
 - (a) programming error or programming limitation
 - (b) loss of data (other than as specifically provided for under any Reinstatement of data and Computer Increased Costs of Working extension of cover)
 - (c) loss of access
 - (d) loss of use
 - (e) loss of functionality

Basis of settlement

We will pay up to the value of **covered equipment** at the time of the **damage** or at **our** option repair reinstate or replace the **covered equipment** in accordance with the following

Reinstatement

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

- 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 basis of settlement shall be made

- (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
- 3 **We** shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner
- We** shall not pay out in respect of any one of the items insured more than the sum insured
- 4 All the terms and conditions of the policy shall apply
- (a) in respect of any claim payable under this basis of settlement except in so far as they are varied hereby
 - (b) where claims are payable as if this basis of settlement had not been incorporated

Limit of liability

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

The total amount **we** will pay in respect of this section shall not exceed €7,500,000 for any one period of insurance

Within this amount **our** liability shall not exceed

- €650,000 for any one **accident** to **computer equipment** whilst at the **premises**
- €6,500 for any one **accident** to **portable computer equipment** anywhere in the world

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

Extensions

The insurance provided by this section is extended to include the following

These extensions do not increase the maximum liability of €7,500,000 for any one period of insurance

1 Reinstatement of Data and Computer Increased Costs of Working

- (A) Unless otherwise excluded **we** will pay the costs **you** incur in reinstating data that is lost or damaged as a consequence of an **accident** to **covered equipment**

Providing that

- (i) **our** liability is limited solely to the cost of reinstating data onto **media**
- (ii) **we** shall not be liable for loss or damage to software

Limit

€75,000 any one **accident**

- (B) In addition **we** will pay costs necessarily and reasonably incurred by **you** for the sole purpose of avoiding or diminishing the resulting interruption or interference to **your** computer operations

Limit

€75,000 any one **accident**

2 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 €130,000 in any one period of insurance

Excluding any loss resulting from the Damage to own surrounding property extension

3 Hazardous substances

Following an **accident we** will also pay the additional cost to repair or replace **covered equipment** which has been contaminated by a **hazardous substance**

This includes any additional expenses incurred to clean up or dispose of such property

Limit

€13,000 any one **accident**

4 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 **accident**

5 European Union and Public Authorities

(Including undamaged portions)

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**

6 Damage to own surrounding property

We shall be liable for **damage** to property at the **premises** belonging to **you** or in **your** custody and control and for which **you** are responsible directly resulting from the **explosion** or **collapse** of any **covered equipment** operating under steam pressure

Limit

€1,300,000 any one **accident**

7 Hire of substitute item

If **covered equipment** is damaged as a result of an **accident we** shall be liable for the cost of hire charges actually incurred by **you** during the period of insurance for the necessary hire of a substitute item of similar type and capacity during the period of repair or until permanent replacement of the item lost or damaged

Limit

€13,000 any one **accident**

8 Storage tanks and loss of contents

Damage caused by an **accident** to oil storage tanks or water tanks including connected pipework belonging to **you** or for which **you** are responsible at the **premises**

In addition this extension covers loss of the contents of oil storage tanks caused by

- a) escape of contents - leakage discharge or overflow from the oil storage tanks caused by or resulting from an **accident**

- b) contamination - contamination of the contents of oil storage tanks caused by or resulting from an **accident** including cleaning costs incurred as a result of such loss

Limit

€13,000 any one **accident**

9 Debris removal

Following an **accident** to **covered equipment we** will pay the costs necessarily incurred for

- a) the removal of debris and
b) the protection of the **covered equipment**

Limit

€35,000 any one **accident**

10 Repair costs investigation

We will pay the costs incurred with **our** prior written consent relating to repair investigations and tests by consulting engineers for **damage** to **covered equipment** following an **accident**

We shall not be liable for costs incurred in preparing a claim under this section

Limit

€32,500 any one **accident**

11 Additional Access costs

Provided that the Business interruption section of this policy is operative **we** shall be liable under this extension for any necessary additional costs incurred in order to gain access to repair or replace the **covered equipment** following an **accident**

Limit

€20,000 any one **accident**

Special condition

Back up records

It is a **condition precedent to liability** that **you** must back up original data at least every 7 days

You must take precautions to make sure that all data is stored safely

If **you** fail to keep to this condition **we** may still pay a claim if **you** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **your** control

3 Business interruption

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

Adjusted

means adjusted as necessary to provide for the trend of the **business** and any 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 adjusted figures represent as near as possible the results which would have been obtained during the relative period after the **damage** had the **damage** not occurred

Annual rent receivable or annual revenue or annual turnover

means the **rent receivable** or **revenue** or **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

means unless stated otherwise in the schedule destruction or damage by any cause not specifically excluded under the Property damage section

For the purpose of this section the definition of **damage** shall also include explosion of any boiler or economiser on the **premises**

Estimated gross profit or estimated revenue or estimated rent receivable

means **your** estimate of **gross profit** or **revenue** or **rent receivable** which **you** anticipate the **business** will earn during the financial year most closely corresponding with the period of insurance (proportionately increased if the maximum indemnity period exceeds 12 months)

Gross profit

means

- (a) the sum of the **turnover** the closing stock and work in progress less
- (b) the sum of the opening stock work in progress **purchases** and related discounts 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 will be calculated in accordance with **your** normal accountancy methods with 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 during which the results of the **business** are affected as a result of the **damage**

Purchases

means purchases of stock raw materials and components (and/or consumables)

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 adjusted**

Rent receivable

means the amount of the rent and service charges received or receivable from the letting of the **premises**

Revenue

means the money paid or payable to **you** for services rendered in the course of the **business** at the **premises** less any expenses shown as excluded on the schedule

Standard rent receivable or standard revenue or standard turnover

means the **rent receivable** or **revenue** or **turnover** during the period corresponding with the **indemnity period** in the 12 months immediately before the date of the **damage** proportionately increased where the maximum indemnity period exceeds 12 months **adjusted**

Supplier(s)

means suppliers to **you** of goods or services other than electricity gas water or telecommunications 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 property used by **you** at the **premises** suffers **damage** during the **period of insurance** and as a result the **business** at the **premises** is interrupted or interfered with **we** will pay to **you** for each item in the schedule the amount of loss as a result of the interruption or interference in accordance with the Basis of settlement

Provided that at the time of the **damage** there is insurance in force covering **your** interest in the property at the **premises** against **damage** and payment shall have been made or liability admitted under that insurance (but this proviso shall not apply if no payment is made solely due to an **excess**)

Exclusions

We shall not be liable in respect of any loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of anything which is excluded under the Property damage section other than exclusion (14) consequential loss of any kind

Basis of settlement

Gross profit Revenue or Rent receivable items

The amount payable is limited to

- (a) loss of **gross profit** due to a reduction in **turnover** or loss of **revenue** or loss of **rent receivable**
- (b) additional expenditure

occurring during the **indemnity period** and the amount payable as indemnity shall be

- (i) for loss of **gross profit** the reduction in **turnover** being the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** shall as a result of the **damage** fall short of the **standard turnover**

- (ii) for loss of **revenue** or **rent receivable** the amount by which the **revenue** or **rent receivable** during the **indemnity period** shall as a result of the **damage** fall short of the **standard revenue** or **standard rent receivable**
- (iii) additional expenditure (**gross profit** is subject to the uninsured expenses clause) necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** or loss of **revenue** or **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage** but not exceeding
 - 1 the sum produced by applying the **rate of gross profit** to the amount of the reduction avoided
 - or
 - 2 the amount of the reduction in **revenue** or **rent receivable** avoided

less any sum saved during the **indemnity period** for such expenses of the **business** payable out of **gross profit revenue** or **rent receivable** which cease or are reduced as a result of the **damage**

Provided that the amount payable shall be proportionately reduced if the sum insured by the relevant item is less than the appropriate

- (a) sum produced by applying the **rate of gross profit** to the **annual turnover** or
- (b) **annual revenue** or
- (c) **annual rent receivable**

or a proportionately increased multiple of the above where the maximum indemnity period exceeds 12 months

If the sums insured are declaration-linked the above provision does not apply and **our** liability for any **estimated gross profit** or **estimated revenue** or **estimated rent receivable** shall not exceed 133 $\frac{1}{3}$ % of the estimated figure shown in the schedule

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

Additional cost of working items

The amount payable is limited to additional cost of working occurring during the **indemnity period** and the amount payable as indemnity shall be the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **business** during the **indemnity period**

Limit of liability

Our liability shall not exceed the sum insured for each item or any other limit of liability stated in this section and in total **our** liability shall not exceed the total sum insured for all items unless expressly varied in this section

Memoranda

1 Alternative trading clause

If during the **indemnity period** services are provided goods are sold or the **business** is conducted 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 for such services sales or rent will be taken into account in arriving at the **turnover revenue** or **rent receivable** during the **indemnity period**

2 Uninsured expenses clause

Any uninsured expenses specified by **you** and noted in the schedule that are deducted when calculating **gross profit** are not insured and the amount of additional expenditure recoverable under paragraph (iii) of Basis of settlement (Gross profit Revenue or Rent receivable items) will be in the proportion of **gross profit** to **gross profit** and uninsured expenses

3 Professional accountants' charges

Any details contained in **your** business books which are requested by **us** for the purpose of dealing with **your** claim can be produced by **your** professional accountants and their report shall be accepted as evidence of these details

We will pay to **you** the reasonable charges payable by **you** to **your** professional accountants for producing these details or any other information requested by **us**

The sum of amount payable under this clause and the amount otherwise payable under this section shall not exceed the sum insured

4 Payments on account

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

5 Current cost accounting

Any adjustments implemented in current cost accounting shall be disregarded

6 Value Added Tax

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

Extensions

The insurance cover provided by this section is extended to cover loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of the following

Unless specifically stated otherwise these extensions do not increase **our** liability as stated in the Limit of liability paragraph to this section

1 Prevention of access - Damage

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

Excluding

- (a) any loss covered under the Utilities extension
- (b) any period when access to the **premises** was not prevented or hindered

2 Prevention of access – Non-damage

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

- (a) any action of government Gardaí or a local authority due to an emergency which could endanger human life or neighbouring property
- (b) any bomb scare at or in the vicinity of the **premises**

Excluding

- (i) any restriction of use of less than 4 hours
- (ii) any period when access to the **premises** was not prevented or hindered
- (iii) closure or restriction in the use of the **premises** due to the order or advice of the competent local authority as a result of an occurrence of food poisoning defective drains or other sanitary arrangements
- (iv) closure or restriction in the use of the **premises** due to **vermin**

Limit

€20,000 in the **period of insurance**

Special conditions

- 1 For the purpose of part (b) of this extension the General exclusion Terrorism does not apply
- 2 The maximum indemnity period under this extension will not exceed 3 months

3 Utilities

Damage at any

- (a) generating station or sub-station of **your** electricity supplier
- (b) land-based premises of **your** gas supplier or any directly linked natural gas producer
- (c) water works or pumping station of **your** water supplier
- (d) land-based premises of **your** telecommunications services provider

4 Suppliers' extension

Damage at the site of the following all within the **geographical limits**

- (a) Any **supplier** specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133⅓ of the relevant Estimate but not exceeding €150,000 any one incident
- (b) Unspecified **suppliers**

Limit

€50,000 any one incident

5 Storage sites

Damage at the site of the following all within the **geographical limits**

- (a) Any of **your** storage sites specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133⅓ of the relevant Estimate but not exceeding €150,000 any one incident
- (b) Any of **your** unspecified storage sites

Limit

€50,000 any one incident

6 Customers' extension

Damage at the site of the following all within the **geographical limits**

- (a) Any of **your** customers specified in the schedule up to the limit shown against their name
If the limit is expressed as a percentage this is a percentage of the relevant sum insured or a percentage of 133⅓ of the relevant Estimate but not exceeding €150,000 any one incident

(b) Any of **your** unspecified customers

Limit

€15,000 any one incident

7 Failure of supply

Failure of the supply to **your premises** of electricity gas or water

Excluding

- (i) the deliberate act of the supplier in withholding or restricting supply
- (ii) any restriction caused by strikes or labour disputes
- (iii) any restriction of use of less than 4 hours
- (iv) drought atmospheric and weather conditions unless failure is due to **damage** caused by such conditions

Limit

€7,500 any one incident

8 Failure of telecommunication services

Failure of the telecommunication services at the **premises** following **damage** of or to telecommunications property anywhere in the **geographical limits**

Excluding

- (i) any restriction of use of less than 4 hours
- (ii) the failure of any telecommunication services received via satellite
- (iii) any restriction caused by strikes or labour disputes

Limit

€7,500 any one incident

9 Reinstatement of data

Unless more specifically insured **we** will pay costs necessarily and reasonably incurred by **you** in reinstating data that is lost or damaged as a consequence of **damage** to **computer equipment** at **your premises**

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 Computers - Increased cost of working extension

Limit

€37,500 in the aggregate for all claims in the **period of insurance**

Special condition – Back-up records

It is a **condition precedent to liability** that **you** must back up original data at least every 7 days

You must take precautions to make sure that all data is stored safely

If **you** fail to keep to this condition **we** may still pay a claim if **you** can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond the **your** control

10 Computers - Increased cost of working

Unless more specifically insured **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 **damage** to **computer equipment** at **your premises**

Limit

€37,500 in any one period of insurance

11 Other venues

Damage

- (a) occurring at any premises not in **your** occupation within the **geographical limits** where **you** are holding or participating in an event or exhibition
- (b) to **your** property for use in connection with the event or exhibition whilst anywhere within the **geographical limits** including whilst in transit by road rail or inland waterway

Limit

€10,000 any one incident

12 Book debts

If following **damage** to **your** records at the **premises you** are unable to trace outstanding debit balances owed to **you we** will indemnify **you** for such loss as follows

- (a) **we** will pay the difference between the total outstanding debit balances and the total of the amounts received or traced for such balances
- (b) **we** will pay 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 conditions of trade or from bad debts

Limit

€75,000 (plus any additional book debts sum insured shown in the schedule) any one claim

Special condition

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

13 Food poisoning defective sanitation vermin murder or suicide

The prevention or restriction of access to or closure of the **premises** on the order or advice of the Gardaí or Food Safety Authority of Ireland or Health Service Executive or other similar enforcement agency as a direct consequence of

- (a) any injury or illness sustained by any person arising from or traceable to food or drink poisoning which is directly traceable to food or drink provided at the **premises**
- (b) any accident causing defects in drains or other sanitary arrangements at the **premises**
- (c) any discovery of vermin at the **premises**
- (d) murder rape or suicide at the **premises**

Provided that

- (i) **We** shall only be liable for the loss arising at premises **you** occupy and which are directly affected by the occurrence discovery or accident
- (ii) Extensions which deem **damage** at other locations to be **damage** at the **premises** shall not apply to this cover

Excluding any costs incurred in the cleaning repair replacement recall or checking of property

Limit

Our liability under this extension in respect of any one occurrence discovery or accident shall not exceed the lesser of €250,000 or 25% of

- (a) the sum insured by the items or
- (b) the limit of **our** liability by the items if the declaration-linked basis applies

The maximum indemnity period for this extension will not exceed three months beginning from the date on which the restrictions on the **premises** are applied

14 Archaeological digs

If a claim is accepted by **us** under this section and the interruption or interference which is the subject of the claim is increased by an archaeological exercise which follows discoveries made due to the occurrence of **damage we** will pay the additional amount of loss resulting from the increased interruption or interference

The total amount **we** will pay will not exceed 10% of the sum insured by each item or €500,000 whichever is the less

Special conditions applicable to this section

1 Renewal clause - Declaration-linked basis

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

2 Premium adjustment clause

(a) Sum insured basis

If **your gross profit** or **revenue** or **rent receivable** (or a proportionately increased multiple of it where the maximum indemnity period exceeds 12 months) as certified by **your** auditors for the financial year of 12 months most closely corresponding with any period of insurance 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 for the difference

If any **damage** has occurred resulting in a claim the return premium will be for 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** within six months of the expiry of each period of insurance a declaration certified by **your** auditors of **your gross profit** or **revenue** or **rent receivable** for the financial year most closely corresponding with the period of insurance

If any **damage** has occurred resulting in a claim for loss of **gross profit** or **revenue** or **rent receivable** the above-mentioned declaration will 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 above and proportionately increased where the maximum indemnity period exceeds 12 months) is

- (i) 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) 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**

4 Goods in transit

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

Insured property

means

- (a) goods
- (b) tarpaulins sheets trailer curtains ropes chains webbing straps and packing materials belonging to ***you*** or for which ***you*** are legally responsible or which are entrusted to ***you*** used in connection with the ***business***

Whilst in transit

means

- (a) whilst being loaded on to or unloaded from the vehicle used for the transit
- (b) whilst on the vehicle in transit to and from its destination within the ***geographical limits***
- (c) whilst on the vehicle on a vehicle ferry during direct sea transits between parts of the ***geographical limits***

Cover

We will indemnify ***you*** (by payment up to the value of the ***insured property*** at the time of loss or at ***our*** option by repair reinstatement or replacement) in respect of ***damage*** to any part of the ***insured property*** by any cause not specifically excluded happening during the ***period of insurance whilst in transit*** by any road vehicle operated by ***you*** or by road hauliers or sent by parcel post or rail as described in the schedule anywhere in the ***geographical limits***

Exclusions

We shall not be liable for

- (1) ***damage*** caused by or arising from packing inadequate to withstand normal handling during transit
- (2) ***damage*** to
 - (a) money securities bills of exchange deeds manuscripts documents business books computer systems records patterns models moulds plans and designs
 - (b) bullion gold and silver articles precious metals stones jewellery fine art rare books and furs
 - (c) non-ferrous metals tobacco cigarettes cigars wines spirits radios television sets audio video and digital equipment discs cassettes and livestock
 - (d) explosives and other dangerous goods unless specifically mentioned as being insured
- (3) ***damage*** caused by or arising from
 - (a) inherent vice latent defect gradually operating causes wear and tear its own faulty or defective design or materials faulty or defective workmanship
 - (b) contamination corrosion rust wet or dry rot mildew shrinkage evaporation loss of weight dampness dryness marring vermin insects change in temperature colour flavour texture or finish

- (c) electrical or mechanical derangement unless caused by external means
- (d) deterioration depreciation delay in transit loss of market or other consequential loss riot or strikes
- (4) **damage** to **insured property** on open vehicles caused by
 - (a) the weather unless the **insured property** is suitably protected
 - (b) theft or attempted theft
- (5) deterioration of refrigerated goods following breakdown or failure of refrigeration equipment unless such failure or breakdown is due to an accident to the vehicle
- (6) **damage** resulting from theft or attempted theft
 - (a) committed assisted brought about or connived at by any of **your** directors trustees employees or **authorised volunteers**
 - (b) from any unattended vehicle unless
 - (i) all doors windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the vehicle
 - (ii) during the hours of 9pm to 6am the vehicle is housed in a securely locked building or guarded security park
- (7) **damage** due to unexplained shortage or disappearance
- (8) **damage** arising from or caused by scratching denting or bruising

Limit

Provided that **our** liability shall not exceed the limits stated in the schedule

Extensions

If **we** accept a claim under this section

1 Personal effects

If not otherwise insured **we** will pay for **damage** to drivers' clothing and personal effects up to an amount of €600 per person

2 Debris removal

We will pay for costs and expenses necessarily and reasonably incurred in the removal of debris and site clearance for which **you** are responsible

Memoranda

1 Reinstatement of property

We shall not be bound to reinstate exactly or completely any property that is the subject of a claim but only as circumstances permit and in reasonably sufficient manner

We shall not pay out in respect of any one of the items insured more than its sum insured

2 Underinsurance

If the value of the **insured property** on or in any vehicle or consignment is at the time of the **damage** of greater value than the appropriate limit any one vehicle or consignment shown in the schedule **you** shall be considered as being **your** own insurer for the difference and shall bear a rateable proportion of the loss accordingly

5 Money with assault extension

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

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 partial disablement*** or the ***temporary total disablement*** benefit is not payable

Insured person

means any employee or ***authorised volunteer*** of the ***Insured***

Loss of hearing

means permanent total and irrecoverable loss of hearing in one or both ears

Loss of limb(s)

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

Loss of sight

means total and irrecoverable loss of sight

- (i) in both eyes resulting in the ***insured person*** being registered with the National Council for the Blind Ireland or
- (ii) in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of speech

means permanent total and irrecoverable loss of the ability to speak

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 banker's drafts unused postage stamps trading stamps holiday with pay stamps travellers' cheques Prize Bonds credit and debit card sales vouchers giro payment orders Value Added Tax purchase invoices luncheon vouchers gift tokens consumer redemption vouchers 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 whilst in **personal custody** 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 Prize 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)** **loss of sight** or **loss of hearing** or **loss of speech**) from engaging in their usual profession trade business or occupation for which they are suited by knowledge training and experience 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 partial disablement

means disablement from engaging in or giving attention to at least 50% of their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary total disablement

means total disablement from engaging in or giving attention to their usual profession trade business or occupation for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement

Cover A – Money**Cover**

We will indemnify **you** in respect of **damage** to **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

Exclusions

We shall not be liable in respect of loss

- (1) due to dishonesty of any director trustee partner employee or **authorised volunteer** of the **Insured** other than as provided for by the extensions for Dishonesty of employee or Fraudulent use of credit and debit cards
- (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) from any gaming or vending machine in excess of €250 unless otherwise stated in the schedule
- (6) due to clerical or accounting errors depreciation in value unexplained shortage dishonoured cheques or to the use of counterfeit money

- (7) 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**
- (8) 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

Extensions

The insurance provided by Cover A 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 partners trustees employees **authorised volunteers** or representatives arising in connection with theft or attempted theft of insured **money**

3 Dishonesty of employee

We will indemnify **you** against **damage** to **money** due to the dishonesty of any director trustee **authorised volunteer** or employee of the **Insured**

Provided that

- (i) such loss is not more specifically insured
- (ii) the loss is discovered within 28 days of the occurrence
- (iii) **our** liability for such loss shall not exceed €3,000 per person nor €7,500 in total in any one period of insurance

4 Fraudulent use of credit and debit cards

We will indemnify **you** for loss resulting from the fraudulent use of any credit or debit card ordinarily used in connection with the **business**

Excluding

- (i) loss due to the use of any card where the terms under which it has been issued have not been fully complied with
- (ii) losses covered by a bank or card issuer
- (iii) fraudulent use by **you** or **your** directors trustees or partners

Limit

€1,500 per card any one period of insurance

5 Identity theft

We will pay the reasonable and necessary costs incurred with **our** consent in protecting the interests of **your business** following the fraudulent use of the identity of the **business** or of **your** directors trustees partners or employees or **authorised volunteers** by a third party for the purposes of obtaining credit

Limit

€1,500 any one period of insurance

6 Fundraising events

For the period from two days before until seven days after a fundraising event the limits shown in the schedule are doubled for the following

- (i) **money** whilst in the course of transit or in a bank night safe
- (ii) **money** whilst being counted or in the home of any employee or **authorised volunteer**
- (iii) **money** in a locked safe in the **premises**

Special conditions

1 Safe keys

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

2 Cash escort

It is a **condition precedent to liability** in respect of cash in transit that the amounts shown below are escorted by at least the stated number of responsible adults or professional security firm as indicated until deposited in a secure area of **your premises** or at the bank

€4,000 to €6,000

2 persons

Over €6,000 but less than €12,000

3 persons

€12,000 or over

a professional security firm

Cover B – Assault extension

Cover

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 attempted robbery or hold-up **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
€5,000
- 2 **Loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech**
€5,000
- 3 **Permanent total disablement**
€5,000
- 4 **Temporary total disablement**
€50 per week
- 5 **Temporary partial disablement**
€10 per week

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

Extension

The insurance provided by Cover B is extended to include the following

Hospital benefit and Medical 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 attempted robbery or hold-up **we** will pay

- (a) **medical 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

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** or **temporary partial disablement**
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement** or **temporary partial 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 except that periodic payments on account of **temporary total disablement** or **temporary partial disablement** may be made by **us**
- 6 For claims involving the death of an **insured person we** may have a post mortem carried out at **our** expense

6 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 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

means a sudden unexpected unforeseen and identifiable incident

Annual salary

means the total gross basic annual salary (excluding overtime commission or bonus payments) payable by ***you*** to the ***insured person*** at the date ***bodily injury*** is sustained

If the ***insured person*** is paid weekly the annual salary will be calculated by taking the average gross basic weekly salary of the ***insured person*** for the thirteen weeks prior to sustaining ***bodily injury*** and multiplying this amount by fifty two

Bodily injury

means bodily injury caused by an ***accident*** resulting directly and independently of any other cause within 24 calendar months in disablement or death

Deferment period

means the initial period as shown in the schedule following ***bodily injury*** during which the ***temporary partial disablement*** or the ***temporary total disablement*** benefit is not payable

Employee

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

Insured person

means the insured person(s) or categories of persons as shown in the schedule

Loss of hearing

means permanent total and irrecoverable loss of hearing in one or both ears

Loss of limb(s)

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

Loss of sight

means permanent total and irrecoverable loss of sight

1. in both eyes resulting in the ***insured person's*** name being added to the National Council for the Blind Ireland or
2. in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

Loss of speech

means permanent total and irrecoverable loss of the ability to speak

Medical expenses

means the cost of medical surgical or other remedial attention or treatment 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** in connection with a valid claim

Paraplegia

means the permanent total and irrecoverable paralysis of both legs

Permanent total disablement

1. In respect of an **insured person** who is an **employee**
means permanent total and irrecoverable disablement (other than by **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech**) from engaging in their usual occupation which has lasted for 104 weeks and which in all probability will last for the remainder of life
2. In respect of an **insured person** who is not an **employee**
means permanent total and irrecoverable disablement (other than by **loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech**) from gainful employment for which they are suited by knowledge training and experience which has lasted for 104 weeks and which in all probability will last for the remainder of life

Quadriplegia

means the permanent total and irrecoverable paralysis of both arms below the shoulder and both legs

Temporary partial disablement

1. In respect of an **insured person** who is an **employee**
means disablement from engaging in or giving attention to at least 50% of their usual occupation for a period not exceeding 104 weeks in all from the commencement of such disablement
2. In respect of an **insured person** who is not an **employee**
means disablement from engaging in or giving attention to any gainful employment for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement

Temporary total disablement

1. In respect of an **insured person** who is an **employee**
means total disablement from engaging in or giving attention to their usual occupation for a period not exceeding 104 weeks in all from the commencement of such disablement
2. In respect of an **insured person** who is not an **employee**
means total disablement from engaging in or giving attention to any gainful employment for which they are suited by knowledge training and experience for a period not exceeding 104 weeks in all from the commencement of such disablement

Weekly wage

means the average weekly gross basic salary (excluding overtime commission or bonus payments)

If the **insured person** is paid weekly this means the average gross weekly basic salary for the thirteen weeks prior to sustaining **bodily injury** (or the average for the period of employment if less than thirteen weeks)

If the **insured person** is paid monthly this will be calculated by dividing the **insured person's annual salary** by fifty two

Cover

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 the appropriate benefit

The schedule will show whether Cover A or Cover B applies

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
€5,000
- 2 **Loss of limb(s)** or **loss of sight** or **loss of hearing** or **loss of speech**
€5,000
- 3 **Permanent total disablement**
€5,000
- 4 **Temporary total disablement**
€50 per week
- 5 **Temporary partial disablement**
€10 per week

Limit of liability

The maximum amount **we** will pay in respect of all benefits under this policy in respect of all **insured persons** involved in the same accident shall not exceed €3,000,000 unless otherwise noted in the schedule

In the event that the amount of all benefits payable exceeds the maximum limit of liability **our** liability in respect of each **insured person** shall be proportionately reduced until the total does not exceed that limit

Extensions

The insurance provided by this section is extended to include the following

1 Hospital benefit and medical expenses

If **we** accept a claim for **bodily injury** under this section **we** will pay

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

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 by the same **accident**

Limit

up to an amount of €750 per person

This amount is in addition to any amount recoverable under any other section of this policy

3 Disappearance

If during the **period of insurance** an **insured person** disappears and their body is not found within 12 months and sufficient evidence is produced that leads **us** to the conclusion that the **insured person** sustained **bodily injury** likely to have caused death **we** shall pay the death benefit under this insurance

If the **insured person** is subsequently found to be alive any amount already paid will be refunded by **you** to **us**

4 Exposure

If during the **period of insurance** an **insured person** sustains **bodily injury** as a result of exposure to the elements **we** will pay **you** in accordance with the death and disablement benefits stated in the schedule

5 Paralysis

If **we** accept a claim for **bodily injury** under this section and within the same 24 calendar months this is the sole and independent cause of the **insured person** suffering paralysis **we** will pay

- (a) an additional 20% of the benefits payable under **permanent total disablement** in respect of **quadriplegia**
- (b) an additional 10% of the benefits payable under **permanent total disablement** in respect of **paraplegia**

Optional extension

The following extension is optional and the schedule will show if it is in force

Permanent partial disablement

If during the **period of insurance** an **insured person** sustains permanent partial disablement **we** will pay a percentage of the sum insured under the following benefit items

Loss of limbs item

The total loss or permanent and total loss of use of one of the following at or above a joint

a. one thumb	20%
b. one index finger	15%
c. one other finger	10%
d. one big toe	10%
e. one other toe	5%

Permanent total disablement item

a.	Permanent total deafness in both ears	50%
b.	Permanent total deafness in one ear	20%
c.	Permanent total loss of speech	50%
d.	Permanent and total loss of use of one	
i.	shoulder or elbow	20%
ii.	wrist	15%
iii.	hip or knee or ankle	20%

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** or **temporary partial disablement**
- 2 Benefit for **permanent total disablement** may be payable following benefit for **temporary total disablement** or **temporary partial disablement**
Once disablement is deemed permanent all weekly benefits will cease
- 3 Other than condition 2, one benefit only shall be payable in respect of any one **insured person** in connection with the same **accident**
- 4 Other than periodic payments for **temporary total disablement** or **temporary partial disablement** we will not pay a benefit until the total amount has been ascertained
- 5 The weekly amount payable under **temporary total disablement** or **temporary partial disablement** in respect of any one **insured person** in connection with the same **accident** shall not exceed 100% of their **weekly wage**
- 6 The total amount payable under the permanent partial disablement extension in respect of any one **insured person** in connection with the same **accident** shall not exceed 100% of the benefit for **loss of limb(s)** or **permanent total disablement**
- 7 For claims involving the death of an **insured person** we may have a post mortem carried out at **our** expense

Exclusions

We will not pay for **bodily injury**

- 1 arising from
 - (a) any consequence of suicide or deliberate self-injury
 - (b) any psychological or psychiatric condition other than Post Traumatic Stress Disorder
 - (c) any sickness or disease not resulting from a **bodily injury**
 - (d) any repetitive stress injury or syndrome or any gradually operating cause
- 2 arising from any **insured person** taking part in practising or training for any of the following excluded activities
 - (a) Flying (except as a passenger) hang gliding or parachuting
 - (b) Hunting on horseback polo show jumping or steeplechasing
 - (c) Driving riding or sailing in any kind of race
 - (d) Playing in any sport professionally
 - (e) Service in any of the armed forces

- 3 sustained by any person under the age of 16 years or to any person after the expiry of the period of insurance in which that person attained the age of 80 years
- 4 arising from travel to a destination to which the Department of Foreign Affairs has advised against all or all but essential travel before the journey commences

7 Liabilities

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

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 ownership repair and maintenance of ***your premises***
- (b) the provision of catering social sports and welfare facilities for ***employed persons*** and first aid medical and ambulance services
- (c) the provision of fire and security services maintained only for the protection of premises owned or occupied by ***you***
- (d) private work undertaken by an ***employed person*** with ***your*** prior consent for a director trustee partner or ***employee*** of ***yours***
- (e) participation in trade shows or exhibitions within the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands or the Isle of Man
- (f) fund raising activities undertaken with the knowledge and authority and under the control of the ***Insured***

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

Computer system

means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

Cyber act

means an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any ***computer system***

Cyber incident

means

- (a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any ***computer system*** or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any ***computer system***

Data

means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a ***computer system***

Employed person(s)

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

Employee(s)

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

Event(s)

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

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 section of the 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 trustee partner 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**

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

Property

means material property

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 trustee partner 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**
- (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**

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

Cover 1 – Employers' liability**Cover**

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

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

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

Employers' liability exclusions

No indemnity will be provided

1. in respect of 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
2. for legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 where such legal liability is
 - (i) that of a principal
 - (ii) accepted under agreement and would not have attached in the absence of such agreement
3. in respect of
 - (a) fines or penalties
 - (b) any compensation awarded by a court of criminal jurisdiction
 - (c) the costs of appeal against any improvement contravention prohibition or information notices

Limit of 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

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

Employers' liability extension

The following is subject to the terms of the policy

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 the 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

Cover 2 – Public & products liability

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 right 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

Public & products liability exclusions

No indemnity will be provided in respect of

- (1) any liability connected with any error or omission in the provision of professional services
- (2) any liability in respect of **bodily injury** to any **employed person** arising out of and in the course of their employment with **you** 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 **employees** directors trustees partners 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) any 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 but (except where indemnity is provided by any motor insurance policy or in circumstances where insurance or security is required under any road traffic legislation) this exclusion will not apply in respect of
 - (i) the use of battery powered wheelchairs and mobility scooters
 - (ii) the use of golf carts trolleys and buggies
 - (iii) the use of plant as a tool of trade on site
 - (iv) the use of plant at **your** premises
 - (v) the loading or unloading of any vehicle
 - (vi) the movement of any vehicle not belonging to **you** which is interfering with the execution of the **business**
 - (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 ownership or 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 from the supervision or execution of any manual work or contract undertaken outside of the European Union the United Kingdom of Great Britain and Northern Ireland the Channel Islands or the Isle of Man
- (14) 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) whereupon discovery of **asbestos** all work immediately stops and
 - (d) a specialist 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
- (15) any liability arising directly or indirectly from fears of the consequences of exposure to or inhalation of **asbestos**
- (16) any liability arising from damage to property where there is a requirement to arrange cover under the RIAI conditions or any similar contract clause

Limit of 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

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

Public & products liability 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 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**

3 Data protection

Definition specific to this extension

Data protection legislation

means Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the Data Protection Act 2018 (the "DPA") or any subsequent legislation which specifically replaces GDPR or the DPA

We will indemnify **you** against **your**

- (a) legal liability to pay damages and **legal costs** for material and non-material damage
 - (b) defence costs and prosecution costs awarded against **you**
- resulting from any breach or alleged breach of **data protection legislation** happening during the **period of insurance** arising out of the conduct of **your business**

We will not provide any indemnity in respect of

- (i) the payment of fines penalties punitive or exemplary damages
- (ii) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (iii) liability arising from or caused by a deliberate or intentional act or omission by **you**
- (iv) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension
- (v) legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim is first made against **you** in the **period of insurance** in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- (1) claims not insured by this extension
- (2) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

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

- (a) shall not exceed €1,000,000 any one claim and in the aggregate any one period of insurance
- (b) shall not exceed €100,000 any one claim and in the aggregate any one period of insurance

4 Libel and slander

This insurance covers only those losses which arise from claims made against **you** during the **period of insurance**

We will indemnify **you** against **your** legal liability to pay damages and **legal costs** arising out of or caused by

- (i) the publication or utterance by **you** or on **your** behalf of a libel or slander
- (ii) infringement of trademark registered design copyright or patent right

Provided that a claim is first made against **you** during the **period of insurance**

The most **we** will pay under this extension is €250,000 in any one period of insurance

All claims arising from a single libel slander or infringement will be deemed to have been made during the period in which the first claim was accepted by **us**

We will not provide any indemnity in respect of

- (a) liability where indemnity is provided by any other insurance
- (b) liability assumed by agreement unless liability would have attached without such agreement
- (c) the consequences of any circumstances known to **you** at the commencement of this cover which may give rise to a claim
- (d) criminal or intentional libel slander or infringement
- (e) any damages costs or expenses brought about by the personal spite or ill will of **you** towards a claimant
- (f) publication 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
- (g) any legal actions in a court of law outside the **geographical limits**

5 Overseas personal liability

We will indemnify **employed persons** and the families of such **employed persons** in respect of 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 electrically or mechanically powered vehicle other than a battery powered wheelchair or mobility scooter or a vehicle used only as domestic gardening equipment or a golf cart trolley or buggy controlled by someone on foot

The total amount **we** will pay for damages for any one **event** is the limit of indemnity as stated in the schedule or €6,500,000 whichever is the less

6 Additional clean up costs

Definitions specific to this extension

Environmental legislation

means any legislation enacted within the Republic of Ireland governing the

- (i) prevention and control of pollution and contamination
- (ii) protection of the environment

Regulatory authority

means any statutory authority regulator or legal body which has authority under **environmental legislation** to legally require or order **remediation** or to conduct **remediation** itself and to recover the costs of doing so from others

Remediation

means the minimum level of works or operations necessarily conducted under the provisions of the **environmental legislation** to investigate treat remove dispose of curtail or minimise pollution but this will not include any works or operations

- (i) to reinstate reintroduce or restore flora or fauna
- (ii) to restore natural habitats or species protected by **environmental legislation** or the services that those natural habitats or species perform
- (iii) which improve the state or condition of land or water in comparison with its state or condition immediately prior to the incident that caused the **pollution or contamination**

We will indemnify **you** against **your** legal liability in respect of the cost of

- (a) **remediation** which **you** are legally required or ordered to conduct by a **regulatory authority**
- (b) reimbursing a **regulatory authority** where **remediation** has been conducted by or on behalf of the **regulatory authority**

arising from **pollution or contamination** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific point in time and place during the **period of insurance** and in connection with the **business**

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

You shall be liable for 10% of the cost of any claim giving rise to indemnity under this extension subject to a minimum contribution of €2,500

The maximum amount payable under this extension shall not exceed €1,000,000 in the aggregate in respect of all incidents occurring during the **period of insurance**

Exclusion

No indemnity will be provided in respect of the removal or disposal of any waste deposited by **you** or on **your** behalf

Liability section extensions

If in force the covers of this section are extended for the following and are subject to the terms conditions and exclusions of the relevant cover

1 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 section of the policy **we** will provide **you** with the following rates of compensation for each day on which attendance is required

Any of **your** directors trustees or partners €750

Any **employee** €350

2 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) S.I. No. 484/2013 - European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013
 - (iv) Liability for Defective Products Act 1991
 - (v) the Food Safety Authority of Ireland Act 1998
 alleged to have been committed during the **period of insurance** in connection with the **business**

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 (apart from this extension)
- (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 trustee or partner 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

The total amount **we** will pay in respect of any one claim shall not exceed €600,000

Liability section cyber exclusion

No indemnity will be provided in respect of any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any **cyber act** or **cyber incident** including but not limited to any action taken in controlling preventing suppressing or remediating any **cyber act** or **cyber incident** regardless of any other cause or event contributing concurrently or in any other sequence thereto

This exclusion will not apply to legal liability to pay damages and **legal costs** resulting from

- (i) **bodily injury** to an **employed person** insured under the Employers' liability cover
- (ii) liability caused by or arising out of a **cyber act** or a **cyber incident** that results in **bodily injury** to third parties or physical damage to third party **property**
- (iii) liability arising under the Data protection extension

Any loss damage liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any loss of use reduction in functionality repair replacement restoration or reproduction of any **data** including any amount pertaining to the value of such **data** is not covered and is not considered as physical loss or damage for the purposes of this exclusion

Memorandum

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** supply to **us** such information as **we** may require

The premium for such period will be adjusted and the difference paid by or allowed to **you** subject to any minimum premium and provided this exceeds €30

7 Legal expenses

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

Note (not forming part of the policy):

To ensure an expert service the cover under this section has been arranged by us through ARAG Legal Protection Limited (ARAG).

We are responsible for paying any claims under this section but ARAG manage all claim matters and correspondence on our behalf. Claims are usually handled by an appointed representative appointed by ARAG. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

You can phone ARAG at any time for legal advice on any commercial legal problem affecting your business, subject to the laws of the Republic of Ireland, the United Kingdom, the Isle of Man and the Channel Islands.

1850 670 747

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section, please phone ARAG on 01 670 7470 and ARAG will send you a claim form. ARAG cannot confirm cover for your claim over the phone. Please send your completed claim form or written details of your claim to:

Claims Department
ARAG Legal Protection Limited (ARAG)
1 Upper Hatch Street,
Dublin 2,
D02 PY28
Or e-mail to claims@arag.ie

Once you have sent ARAG the details of your claim and if ARAG have accepted it, ARAG will start to resolve your legal problem.

Please do not ask for help from a solicitor or accountant before ARAG have agreed. If you do we will not pay the costs involved.

Registered office:

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: 1 Upper Hatch Street, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland

Website: www.arag.ie

Privacy statement

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement, please see ARAG's website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with ARAG's privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoint to process the handling of a claim.

Using personal or sensitive information

The reason ARAG collect personal or sensitive information is to fulfil ARAG's contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

Your rights

You have a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when ARAG will not be able to delete personal data, please refer to ARAG's full privacy statement.

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 ***preferred law firm*** law firm accountant or other suitably qualified person appointed to act on the ***insured person's*** behalf

Costs and expenses

means

(1) ***Legal costs***

All reasonable and necessary costs chargeable by the ***appointed representative*** and agreed by ***us*** in accordance with the ***ARAG Standard Terms of Appointment***

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***

The costs reasonably incurred by the ***appointed representative*** in accordance with ***ARAG's*** claims handling instructions

(3) ***Attendance expenses***

In the event of the ***insured person's*** absence from work ***attendance expenses*** to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the ***appointed representative***

The maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you** have paid them or any amount the court or the Workplace Relations Commission has paid or awarded them

The amount **we** will pay for 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

Countries covered

means

For **insured event 2** - Legal defence (excluding 2(d) Formal investigations and disciplinary hearings and 2(e) Statutory notice appeals) and **insured event 6(b)** – Personal injury

The European Union the United Kingdom of Great Britain and Northern Ireland the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

For all other **insured events**

The Republic of Ireland

ARAG

means ARAG Legal Protection Limited.

ARAG Standard Terms of Appointment

means the terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim which could include a no win no fee agreement

Where a law firm is acting as an **appointed representative** the amount is currently up to a maximum of €150 per hour

Date of occurrence

means

- (1) For civil cases (other than under **insured event 7** – Tax protection) the date of the event that leads to a claim
If there is more than one event arising at different times from the same originating cause the **date of occurrence** is the date of the first of these events (this is the date the event happened which may be before the date **you** or an **insured person** first became aware of it)
- (2) For criminal cases the date the **insured person** began or is alleged to have begun to break the law
- (3) For **insured event 3** – Statutory licence appeal the date when **you** first became aware of the notice of intention or proposal by the relevant licensing or regulatory authority to suspend alter the terms of refuse to renew or cancel **your** licence
- (4) For **insured event 7** – Tax protection
 - (a) when the **insured person** is notified in writing of the intention to carry out a **full revenue audit**
 - (b) and (c) the date when the relevant authority sends an assessment or written decision to **you** following a **single head revenue audit**
- (5) For **insured event 2** – Legal defence (e) Statutory notice appeals the date when the **insured person** is issued with the relevant notice and has the right to appeal

Full revenue audit

means an extensive examination by the Revenue Commissioner which considers all aspects of **your** tax affairs excluding those audits which are limited to one or more specific aspects of **your** self-assessment and/or corporation tax return (however described by the Revenue Commissioners) and also excluding any reviews conducted by the Revenue Commissioners as part of its review programmes

Personal Injuries Assessment Board.ie (PIAB)

means an independent statutory government body which assesses the amount of compensation due to a person who has suffered a personal injury

Insured event(s)

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

Insured person

means

- (1) The **Insured** and the directors trustees partners managers officers volunteers and workers of the **Insured**
- (2) The estates heirs legal representatives or assigns of any person mentioned in (1) above in the event of such person dying
- (3) A person contracted to perform work for the **Insured** who is in other respects insured by **you** on the same basis as **your** employees and performs work under **your** supervision and direction

Limit of indemnity

means the most **we** will pay in **costs and expenses** and any compensation awards payable by **us** for all claims resulting from one or more events arising at the same time or from the same originating cause

Please refer to the policy schedule for this amount

The most **we** will pay for the total of all compensation awards in respect of employment disputes in any one **period of insurance** shall not exceed the aggregate limit as shown in the policy schedule

This aggregate limit will form part of and not be in addition to the **limit of indemnity**

Period of insurance

means the period for which **we** have agreed to cover the **Insured**

Preferred law firm

means a law firm **ARAG** choose to provide legal or other services

These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **ARAG's** agreed service standard levels which **ARAG** audit regularly

They are appointed according to the **ARAG Standard Terms of Appointment**

Reasonable prospects

means

- (1) For civil cases the prospects that the **insured person** will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy which **we** have agreed to including an enforcement of judgment) or make a successful defence must be at least 51% **ARAG** or a **preferred law firm** on **ARAG's** behalf will assess whether there are **reasonable prospects**
- (2) For criminal cases there is no requirement for there to be prospects of a successful outcome
- (3) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%

Single head revenue audit

means an examination by the Revenue Commissioners which considers one specific aspect of **your** self-assessment and/or corporation tax return

This includes a standalone VAT or PAYE or PRSI or USC Single Head audit

Cover

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

- (a) **reasonable prospects** exist for the duration of the claim and
- (b) the **date of occurrence** of the **insured event** happens during the **period of insurance** and within the **countries covered** and
- (c) any legal proceedings will be dealt with in the **countries covered** by
 - a court or
 - any other body which **ARAG** agree to

What we will pay

We will pay an **appointed representative** on the **insured person's** behalf **costs and expenses** incurred following an **insured event** and any employment financial compensation awards that **ARAG** have agreed to provided that

- (1) the most **we** will pay for **costs and expenses** including compensation awards in respect of all claims resulting from one or more events arising at the same time or from the same originating cause is the **limit of indemnity**
- (2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**

This will vary depending on the type of claim but the hourly amount **we** will pay a law firm will be included within the **ARAG Standard Terms of Appointment**

These will be provided to **you** once **we** accept your claim if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**

Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type **we** will pay up to a maximum of €150 per hour

- (3) in respect of an appeal or the defence of an appeal the **insured person** must tell **ARAG** within the time limits allowed that they want to appeal

Before **we** pay the **costs and expenses** for appeals **ARAG** must agree that **reasonable prospects** exist
- (4) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this section **ARAG** must agree that **reasonable prospects** exist
- (5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award
- (6) in respect of **insured event** 2 – Legal defence (g) Jury service and court attendance the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court or tribunal pays
- (7) in respect of **insured event** 6(b) Personal injury **we** will pay the application fee required by the **Personal Injuries Assessment Board.ie (PIAB)**

What we will not pay

In the event of a claim if the **Insured** decides not to use the services of a **preferred law firm you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**

Insured events

1 Employment disputes and employment financial compensation awards

(a) Employment disputes

Costs and expenses to defend the **Insured's** legal rights

- (1) prior to the issue of proceedings before a Workplace Relations Adjudicator court or tribunal following the dismissal of an employee
- or
- (2) in legal proceedings in respect of any dispute with
 - (i) 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
 - (ii) an employee prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation

Exclusions

- (i) Employee internal disciplinary or grievance procedures
- (ii) 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 or European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation

(b) Employment financial compensation awards

Where **ARAG** have accepted a claim under **insured event** 1(a) **we** will pay up to the **limit of indemnity** for any employment financial compensatory award otherwise payable by **you**

Provided that

- (1) in cases relating to performance grievance or conduct of an employee the **Insured** has sought and followed advice from **ARAG's** legal advice service throughout
- (2) for compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **ARAG's** legal advice service since the date when **you** should have known about the employment dispute
- (3) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy but not the redundancy payment itself **you** have sought and followed the advice given by ARAG Claims Department prior to serving notice of redundancy
- (4) the compensation award is awarded by a Workplace Relations Adjudicator or Employment Appeals Tribunal or the Labour court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in writing in advance by **ARAG**

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 Work Councils
 - (b) Health & Safety related dismissals or any other claims brought under Section 27 or alleged contravention of Section 27 of the Safety, Health and Welfare at Work Act 2005

- (c) Pregnancy or maternity rights paternity parental or adoption rights
- (d) Civil claims against or statutory rights in relation to trustees of occupational pension schemes
- (e) Statutory rights in relation to Sunday shop and betting work
- (ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (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) Claims under the Organisation of Working Time Act where **you** have failed to maintain adequate working time records
- (v) Any employment financial compensation award or increase in employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission or the Labour Court or a tribunal including non-compliance with a reinstatement or re-engagement order
- (vi) Any compensation award relating to personal injury brought as part of the same set of proceedings as a claim accepted under **insured event** 1(a) Employment disputes

(c) Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than the **Insured's**) legal rights if an event arising from their work as an employee leads to civil action being taken against them

- (1) under legislation for unlawful discrimination or
- (2) as trustee of a pension fund set up for the benefit of the **Insured's** employees

We will only provide cover for an **insured person** (other than the **Insured**) at the **Insured's** request

(d) Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by or for which the **Insured** is responsible

Exclusion

Any claim relating to defending the **Insured's** legal rights other than defending a counter-claim

2 Legal defence

Costs and expenses to defend the **insured person's** legal rights in respect of the following

(a) Criminal pre-proceedings cover

Prior to the issue of legal proceedings when dealing with the

- Gardaí
- Health & Safety Authority and/or regional Health Boards

where it is alleged that the **insured person** has or may have committed a criminal offence

(b) Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

Provided that in so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned the **countries covered** shall be any place where the Act applies

(c) Wrongful arrest

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**

(d) Formal investigations and disciplinary hearings

Representing the **insured person** throughout a formal investigation or disciplinary hearing by any relevant authority

(e) Statutory notice appeals

Representing the **insured person** in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting the **Insured's** business other than those issued in connection with the **Insured's** licence

(f) Data protection and Data Protection Commissioner registration

- (i) If civil action is taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by
 - (a) an individual

We will also pay any compensation award up to the **limit of indemnity** in respect of such a claim
 - (b) a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor

We will not pay any compensation award in respect of such a claim
- (ii) Representing the business in appealing against the refusal of the Data Protection Commissioner to register the **Insured's** application for registration

Provided that

- (1) in respect of (f)(i)(a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**
- (2) **we** will not cover the cost of fines imposed by the Data Protection Commissioner or any other regulatory and/or criminal body

(g) Jury service and court attendance

An **insured person's** absence from work

- (i) to perform jury service
- (ii) to attend any court or tribunal at the request of the **appointed representative**

Provided that for each of the above sections of Legal defence cover the **Insured** requests cover for the **insured person**

Exclusions

- (i) For (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any criminal investigation or enquiry by with or on behalf of the Revenue Commissioners
- (ii) For (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any claim relating to the **insured person** driving without valid motor insurance
- (iii) For (a) Criminal pre-proceedings cover and (b) Criminal prosecution defence cover any claims arising from parking or obstruction offences
- (iv) Any motor related prosecution where the **Insured** owns or has use of more than 6 motor vehicles for the **business**
- (v) For (e) Statutory notice appeals a Statutory Notice issued by an **insured person's** regulatory or governing body
- (vi) For (f) Data protection and Data Protection Commissioner registration cover any claims relating to
 - (i) the loss alteration corruption or distortion of or damage to stored personal data or
 - (ii) a reduction in the functionality availability or operation of stored personal data resulting from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code computer virus or similar mechanism

3 Statutory licence appeal

Costs and expenses in an appeal to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel the **Insured's** licence

Exclusions

- (i) Assistance with the application process either in relation to an original application or application for renewal of a statutory licence
- (ii) Any licence appeal relating to the ownership driving or use of a motor vehicle

4 Contract disputes

Costs and expenses in a contractual dispute arising from an agreement or alleged agreement which has been entered into by or on behalf of the **Insured** for the purchase hire sale or provision of goods or of services

Provided that

- (1) the amount in dispute exceeds €300 (excluding VAT) or if the amount is payable in instalments the instalments due and payable at the time of making the claim exceed €300 (excluding VAT)
- (2) if the dispute relates to money owed to the **Insured** a claim under this section is made within 90 days of the money becoming due and payable

Exclusions

- (i) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before
- (ii) Any claim relating to the following
 - (a) A dispute over the settlement payable under an insurance policy (**we** will cover a dispute if the **Insured's** insurer refuses the **Insured's** claim but not for a dispute over the amount)
 - (b) The
 - sale
 - purchase
 - terms of a lease
 - licence
 - tenancy
 of land or buildings other than a dispute with a professional advisor in connection with these matters
 - (c) A loan mortgage pension guarantee or any other financial product chosen in action and disputes with a professional advisor in connection with these matters
 - (d) A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
- (iii) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with the **Insured**
- (iv) A dispute which arises out of
 - (a) the sale or provision of computer hardware software systems or services
 - (b) the purchase or hire of computer hardware software systems or services tailored by a supplier to the **Insured's** own specification
- (v) A dispute arising from a breach or alleged breach of professional duty by an **insured person**
- (vi) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists
- (vii) The first €600 of **legal costs** unless the dispute is to be dealt with under the Small Claims Court Procedure

5 Debt recovery

Costs and expenses in a dispute relating to the recovery of money and interest due from the sale or provision of goods or services including enforcement of judgments

Provided that

- (1) the debt exceeds €300 (excluding VAT)
- (2) the claim is made within 90 days of the money becoming due and payable
- (3) **we** have the right to select the method of enforcement or to forego enforcing judgment if **we** are not satisfied that there are or will be sufficient assets available to satisfy judgment

Exclusions

- (i) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section unless equivalent legal expenses insurance was in force immediately before
- (ii) Any claim relating to the following
 - (a) The settlement payable under an insurance policy
 - (b) The
 - sale
 - purchase
 - terms of a lease
 - licence
 - tenancy
 of land or buildings
 - (c) A loan mortgage pension guarantee or any other financial product and choses in action
 - (d) A motor vehicle owned by or hired by or leased to the **Insured** other than agreements relating to the sale of motor vehicles where the **Insured** is engaged in the business of selling motor vehicles
- (iii) A dispute which arises out of the purchase hire sale or provision of computer hardware software systems or services
- (iv) The recovery of money and interest due from another party where the other party intimates that a defence exists
- (v) Any dispute which arises from debts the **Insured** has purchased from a third party

6 Property protection and personal injury

(a) Property protection

- (1) **Costs and expenses** in a civil dispute relating to material property which is owned by or the responsibility of the **Insured** provided that the **Insured** has established the legal ownership or right to the land that is the subject of the dispute following
 - (a) any event which causes physical damage to such material property
 - or
 - (b) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land or some right over or in connection with it)
 - or
 - (c) a 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 by or used by or hired by or leased to an **insured person** (other than damage to motor vehicles where the **Insured** is engaged in the business of selling motor vehicles)
- (vii) The enforcement of a covenant by or against the **Insured**

(b) Personal injury

At the **Insured's** request **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of or bodily injury to them

This includes assisting the **insured person** (and family member if applicable) through **ARAG's** claims and legal advice service to register their claim with the **Personal Injuries Assessment Board.ie (PIAB)**

Exclusions

Any claim relating to the following

- (i) Any illness or bodily injury that develops gradually
- (ii) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- (iii) Defending an **insured person's** and their family members' legal rights other than in defending a counter-claim
- (iv) A motor vehicle owned by or used by or hired or leased to an **insured person** or their family members
- (v) The cost of obtaining a medical report when registering with the **Personal Injuries Assessment Board.ie (PIAB)**

7 Tax protection

Costs and expenses for an **appointed representative** to act on behalf of the **Insured** and at the request of the **Insured** the directors trustees and partners of the **Insured** in the event that one of the following enquiries is undertaken in direct connection with the activities of the **business**

(a) Revenue audits

We will pay **accountant's costs** in respect of a **full revenue audit** carried out by the Revenue Commissioners into **your** business accounts and represent **you** in any subsequent appeal proceedings following the **full revenue audit**

(b) Employer's compliance

We will represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Insurance Contribution Regulations following a **single head revenue audit** by the Revenue Commissioners or the Department of Social Community and Family Affairs

(c) VAT disputes

We will represent **you** in any appeal proceedings following a **single head revenue audit** carried out by the Revenue Commissioners in respect of Value Added Tax due

Provided that

- (1) for all **insured events** 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 **ARAG's** claims handling instructions throughout the course of the claim

Exclusions

- (i) A **single head revenue audit** in respect of Value Added Tax or Pay As You Earn or Social Insurance Contribution Regulations or Universal Social Charge
- (ii) Any **insured event** arising from a tax avoidance scheme
- (iii) Any **insured event** caused by the failure to register for Value Added Tax
- (iv) Any **insured event** arising from any investigation or enquiry undertaken by the Revenue Commissioners into **your** alleged dishonesty or **your** alleged criminal activities
- (v) Reviews conducted by the Revenue Commissioners as part of its review programmes

Note (not forming part of the policy):

How we deal with Tax protection claims under this section

(A step by step guide to your tax claim)

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This section will pay your accountant's costs if the Revenue Commissioners carry out a full revenue audit of your business accounts provided that these guidelines are followed.

Please note:

Single head revenue audits in respect of VAT, PAYE or Social Insurance Regulations are not covered under this policy.

Notifying us of your claim

- (1) If you receive notification from the Revenue Commissioners, you or your accountant can contact ARAG by phone on **01 670 7470**.

ARAG can send you a claim form and give you advice about how to make your claim. ARAG cannot confirm cover for your claim over the phone.

- (2) When ARAG receive the information they need to help you with your claim ARAG will appoint an accountant to act for you. If you wish ARAG to appoint your own accountant you must send ARAG the person's name and address when you send them your completed claim form. The accountant appointed by ARAG to act for you is referred to as the "appointed representative" in your policy and in the guidelines below. We will not pay for any accountant's costs that have been incurred for work carried out before we have accepted your claim.

Handling your claim

- (1) ARAG Tax Protection covers the cost of representing you in a full revenue audit and in any appeal proceedings in respect of a Revenue Audit
- (2) Once ARAG have accepted your claim and have arranged for an appointed representative to deal with it, ARAG will agree with the appointed representative what work is to be carried out on your behalf and the fees that are to be covered under your policy.

If it is not possible to agree a budget with the appointed representative, we reserve the right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.

- (3) The Revenue Commissioners will request information about your accounts. The appointed representative will prepare this information. They may also be required to meet with the Revenue Commissioners. Your policy will cover the cost of any necessary meetings provided that ARAG have consented to your accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and you wish to appeal against the tax demanded we will pay for the appointed representative to represent you in appeal proceedings provided that reasonable prospects exist.

- (4) If at any time during the full revenue audit the level of fees that we have agreed with the appointed representative is expected to change we must be informed of any additional work considered necessary and agree in advance any additional fees to be paid under your policy.

When we cannot help

- (1) Please note it is a condition of your policy that you have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
- (2) If the appointed representative has to carry out routine accounting or corrective work you will need to pay any fees for this out of your own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the appointed representative considers this is necessary we will pay the cost of this provided that we have consented to the work being carried out.
- (3) We will not pay costs that have been incurred because the appointed representative has failed to follow the procedures we have specified or has charged fees that we have not agreed to pay.
- (4) Please note the exclusions on your policy in relation to dishonesty, and all other terms and conditions applying to the policy.

Settling your claim

We will tell the appointed representative about how we will settle their invoice when the audit has been completed.

Other types of tax protection claims

Appeals following a single head revenue audit by the Revenue Commissioners or Department of Social Community and Family Affairs arising from Employers' compliance with PAYE or PRSI, appeals in relation to VAT assessments following a single head revenue audit are also covered by this section.

If you need to notify ARAG of a claim that arises from any of these circumstances please follow the instructions outlined in (1) and (2) above '**Notifying us of your claim**'. ARAG will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to '**Handling your claim**' above) although the actual work carried out by the appointed representative will differ. Please note ARAG cannot cover disputes with the Revenue Commissioners that result from your failure to register your business for VAT.

Conditions

- 1 (a) On receiving a claim if representation is necessary **ARAG** will appoint a **preferred law firm** or in-house lawyer as the **Insured's appointed representative** to deal with the **Insured's** claim. They will try to settle the **Insured's** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or in-house lawyer cannot negotiate settlement of the **Insured's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then the **Insured** may choose a law firm or tax expert to act as the **appointed representative**. **ARAG** will choose the **appointed representative** to represent the **Insured** in any proceedings where **we** are liable to pay a compensation award.
- (c) If the **Insured** chooses a law firm as their **appointed representative** who is not a **preferred law firm** **ARAG** will give the **Insured's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis the most **we** will pay is the hourly amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment** and in those circumstances **you** would be liable for **costs and expenses** which exceed those included within the **ARAG Standard Terms of Appointment**.

These will be provided to **you** once **we** accept **your** claim if it is necessary to issue legal proceedings and **you** choose **your** own **appointed representative** rather than using a **preferred law firm**

Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type **we** will pay up to a maximum of €150 per hour

- (d) The **appointed representative** must co-operate with **ARAG** at all times and must keep **ARAG** up to date with the progress of the claim

2 An **insured person** must

- (a) co-operate fully with **ARAG** and the **appointed representative**
 (b) give the **appointed representative** any instructions that **ARAG** ask them to

3 (a) An **insured person** must tell **ARAG** if anyone offers to settle a claim and must not negotiate or agree to any settlement without written consent from **ARAG**

- (b) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay further **costs and expenses**

- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action

In these circumstances an **insured person** must allow **ARAG** to take over and pursue or settle a claim in their name

An **insured person** must allow **ARAG** to pursue at **our** expense and for **our** benefit any claim for compensation against any other person and an **insured person** must give **ARAG** all the information and help **ARAG** need to do so

4 (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **ARAG** ask for this

- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered

5 If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason the cover **we** provide will end immediately unless **ARAG** agree to appoint another **appointed representative**

6 (a) If an **insured person** settles a claim or withdraws their claim without **ARAG's** agreement or does not give suitable instructions to the **appointed representative** **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid

- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once

We will pay any **costs and expenses** and compensation awards **we** have agreed to up to the date cover was withdrawn

7 **ARAG** may require the **Insured** to get at the **Insured's** own expense an opinion from an expert that **ARAG** consider appropriate on the merits of the claim or proceedings or on a legal principle

The expert must be approved in advance by **ARAG** and the cost agreed in writing between the **Insured** and **ARAG**

Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured** will recover damages (or obtain any other legal remedy that **ARAG** have agreed to) or make a successful defence

8 If there is a disagreement between the **Insured** and **ARAG** about the handling of a claim and it is not resolved through **ARAG's** internal complaints procedure and the **Insured** is a small business they can contact the Financial Services and Pensions Ombudsman (FSPO) for help

Details available from www.fspo.ie

Alternatively there is a separate arbitration process (this applies to all size of business)

The arbitrator will be a barrister chosen jointly by the **Insured** and **ARAG**

If there is a disagreement over the choice of arbitrator **ARAG** will ask the Chartered Institute of Arbitrators to decide

- 9** An **insured person** must
- (a) keep to the terms and conditions of this policy
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything **ARAG** ask for in writing
 - (e) give **ARAG** full and factual details of any claim and give **ARAG** any information they need and
 - (f) report any claim to **ARAG** as soon as they become aware of it and within 180 days of the date they should have known about it
- 10** All Acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation

Exclusions

- 1** **Costs and expenses** incurred before the written acceptance of a claim by **ARAG**
- 2** 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 event** 1(b) – Employment financial compensation awards and **insured event** 2(f)(i)(a) – Data protection and Data Protection Commissioner registration
- 3** Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- 4** Any claim relating to rights under a franchise or agency agreement entered into by the **Insured**
- 5** Any **insured event** deliberately or intentionally caused by an **insured person**
- 6** A dispute with **ARAG** not otherwise dealt with under Condition 8 of this section
- 7** Any claim relating to a shareholding or partnership share in the business 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 trustees or partners of the **Insured**
- 8** **Costs and expenses** arising from or relating to judicial review coroner's inquest or fatal accident inquiry or injunctions
This exclusion does not apply to **insured event** 6(b) Personal injury
- 9** Any legal action an **insured person** takes which **ARAG** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **ARAG** or the **appointed representative**
- 10** When either at the commencement of or during the course of a claim
 - (a) the **Insured** is declared bankrupt
 - (b) the **Insured** has filed a bankruptcy petition
 - (c) the **Insured** has filed a winding-up petition
 - (d) the **Insured** has made an arrangement with the **Insured's** creditors
 - (e) the **Insured** has entered into a deed of arrangement
 - (f) the **Insured** is in liquidation
 - (g) part or all of the **Insured's** affairs or property are in the care or control of a receiver or administrator
 This exclusion applies to all **insured events** other than 1(a) Employment disputes and 1(b) Employment financial compensation awards and 2 Legal defence
- 11** Any claim relating to written or verbal remarks that damage the **insured person's** reputation
- 12** Any claim where an **insured person** is not represented by a law firm barrister or tax expert

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0044 207 066 1000**

For further information on any of our products, please speak to your insurance intermediary.

Or visit us at

www.ecclesiastical.ie

If you would like this booklet in large print, braille or audio format please call us on **01 619 0300.**

You can also tell us if you would like to always receive literature in another format.



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