

Garage Combined

Garage Combined Insurance Policy



KEY INFORMATION

Your policy was placed with ARB Underwriting Ltd by your Insurance Broker.

ARB Underwriting Ltd acts as an agent for the Insurers.

The Insurers of this policy are: Sure Stone Insurance dac.

The home member state of this policy's Insurer is: Republic of Ireland

ARB Underwriting Ltd is a Limited Company registered in Ireland under the Company No. 168567. The registered office of ARB Underwriting Ltd is ARB House, 9 Blackrock Business Park, Carysfort Avenue, Blackrock, Co, Dublin A94 E4X2.

ARB Underwriting Ltd is regulated by the Central Bank of Ireland.

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Customer Service Information

SureStone Insurance dac (hereinafter referred to as the Company) are the **Insurers** of this Policy and ARB Underwriting Limited are authorised to accept and administer this Policy on behalf of the Company

SureStone Insurance dac (authorised and regulated by the Central Bank of Ireland) is a limited Company registered in Ireland under Company number 340407. The registered office of SureStone is: Merrion Hall, Strand Road, Sandymount, Dublin 4.

Your Policy has been arranged through ARB Underwriting Ltd. ARB Underwriting Ltd is a limited Company registered in Ireland under Company number 168567. The registered office of ARB Underwriting Ltd is: ARB House, 9 Blackrock **Business** Park, Carysfort Avenue, Blackrock, Co Dublin.

ARB Underwriting Ltd is authorised and regulated by the Central Bank of Ireland as an insurance intermediary with registered number C1299 and may be found under Registers Section of www.centralbank.ie.

Claims Manager

The Claims Manager for the purpose of the Claims Conditions is OSG Loss Adjusters Ltd whom are contactable at tel: 01 261 1434

Complaints

We wish to provide you with a high standard of service. However, there may be occasions when you feel that this objective has not been achieved. If you have any complaint about the insurance contract you should,

1. In the first instance please contact the insurance intermediary who arranged the policy for you.
2. Should you remain dissatisfied please write to the Complaints Manager, ARB Underwriting Ltd, ARB House, 9 Blackrock **Business** Park, Carysfort Avenue, Blackrock, Co Dublin.
3. If you are still unhappy with any issue connected with the handling of your insurance policy or claim then we will direct you to: Compliance Officer, SureStone Insurance dac, Merrion Hall, Strand Road, Sandymount, Dublin 4 (Applicable to sections 1, 2, 3 & 7 of the Policy).

They will handle your complaint as follows:

- i. They will acknowledge within five working days and advise you of the name and title of the person who is handling your complaint.
 - ii. They will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate they will provide details with their response. If they feel your complaint is not justified full reasons for their decision will be provided to you.
4. If you remain dissatisfied you have the option of contacting: Financial Services Ombudsman's Bureau, 3rd Floor Lincoln House, Lincoln Place, Dublin 2.
Telephone: (01) 644 1000.

This option is open only for individuals or incorporated bodies with an annual turnover of €3,000,000 or less.

Taking any of these options will not prejudice your right of recourse to legal proceedings.

Important note

Where ARB Underwriting Ltd deals with you through a retail agent in respect of any claims referred by you to ARB Underwriting Ltd, ARB Underwriting Ltd acts as agent for the **Insurers** and not for you.

Data Protection Clause

The defined terms used in this section shall have the meaning given to those terms in the UK Data Protection Act 1998 and the Irish Data Protection Acts 1988 and 2003 where appropriate (as may be amended from time to time).

In the course of providing insurance services to the **Insured**, the **Insurers** may have access to Personal Data. In providing those services, the **Insurers** will comply with its obligations under the Irish Data Protection Acts 1988 and 2003 (as amended). The **Insured** warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the **Insurers** (whether such disclosure is made directly by the **Insured** to the **Insurers** or indirectly by the **Insured** to any agent acting on behalf of the **Insured** or the **Insurers**). The **Insurers** shall be the Data Controller of any Personal Data provided to it.

The **Insurers** undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the **Insured**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The **Insurers** will hold all Personal Data provided to it securely and shall limit access to such Personal Data to authorised personnel. The **Insured** hereby consents to the **Insurers** sharing any Personal Data provided to it with its group companies, intermediaries and agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the **Insurers** contracts in connection with the contract of insurance between the **Insured** and the **Insurers**, and the **Insured** confirms that it shall have obtained the necessary consent from the Data Subjects for the sharing of Personal Data by the **Insurers** with the parties listed above.

The **Insured** acknowledges that the **Insurers** may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Central Bank of Ireland, the UK Financial Services Authority or any other public body or authority of competent jurisdiction, as well as for the purpose of participation in internal or market-level statistical exercises, and the **Insured** hereby consents to any such disclosure.

The **Insured** acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the **Insurers** sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an Insurer under this contract is several and not joint with other **Insurers** party to this contract. An Insurer is liable only for the proportion of liability it has underwritten. An Insurer is not jointly liable for the proportion of liability underwritten by any other Insurer. Nor is an Insurer otherwise responsible for any liability of any other Insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an Insurer is shown in this contract.

The Insurers	Coverage(s) Insured	Percentage(s)
SureStone Insurance Dax	Sections 1, 2, 3, 4 and 5	100%

Introduction

Your Policy and Schedule

This is your Motor Trade Internal Risks Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the Policy including the levels of cover operative under each Section of the Policy and should be read in conjunction with the rest of the Policy. For your own protection you are recommended to read this Policy and Schedule carefully to ensure it meets with your particular needs.

Important – Please note: Only those Sections showing in force in the attached Schedule shall apply to your particular Policy.

The Third EU Non-Life Directive requires us to provide you with the following information:

The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, SureStone Insurance dac and you, the Proposer, are free to choose the law applicable to the contract. It is proposed that the laws of the Republic of Ireland will apply to the contract unless it is agreed otherwise with you in writing before issuing the Policy and any dispute arising under this Policy shall be subject to the exclusive jurisdiction of the Republic of Ireland Courts. The **Insurers** which your contract will be concluded are SureStone Insurance dac.

Your Motor Trade Internal Risks Policy

In consideration of the **Insured** having paid or agreed to pay the Premium

SureStone Insurance dac (hereafter called the “**Insurers**”) will indemnify the **Insured** in the manner and to the extent described within this Policy subject to its terms, Definitions, Extensions, Exclusions, Conditions and any Endorsements.

This Policy, the Schedule and any Endorsement shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear.

In addition to the Standard Exclusions Conditions, Clauses, Memoranda, Provisions limiting cover in the individual Sections of the Policy, the insurance cover described in any of the said Sections is also subject to the General Exclusions and Conditions contained in this Policy.

All Endorsements and Warranties other than the above will be printed on the attached Section Schedules.

Limits of liability referred to in the Policy as being “the amount stated in the Schedule” are intended to refer to that part of the Schedule which corresponds with the Section of the Policy where the reference occurs.

The proposal and declaration signed by the **Insured** and particulars in writing submitted by or on behalf of the **Insured** or the **Insured**'s Company shall be the basis of the contract and be held to be incorporated herein.

Insurance Act 1936

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

Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Signed on behalf of the **Insurers**

A handwritten signature in black ink, consisting of a large, stylized initial 'P' followed by a long horizontal stroke that ends in a small upward curve.

By authority of the Board

General Definitions

1. **Insured** means the person Company or firm or other legal entity named as the **Insured** in the Schedule.
2. **Insurers** mean SureStone Insurance dac .
3. The **Business** or Profession stated in the Schedule and none other for the purpose of this insurance except as stated below. The **Business** shall also include:
 - a. the ownership, repair, maintenance and decoration of the **Insured's** own **Business** premises but not construction, re-construction, structural alteration or demolition of such premises
 - b. the repair and maintenance of **Vehicles** or plant used in the course of the **Business** and owned by the **Insured**
 - c. the provision and management of canteens, social, sports and welfare organisations which are for the benefit of **Employees** and their families
 - d. the provision in the course of the **Business** of first aid, medical and dental services, ambulance, fire, security services and safety organisations
 - e. private work undertaken with the prior consent of the **Insured** by an **Employee** for a partner or director of the **Insured** provided that such work is not in pursuit of any trade or **Business**
 - f. the sale, supply and servicing of **Vehicles**.
4. **Territorial Limits** means the Republic of Ireland, Great Britain and Northern Ireland.
5. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the **Insurers** agree to renew the Policy and to accept payment of the Premium.
6. **Deductible** or **Excess** means the amount the **Insured** shall bear in respect of each and every incident or occurrence as stated in the Schedule. It is a condition precedent to the **Insurers** Liability under the Policy that such amount or any part thereof is furnished by the **Insured** to the **Insurers** on demand. Failure to do so constitutes a breach of condition precedent under the Policy and entitles the **Insurers** to refuse indemnification in respect of the entire claim.
7. **Employee** means:
 - a. any person under a contract of service or apprenticeship with the **Insured**
 - b. any person engaged under any training, educational or work experience programme
 - c. any labour master or labour only sub-contractor or any person employed or supplied by them
 - d. any self employed person
 - e. any person hired to or borrowed by the **Insured** while working for the **Insured** in the course of the **Business**.
8. **Bodily Injury** means accidental **Bodily Injury** and includes death, disease and illness.
9. **Principal** means any person, Company, firm, public, local or statutory authority for whom the **Insured** is carrying out work under contract or agreement.
10. **Product** means any commodity, article, thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured, constructed, erected, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied or

distributed by or on behalf of the **Insured** in the course of the **Business** and not in the custody or control of the **Insured**.

11. **Nuisance** means, trespass or interference with any easement, right of air, light, water or way.

12. **Vehicle / Vehicles** shall mean any mechanically propelled **Vehicle / Vehicles** or any trailer including its accessories and spare parts whilst on or temporarily detached thereon.

General Conditions

General Policy Conditions applicable to all Sections

1. Cancellation

The policy may be cancelled at the policyholder's request by giving us 7 days' notice in writing and subject to the following:

- Cancellation will take effect from the date we receive the instruction in writing
- A pro-rata return of premium can be allowed where the following conditions are met:
 1. The policy has been active for at least 12 months
 2. There are no claims (reported or pending) within the current policy period

The **Insurers** may cancel this Policy at any time by giving 10 days notice by registered letter to the last known address of the **Insured**

- **Insured** shall be entitled to the return of a proportionate part of the Premium (provided the premium has been paid to the **Insurers**) in respect of the unexpired **Period of Insurance**.
- No refund any of the Premiums if the Contract of Insurance has been cancelled following reported or pending claim.

2. Alteration

This Policy shall be avoided with respect to any item thereof in regard to which there is any alteration after the commencement of this insurance:

- a. by removal or
- b. by Buildings becoming vacant or becoming unoccupied or
- c. which increase the risk of loss or damage or **Bodily Injury** or
- d. whereby the interest of the **Insured** ceases except by will or operation of law or
- e. whereby the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued.

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance the **Insured** shall give immediate notice in writing to the **Insurers**.

3. Reasonable Precautions

The **Insured** shall take all reasonable precautions for the safety of the property hereby **Insured** and shall exercise reasonable care that only competent **Employees** are employed and shall take all reasonable steps to prevent accidents, loss or damage to property **Insured** and to comply with all statutory and other obligations and regulations imposed by any competent Authority and shall maintain all premises, ways, works, machinery and plant in sound condition. In the event of the discovery of any defect or danger the **Insured** shall immediately cause such defect or danger to be

made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

4. Due Observance

The obligation of the **Insurers** to make any payment under this Policy is conditional upon:

- a. the answers in any proposal and declaration for this insurance being true and complete to the best of the knowledge and belief of the **Insured** and such proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein
- b. the **Insured** or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply.

5. Non-Disclosure

This insurance will be voidable if there has been misrepresentation, misdescription or non-disclosure of any material fact.

6. Other Insurances

If at the time of any loss or damage or liability arising under this Policy there shall be any other insurance covering such loss or damage or liability or any part thereof the **Insurers** shall be liable for no more than their rateable proportion thereof and if such other insurance on any of the property hereby **Insured** either alone or together with any other property be subject to any Condition of Average the insurance of such property under this Policy, if not already subject to any Condition of Average shall be subject to such Condition of Average in like manner.

If any other insurance effected by or on behalf of the **Insured** is expressed to cover any of the property hereby **Insured** but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in full or in part or from contributing rateably towards the loss or damage the liability of the **Insurers** shall be limited to such proportion of the loss or damage as the sum hereby **Insured** bears to the value of the property.

7. Premium Adjustment

If any part of the premium is calculated on the estimates furnished by the **Insured** the **Insured** shall:

- a. keep an accurate record containing all particulars relating to such estimates,
- b. if requested allow the **Insurers** to inspect such record,
- c. within thirty days of the expiry of each **Period of Insurance** supply the **Insurers** with a correct declaration of such particulars and information as the **Insurers** may require in respect of the preceding **Period of Insurance** duly certified by the **Insured's** external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the **Insurers** or by a refund by the **Insurers**, as the case may be subject to the retention by the **Insurers** of any minimum premium as stated in the Policy or endorsed thereon.

8. Subrogation

Any claimant under this Policy shall at the request and at the expense of the **Insurers** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurers** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Insurers** shall be or would become entitled

or subrogated upon it paying for or making good any destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after his/her indemnification by the **Insurers**.

9. Arbitration

Any dispute between the **Insured** and the **Insurers** regarding the **Insurers** liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the **Insured** and the **Insurers** in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and not recoverable thereafter.

10. Fraudulent Claims

If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the **Insured** or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the wilful act or with the connivance of the **Insured** all benefit under this Policy shall be forfeited.

11. Suspension of Cover

The **Insurers** may at any reasonable time inspect any property and in the event of any defect or danger being apparent the **Insurers** may give written notice to the **Insured** when all liability of the **Insurers** arising from such defect or danger shall be suspended until such time as the defect has been rectified or the danger removed and the **Insurers** have advised the reinstatement of cover by written notice.

Claims Conditions

(Applicable to all Sections)

Action by Insured

1. On the discovery of any circumstance or event which may give rise to a claim under this Policy it is a condition precedent to liability that the **Insured** shall:
 - a. give immediate notice in writing to the **Insurers** or to its Insurance Broker
 - b. give immediate notice to the Garda Siochana in respect of :
 - i. loss or damage by stealing or any attempt thereat
 - ii. loss of Money by any cause whatsoever
 - iii. loss or damage by Riot, Civil Commotion or Malicious Persons
 - c. make no admission of liability, negotiate, pay, settle or repudiate any claim or incur any expense without the **Insurers** written consent
 - d. carry out no alteration or repair as far as practicable until the **Insurers** have had an opportunity of investigating
 - e. inform the **Insurers** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to the **Insurers** immediately every relevant document
 - f. take all reasonable action to minimize or check any interruption of or interference with the **Business**
 - g. produce to the **Insurers** such books of account or other **Business** books or documents or such other proofs as may reasonably be required by the **Insurers** for investigating or verifying the claim

- h. in respect of loss or damage to the property **Insured** deliver to the **Insurers** at his/her own expense a claim in writing with such detailed particulars, receipts and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within -
 - i. 30 days of the expiry of the Indemnity Period – Section 2 (**Business** Interruption)
 - ii. 30 days of the event – All other claims or such further time as the **Insurers** may in writing allow
- i. forward to the **Insurers**, immediately on receipt, any letter, claim, writ, summons or other document (which must remain unanswered) received by you in connection with such event.

Insurers Rights

Control of Claims

The **Insurers** shall be entitled

- a. on the happening of loss or damage to the property **Insured** to enter, take and keep possession of any building where loss or damage has happened and to take and keep possession of the property **Insured** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the **Insurers** to rely on any conditions of this Policy and this Policy shall be proof of leave and license for such purpose
- b. at its discretion to take over and conduct in the name of the **Insured** the defense or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons and the **Insured** shall give all information and assistance required
- c. to any property for the loss of which a claim is paid hereunder and the **Insured** shall execute all such assignments and assurances of such property as may be reasonably required but the **Insured** shall not be entitled to abandon any property to the **Insurers**
- d. at any time at its sole discretion pay to the **Insured** the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims.

How to Deal with a Claim

These Notes are NOT part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your broker immediately. Prompt notification by you or your insurance broker, to us, of all losses and injuries which might result in a claim is important.

Glass Breakage

If the damage occurs when your premises are closed the Garda Siochana may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your broker.

Other Damage Notification

Please write to your broker immediately giving as much detail as you can. If the property has been stolen, mislaid or damaged by thieves inform the Gardai immediately.

Repairs / Replacements

Estimates should be forwarded as soon as possible to your broker but if these cannot be sent within thirty days of the loss or damage let them know the position.

Other Action

Do what you can to prevent further loss or damage and minimize any interruption to your **Business**.

Notification of Injury

Where an **Employee** has been injured or a member of the public has been injured and/or his/her property has been damaged, please write to your broker immediately, giving as much detail as you can.

Admission of Liability / Preservation of Salvage

The law of liability is complex so do not admit liability even if you think you may be to blame. Leave it to us to sort this out later. Any broken plant or equipment involved in the accident should be retained in a safe place.

Claim Forms

Whenever a claim form is sent to you by ARB Underwriting Limited in response to your notification of loss, damage or injury please complete and return it to your broker or ARB Underwriting Limited as soon as possible.

General Exclusions

(Applicable to all Sections of your Motor Trade Internal Risks Policy)

This Policy does not cover

1. Radioactive Contamination
 - a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
 - b. any legal liability of whatsoever nature
 - c. any **Bodily Injury** directly or indirectly caused by or contributed to by or arising from
 - i. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or nuclear component thereof
 - iii. any weapon or device employing atomic or nuclear fission and/ or fusion or other like reaction or radioactive force or matter
 - iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
 - v. The exclusion in this sub-clause does not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
2. Consequential Loss
Consequential Loss unless otherwise specifically stated in the attached Schedule.

3. War and Kindred Risks

any 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.

4. Sonic Bangs

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

5. Terrorism Exclusion

any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause contributing concurrently or in any other sequence to the loss. For the purpose of this Exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organization, committed for political or other purposes including the intention to influence any government and/ or to put the public or any section of the public in fear.

This Exclusion 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 the **Insurers** maintain 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 the **Insured**.

6. Pollution (applicable to Sections 1 and 2)

any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils:

- Fire, Lighting, Explosion, Impact of Aircraft
- **Vehicle** Impact, Sonic Boom
- Accidental escape of water from any tank apparatus or pipe
- Riot, Civil Commotion, Malicious Damage
- Storm, Hail
- Flood, Inundation
- Earthquake
- Landslide, Subsidence
- Pressure of Snow, Avalanche
- Volcanic Eruption

7. Changes in Water Table Levels (applicable to Sections 1 and 2)

Damage or consequential loss attributable solely to change in the water table level.

8. Date Recognition

There is no liability under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any:

- a. Electrical circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer data, processing equipment, telecommunication equipment or system or any similar device
- b. Media or systems used in connection with any of the foregoing whether the property of the **Insured** or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date including without limitation the failure or inability to recognise, capture, save, retain or restore and/or correct to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
 - i. recognising, using or adopting any data day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
 - ii. the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

9. Exception to Date Recognition Exclusion

Provided always that this Exclusion shall not apply to any claim otherwise indemnifiable under this Policy subject to all its terms and provisions comprising of

- a. Subsequent damage to or loss or destruction of property owned by, in the possession of or held in trust by the **Insured** and/or the **Insured's** consequential loss arising from loss or destruction of or damage to any property if directly caused by:
Fire, lightning, explosion, aircraft and other aerial devices dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road **Vehicle** or animal or stealing only where these covers are provided by the Policy
The forgoing Exemption to this Date Recognition Exclusion will not apply to any claim arising from any legal liability, legal cost or expense of the **Insured**
- b. Any claim otherwise indemnifiable under this Policy subject to all terms and provisions arising under insurance in respect of Employers Liability.

10. Confiscation

Damage occasioned by nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority.

This Policy does not cover losses arising directly or indirectly from:

11. Cyber Risk

The loss of, alteration of or damage to or

- a. a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment that results from the malicious or
- b. Negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan horse.

The Insurers shall have no liability under this Policy to provide any indemnity or benefit in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly from:

12. Fungus Mould and Mildew

- a. arising out of, resulting from, caused by, contributed to by or in any way related to any fungus of any kind whatsoever including but not limited to mildew, mould, spore(s) or allergens or
- b. any costs or expenses associated in any way with the abatement mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever including but not limited to mildew, mould, spore(s) or allergens or
- c. any obligation or duty to defend any actions on account of **Bodily Injury**, damage, personal or advertising injury or medical payments arising out of, resulting from or in any way related to any fungus of any kind whatsoever including but not limited to mildew, mould, spore(s) or allergens. Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens and whenever or wherever occurring.

For the purpose of this exclusion “**Bodily Injury**” shall also include mental anguish, mental injury and/or emotional distress.

The Insurers will not indemnify the Insured in respect of any liability:

13. arising from any judgment, award or settlement made within countries, states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.
14. Assumed by the **Insured** under any contract or agreement unless such liability would have attached to the **Insured** in the absence of such contract or agreement.
15. in respect of claims for or arising from nervous shock, mental anguish or illness, stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from a physical injury.
16. Arising directly or indirectly from Sunbeds.
17. Which arises out of or is contributed to directly or indirectly by exposure to Electro Magnetic Fields or Radiation.

Section 1 – Material Damage

(Applicable only if specified in the Schedule)

Insuring Clause

The **Insurers** agree that if any of the Property **Insured** described in the Schedule be lost, destroyed or damaged by any of the Contingencies in force as specified in the Schedule the **Insurers** will pay to the **Insured** the value of the property at the time of its loss or destruction or the amount of the damage or at the **Insurers’** option reinstate or replace such property or any part of it.

Definitions

- A. The property **Insured** under the respective column headings in the Schedule is as follows:
 1. Buildings situate at the Premises described in the Schedule
 - a. The term “Buildings” includes:
 - i. landlord’s fixtures and fittings
 - ii. outbuildings
 - iii. walls, gates and fences

- iv. piping, ducting, cables, wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the **Insured's** responsibility
 - v. yards, car-parks, roads and pavements.
2. Contents therein and thereon the property of the **Insured** or held by them in trust for which they are responsible
- i. The term "Contents" includes:
 - ii. tenants' improvements, alterations and decorations
 - iii. so far as they are not otherwise **Insured Employees'**, directors and visitors' personal effects of every description (other than motor **Vehicles**) for an amount not exceeding €650 in respect of any one person
 - iv. contents of outbuildings
 - v. money, cheques, stamps, bonds, credit cards or securities of any description but only in respect of loss destruction or damage under Contingencies A-L for an amount not exceeding €3,300
 - vi. documents, manuscripts and **Business** books but only for the cost of the materials and of clerical labour expended in reproducing such records
 - vii. Computer systems records but only for an amount not exceeding €6,350 in respect of the cost of the materials and or clerical labour and computer time expended in reproducing such records.
 - b. The term "Contents" excludes:
 - i. landlord's fixtures and fittings
 - ii. stock and materials in trade
 - iii. money, cheques, stamps, bonds, credit cards or securities of any description in respect of loss, destruction or damage under Contingency M
 - iv. any expense in connection with the **Production** of information to be recorded in documents, manuscripts, **Business** books or computer systems records
 - v. any amount exceeding €3,300 in respect of any one pattern, model, mould, plan or design or set of same
 - vi. **Vehicles** licensed for road use including accessories thereon
 - vii. Jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books unless specifically included.
3. Stock and Materials in Trade therein and thereon the property of the **Insured** or held by them in trust for which they are responsible.
4. Miscellaneous Property as described in the Schedule.
- B. The word "DAMAGE" in capital letters shall mean loss or destruction of or damage to the Property **Insured**.
- C. The words "DEFINED CONTINGENCY" shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped there from, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road **Vehicle** or animal.
- D. Forecourt: An area in the immediate vicinity of the **Insured's** premises which is incapable of being physically locked.

- E. Compound: An area in the immediate vicinity of the **Insured's** premises, where its perimeter is completely closed by wall, gates or fences at least 2 metres in height.

Limits of Liability

The liability of the **Insurers** under Contingencies A-M shall not exceed in respect of:

- i. any one item – the Sum **Insured** as itemised under Section 1 Material Damage
- ii. all loss or damage during any one **Period of Insurance** – the Total Sum **Insured** as stated in Section 1 Material Damage of the Schedule.

Contingencies

- A. FIRE but excluding DAMAGE caused by:
 - a. explosion resulting from fire
 - b. earthquake or subterranean fire
 - i. its own spontaneous fermentation or heating or
 - ii. Its undergoing any heating process involving the application of heat.
- B. LIGHTNING
- C. EXPLOSION
 - i. of boilers
 - ii. of gas used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire
 - iii. otherwise but excluding DAMAGE caused by or consisting of the bursting of a boiler, economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**.
- D. AIRCRAFT or other aerial devices or articles dropped therefrom.
- E. EARTHQUAKE
- F. RIOT, CIVIL COMMOTION, STRIKERS, LOCKED-OUT WORKERS or persons taking part in labour disturbances or MALICIOUS PERSONS excluding:
 - a. DAMAGE arising from cessation of work
 - b. as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - i. DAMAGE by stealing
 - ii. DAMAGE in respect of any building which is empty or not in use
 - c. DAMAGE arising from confiscation, requisition or destruction by order of the government or any public authority.
- G. SUBTERRANEAN FIRE
- H. STORM OR FLOOD excluding:
 - a. DAMAGE attributable solely to change in the water table level
 - b. DAMAGE by frost, subsidence, ground heave or landslip
 - c. DAMAGE in respect of moveable property in the open fences and gates.
- I. ESCAPE OF WATER FROM ANY TANK, APPARATUS OR PIPE excluding:
 - a. DAMAGE by water discharge or leaking from any automatic sprinkler installation
 - b. DAMAGE in respect of any building which is empty or not in use.
- J. IMPACT by any road **Vehicle** or animal not belonging to or under the control of the **Insured** or any occupier of the premises or their respective **Employees**.
- K. ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION in the premises not caused by:
 - a. freezing whilst the building in so far as it is in the **Insured's** ownership or tenancy is empty or not in use

- b. explosion, earthquake, subterranean fire or heat caused by fire.
- L. ANY ACCIDENTAL CAUSE (ALL RISKS) excluding
 - a. DAMAGE caused by or consisting of:
 - i. inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - ii. faulty or defective workmanship, operational error or omission on the part of the **Insured** or any of their **Employees**
 - iii. the bursting of boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**
 - iv. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded.
 - b. DAMAGE caused by or consisting of:
 - i. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - ii. change in temperature, colour, flavour, texture or finish
 - iii. stealing or attempted stealing
 - c. DAMAGE consisting of:
 - i. joint leakage, failure of welds, cracking, fracture, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
 - ii. mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude:
 - a. such DAMAGE not otherwise excluded which itself results from a DEFINED CONTINGENCY or from any other accidental loss, destruction or damage
 - b. Subsequent DAMAGE which itself results from a cause not otherwise excluded.
 - d. DAMAGE caused by or consisting of:
 - i. subsidence, ground heave or landslide unless resulting from fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
 - ii. normal settlement or bedding down of new structures
 - iii. acts of fraud or dishonesty
 - iv. Disappearance, unexplained or inventory shortage misfiling or misplacing of information.
 - e. Destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a DEFINED CONTINGENCY in so far as is not otherwise excluded.
 - f. DAMAGE in respect of moveable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.
 - g. DAMAGE
 - i. caused by fire resulting from its undergoing any heating process or any process involving the application of heat (other than by fire or explosion)
 - ii. Resulting from its undergoing any process of **Production**, packing, treatment, testing, commissioning or service or repair.
 - h. DAMAGE
 - i. caused by freezing
 - ii. caused by escape of water from any tank, apparatus or pipe
 - iii. caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organization
 - iv. in respect of any building which is empty or not in use

- v. caused by cigar, cigarette or match burns or spillage of drinks.
 - i. DAMAGE in respect of:
 - i. property in transit
 - ii. fixed glass
 - iii. glass (other than fixed glass), china, earthenware, marble, or other fragile or brittle objects
 - iv. computers or data processing equipment other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as is not otherwise excluded.
 - j. DAMAGE in respect of money, cheques, stamps, bonds, credit cards or securities of any description other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded for an amount not exceeding €3,300.
 - k. DAMAGE in respect of:
 - i. **Vehicles** licensed for road use (including accessories thereon), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - ii. property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
 - iii. land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - iv. livestock, growing crops or trees
 - v. jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books unless specially mentioned as **Insured** in this Section.
 - l. property which at the time of the happening of DAMAGE is **Insured** by or would but for the existence of this Policy be **Insured** by any marine Policy or Policies except in respect of any **Excess** beyond the amount which would have been payable under the marine Policy or Policies had this insurance not been effected.
 - m. any property more specifically **Insured** by or on behalf of the **Insured**.
- M. STEALING OR ATTEMPTED STEALING involving:
- a. entry into or exit from the Building(s) by forcible and violent means or
 - b. assault or violence or threat thereof to the **Insured** or any **Employee** of the **Insured**

Including DAMAGE to the Building(s) falling to be borne by the **Insured** consequent upon such Stealing or attempt thereat

Excluding:

- i. DAMAGE to money, securities, coins, stamps, jewellery, watches, furs, precious metals, precious stones or articles composed of any of them, curios, sculptures, rare books, paintings or works of art
- ii. DAMAGE to stained or plate glass or any decoration or lettering thereon
- iii. DAMAGE occasioned by or through any person lawfully on the premises or caused by or with the connivance of any member of the **Insured's** household or any **Employee** of the **Insured**
- iv. DAMAGE caused by fire or explosion however caused
- v. DAMAGE to property in any garden, yard or open space or any stable, garage, outbuilding or other building not communicating with the main premises unless specially mentioned.

Replacement of Locks

This Policy Section extends to indemnify the **Insured** in respect of costs necessarily incurred in replacing locks and /or locks mechanisms relative to the security of the premises resulting from the

theft of the **Insured's** keys from the premises or from the homes of the **Insured's** authorised keyholders.

Provided that:

- a. There are visible signs of forcible entry into or exit from such premises and
- b. The replacement locks are of similar quality to those changed and
- c. The maximum liability under this extension shall not exceed e650 in any one **Period of Insurance**.

N. ACCIDENTAL BREAKAGE OF GLASS AND SIGNS

In the event of breakage of Glass or Sanitary ware for which the **Insured** is responsible at the Premises the **Insurers** will replace such property or at its option pay to the **Insured** the cost of replacement.

The **Insurers** shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass the **Insurers** will in addition pay for any boarding up costs reasonably incurred.

Definitions

- Glass
All fixed glass (including signs shelves showcases and mirrors).
- Sanitary ware
Fixed baths, wash basins, pedestals, bidets, shower trays, sinks, lavatory pans and cisterns.
- Premises
Any Premises at which property is stated to be **Insured** in Section 1 of the Schedule.
- Extensions
The **Insurers** will in addition pay for any costs reasonably incurred in respect of:
 1. damage to frames or framework following breakage of Glass
 2. the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
 3. the cost of replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on Glass following breakage of Glass
 4. accidental damage to goods incidental to the **Insureds Business** caused by breakage of Glass in display windows provided that the liability of the **Insurers** under any or all of the Extensions shall not exceed €500 for any one incident.

Exceptions

This Contingency does not cover breakage:

1. due to dilapidation of frames or framework
2. caused by workmen altering or repairing the Premises
3. in transit or while being fitted
4. of any item flawed or broken at the commencement of this insurance
5. of Glass in light fittings
6. of Glass in greenhouses or conservatories
7. of Glass in Buildings which are empty or not in use

8. by or arising out of fire, lightning or explosion or preventative or salvage operations consequent thereon.

Further in respect of Signs this contingency does not cover:

- a. loss or damage occasioned by or happening through repair, removal or erection, wear and tear, depreciation or deterioration
- b. loss of or damage to any part caused by mechanical or electrical defect
- c. damage to tubes unless the Glass is fractured.

Limits of Liability

The liability of the **Insurers** under this Extension during any one **Period of Insurance** shall not exceed the Sum **Insured** stated in the Schedule of the Policy.

O. SUBSIDENCE PERIL

Subsidence or ground heave of any part of this site on which the Property stands or Landslip excluding;

1. Damage caused by settlement or movement of made up ground or by coastal or riverbank erosion
2. Damage occurring while the buildings or any part thereof is in the course of erection, structural alteration or repair or demolition
3. Damage caused by normal settlement or bedding down of structures within two years of completion or during contract maintenance period whichever is longer
4. The first €1,500 of each and every claim

Special Clauses Conditions and Extensions Applicable to Section 1

1. THE CONDITION OF AVERAGE

The Sums **Insured** by each item of this Section (other than Contingency N) relating to property are declared to be subject to Average. Whenever a Sum **Insured** is declared to be subject to Average if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such Sum **Insured** the amount payable by the **Insurers** in respect of such DAMAGE shall be proportionately reduced.

2. PROFESSIONAL FEES

The Insurance by each item of this Section of the Policy on Buildings and Contents includes an amount in respect of Architects', Surveyors' and Consulting Engineers' Fees necessarily and reasonably incurred in the reinstatement of the property **Insured** consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such destruction or damage and fees shall not exceed in the aggregate the Sum **Insured** by each item.

3. AUTOMATIC COVER

The Insurance by this Section shall subject to its terms and conditions extend to cover:

- a. any newly acquired and/or newly erected Buildings and Contents in-so-far as the same are not otherwise **Insured** and
- b. alterations, additions and improvements to Buildings and Contents but not in respect of any appreciation in value anywhere in the Republic of Ireland Northern Ireland and Great Britain provided that –

- i. at any one situation this cover shall not exceed 10 per cent of the Total Sum **Insured** on such property hereby or €320,000 whichever is less
- ii. the **Insured** undertakes to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof the Policy to be endorsed accordingly from the date of commencement of the **Insurers** liability
- iii. the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

4. CHANGE OF TEMPERATURE

Notwithstanding anything to the contrary in this Policy or in any of its Conditions this Section covers destruction of or damage to the property thereby **Insured** which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire, Lightning and Explosion as defined herein or any other contingency **Insured** hereby subject to the terms limitations and conditions of the Policy.

5. CONTRACT PRICE

In respect only of goods sold but not delivered for which the **Insured** is responsible subject to a sale contract which following DAMAGE is cancelled by reason of its conditions wholly or to the extent of the DAMAGE the liability of the **Insurers** shall be based on the contract price.

For the purpose of this insurance the value of all goods to which this clause could apply in the event of DAMAGE shall also be similarly ascertained on this basis.

6. CONTRACTING PURCHASER'S INTEREST

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

7. CONSTRUCTION AND HEATING OF BUILDINGS

Unless otherwise agreed by the **Insurers** it is understood that the Buildings are constructed of brick stone or concrete and roofed with slates, tiles, concrete, metal or asbestos and not artificially heated other than by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open or fixed overhead gas or electric appliances.

8. CUSTOMERS' GOODS

In so far as such property is not otherwise **Insured** the insurance by this Policy extends to cover goods of the Customers of the **Insured** for which the **Insured** have made themselves responsible even though such goods shall have been bought and paid for.

9. DESIGNATION

For the purpose of determining where necessary the heading under which any property is **Insured** the **Insurers** agree to accept the designation under which such property has been entered in the **Insured's** books.

10. ELECTRICAL PLANT

If any electrical plant or fittings shall be damaged or destroyed by fire occasioned by self-ignition overrunning, **Excessive** pressure, short circuiting, self-heating or leakage of electricity the **Insurers** shall not be liable for damage or destruction in respect of the particular piece of plant or fitting in which the fire originated but shall be liable for damage or destruction in respect of any other plant or fitting caused by fire spreading from the original fire.

11. EXCESS (INSURED'S CONTRIBUTION) CLAUSE

The **Insurers** shall not be liable for the first e500 of each and every loss as ascertained, after the application of all other terms and conditions of this Section including any Condition of Average (underinsurance), in respect of Contingencies A-N inclusive.

12. FIRE BRIGADE CHARGES

The **Insurers** will indemnify the **Insured** in respect of such Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under this Section of the Policy. The **Insurers** liability in respect of these charges shall not exceed the amount stated in the Policy Schedule

13. EXPLOSION

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

14. INTRUDER ALARMS

It is a condition precedent to the **Insurers** liability for DAMAGE that in respect of any Intruder Alarm System installed at the Premises

- a. maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the **Insurers**
- b. the Premises are not left unattended unless:
 - i. the Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm is connected has acknowledged the setting signal and
 - ii. as far as the **Insured** or their representative is aware the Intruder Alarm System is in full and efficient working order
- c. the agreement of the **Insurers** is obtained in writing before replacing, extending or otherwise altering the Intruder Alarm System
- d. the **Insurers** are notified immediately and in writing if the **Insured** receive written notification from the Garda Siochana or any other Police Authority that they may be withdrawing response to alarm calls

For the purpose of this Condition Intruder Alarm System shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises.

15. INTERNAL TRANSFERS

The Insurance in respect of Stock and Materials and Contents applies to property as therein defined transferred between Premises **Insured** by this Section including transit by road, rail or inland

waterway between such Premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred or in the aggregate 10 per cent of the Sum **Insured** by Items under Contents and Stock hereof or €33,000 whichever is the less in respect of any such transfers at any one time.

16. MORTGAGES

The act or neglect of any Mortgagor or occupier of any Building hereby **Insured** whereby the risk of DAMAGE is increased without the authority or knowledge of any Mortgagee shall not prejudice the interest of the latter party (parties) in this insurance provided they shall notify the **Insurers** immediately on becoming aware of such increased risk and pay additional premium if required.

17. MOTOR VEHICLES

Permission is given for Motor **Vehicles** in connection with the **Insured's Business** to be housed as required in any of the within described Buildings. Motor **Vehicles** and their contents more specifically **Insured** are excluded from the insurance by this Section except in respect of any amount over and above that recoverable under such specific insurance.

18. NON-INVALIDATION CLAUSE

This Insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of DAMAGE is increased, unknown to or beyond the control of the **Insured** providing that the **Insured** immediately they become aware thereof shall give notice to the **Insurers** and pay an additional premium if required.

19. NOTICE OF UNOCCUPANCY

Notice in writing to be given to the **Insurers** when any empty or disused Buildings or portions of Buildings are again occupied and an additional premium paid if required.

20. PUBLIC AUTHORITIES' CLAUSE

Subject to the following special conditions the insurance by items under Buildings and Contents extends to include such additional cost of reinstatement of the lost, destroyed or damaged property thereby **Insured** as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas/Parliament or with Bye-Laws of any Public Authority excluding

- a. the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
 - i. in respect of DAMAGE occurring prior to the granting of this extension
 - ii. in respect of loss destruction or damage not **Insured** by the Policy
 - iii. under which notice has been served upon the **Insured** or any leasee, tenant or sub-tenant prior to the happening of the DAMAGE
 - iv. in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged
- b. the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any other aforesaid Regulations or Bye-Laws not arisen
- c. the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

SPECIAL CONDITIONS

1. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as the **Insurers** may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the **Insurers** under this extension not being thereby increased.
2. If the liability of the **Insurers** under any item of the Policy apart from this Extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the **Insurers** 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 shall not exceed its Sum **Insured**.
4. All the terms and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

21. SECURITY

It is a condition precedent to the **Insurers** liability for DAMAGE that whenever the Premises are left without a responsible adult therein:

- a. all locks, bolts and other protective devices are in full operation
- b. all keys (including those relating to any part of the Intruder Alarm System) are
 - i. removed from the Premises or
 - ii. placed within a locked safe or strong room the keys to which are themselves removed from the Premises
- c. all combination numbers of safes must be held in the custody of the **Insured** or an authorised **Employee** and must be removed from the Premises.

22. RE-ERECTION OF PLANT AND MACHINERY

The insurance by items covering Machinery and Plant includes the cost of re-erecting, fitting and fixing machinery and plant consequent upon destruction or damage by any of the Contingencies hereby **Insured** against.

23. REINSTATEMENT MEMORANDUM

Subject to the following special conditions the basis upon which the amount payable in respect of property **Insured** by items under Buildings and Contents 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 provided the liability of the **Insurers** is not increased may be carried out
 - i. in any manner suitable to the requirements of the **Insured**
 - ii. upon another site
- b. in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

SPECIAL CONDITIONS

1. The liability of the **Insurers** 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.

2. If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum **Insured** at the commencement of any DAMAGE the liability of the **Insurers** shall not exceed that proportion of the amount of the DAMAGE which the said Sum **Insured** shall bear to the sum representing the total cost of reinstating the whole of such property at that time.
3. No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - a. unless reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of reinstatement shall have been actually incurred
 - c. if the property **Insured** at the time of its loss, destruction or damage shall be **Insured** by any other insurance effected by or on behalf of the **Insured** which is not upon the same basis of reinstatement.
4. All the terms and conditions of the Policy shall apply:
 - a. in respect of any claim payable under the provisions of this memorandum except in so
 - b. where claims are payable as if this memorandum had not been incorporated.

24. REINSTATEMENT OF THE AMOUNT OF ANY LOSS

In consideration of the Insurance by any item hereof not being reduced by the amount of any loss the **Insured** undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the **Period of Insurance**.

25. REMOVAL OF DEBRIS

It is understood that the insurance of this Section extends to include costs and expenses necessarily incurred by the **Insured** with the consent of the **Insurers** 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 fire or by any other Contingency hereby **Insured** against.

The liability of the **Insurers** under this clause and the Section in respect of any item shall

1. in no case exceed the Sum **Insured** thereby
2. in respect of stock, be limited to 10% of the respective stock Sum **Insured** or €33,000 whichever is the lesser.

The **Insurers** will not pay for any costs or expenses:

- i. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- ii. arising from pollution or contamination of property not **Insured** by this Policy.

26. RENT

Any insurance on rent applies only if the said Buildings or any part thereof are unfit for occupation in consequence of their destruction or damage and then the amount payable shall not exceed such proportion of the Sum **Insured** on rent as the period necessary for reinstatement bears to the term of rent **Insured**

WARRANTIES APPLICABLE IN THE ABSENCE OF ANY MORE SPECIFIC WARRANTIES STATED IN THE SCHEDULE

27.

1. The maximum number of machines for woodworking by power not to exceed the numbers allowed as indicated in the Policy Schedule (or any endorsement on the Policy) in any Building referred to (NB – notwithstanding the aforesaid the use of portable handheld tools is allowed)
2. No painting or other surface treatments involving the use of highly flammable liquids other than in accordance with the recommendations agreed between the **Insured** and the **Insurers** in connection with Spraying and other Painting Processes involving the use of Highly Flammable Liquids
3. All trade waste to be removed outside the Buildings daily.
4. Any firebreak doors or shutters must be kept closed except during working hours and be maintained in efficient working manner.
5. No oils, spirits or grease, for lubricating or cleaning purposes, beyond what is required for one days use to be stored or deposited. N.B. – 25 litres of oil, 1 litre of spirits and 3 kilograms of grease allowed.

28. SPONTANEOUS COMBUSTION

Notwithstanding anything contained to the contrary in the Contingencies **Insured** under this Section the insurance by this Section extends to cover destruction or damage by fire only of or to coal, coke and wood caused by its own spontaneous fermentation, heating or combustion.

29. SUBROGATION WAIVER

In the event of a claim arising under this Section the **Insurers** agree to waive any rights, remedies or relief to which they may become entitled by subrogation rights against

- a. Any **Insurers** standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the **Insured** as defined in Section 155 of the Companies Act 1963
- b. Any **Insurers** which are a Subsidiary of a Parent Company of which the **Insured** are themselves a subsidiary in each case within the meaning of Section 155 of the Companies Act 1963.

30. TEMPORARY REMOVAL CLAUSE

1. The property **Insured** by this Policy (other than stock if **Insured**) is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes elsewhere and in transit thereto and therefrom all in the Republic of Ireland, Great Britain and Northern Ireland.
2. The liability of the **Insurers** under this extension in respect of each item of the Policy for any DAMAGE occurring elsewhere than at the within mentioned Premises shall not exceed 10% of the Sum **Insured** by the item.
3. This extension does not apply to property in so far as it is otherwise **Insured** nor as regards loss occurring elsewhere than at the Premises from which the property is temporarily removed to motor **Vehicles** and motor chassis licensed for normal road use.

31. TEMPORARY REMOVAL (DOCUMENTS)

The insurance of deeds and other documents (including stamps thereon), manuscripts, plans and writings of every description and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in

the **Insured's** occupation and in transit all in the Republic of Ireland, Great Britain and Northern Ireland.

This extension does not apply to:

- a. computer systems records
- b. property in so far as it is otherwise **Insured**.

32. TEMPORARY REMOVAL (COMPUTER SYSTEMS RECORDS)

The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon whilst temporarily removed to any premises not in the **Insured's** occupation and in transit all in the Republic of Ireland, Great Britain and Northern Ireland.

This extension does not apply to property in so far as it is otherwise **Insured**.

33. WORKMEN

Workmen are allowed on the within mentioned Premises for the purposes of making minor structural and other alterations up to a contract value of €25,000 from time to time without prejudice to this insurance.

34. WARRANTIES

Every warranty to which the Property **Insured** or any item thereof is, or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Section, and non-compliance with any such warranty, whether it increases the risk or not shall be a bar to any claim in respect of such Property **Insured** or item, provided that whenever this Section is renewed a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

35. CLEARING DRAINS

The Insurance by Column 1 extends to cover expenses necessarily incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like on the Premises for which the **Insured** is responsible in consequence of Fire or other Contingencies hereby **Insured** against.

36. TRACE AND ACCESS

In the event of damage by Contingency I (Escape of water), the insurance by this section extends to include costs necessarily and reasonably incurred in locating the source of the damage to effect repairs and the costs of making good. Limit €25,000 for any one claim

Section 2 - Business Interruption (Applicable only if specified in the Schedule)

Insuring Clause

This cover is applicable to the **Insured's** **Business** and Premises specified in the Schedule In the event of the **Business** carried on by the **Insured** at the Premises being interrupted or interfered with as a consequence of DAMAGE (being loss or destruction of or damage to property used by the **Insured** at the Premises for the purpose of the **Business**) by any of the Contingencies A-L specified as being

Insured in Section 1 then the **Insurers** will pay to the **Insured** in respect of each item shown as **Insured** in the Schedule the amount of loss resulting from such interruption or interference provided that the liability of the **Insurers** shall not exceed

- i. in respect of Increase in Cost of Working/Gross Profit/Rent Receivable the sum **Insured** by each item
- ii. 133 1/3% of the Sum **Insured** on Estimated Gross Profit
- iii. in respect of each other item its sum **Insured** as stated in the Schedule at the time of the DAMAGE.

In respect of Increase in Cost of Working

The amount payable as indemnity in respect of Increase in Cost of Working shall be the additional expenditure necessarily and reasonably incurred during the Indemnity Period in respect of fitting up of temporary premises, removal costs and expenses incidental thereto including increased rent, lighting and heating charges and other similar expenses.

Inner limit of liability:

In the first 3 months of the Indemnity Period up to 50% of the Sum **Insured**.

In respect of Gross Profit

The Insurance under this item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b)

Increase in Cost of Working and the amount payable as indemnity shall be

- a. In respect of Reduction in Turnover
the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Turnover
- b. In respect of Increase in Cost of Working
The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

Less any sum saved during the Indemnity Period in respect of any expenses of the **Business** payable out of Gross Profit which cease or reduce in consequence of the DAMAGE.

Underinsurance

If the Sum **Insured** on Gross Profit by this cover be less than the sum produced by applying the Rate on Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Turnover

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

Gross Profit

The amount by which:

- i. the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- ii. the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

Note: The amounts of the Opening and Closing Stocks and Work in Progress shall be arrived at in accordance with the **Insured's** normal accountancy methods due provision being made for depreciation.

Uninsured Working Expenses

Purchases (less discounts received) and discounts allowed.

Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the **Insured**.

Rate of Gross Profit

The Rate of Gross Profit earned on the Turnover during the Financial year immediately before the date of the DAMAGE

DAMAGE which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in other circumstances affecting the **Business** either before or after the DAMAGE or which would have affected the **Business** had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE

Annual Turnover -

The Turnover during the twelve months immediately before the date of the DAMAGE

Standard Turnover -

The Turnover during that period in the twelve months immediately before the date of the

In respect of Rent Receivable

The Insurance under this item is to reimburse the **Insured** in respect of (a) Loss of Rent Receivable and (b) Increase in Cost of Working and the amount payable as indemnity shall be

- a. In respect of loss of Rent Receivable
the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Rent Receivable
- b. In respect of Increase in Cost of Working
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the amount of the reduction in Rent Receivable thereby avoided less any sum saved during the Indemnity Period in respect of any expenses of the **Business** normally payable out of Rent Receivable which cease or reduce in consequence of the DAMAGE provided that if the Sum **Insured** under this item be less than the rent which but for the DAMAGE would have been receivable during the twelve months from the date of the DAMAGE, or proportionately increased if the Maximum Indemnity Period exceeds twelve months, the amount payable as indemnity hereunder shall be proportionately reduced.

Underinsurance

If the Sum **Insured** on Rent Receivable by this cover is less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Rent Receivable

The money paid or payable to the **Insured** for accommodation and services provided in course of the **Business** Premises.

Annual Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE

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

Standard Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period.

In Respect of Estimated Gross Profit

The Insurance by this item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity shall be:

a. In respect of Reduction in Turnover

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of DAMAGE fall short of the Standard Turnover

b. In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided less any sum saved during the Indemnity Period in respect of expenses of the **Business** payable out of Gross Profit which cease or reduce in consequence of the DAMAGE.

Turnover

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

Gross Profit

The amount by which:

1. the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
2. the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses

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

Estimated Gross Profit

The amount declared by the **Insured** to the **Insurers** representing not less than the Gross Profit which is anticipated will be earned by the **Business** during the financial year most nearly concurrent with the **Period of Insurance** (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

Uninsured Working Expenses

Purchases (less discounts received) and discounts allowed

Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the **Insured**.

Rate of Gross Profit

The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

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

Standard Turnover

The Turnover during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

Provisions applicable to all items unless otherwise stated

Definitions

Contingencies

1. Any loss, destruction or damage as **Insured** by the Material Damage Cover and which is specified under Contingencies A-L therein
2. Explosion of any boiler or economiser on the Premises
3. Any other Contingency specified and defined in Section 2 of the Schedule.

Indemnity Period

The Period beginning with the occurrence of the DAMAGE and ending not later than the Maximum Indemnity Period thereafter during which the results of the **Business** shall be affected in consequence of the DAMAGE.

Maximum Indemnity Period

As stated in the Schedule.

Premises

Any premises owned or occupied by the **Insured** at which property is stated to be **Insured** in Section 1 of the Policy.

Material Damage proviso

It is a condition precedent to liability under this Section that at the time of the happening of the DAMAGE there shall be in force an insurance covering the interest of the **Insured** in the property at the Premises against such DAMAGE and that payment shall have been made or liability admitted

therefore under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount.

Note 1: To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax all terms in this cover shall be exclusive of such tax.

Note 2: For the purposes of these definitions any adjustment implemented in current cost accounting shall be disregarded.

Special Conditions

1. Cover Avoided

This cover shall be avoided if the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless admitted by the **Insurers** in writing.

2. Premium Adjustment (Applicable to Items specified as insured in the Schedule)

The premium paid may be adjusted on receipt by the **Insurers** of a declaration of Gross Profit/Rent Receivable earned during the financial year most nearly concurrent with the **Period of Insurance** as reported by the **Insured's** auditors.

If any **DAMAGE** shall have occurred giving rise to a claim for loss of Gross Profit/Rent Receivable the above mentioned declaration shall be increased by the **Insurers** for the purpose of premium adjustment by the amount by which the Gross Profit/Rent Receivable was reduced during the financial year solely in consequence of the **DAMAGE**.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve months) is less than the Sum **Insured** on Gross Profit/Rent Receivable for the relative **Period of Insurance** the **Insurers** will either

- a. allow a pro-rata return of premium not exceeding 50% of the premium paid or
- b. if this cover is on a 75% provisional premium basis and the declaration
 - i. is less than 75% of the Sum **Insured** on Gross Profit/Rent Receivable for the relative period the **Insurers** will allow a pro rata return of premium not exceeding 33 1/3% of the provisional premium paid
 - ii. is greater than 75% of the Sum **Insured** on Gross Profit/Rent Receivable for the relative period the **Insured** shall pay a pro rata additional premium not exceeding 33 1/3% of the provisional premium paid to the **Insurers**.

In the event that no declaration is received within six months of the expiry of such **Period of Insurance** the balance of 25% shall be paid.

3. Premium Adjustment (Applicable to Items specified as insured in the Schedule)

The premium paid is provisional and is based on the Estimated Gross Profit for the financial year most nearly concurrent with the **Period of Insurance**. The **Insured** shall furnish to the **Insurers** not later than six months after the expiry of each **Period of Insurance** a declaration confirmed by the **Insured's** Auditors of the Gross Profit earned during the financial year most nearly concurrent with the **Period of Insurance**.

If any **DAMAGE** shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the **Insurers** for the purpose of premium adjustment by the

amount by which the Gross Profit was reduced during the financial year solely in consequence of the DAMAGE.

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

- a. less than the Estimated Gross Profit for the relative **Period of Insurance** the **Insurers** will allow a pro-rata return of the premium paid on the Estimated Gross Profit but not exceeding 50% of such premium
- b. Greater than the Estimated Gross Profit for the relative **Period of Insurance** the **Insured** shall pay a pro rata additional amount to the premium paid on the Estimated Gross Profit.

4. Renewal Clause

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

Extensions – The following Extensions shall apply to this Section but the liability under each shall be limited to €13,000 in respect of any one occurrence unless specifically amended in the Schedule.

DAMAGE as **Insured** by this cover includes:

1. **Suppliers Customers and Property Stored (but only in respect of those suppliers/customers disclosed by the Insured)**
 - a. the premises of any of the **Insured's** suppliers, manufacturers or processors of components, goods or materials but excluding the premises of any public supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunications services
 - b. the premises of any of the **Insured's** customers with whom the **Insured** has a contract or trading relationship to supply goods or services
 - c. Premises not in the occupation of the **Insured** where property of the **Insured** is stored.
2. **Contract Sites**

Any situation not in the occupation of the **Insured** where the **Insured** is carrying out a contract.
3. **Prevention of Access**

Property in the vicinity of the Premises destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the **Insured** therein shall be damaged or not but excluding destruction of or damage to property of any public utility from which the **Insured** obtains supplies or services.

4. Public Utilities

Property at any

- a. generating station or sub-station of the public electricity supply undertaking
- b. land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- c. waterworks or pumping station of the public water supply undertaking
- d. land based premises of the public telecommunications undertaking from which the **Insured** obtains electricity, gas, water or telecommunications services.

Clauses

1. Professional Accountants

Any particulars or details contained in the **Insured's** books of account or other **Business** books or documents which may be required by the **Insurers** under Claims Condition 1 of this Policy for the purpose of investigating or verifying any claim under this Section may be produced by professional accountants if at the time they are regularly acting as such for the **Insured** and their report shall be prima facie evidence of the particulars and details to which such report relates.

The **Insurers** will pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details provided that the sum of the amount payable under this clause and the amount otherwise payable under this cover shall in no case exceed the Limit of Liability.

2. Payments on Account

Payments on account may be made to the **Insured** during the Indemnity Period if required at the **Insurers'** discretion.

3. Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortfall in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses or depots.

4. Alternative Trading Clause

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the **Business** either by the **Insured** or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover during the Indemnity Period.

5. Uninsured Standing Charges Clause

If any standing charges of the **Business** be not **Insured** by this Policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Standing Charges.

6. Departmental Clause

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

7. Automatic Reinstatement

The liability of the **Insurers** will not be reduced by the amount of any loss provided that the **Insured** pays the premium calculated from the date of loss to the date of the expiry of the **Period of Insurance**.

Section 3 – Money

Insuring Clause

(Applicable only if specified in the Schedule)

The **Insurers** will indemnify the **Insured** against:

- a. loss of Money
- b. loss of or damage to a safe or strongroom directly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise **Insured**
- c. loss of or damage to clothing and personal effects being sustained by the **Insured** or any partner, director or **Employee** of the **Insured** as a result of an assault by a person attempting to steal Money occurring in the Situation the **Insurers** will indemnify the **Insured** against such loss or damage.

Definitions

Money: Cash Bank and Currency Notes, Cheques, Giro Cheques, Postal Orders, Money Orders, Crossed Banker's Drafts, Crossed Giro Drafts, Current Postage Stamps, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings and Holidays with Pay Stamps, National Savings Policies, Prize Bonds, Luncheon Vouchers, Credit Card Sales Vouchers, Trading Stamps, Gift Tokens, Consumer Redemption Vouchers, VAT Purchase Invoices and Phone Cards all belonging to the **Insured** or for which he has accepted responsibility.

Business Hours: The period during which the **Insured's** Premises or sites of contract are actually occupied for **Business** purposes and during which the **Insured** or any partner, director or **Employee** of the **Insured** entrusted with Money are in the Premises or at sites of contract.

The Situation:

- a. In Transit
- b. At any of **Insured's** sites of contract during **Business Hours**
- c. In residence of the **Insured** or any partner, director or **Employee** of the **Insured**
- d. In the Premises
- e. In bank night safes and thereafter within bank premises until at bank's risk. All within the Republic of Ireland, Northern Ireland or the United Kingdom.

Limits of Liability

The liability of the **Insurers** under this Section shall not exceed in respect of:

A	any single loss of Money (other than as insured by paragraph B hereafter)	
	(i) in residences of the Insured or any partner, director or Employee of the Insured	€500
	(ii) in the Premises out of Business Hours not secured in locked safe or strongroom specified in the Schedule	€400
	Items A(i) and A(ii) above aggregate limit any one period of insurance	€4,000
	(iii) (a) in the Premises out of Business Hours secured in locked safe or strongroom specified in the Schedule	The amount stated in the Schedule
	(b) in unspecified locked safes or strongrooms	€1,000 in total
	(iv) in the bank night safes and thereafter within bank premises until at bank's risk	The amount stated in the Schedule
	(v) any other single loss of such money	The amount stated in the Schedule
B	any single loss of Money consisting of Crossed Cheques, Crossed Giro Cheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings Certificates, Prize Bonds, Credit Card Sales Vouchers and VAT Purchase Invoices	€250,000
C	safe or strongroom	Cost of repair or replacement;
D	clothing and personal effects of the Insured or any partner, director or Employee of the Insured .	€650 for each person

Exceptions

This Section does not cover:

- a. any loss arising from fraud or dishonesty of the **Insured's Employees** not discovered within seven working days after the event
- b. shortages due to error or omission
- c. losses covered by a Policy of fidelity guarantee insurance
- d. loss from an unattended **Vehicle**
- e. any loss not notified to the **Insurers** within seven days after the event
- f. any loss due to dishonored cheques or unexplained shortages.

Special Conditions

- a. Reasonable Precautions (as per General Condition 3 of this Policy) are understood:
 - i. to include the removal off the premises out of **Business** Hours of keys to safes and strongrooms;
 - ii. to extend to the selection and supervision of **Employees**.
- b. The interest of the **Insured** under this Section shall not be assignable except with the written consent of the **Insurers**.
- c. **Custodians Clause**
- d. It is a condition precedent to liability under this Section that Money in transit as **Insured** under Limit of Liability A(v) is accompanied by one or more Custodians in accordance with the following Scale:

SCALE

Amount of Money at risk at any one time	Number of Custodians required
Up to but not exceeding €4,000	One
Exceeding €4,000 but not exceeding €8,000	Two
Exceeding €8,000 but not exceeding €12,000	Three
N.B. Limit per person €4,000 Exceeding €12,000	
(a) In Transit	(a) Approved security firm required
(b) Otherwise	(b) Subject to agreed security arrangements approved by the Insurers

Note 1: Provision of additional Custodians does not per se increase the Policy Limits of Liability (which are as stated in the Policy). Any increase in the Limits of Liability must be agreed with the **Insurers** and endorsed on the Policy.

Note 2: A Custodian is defined as a person who:

- i. is a fully responsible adult of at least eighteen years of age and
- ii. is charged with direct responsibility for security of said money.

Note 3: Any provisions of the Policy which automatically increase or escalate sums **Insured** or monetary limits of the **Insurers** liability do not per se increase the maximum amount of money permitted to be at risk at any one time for the given number of Custodians in terms of the above Scale.

Note 4: The provisions referred to in Note 3 shall not automatically increase Limit of Liability A (v) to an amount in **Excess** of €12,000 until special security arrangements have been agreed with the **Insurers** and are in effective operation.

- e. Requirement to Record Cheques and the like.

It is a precondition of any claim under this Section for loss of Crossed Cheques, Crossed Giro Cheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers Drafts or Credit Card Sales Vouchers that such instruments shall have been recorded by the **Insured** immediately upon receipt thereof as to the amount of each individual instrument and its essential identification. Essential identification comprises the type of instrument the date of issue the serial number and, where relevant, the name and address or the Bank Account number of the Drawer. The record of such Money must be produced in support of any claim.

- f. National Lottery Tickets

The **Insured** shall as Retail Sales Agent for Lottery Tickets comply with the normal rules of An Post National Lottery Company attaching to the agency for the sale of such tickets including the recording of the Serial Numbers of such tickets:

- i. immediately on receipt thereof
- ii. regards the first and last ticket sold each day

The record of such numbers shall be kept separately from the tickets themselves.

In the event of such lottery tickets being lost, destroyed, damaged or stolen the **Insured** shall give immediate notice thereof to An Post National Lottery Company and to the Garda.

Personal Accident (Assault) Extension To The Money Section

The Cover

The **Insurers** will pay Compensation as specified in the Table of Benefits in respect of any **Bodily Injury** sustained by the **Insured** or directors or **Employees** of the **Insured** in the course of the **Business** where such **Bodily Injury** arises directly from assault for the purposes of theft or attempted theft of Money.

Provided always that

- a. Compensation shall be payable only under one of Items 1, 2, 3 or 4 of the Table of Benefits and weekly compensation under Item 4 shall become payable only when the total amount of Compensation shall have been ascertained and agreed
- b. Compensation shall not be payable in respect of death or injury caused by or arising wholly, or in part from pre-existing illness, disease, physical or mental defect or infirmity
- c. Compensation shall not be payable to any person whose age exceeds 65 years.

Definitions

Insured Person shall mean the **Insured** or directors or **Employees** of the **Insured** aged between 18 and 65 years.

Bodily Injury shall mean injury (including multiple injuries sustained in one incident) caused solely and directly by violent external and visible means which shall be the sole and direct cause.

Loss of Limbs shall mean total loss of use or loss by physical separation at or above the ankle or wrist of one or more limbs.

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

Loss of Hearing shall mean total irremediable and irrecoverable loss of hearing in both ears.

Permanent Total Disablement shall mean a disablement which permanently completely and continuously prevents the **Insured Person** from engaging in or attending any occupation.

Temporary Total Disablement shall mean a disablement which completely and continuously prevents the **Insured Person** from engaging in or attending to his or her usual occupation.

Table of Benefits

Item 1	Death	€10,000
Item 2	Loss of Limbs, Loss of Sight, or Loss of Hearing	€10,000
Item 3	Permanent Total Disablement	€10,000
Item 4	Temporary Total Disablement	€100 per week for up to a max of 100 weeks

Section 4 - Employers Liability (Applicable only if specified in the Schedule)

Insuring Clause

The **Insurers** will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay for damages arising from **Bodily Injury** to an **Employee** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of or in the course of his/her employment by the **Insured** in connection with the **Business**.

Limit of Indemnity

The total amount payable for all damages including costs charges and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

The Limit of Indemnity will not be reduced by the amount of any **Excess** that may be applicable to this Section.

Extensions applicable to Employers Liability Section

1. Indemnity to **Principals**

The **Insurers** will indemnify any **Principal** against legal liability as defined in the Insuring Clause Provided that:

- a. the **Insured** would have been entitled to indemnity under this Section had the claim been made against the **Insured**
- b. the **Principal** is not entitled to indemnity under any other Policy
- c. the **Principal** shall as though he were the **Insured** observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
- d. nothing in this Extension will operate to increase the **Insurers** liability beyond the amount for which the **Insurers** would have been liable had this Extension not applied.

2. Personal Representatives

In the event of the death of the **Insured** the **Insurers** will indemnify the **Insured's** legal personal representatives against legal liability as defined in the Insuring Clause provided that:

- a. the **Insured** was entitled to indemnity under this Section
- b. such legal personal representatives shall as though they were the **Insured** observe fulfil and be subject to the terms Exclusions and Conditions of this Policy.

3. Indemnity to Other Persons

If the **Insured** so requests the **Insurers** will indemnify the following persons in respect of legal liability as defined in the Insuring Clause:

- a. any **Employee** or partner or director of the **Insured** provided that the **Insured** would have been entitled to indemnity under this Section had the claim been made against the **Insured**
- b. any officer or member of the **Insured's** canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the **Business**.
Provided that:

- i. such persons are not entitled to indemnity under any other Policy
 - ii. such persons shall as though they were the **Insured** observe fulfil and be subject to the terms Exclusions and Conditions of this Policy
 - iii. nothing in this Extension will operate to increase the **Insurers** liability beyond the amount for which the **Insurers** would have been liable had this Extension not applied.
4. Safety Health and Welfare at Work Act 2005
The **Insurers** will indemnify the **Insured** or at the request of the **Insured** an **Employee** or partner or director of the **Insured** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with the consent of the **Insurers** in an appeal against conviction arising from such proceedings. Provided that the **Insurers** shall not be liable for the payment of fines or penalties.
5. Work Overseas
The **Insurers** will indemnify the **Insured** in respect of legal liability for **Bodily Injury** caused to an **Employee** as defined in the Insuring Clause arising within any member country of the European Union outside of the **Territorial Limits** where an **Employee** is on a temporary visit for the purpose of carrying out non-manual work in the course of the **Business**. Provided that:
- a. such **Employee** is normally resident within the **Territorial Limits**
 - b. the **Insurers** will not indemnify the **Insured** in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation.
6. Unsatisfied Court Judgments
Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee**
- a. in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment by the **Insured** in the **Business**
 - b. against any company or individual operating from or resident in premises within the **Territorial Limits** in any court situate in the **Territorial Limits**
- and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at the request of the **Insured** the **Insurers** will pay to the **Employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied
7. Cross Liabilities
If the **Insured** comprises more than one party the Company will indemnify to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them Provided that nothing in this Extension shall increase the liability of the Company to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

Exclusions (in addition to the General Exclusions) Applicable to Employers Liability section

- 1. Offshore Installations
The **Insurers** will not indemnify the **Insured** in respect of any claim(s) for damages for **Bodily Injury** caused during any **Period of Insurance** and sustained by any **Employee**
- a. on any offshore installation or support or accommodation vessel for any offshore installation or

- b. in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation.
- 2. Road Traffic Act Liability
The **Insurers** will not indemnify the **Insured** in respect of any liability for which compulsory insurance or security is required under any Road Traffic Act or any legislation amending or replacing any such Act.
- 3. Asbestos Exclusion
This Policy shall not apply to and does not cover any actual or alleged liability howsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.
- 4. Fines and Penalties
Any liability for punitive multiplied or exemplary damages fines or penalties

Section 5 Public/Products Liability and Service Indemnity (Applicable only if specified in the Schedule)

Insuring Clause

The **Insurers** will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay for damages arising out of accidental

- a. **Bodily Injury** to any person
- b. Loss of or damage to material property

occurring within the **Territorial Limits** during the **Period of Insurance** and in the course of the **Business**

Limit of Indemnity

The total amount payable for all damages including costs charges and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

The Limit of Indemnity will not be reduced by the amount of any **Excess** that may be applicable to this Section.

Extensions Applicable to the Public Liability

- 1. Defective Workmanship:

Notwithstanding Exclusion 11 the **Insurers** will indemnify the **Insured** against legal liability to pay compensation:

- a. to a consumer who purchases any goods sold
- b. arising out of Servicing by the **Insured** during the **Period of Insurance** in connection with the **Business** where such goods or Servicing are proved not to be of satisfactory quality

Provided that:

- c. the maximum liability of the **Insurers** in respect of any one claim shall be Euro130,000 inclusive of all costs and expenses unless otherwise specified in the schedule
- d. the **Insurers** shall not be liable to pay for the costs of replacing repairing reinstatement or recalling of any parts components sold or supplied by the **Insured** or which were the subject of the repair servicing or maintenance giving rise to the liability of the **Insured**
- e. the **Insurers** shall not be liable for loss or damage to that part of any property on which the **Insured** or an **Employee** or partner or director or agent of the **Insured** is or has been working where the loss or damage arises out of such work

Warranty

In respect of the indemnity which is granted under this extension it is warranted that

- a. all work is checked by a qualified Motor Mechanic before **Vehicles** are released to customers
 - b. all apprentices are supervised by a qualified Motor Mechanic
 - c. full servicing records are kept in relation to all repairs and servicing including the supply and sale of spare parts and accessories for the period of two years and are available for inspection by the **Insurers** at any time
 - d. all **Vehicles** are fully serviced in accordance with the manufacturer's guidelines before sale and all such servicing records are kept for a period of two years and are available for inspection by the **Insurers** at any time
2. Indemnity to **Principal**
- Provided the **Insurers** agrees in writing the definition of **Insured** extends to include any party in respect of whom indemnity is required under any contract lease or other agreement entered into by the **Insured** in the course of the **Business** to the extent that indemnity is provided under the Policy The **Insurers** may require the **Insured** to give full details of such contract lease or other agreement before agreeing to this extension and the **Insured** shall pay any additional premium the **Insurers** may require
3. Personal Representatives
- In the event of the death of the **Insured** the **Insurers** will indemnify the **Insured's** legal personal representatives in respect of legal liability as defined in the Insuring Clause
- Provided that
- a. the **Insured** was entitled to indemnity under this section
 - b. such legal personal representatives are not entitled to indemnity under any other policy
 - c. such legal personal representatives shall as though they were the **Insured** observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
4. Indemnity to Other Persons
- If the **Insured** so requests the Insurer will indemnify the following persons in respect of legal liability as defined in the insuring Clause
- a. an **Employee** or partner or director of the **Insured** provided that the **Insured** would have been entitled to indemnity under this Section had the claim been made against the **Insured**
 - b. any officer or member of the **Insured's** canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the **Business**

Provided that

- a. such persons are not entitled to indemnity under any other Policy
- b. such persons shall as though they were the **Insured** observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Policy
- c. nothing in this Extension will operate to increase the liability of the **Insurers** to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

5. Work Overseas

The **Insurers** will indemnify the **Insured** against legal liability as defined in the Insuring Clause arising within any member country of the European Union outside of the **Territorial Limits** where an **Employee** or partner or director of the **Insured** is on a temporary visit for the purpose of carrying out non-manual work in the course of the **Business**

Provided that such **Employee** or partner or director is ordinarily resident within the **Territorial Limits**

6. Leased and Rented Premises

Exclusion 1 shall not apply in respect of premises (including fixtures and fittings) leased or rented to the **Insured** or for which they are temporarily responsible

Provided that the **Insured** is undertaking work at the premises in connection with the **Business**

The **Insurers** will not grant indemnity in respect of the first €635 of each and every occurrence caused otherwise than by fire or explosion

This Exclusion shall not apply where legal liability arises from any agreement to maintain in force insurance in respect of loss of or damage to such premises.

7. Movement of Obstruction **Vehicles**

Exclusion 3(a) shall not apply to liability arising from any **Vehicle** (not owned or hired by or lent to the **Insured**) being driven by the **Insured** or any **Employee** with the **Insured's** permission whilst such **Vehicle** is being moved for the purpose of allowing free movement of any **Vehicle** owned hired by or lent to the **Insured** or any **Employee** of the **Insured**

Provided that:

- a. movements are limited to **Vehicles** parked on or obstructing the **Insured's** own premises
- b. or any site at which the **Insured** is working
- c. the **Vehicle** causing obstruction will not be driven by any person unless such person is competent to drive the **Vehicle**
- d. the **Vehicle** causing obstruction is driven by use of the owner's ignition key
- e. the **Insurers** shall not indemnify the **Insured** against
 - i. Damage to such **Vehicle**
 - ii. liability for which compulsory insurance or security is required under any legislation governing the use of the **Vehicle**

8. Cross Liabilities

If the **Insured** comprises more than one party the Company will provide indemnity to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them Provided that nothing in this Extension shall increase the liability of the Company to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

9. Motor **Vehicles** Tools of Trade

Notwithstanding Exclusion 3 applicable to the public liability section the **Insurers** will indemnify the **Insured** for liability caused by or arising from

- a. the use of plant as a tool of trade at the **Insured's** premises or on any site at which the **Insured** is working
- b. the loading or unloading of any **Vehicle** or the bringing to or taking away of a load from any **Vehicle**
- c. damage to any building, bridge weighbridge road or to anything beneath caused by vibration or weight of any **Vehicle** or its load

Provided that the **Insurers** shall not provide indemnity against liability

- a. in respect of which compulsory insurance or security is required under any legislation governing the use of the **Vehicle**
- b. for which indemnity is provided by any other insurance

10. Motor Contingency Liabilities

The **Insurers** will within the terms of this Section indemnify the **Insured** in respect of liability for **Bodily Injury** or loss or damage to property caused by or arising from any motor **Vehicle** or trailer attached thereto not belonging to or provided by the **Insured** being used by an **Employee** in the course of the **Business**

Provided that the **Insurers** shall not provide indemnity against liability

- a. in respect of loss or damage to any such **Vehicle** or trailer or Property conveyed therein or thereon
- b. for which indemnity is provided by any other insurance
- c. caused or arising whilst such **Vehicle** or trailer is
 - i. engaged in race pace-making reliability trials or speed testing or
 - ii. being driven by the **Insured** or
 - iii. being driven with the general consent of the **Insured** or their representative by any person who to the knowledge of the **Insured** or other such representative does not hold a licence to drive such **Vehicles** unless such person has held and is not disqualified from holding or obtaining such a license or
 - iv. used elsewhere than within the **Territorial Limits**

Public Liability Section Exclusions

The indemnity provided by this Section does not apply to:

1. The cost of making good damage to property
 - a. belonging to the **Insured** or
 - b. being that part of any property upon which the **Insured** has carried out work or is at the date of the occurrence carrying out work and arising out of such work
 - c. being that part of any **Product** giving rise to a claim
 - d. in the **Insured's** care custody or control
2. liability arising from:
 - a. any vessel or craft made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the **Insured**
 - b. the loading or unloading of such vessel or craft
3. liability arising from or caused by the ownership possession or use by or on behalf of the **Insured** of mechanically propelled **Vehicle** or plant except where a licence for road use or a Policy of motor insurance or other security is not required or
 - a. where usage is at any premises of the **Insured** or

- b. where usage is as a tool of trade at any contract site where the **Insured** is working or
- c. the loading or unloading of such **Vehicle** or plant

The **Insurers** will not grant indemnity in respect of liability which is compulsorily insurable under any road traffic legislation.

4. liability arising out of **Products** incorporated in or on aircraft hovercraft waterborne craft or offshore structure or nuclear installations
5. liability in respect of **Bodily Injury** sustained by an **Employee**
6. liability for the costs of:
 - a. the repair inspection alteration correction or replacement of defective materials service or workmanship or
 - b. the withdrawal recall repair replacement alteration or making of any refund in respect of **Products**
7. liability arising from or in connection with any breach of professional duty in connection with fault error or omission in any advice design plan formula or specification provided for a fee or where a fee would normally be charged.
8. liability in respect of loss of or damage to any property which at the time of the occurrence is owned by or held in trust by or in the custody or control of the **Insured** other than:
 - a. **Employees'** or directors' or partners' or visitors' personal effects including **Vehicles** and their contents
 - b. premises and their contents not owned by or leased by or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**
9. liability in respect of **Products** arising solely by agreement or under contract which would not have attached in the absence of such agreement or contract unless the **Insurers** shall have agreed in writing to cover such liability
10.
 - a. for personal injury or **Bodily Injury** or financial loss or loss of damage to or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants
 - b. or the cost of removing nullifying or cleaning up of pollutants
 - c. for fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants

Notwithstanding the foregoing this Agreement shall cover liability otherwise excluded under paragraphs (a) and (b) above which:

- i. is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place and
- ii. is indemnified in not more than one annual period of original insurance

For the purpose of this clause pollutants means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed

11. liability for financial loss arising out of loss unaccompanied by either:
 - a. Injury
 - b. Damage.

12. liability in respect of loss of or damage to any property or persons following the sale or supply of remould tyres or part worn/second hand tyres by the **Insured**.
13. liability caused by or arising from a **Product** which is for use in or supply to the United States of America or Canada
14. liability for fines penalties punitive or exemplary damages
15. liability caused by or arising from a deliberate act or omission of the **Insured** and which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission
16. liability caused by or arising from a defect in a **Product** which was known to the **Insured** prior to the inception date of this insurance or which comes to the attention of the **Insured** during the **Period of Insurance** and has not been notified to the **Insurers** under General Condition 2 Alteration or the Claims Conditions of this Policy
17. liability directly or indirectly caused by or contributed to or arising from any wrongful arrest detention imprisonment or eviction of any person or wrongful accusation of shoplifting
18. liability arising from the failure or partial failure of any commodity, article or thing supplied to perform the function for which such commodity article or thing was intended
19. any actual or alleged liability howsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity

but this Exclusion shall not apply to **Bodily Injury** or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such **Bodily Injury** or loss of or damage to material property.

Public Liability Section Conditions

Premium Adjustment

If the Premium for the Public Liability Section has been calculated on the basis of an estimate supplied by the **Insured** of wages salaries and other earnings or of turnover

- a. the **Insured** shall maintain an accurate record of such wages salaries and other earnings and turnover and the **Insurers** or its representatives may at any time examine such record
- b. the **Insured** shall within 90 days of the expiry of each **Period of Insurance** supply to the **Insurers** an auditor's Policy of such wages salaries and other earnings or turnover for that **Period of Insurance** and in this regard time is of the essence

and

- c. if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the **Insured** as the case may be subject to retention of the Minimum Premium stated in the Policy or as advised to the **Insured**

- d. should the **Insured** fail to supply such auditor's Policy in accordance with this Condition then the **Insurers** will not provide any indemnity for any **Bodily Injury Nuisance** loss or damage to material property which might otherwise be the subject of indemnity under this Section in the **Period of Insurance** for which the auditor's Policy remains outstanding

Damage to Own Vehicles Section

(Applicable only if Public Liability Section is operative)

The **Insurers** will indemnify the **Insured** against damage to any **Vehicle** (including its accessories and spare Parts while thereon)

Provided that such **Vehicle** is

- a. the property of the **Insured** or any member of the **Insured's** family or household
- b. hired to any of them under a hire purchase agreement Provided also that
 - i. the damage is caused by accidental external and visible means
 - ii. the damage occurs in or about the Premises or at any other place at which the **Insured** is performing Motor Trade work not being premises owned by or in the occupation of the **Insured**
 - iii. the maximum liability of the **Insurers** in respect of any one occurrence or series of occurrences arising out of one cause shall not exceed the sum of €35,000

Damage to Own Vehicles Section Exclusions

The **Insurers** will not indemnify the **Insured** for

- a. Loss of use depreciation wear and tear mechanical or electrical breakdown failures or breakages
- b. Damage to tyres by the application of brakes or by road punctures cuts or bursts
- c. Loss or damage to any **Vehicle** caused directly or indirectly by
 - i. fire explosion storm tempest or flood
 - ii. theft or any attempt thereat
 - iii. defective workmanship or the consequences thereof
- d. loss or damage to any **Vehicle** sustained whilst that part of the **Vehicle** is being worked upon
- e. loss or damage resulting from the driving of any **Vehicle** in a Public Place within the meaning of any Road Traffic Legislation other than in or about the Premises

Damage to Customers Vehicles Section

(Applicable only if Public Liability Section is operative)

The **Insurers** will indemnify the **Insured** against damage to any **Vehicle** (including its accessories and spare Parts while thereon) held in trust by the **Insured** or in the custody or control of the **Insured** which occurs in or about the premises or at any other place at which the **Insured** is performing Motor Trade Work not being premises owned by or in the occupation of the **Insured**

Provided that

- a. the damage is caused by accidental external and visible means
- b. the total liability of the **Insurers** shall not exceed €2,600,000 in respect of any one occurrence or all occurrences of a series consequent on one original cause

Damage to Customers Vehicles Section Exclusions

The **Insurers** will not indemnify the **Insured** for

- a. depreciation wear and tear mechanical or electrical breakdown failures or breakages
- b. damage to tyres by the application of brakes or by road punctures cuts or bursts
- c. loss or damage to any **Vehicle** caused directly or indirectly by
 - i. fire explosion storm tempest or flood
 - ii. theft or any attempt thereat
 - iii. defective workmanship or the consequences thereof
- d. loss or damage to any **Vehicle** sustained whilst that part of the **Vehicle** is being worked upon
- e. loss or damage resulting from the driving of any **Vehicle** in a Public Place within the meaning of any Road Traffic Legislation other than in or about the Premises
- f. loss or damage to any **Vehicle** (including accessories and spare parts whilst thereon) the property of the **Insured** or any person employed by the **Insured** or any member of the **Insured's** family or household

Products Liability Section

(Applicable only if specified in the Policy)

Insuring clause

The **Insurers** will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay for damages arising out of accidental

- a. **Bodily Injury** to any person
- b. loss of or damage to material property

Occurring within the **Territorial Limits** during the **Period of Insurance** and caused by a defect in a **Product**

Limit of Indemnity

The total amount payable for all damages including costs charges and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule.

The Limit of Indemnity will not be reduced by the amount of any **Excess** that may be applicable to this Section.

Products Liability Section Extensions

1. Indemnity to **Principal**

The **Insurers** will indemnify any **Principal** against legal liability as defined in the Insuring Clause

- a. Provided the **Insurers** agrees in writing the definition of **Insured** extends to include any party in respect of whom indemnity is required under any contract lease or other agreement entered into by the **Insured** in the course of the **Business** to the extent that indemnity is provided under the Policy
- b. The **Insurers** may require the **Insured** to give full details of such contract lease or other agreement before agreeing to this extension and the **Insured** shall pay any additional premium the **Insurers** may require
- c. The **Principal** shall as though he were the **Insured** observe fulfil and be subject to the terms definition exclusions and conditions of this Policy

- d. nothing in this extension will operate to increase the liability of the **Insurers** to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
2. Personal Representatives
In the event of the death of the **Insured** the **Insurers** will indemnify the **Insured's** legal personal representatives in respect of legal liability as defined in the Insuring Clause Provided that
 - a. the **Insured** was entitled to indemnity under this section
 - b. such legal personal representatives are not entitled to indemnity under any other policy
 - c. such legal personal representatives shall as though they were the **Insured** observe fulfill and be subject to the terms Definitions Exclusions and Conditions of this Policy
 3. Cross Liabilities
If the **Insured** comprises more than one party the **Insurers** will under Sections 4 and 5 provide indemnity to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them Provided that nothing in this Extension shall increase the liability of the **Insurers** to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

Products Liability Section Exclusions

The **Insurers** will not indemnify the **Insured** in respect of any liability:

1. for **Bodily Injury** to an **Employee**
2. for fines penalties punitive or exemplary damages
3.
 - a. for personal injury or **Bodily Injury** or financial loss or loss of damage to or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants
 - b. for the cost of removing nullifying or cleaning up of pollutants
 - c. for fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal or escape of pollutants

Notwithstanding the foregoing this Agreement shall cover liability otherwise excluded under paragraphs (a) and (b) above which:

- i. is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place and
- ii. is indemnified in not more than one annual period of original insurance

For the purpose of this clause pollutants means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed

4. for loss of or damage to or for the cost of repairing replacing recalling altering removing or reinstating a **Product**
5. caused by or arising from a **Product** which is for use in or supply to the United States Of America or Canada

6. liability arising out of **Products** incorporated in or on aircraft hovercraft waterborne craft or offshore structure or nuclear installations
7. liability in respect of **Products** arising solely by agreement or under contract which would not have attached in the absence of such agreement or contract unless the **Insurers** shall have agreed in writing to cover such liability
8. caused by or arising from a defect in a **Product** which was known to the **Insured** prior to the inception date of this insurance or which comes to the attention of the **Insured** during the **Period of Insurance** and has not been notified to the **Insurers** under General Condition 2 Alteration or the Claims Conditions of this Policy
9. liability caused by or arising from a deliberate act or omission of the **Insured** and which could reasonably have been expected by the **Insured** having agreed to the nature and circumstances of such act or omission
10. liability in respect of loss of or damage to any property or persons following the sale or supply of remould tyres or part worn/second hand tyres by the **Insured**
11. directly or indirectly caused by arising from in consequence of or in any way involving asbestos or any materials arising containing asbestos in whatever form or quantity

but this Exclusion shall not apply to **Bodily Injury** or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such **Bodily Injury** or loss of or damage to material property

Premium Adjustment

If the Premium for the Public Liability Section has been calculated on the basis of an estimate supplied by the **Insured** of wages salaries and other earnings or of turnover

- a. the **Insured** shall maintain an accurate record of such wages salaries and other earnings and turnover and the Insurer or its representatives may at any time examine such record
- b. the **Insured** shall within 90 days of the expiry of each **Period of Insurance** supply to the **Insurers** an auditor's Policy of such wages salaries and other earnings or turnover for that **Period of Insurance** and in this regard time is of the essence

and

- c. if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the **Insured** as the case may be subject to retention of the Minimum Premium stated in the Policy or as advised to the **Insured**
- d. should the **Insured** fail to supply such auditor's Policy in accordance with this Condition then the **Insurers** will not provide any indemnity for any **Bodily Injury Nuisance** loss or damage to material property which might otherwise be the subject of indemnity under this Section in the **Period of Insurance** for which the auditor's Policy remains outstanding be indemnified

Additional Endorsements

The following endorsements (No's 1 - 6) inclusive apply to Sections 1, 2 and 3 only of this Policy.

Endorsement 1

General Exclusion 12 is deleted and substituted with

MICRO-ORGANISM EXCLUSION CLAUSE:

This agreement does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This exclusion applies regardless whether there is

- (i) any physical loss or damage to **Insured** property;
- (ii) any **Insured** peril or cause, whether or not contributing concurrently or in any sequence;
- (iii) any loss of use; occupancy; or functionality; or
- (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this Agreement that provides insurance, in whole or in part, for these matters.

Endorsement 2

General Exclusion 6 is deleted and substituted with

CONTAMINATION AND POLLUTION EXCLUSION CLAUSE

1. This Agreement shall not cover any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or damage arises out of one or more of the following perils
 - Fire, Lighting, Explosion, Impact of Aircraft
 - **Vehicle** Impact, Sonic Boom
 - Accidental escape of water from any tank or apparatus or pipe
 - Riot, Civil Commotion, Malicious Damage
 - Storm, Hail
 - Flood, inundation
 - Earthquake
 - Landslide, Subsidence
 - Pressure of Snow, Avalanche
 - Volcanic Eruption
3. All other terms and conditions of this Agreement shall be unaltered and especially the exclusions shall not be superseded by this clause.

Endorsement 3

General Exclusion 1 is deleted and substituted with

INSTITUTE RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE CL356

This clause shall be paramount and shall override anything contained in this Agreement inconsistent therewith:

1. In no case shall this Agreement cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:
 1. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 3. Any weapon of war employing atomic or nuclear fission and I or fusion or other like reaction or radioactive force or matter.

Endorsement 4

General Exclusions 8 and 9 are deleted and substituted with

ELECTRONIC DATA ENDORSEMENT- NMA 2915

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

- a. This Agreement does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".

- b. However, in the event that a peril listed below results from any matters described in paragraph (a) above, this Agreement, subject to all its terms, conditions and exclusions will cover physical damage occurring during the original policy period to the property **Insured** by the original policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

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

Endorsement 5

General Exclusion 3 is deleted and substituted with

WAR AND CIVIL WAR EXCLUSION CLAUSE - NMA 464

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Endorsement 6

General Exclusion 5 is deleted and substituted with

TERRORISM EXCLUSION ENDORSEMENT - NMA 2920

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from 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.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and I 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 I or to put the public, or any section of the public, in fear.

This endorsement 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 the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of providing the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.