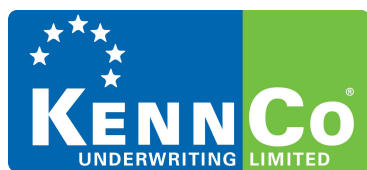


ARRANGED BY



INSURED BY

**ERGO**

# Property Owners Policy



service, stability, security

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### Claims for all Sections

Your claims will be dealt with by **KennCo Underwriting Ltd**, Suites 6 & 7 Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

Your claims should be notified to **KennCo Underwriting Ltd** by Telephone: (01) 4998323 or  
[Email: Claims@Kennco.ie](mailto:Claims@Kennco.ie)

For full details of how to make a claim please refer to **Section 8 – Claims Procedure**.

## Welcome

This document of insurance, the Schedule and any endorsements applying to this insurance form Your Property Owners insurance Policy.

This document sets out the conditions of the contract of insurance between You and the

Insurers. Please read the document carefully, it is laid out in Sections. It is important that:

- You understand what each Section covers and does not cover;
- You understand Your own duties under each Section and under the insurance as a whole.

If there is anything You do not understand or any aspect of the Policy does not meet Your requirements You should contact the Insurance Broker who arranged this Policy for You.

If You are a Consumer, the Consumer Insurance Contracts Act 2019 will apply to this Policy. If You are unsure as to whether a section applies to You as a Consumer, please contact the Insurance Broker who arranged this Policy for You.

## All Sections are underwritten by: ERGO Versicherung AG,

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Insured by, ERGO Versicherung AG, a German insurance company with its headquarters at Ergo-Platz 1, 40477 Düsseldorf, Germany. Registered No. HRB36466.

ERGO Versicherung AG, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht, Germany and subject to regulation by the Central Bank of Ireland for Conduct of Business Rules.

## About KennCo Underwriting Ltd

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This Policy is arranged and administered by KennCo Underwriting Ltd ("KennCo") on behalf of the Insurer noted on the Schedule. KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suite 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. It is regulated by The Central Bank of Ireland (No. 49930).

## About Your Insurance Broker

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Your Insurance Broker is the organisation that You arranged this insurance with and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the Important Helpline Section of this document.

See also Section 8 – **Claims Procedure** and Section 9 – **Enquiries and Complaints Procedure**.

## Your obligations

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You must take care to ensure that any information, statements or answers you provide to KennCo Underwriting Ltd, or the Insurer, must be provided honestly, and to the best of your knowledge and understanding at the time of arranging your insurance contract, and throughout the term of the contract. Your attention is drawn to the importance of the declaration and signature on any proposal form or 'statement of fact' from the Insurer. **If you do not answer the questions to the best of your knowledge, your policy may be voidable or your claim rejected or not fully paid.**

If You are a Consumer, you have an obligation to answer any questions asked by KennCo Underwriting Ltd, or the Insurer, honestly and with reasonable care. Please note that where a specific question has been asked, this matter is material to the risk being undertaken and/or the calculation of the premium. Where non-disclosure of material information would have caused the Insurer not to have entered into this policy or would have altered the terms on which we entered into this policy, the Insurer is entitled to use the remedies available under the Consumer Insurance Contracts Act 2019 (including the remedy to repudiate liability or to limit the amount paid on foot of the contract of insurance). During the Period of Insurance You must notify us of any circumstances or change that may affect the risk insured, and respond honestly and accurately to all questions asked by KennCo Underwriting Ltd or the Insurer.

## Your Policy

This Policy is a legally binding contract which You have made with the Insurer and is based on the information You have provided in Your signed Proposal form or Statement of Fact and any other information You have provided.

The Insurer has agreed to provide the insurance described in this Policy or in any endorsement applying to this Policy for the Period of Insurance specified in the Schedule. The insurance provided by this Policy covers any loss, damage, destruction, accident or liability that happens during the Period of Insurance in accordance with the Sections of the Policy shown in the Schedule for which You have paid or agreed to pay the premium. The Insurer will indemnify or compensate You by payment or, at their option, replace reinstate or repair lost, damaged or destroyed property.

The Policy contains many Sections and the Schedule identifies the Sections that are operative. A new Schedule will be issued to record any amendments to the cover. Please refer to the replacement documents and the Policy to see what cover is currently in force. Any expression to which a specific meaning has been attached shall bear that meaning wherever it appears.

The Proposal or statement of insurance, the Policy, the Schedule (including any additional or replacement Schedule) and any endorsements form the contract and should be read together.

Under the relevant European and Irish legal provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract.

### **Insurance Act 1936**

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

### **Stamp Duty**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

### **Sanctions**

We shall not be deemed to provide cover or be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Sanctions Union, United Kingdom or United States of America.

## Section 1 – Property Damage

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

### Definitions for Section 1 – Property Damage

#### Buildings

Buildings described in the Schedule, and including:

- a) landlords' fixtures and fittings;
- b) tenants' improvements for which the landlord is responsible in on or around the Buildings;
- c) furnishings and other contents of common parts of the Buildings;
- d) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;
- e) walls, gates and fences;
- f) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises, and extending to the public mains, but only to the extent of Your responsibility;
- g) yards, car parks, roads, pavements, forecourts, all constructed of solid materials; and
- h) landscaping excluding external ponds and lakes;

all being Your property or for which You are responsible and situate at the Premises.

#### Miscellaneous Property

Miscellaneous Property as described in the Specification.

#### Damage

Damage shall mean accidental loss or destruction of or damage to the Property Insured.

#### Declared Value

Your assessment of the cost of reinstatement of the Property Insured at a level of costs applying at the time that such values are required by the Insurers as the basis for the calculation of the Policy premium (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:

- a) debris removal costs;
- b) professional fees; and
- c) additional cost of reinstatement to comply with European Community and Public Authority requirements.

#### Empty

Empty shall mean unoccupied or not in use.

#### Excess

The first amount of each and every claim (as shown in the Schedule) for which You are responsible at each separate Premises after the application of all other terms and conditions of the insurance including but not limited to any Condition of Average.

#### Non-Standard Construction

Constructed of materials other than those detailed in the definition of Standard Construction.

#### Standard Construction

Brick, stone or concrete built and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic rooflights.

#### Territorial Limits

Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.

## Cover

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance at the Premises and caused by any of the following Perils if shown as operative in the Schedule.

## Property Insured

Building(s) and Miscellaneous Property at the Premises as described on the

Schedule. The values shown on the Schedule represent the maximum values at risk.

## Limit of Liability

The liability of the Insurers under this Section shall not exceed in the whole the Total Sum Insured or the Sum Insured in respect of each item or any other Limit of Liability as stated herein or in the Schedule.

The Sum Insured under each Item other than items solely applying to fees, removal of debris, private dwelling houses, churches or other buildings in course of erection is separately subject to Average.

## Perils

### (Operative only if stated in the Schedule)

**A) Fire excluding:**

- a) the amount of Excess shown in the Schedule;
- b) Damage by explosion resulting from fire.

**B) Lightning excluding the amount of Excess shown in the Schedule.**

**C) Explosion excluding:**

- a) the amount of Excess shown in the Schedule;
- b) Damage caused by the bursting of any boiler or other plant which belongs to You or is under Your control and in which internal pressure is due to steam only; but this shall not exclude Damage caused by explosion of:
  - i) any boiler
  - ii) gasused for domestic purposes only.

**D) Aircraft or other aerial devices or articles dropped therefrom excluding the amount of Excess shown in the Schedule**

**E) Earthquake excluding:**

- a) the amount of Excess shown in the Schedule;
- b) Damage caused by fire.

**F) Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:**

- a) the amount of Excess shown in the Schedule;
- b) Damage arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority;
- c) Damage arising from cessation of work;
- d) Damage directly caused in the course of theft or attempted theft by malicious persons not acting on behalf of or in connection with any political organisation.

**G) Subterranean Fire**

**H) Storm or flood excluding:**

- a) the amount of Excess shown in the Schedule;
- b) Damage solely due to change in the water table level;
- c) Damage caused by frost subsidence ground heave or landslide;
- d) Damage to fences and gates unless caused by falling trees or unless there is Damage to structural parts of the Buildings at the same time;
- e) Damage to trees plants shrubs and turf unless there is Damage to the Buildings at the same time.

- I) Escape of water or oil from any tank apparatus pipe or appliance excluding:
  - a) the amount of Excess shown in the Schedule;
  - b) Damage by water discharged or leaking from an automatic sprinkler installation;
  - c) Damage in respect of any building which is Empty.
  
- J) Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal excluding the amount of Excess shown in the Schedule.
  
- K) Accidental escape of water from any automatic sprinkler installation excluding:
  - a) the amount of Excess shown in the Schedule;
  - b) Damage by freezing in any building which is Empty;
  - c) Damage by heat caused by fire.
  
- L) Any other accident excluding:
  - a) the amount of Excess shown in the Schedule;
  - b) Damage by any:
    - i) of the Perils;
    - ii) of the causes expressly excluded from the Perils; specified in paragraphs **A)** to **K)** and **M) & N)** (whether or not insured);
  - c) Damage to any property caused by:
    - i) its own faulty or defective design or materials;
    - ii) inherent vice latent defect gradual deterioration wear and tear;
    - iii) faulty or defective workmanship on the part of You or any of Your Employees; but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded;
  - d) Damage caused by:
    - i) corrosion rust wet or dry rot marring scratching vermin or insects;
    - ii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith;
    - iii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates; but this shall not exclude:
      - i) such Damage which itself results from other Damage and is not otherwise excluded;
      - ii) subsequent Damage which itself results from a cause not otherwise excluded;
  - e) Damage caused by disappearance or unexplained loss;
  - f) Damage to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which:
    - i) does not result from:
      - (1) the construction demolition structural alteration or structural repair of any property;
      - (2) groundworks or excavation works; at the Premises;
    - ii) is not otherwise excluded.
  
- M) Theft or attempted theft excluding:
  - a) the amount of Excess shown in the Schedule;
  - b) any loss which the Insured is able to recover from another source.
  
- N) Accidental Breakage of Glass and Signs

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

The Company 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 Company will in addition pay for any boarding up costs reasonably incurred.

## Definitions

### Glass

All fixed glass (including signs shelves showcases and mirrors).



**Sanitaryware**

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 Company 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 Insured's Business caused by breakage of Glass in display windows

**Provided that;** the liability of the Company under any or all of the Extensions shall not exceed €650 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

**O) Subsidence ground heave or landslip excluding:**

- a. the amount of Excess shown in the Schedule;
- b. Damage arising from the settlement or movement of made-up ground or by coastal or river erosion;
- c. Damage resulting from:
  - i) the construction demolition structural alteration or structural repair of any property;
  - ii) groundworks or excavation works;at the Premises.
- d. Damage arising from normal settlement or bedding down of new structures;
- e. Damage commencing prior to the granting of cover under this insurance.

## Basis of Claims Settlement

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be:

### **1 Reinstatement:**

The amount payable in respect of Buildings shall be the cost of reinstatement of the Damage.

For this purpose "reinstatement" means:

- a) the rebuilding or replacement of Property Insured lost or destroyed which provided Our liability is not increased may be carried out;
    - i) in any manner suitable to Your requirements
    - ii) upon another site
  - b) the repair or restoration of Property Insured damaged;
- in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Provided that:

- (1) Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property been wholly lost or 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 Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the 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 Basis of Claims Settlement shall be made:
  - a) unless reinstatement commences and proceeds without unreasonable delay;
  - b) until the cost of reinstatement shall have been actually incurred;
  - c) if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement.
- (4) All the terms and conditions of this Policy shall apply:
  - a) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
  - b) where claims are payable as if this Basis of Claims Settlement had not been incorporated.

The maximum amount We will pay in respect of any one item is the Sum Insured.

## **Clauses & Conditions that apply to Section 1 – Property Damage**

### **1.1 Acquisitions**

The insurance for Buildings extends to include:

- a) additions and extensions to the Property Insured (but not appreciation in value) made after the commencement of each annual Period of Insurance for an amount not exceeding 10% of the Sum Insured or €325,000 whichever is the less; and
- b) any newly built or newly acquired Buildings for an amount not exceeding €650,000; anywhere in the Territorial Limits;

Provided Your interest is not protected by any more specific insurance and provided You shall inform the Insurers as soon as practicable and pay the appropriate additional premium.

### **1.2 Architects, Surveyors, Legal and Consulting Engineers Fees**

The insurance for Buildings includes an amount in respect of architects, surveyors, legal and consulting engineers fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total the limits stated in the Basis of Claims Settlement.

### **1.3 Automatic Reinstatement after a Loss**

In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by the Insurers or You and You shall pay any required premiums for reinstatement from that date.

### **1.4 Average**

Where a Sum Insured is subject to Average if at the time of the Damage the Sum Insured is less than the actual value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss.

### **1.5 Buildings awaiting Demolition**

If at the time of the Damage any Buildings are awaiting demolition the Insurer's liability shall be limited to the additional cost of removing debris, as detailed in Clause 1.31 – Removal of Debris, which are incurred by You solely as a result of Damage.

### **1.6 Buildings awaiting Refurbishment Redevelopment or Renovation**

If at the time of the Damage any Buildings are awaiting refurbishment redevelopment or renovation the Insurer shall not be liable for any costs which would have been incurred by You in the absence of such Damage.

### **1.7 Change of Tenancy**

You must advise the Insurers of all changes in tenancy or occupation within the Premises, as specified in Section 6 General Conditions 6.1 – Alteration in Risk.

### **1.8 Confirmation of Values at Risk**

You must provide the Insurer at the inception of the Policy and annually thereafter with full details of the Declared Values.

### **1.9 Construction of Buildings**

Except as otherwise stated the Buildings described in the Schedule are of Standard Construction.

### **1.10 Contract Works**

The insurance by each Buildings item extends to include Contract Works to the extent to which You have contracted to arrange cover provided the Insurer's maximum liability for any one loss shall not exceed €130,000. This clause shall only apply in so far as the Contract Works are not otherwise insured and excludes the amount of Excess being €325.

### **1.11 Contractors Interest**

Where You are required to effect insurance on the Buildings in the joint names of You and the contractor under the terms of the contract condition then the interest of the contractor in the Buildings as a joint Insured is noted subject to details of any single contract where the original contract price exceeds €325,000 having been advised to the Insurers prior to work commencing and an additional premium being paid as appropriate.

### **1.12 Damage to Landscaped Gardens**

The Insurers will pay the reasonable costs and expenses incurred in replanting trees shrubs plants and turf used in landscaped gardens and grounds, belonging to You or for which You are responsible, as a result of Damage insured by this Section, being the cost of restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established provided that the Insurer's maximum liability for any one loss shall not exceed €32,500.

### **1.13 Day One Basis**

Applicable only to those items showing a Declared Value as stated in the Schedule.

- 1) You having stated in writing the Declared Value (shown in brackets below the Sum Insured) incorporated in each item to which this clause applies the premium has been calculated accordingly.

For the purposes of this clause Declared Value shall mean:

Your assessment of the cost of reinstatement of Buildings arrived at in accordance with paragraph **1** of the Basis of Claims Settlement Condition of this Section at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- a) the additional cost of reinstatement to comply with:
    - i) European Union Legislation
    - ii) Bye-Laws of any public authority
  - b) professional fees
  - c) debris removal costs
- 2) You must notify Us of the Declared Value at the start of each Period of Insurance. If You fail to notify Us of the Declared Value at the start of any Period of Insurance We will use the last Declared Value notified to Us for the following Period of Insurance.
  - 3) Provisions (2) and (4) of the Basis of Claims Settlement Condition are restated as follows:
    - (2) If at the time of the Damage the Declared Value is less than the cost of reinstatement of the Property Insured arrived at in accordance with paragraph **1** of this Condition at the start of the Period of Insurance Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph **1** of this Condition.
    - (4) All the terms and conditions of this Policy shall apply:
      - a) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
      - b) where claims are payable as if this Basis of Claims Settlement had not been incorporated except that the Sums Insured shall be limited to 115% of the Declared Value.

### **1.14 Delays in Rebuilding**

The Insurer shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with Stipulations unless such delays are wholly outside of Your control.

### **1.15 Designation**

For the purposes 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 Your books.

### **1.16 Empty Buildings**

- a) Whenever the Premises stated in the Schedule are unoccupied or not in use the Empty Buildings Condition below applies;
- b) You must notify the Insurers in writing immediately (or as soon as reasonably possible if You are a Consumer), of any Empty building or Empty portion of a building insured by this Policy becomes occupied or any occupied building becomes Empty and pay an additional premium if required.

### **1.17 Empty Buildings Condition**

It is a condition of the Insurers that whenever the Premises are Empty:

- a) You notify the Insurers immediately (or as soon as reasonably possible if You are a Consumer), if You become aware:
  - i) that the Building(s) are Empty; and
  - ii) of any Damage to the Empty Building(s) whether or not such loss, destruction or damage is insured;
- b) the Buildings are inspected internally and externally at least once during each week by You or on Your behalf;
- c) all trade refuse and waste materials are removed from the interior of the Premises and no accumulation of refuse and waste be allowed in the adjoining yards or spaces You own;
- d) You shall secure the Buildings and rectify any defects which render the Buildings insecure; and
- e) the gas, water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation).

#### **1.18 European Community and Public Authorities (Including Undamaged Property)**

Subject to the following Special Conditions the insurance for Buildings in this Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of:

- a) European Community Legislation; or
- b) Local Authority building regulations or other statutory requirement; (hereafter referred to as 'Stipulations') in respect of:
  - i) the lost, destroyed or damaged property thereby insured; and
  - ii) undamaged portions of that property.

Excluding:

- a) the cost incurred in complying with the Stipulations:
  - i) in respect of Damage occurring prior to the inception of this Policy;
  - ii) in respect of Damage not insured by the Policy;
  - iii) under which notice has been served on You prior to the happening of the Damage;
  - iv) for which there is an existing requirement which has to be implemented within a given period; and
  - v) in respect of property entirely undamaged by any peril insured against by this Policy;
- b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen;
- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of that property by reason of compliance with the Stipulations.

##### **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 agree (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurers under this clause not being increased.
- 2) If the liability of the Insurers under (any item of) this Section apart from this clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this clause (in respect of any such item) shall be reduced in like proportion.
- 3) The total amount payable under (any item of) this Section in respect of this clause shall not exceed:
  - a) €325,000 in respect of the lost, destroyed or damaged property;
  - b) €325,000 in respect of undamaged portions of property (other than foundations).
- 4) All the terms and conditions of the Policy except insofar as they are varied by this condition shall apply as if they had been incorporated herein.

#### **1.19 Extinguishment and Alarm Resetting**

The Insurers will pay the reasonable costs and expenses incurred by You in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms as a result of Damage as insured by this Section.

#### **1.20 Fire Brigade Charges**

The Insurers will pay the charges levied against You by any local authority in respect of attendance by the fire brigade for the purpose of minimising a loss following Damage caused by Perils **A), B), C)** or **D)** at the Premises provided that the Insurer's maximum liability for any one loss shall not exceed €50,000.

#### **1.21 Fire Extinguishing Appliances**

You shall take all reasonable measures to ensure that:

- a) any sprinkler or alarm installation or other fire protection equipment for which a reduced premium rate is allowed is maintained in efficient working order;
- b) the routine tests prescribed by the Insurers are carried out and any defects revealed by such tests are promptly remedied;
- c) the Insurer's written consent is obtained to any proposed changes repairs or alterations to any sprinkler or alarm installation.

#### **1.22 Further Investigation Expenses**

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent the Insurer will pay the reasonable costs incurred by You with the Insurer's prior consent in establishing whether or not such Damage has occurred.

The Insurer will also pay the reasonable costs incurred by You in establishing whether or not other Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered Damage for which the Insurer is liable.

### **1.23 Inadvertent Omission to Insure**

The insurance extends to include any Building within the Territorial Limits which You own or which You are responsible to insure which You have inadvertently failed to insure under this Policy or any other policy with the Insurer.

Provided that:

- a) Immediately (or as soon as reasonably possible if You are a Consumer) on becoming aware of any Building not insured You shall arrange insurance with the Insurer with effect from inception of this Policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- b) this clause shall not apply to any Premises covered under Clause 1.1 – Acquisitions.
- c) the Insurer's maximum liability for any one claim will not exceed €650,000.
- d) You shall carry out at not less than annual intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for such properties.
- e) this clause shall only be effective if the Insurer is the sole provider of Buildings insurance in respect of Your properties owned in connection with the Business as defined in the Schedule and where You have an obligation to arrange such insurance.

### **1.24 Lessee Failure to Insure**

The insurance extends to include any Building within the Territorial Limits which You own but for which the lessee is responsible by virtue of lease requirements and which the lessee has inadvertently failed to insure:

- A. against all the Perils insured by this Policy; or
- B. for a sufficient amount to provide for reinstatement of the Buildings as provided for by this

Policy. Provided that:

- a) immediately (or as soon as reasonably possible if You are a Consumer) on becoming aware of:
  - i) any Building not insured for all the Perils insured by this Policy You shall arrange insurance for the uninsured Perils;
  - ii) any Building not insured for a sufficient amount to provide for reinstatement of the Buildings You shall arrange insurance for the amount of reinstatement; and pay the appropriate additional premium.
- b) this clause shall not apply to any Premises covered under Clause 1.1 – Acquisitions or Clause 1.23 – Inadvertent Omission to Insure and in respect of Buildings under A above shall apply only for the Perils not insured by the lessee's policy.
- c) the Insurer's maximum liability for any one claim will not exceed €650,000 but in no case shall the liability of the Insurer exceed the difference between the amount payable under any insurance effected by the lessee or any other insurance on the premises and the total cost of reinstatement provided by this Policy.
- d) there shall be in force at the time of the Damage a valid and enforceable lease requiring the property to be insured against some or all of the Perils insured hereby and the lessee to make good any uninsured Damage.
- e) You have procedures in place to ensure that the lessee effects and maintains adequate insurance and wherever possible Your interest is noted and protected by a non-invalidating clause and lapse/cancellation notification undertaking.
- f) the insurance under this clause shall be subject to all the terms conditions and exclusions of the Policy with the exception of Clause 1.36 – Subrogation Waiver which is restated as follows:  
In the event of a claim arising under this Section the Insurers agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:
  - a) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
  - b) any Company which is a subsidiary of a parent company of which You are a subsidiary;in each case within the meaning of Section 155 of the Companies Act 1963 or the corresponding section of any subsequent statute.
- g) the Insurer shall not be liable:
  - i) for the amount of any Excess or deductible under any more specific insurance;
  - ii) where the lessee's policy fails due to breach of any conditions contained within the lessee's policy as a result of the action of the landlord;
  - iii) where any loss destruction or damage has been declined by any Insurer or made the subject of requirements which have not been completed;
  - iv) due to the failure of the lessee to make or pursue a legitimate insurance claim.

#### **1.25 Loss of Market Value**

If You elect not to rebuild or repair the Buildings (and the Insurer does not exercise its option to reinstate allowed by Clause 1.29 – Reinstatement by the Insurer) the Insurers will pay You the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired.

#### **1.26 Loss of Metered Utilities**

The Insurers will pay the cost of additional metered electricity gas oil or water charges being those incurred by You following accidental discharge from a metered system as a result of Damage as insured by this Section except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage provided that the Insurer's maximum liability for any one loss shall not exceed €32,500.

#### **1.27 Non Invalidation**

Any act, omission or alteration, unknown to You or beyond Your control, which increases the risk of Damage, will not invalidate this insurance if, immediately (or as soon as reasonably possible if You are a Consumer), You become aware, You give notice to the Insurers and pay an additional premium if required.

#### **1.28 Other Interests**

The interests of freeholders lessees underlessees assignees and/or mortgagees of Buildings insured by this Section of the Policy are noted in the insurance provided subject to their names being disclosed by You to the Insurers in the event of any claim arising.

#### **1.29 Reinstatement by the Insurer**

If any Property Insured is to be reinstated or replaced by the Insurer You shall at Your own expense provide all such plans, documents, books and information as may be reasonably required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and the maximum amount payable in respect of any one of the items insured is its Sum Insured.

#### **1.30 Reinstatement to Match**

Where the Property Insured has suffered Damage You may replace repair or restore the property with equivalent property which employs current technology, and replacement repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

This Section further extends to include the replacement or modification of undamaged property in so far as it is necessary to adapt it to operate in conjunction with that property which has been replaced repaired or restored provided that the Insurer's maximum liability is not increased beyond that amount that would otherwise have been payable for the replacement repair or restoration of the property destroyed in its original form.

When the Property Insured is damaged or destroyed in part only, We will not pay more than the amount representing the cost which We would pay for the reinstatement if such property had been wholly destroyed.

#### **1.31 Removal of Debris**

The insurance for Buildings includes an amount in respect of costs and expenses necessarily incurred by You with the Insurers consent in:

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

of the portions of the Property Insured as a result of Damage insured against by this Policy.

Excluding any costs or expenses:

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

The liability of the Insurers in respect of any item shall in no case exceed the limits stated in the Basis of Claims Settlement.

#### **1.32 Repairs and Alterations**

Tradesmen may be employed to effect repairs or minor structural alterations in all or any of the Buildings insured without prejudice to this insurance.

### **1.33 Sale of Property Insured**

If at the time of Damage You have contracted to sell Your interest in any Building insured by this Policy and the purchase has not been, but is later, 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 the benefit under this Section so far as it relates to such Damage without prejudice to the rights and liabilities of You or the Insurers until completion.

### **1.34 Seventy Two Hour Clause**

In respect of Peril H – Storm or Flood only, Damage occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss at each separate Premises for the purpose of the application of any Excess.

### **1.35 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 might have become entitled by subrogation against:

- a) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
- b) any Company which is a subsidiary of a parent company of which You are a subsidiary;

in each case within the meaning of Section 155 of the Companies Act 1963 or the corresponding section of any subsequent statute;

- c) a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless Damage arises out of a criminal fraudulent or malicious act.

### **1.36 Subsidence Ground Heave and Landslip**

#### ***Special Conditions for Peril O - Subsidence Ground Heave and Landslip.***

Insofar as this insurance relates to Damage caused by subsidence ground heave or landslip:

- a) You shall notify the Insurer immediately (or as soon as possible if You are a Consumer) if You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) the Insurer shall then have the right to vary the terms or cancel this cover.

### **1.37 Temporary Removal**

This insurance extends to include any landlord's fixtures and fittings or other property within the definition of Buildings whilst temporarily at other premises within the Territorial Limits for cleaning renovation or repair or other similar purposes and whilst in transit between the Buildings and such temporary locations by road rail or inland waterway but only to the extent that the property is not otherwise insured.

### **1.38 Theft Cover Extension**

Any cover provided under this Section in respect of theft is extended to include theft of keys being: the reasonable costs necessarily incurred in replacing external door locks at the Property Insured following the loss of keys by:

- a) theft from the Premises or registered office or from the home of; or
- b) theft following hold-up whilst such keys are in the personal custody of;

You or any principal director, partner or Employee authorised to hold such keys.

Provided that the maximum amount payable in any one Period of Insurance shall not exceed:

- a) €1,300 in respect of any one Premises; and
- b) €32,500 in aggregate.

### **1.39 Trace and Access**

The Insurers will pay the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage, provided such Damage is insured by this Section, resulting from:

- a) the escape of water or oil from any tank apparatus or pipe; and
- b) accidental damage to cables underground pipes and drains serving the Premises.

Provided that the maximum amount payable in any one Period of Insurance shall not exceed:

- a) €13,000 in respect of any one occurrence; and
- b) €13,000 in aggregate.

### **1.40 Unauthorised Use of Utilities**

The Insurers will pay the cost of metered electricity gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying the Premises without Your authority provided that You shall take all practical steps to terminate such unauthorised use as soon as it is discovered and that the Insurer's maximum liability for any one loss shall not exceed €32,500.



#### **1.41 Value Added Tax**

The insurance by each item on Buildings extends to include Value Added Tax paid by You which is not subsequently recoverable;

Provided that:

- a)
  - i) Your liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage;
  - ii) the Insurers have paid or have agreed to pay for such Damage;
  - iii) if any payment made by the Insurers in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair any payment under this clause resulting from that Damage shall be reduced in like proportion.
- b) Your liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged Buildings.
- c) where an option to reinstate on another site is exercised the Insurer's liability under this clause shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site.
- d) the Insurer's liability under this clause shall not include amounts payable by You as penalties or interest for non-payment or late payment of tax.
- e) terms to the contrary elsewhere in this Policy are over-ridden as follows in respect of those items to which this clause applies:
  - i) for the purpose of any condition of Average rebuilding costs will be exclusive of Value Added Tax;
  - ii) the liability of the Insurers may exceed the Sum Insured by an individual item on Buildings or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax.

## Section 2 – Loss of Rental Income

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

### Definitions for Section 2 – Loss of Rental Income

#### **Territorial Limits**

Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.

#### **Damage**

Loss or destruction of or damage to property used by You at the Premises for the purpose of the Business

#### **Indemnity Period**

The period beginning with the occurrence of the Damage and ending with the rebuilding or replacement of the lost or destroyed Property insured but provided that the rebuilding or replacement is completed not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof.

#### **Maximum Indemnity Period**

The Period as stated in the Schedule.

#### **Rent Receivable**

The money paid or payable to You by tenants for accommodation and services provided in the course of the Business at the Premises.

#### **Annual Rent Receivable**

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

#### **Standard Rent Receivable**

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

*Under **Annual Rent Receivable** and **Standard Rent Receivable**, 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.*

### Cover

We will indemnify You in respect of any interruption or interference with the Business as a consequence of Damage occurring during the Period of Insurance at the Premises and caused by any of the Perils A - O specified as being insured in Section 1 of the Policy.

Provided that at the time of the happening of the Damage there is an insurance in force covering Your interest in the Buildings where the Damage occurred and that:

- a) payment shall have been made or liability admitted therefore; or
- b) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount;

except that this clause shall not apply in respect of any item on Rent Receivable where another party (not being the Insured) is responsible for insuring the Buildings by virtue of lease or other contractual arrangements.

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

- 100% of the Sum Insured shown in the Schedule for each other item or extension; unless otherwise agreed by Us.

## Basis of Claims Settlement

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be:

The insurance on Rent Receivable is limited to:

- 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 fall short of the Standard Rent Receivable in consequence of the Damage; and

- b) in respect of increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss 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 such charges and expenses of the Business payable out of Rent Receivable as may cease or be reduced in consequence of the Damage.

Provided that:

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

## **Clauses & Conditions that apply to Section 2 – Loss of Rental Income**

### **2.1 Acquisitions**

The Insurers will pay for loss of Rent Receivable for any newly acquired or newly erected Buildings or alterations additions or extensions to Buildings covered under Section 1 – Property Damage that is not otherwise insured; Provided that:

- a) the most the Insurers will pay at any one situation is €130,000 in respect of any newly acquired or newly erected Buildings or 10% of the Sum Insured under this Section up to a maximum of €130,000 in respect of alterations additions or extensions to Buildings during any one Period of Insurance;
- b) You must inform the Insurers as soon as practicable of any acquisitions as detailed above and take out insurance cover from the date the Insurers liability commenced.

### **2.2 Advance Rent Receivable**

If Rent Receivable is insured in respect of new property developments You must show that but for the Damage Rent Receivable would have been earned and You will be required to support a claim for Loss of Rent Receivable by submitting reasonable evidence of the amount of such Rent Receivable and the date from which it would have been earned. The Insurer will have regard:

- a) to actual negotiations with prospective tenants both before and after the Damage;
- b) for demand for similar accommodation in the locality;
- c) the general level of rents applying.

If required the advice of a professional valuer acceptable to both You and the Insurer will be sought and the professional fees charged will be included in the indemnity provided under this clause.

### **2.3 Alternative Premises**

If in consequence of the Damage You shall use other premises to provide accommodation to tenants the Rent Receivable from those premises during the Indemnity Period shall be taken into account in assessing the loss of Rent.

### **2.4 Automatic Reinstatement after a Loss**

In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by the Insurers or You and You shall pay any required premiums for reinstatement from that date.

### **2.5 Buildings Awaiting Sale**

If at the time of Damage You shall have contracted to sell Your interest in the Premises or shall have accepted an offer in writing to purchase Your interest in the Premises subject to contract and the sale is cancelled or delayed solely in consequence of the Damage, then provided You shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage You may opt for the amount payable by the Insurers to be as follows:

- a) during the period prior to the date upon which but for the Damage the Premises would have been sold: the loss of Rent Receivable being:  
the actual amount of the reduction in Rent Receivable solely in consequence of the Damage;
- b) during the period commencing with the date upon which but for the Damage the Premises would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier: the loss in respect of interest being:
  - i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business;
  - ii) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) above  
less any amount receivable in respect of Rent Receivable.

This clause also covers with the consent of the Insurers the additional expenditure being the expenditure necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage solely to avoid or minimise the loss payable under a) and b) above.

### **2.6 Confirmation of Values at Risk**

You must provide the Insurer at the inception of the Policy and annually thereafter with full details of the Rent Receivable.

## **2.7 Cost of re-letting**

The Insurers will pay costs and expenses that You necessarily and reasonably incur with the consent of the Insurers during the Indemnity Period in re-letting the Premises (including legal fees in connection with the re-letting) solely in consequence of the Damage.

## **2.8 Failure of Supply**

This Section includes loss resulting from interruption of or interference with the Business as insured as a result of the accidental failure of supply of:

- a) electricity at the terminal ends of the service provider's feeders at the Premises;
- b) gas at the service provider's meters at the Premises;
- c) water at the service provider's main stop cock serving the Premises (other than by drought);
- d) telecommunications services (excluding the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) at the incoming line terminals or receivers at the Premises but excluding satellites;

not occasioned by the deliberate act of any service provider nor by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunication services.

### ***Special Conditions applicable to this clause:***

- 1) the Maximum Indemnity Period shall not exceed 3 months in respect of telecommunications services;
- 2) the Indemnity Period shall commence 24 hours after the commencement of the failure of supply including telecommunications services and not as stated in the Definitions.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or €130,000 whichever is the less.

## **2.9 Inadvertent Omission to Insure**

The insurance extends to include any Rent Receivable of any Building within the Territorial Limits which You own or which You are responsible to insure which You have inadvertently failed to insure under this Policy or any other policy with the Insurer.

Provided that:

- a) immediately (or as soon as possible if You are a Consumer) on becoming aware of any Rent Receivable not insured You shall arrange insurance with the Insurer with effect from inception of this Policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- b) this clause shall not apply to any Premises covered under Clause 2.1 – Acquisitions.
- c) the Insurer's maximum liability for any one claim will not exceed €325,000.
- d) You shall carry out at not less than annual intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for such properties.
- e) this clause shall only be effective if the Insurer is the sole provider of Rent Receivable insurance in respect of Your properties owned in connection with the Business as defined in the Schedule and where You have an obligation to arrange such insurance.

## **2.10 Murder Suicide & Defect Clause**

This Section is extended to include loss directly resulting from interruption of or interference with the Business carried on by You at the Premises in consequence of;

- a. murder or suicide occurring at the Premises
- b. injury or illness sustained by any guest arising from, or traceable to, foreign or injurious matter in food or drink provided on the Premises
- c. the closing of the whole or part of the Premises by the order or on the advice of a competent Public Authority as a result of: -
  - i. defects in the drains or sanitary installations at the Premises
  - ii. the Premises becoming infested with vermin or pests

For the purpose of this clause, Indemnity Period means the period during which the Business shall be affected in direct consequence of the interruption or interference commencing the date the restrictions on the Premises were applied for a period not exceeding three months thereafter.

The maximum amount payable shall not exceed in respect of any one loss 10% of the Sum Insured or €25,000 whichever is the lesser amount.

#### **2.11 Loss of Investment Income on Late Payment of Rent**

If as a result of Damage the Insurers are making a payment in respect of Rent Receivable and the payment by the Insurers to You is made later than the date upon which You would normally expect to receive such Rent from the lessee the Insurers will pay a further sum representing the interest which You would have earned by placing the money in Your normal deposit account on the earlier date.

#### **2.12 Managing Agents Premises**

The insurance by each item on Rent Receivable is extended to include loss as insured by this Section resulting solely from Damage to buildings or other property at any location within the Territorial Limits owned or occupied by Your managing agents for the purposes of their business in consequence of which the Rent Receivable by the Insured is reduced.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or €130,000 whichever is the less.

#### **2.13 New Business**

For the purpose of any claim arising from Damage occurring before the completion of the first years trading of the Business at the Premises such loss will be ascertained by applying the Rent Receivable earned during the period between the commencement of the Business and the date of the Damage to the amount by which the Rent Receivable during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Damage.

#### **2.14 Payments on Account**

Payments on Account may be made during the Indemnity Period if required on the date which but for the Damage the Rent would have been due from the lessee.

#### **2.15 Prevention of Access**

Subject to the terms and conditions of this Section, loss as insured by this Section resulting from interruption of or interference with the Business in consequence of loss, destruction of or damage to property in the vicinity of the Premises, where such loss, destruction or damage shall prevent or hinder the use of or access to the Premises, whether or not Your Premises or Your property in the Premises is damaged, shall be deemed to be Damage, but excluding loss resulting from loss or destruction of or damage to property of any supply undertaking from which You obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services.

Provided that the Insurers liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or €130,000 whichever is the less.

#### **2.16 Professional Accountants and Legal Fees**

The Insurers will pay the reasonable charges payable by You to:

- a) Your professional accountants for producing information required by the Insurers, under Obligation 8.1e) of Section 8 – Claims Procedure, and for reporting that such information is in accordance with Your accounts;
- b) Your lawyers for determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease;

but not for any other purposes in the preparation of any claim.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the Sum Insured.

#### **2.17 Rent Free Period**

If at the date of the Damage any Premises insured by this Policy are subject to a rent free period under the terms of the lease then the Indemnity Period stated in the Schedule shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the Schedule provided that the Insurer's maximum liability does not exceed the Sum Insured or any Limit of Liability stated in the Policy whichever is the lower.

#### **2.18 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 might have become entitled by subrogation against:

- a) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
- b) any Company which is a subsidiary of a parent company of which You are a subsidiary;

in each case within the meaning of Section 155 of the Companies Act 1963 or the corresponding section of any subsequent statute;

- c) a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless Damage arises out of a criminal fraudulent or malicious act.

#### **2.19 Subsidence Ground Heave and Landslip**

##### ***Special Conditions for Peril O - Subsidence Ground Heave and Landslip.***

Insofar as this insurance relates to Damage caused by Subsidence Ground Heave or Landslip:

- a) You shall notify the Insurer immediately (or as soon as possible if you are a Consumer) if You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) the Insurer shall then have the right to vary the terms or cancel this cover.

#### **2.20 Value Added Tax**

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

## Section 3 – Employers' Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

### Definitions for Section 3 – Employers' Liability

#### **Injury**

Accidental bodily injury, death, disease, illness or nervous shock.

#### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

#### **Territorial Limits**

- a) Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.
- b) Elsewhere in the world, other than Offshore, in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in a) above.

### Cover

The Insurers will indemnify You against all sums that You shall become legally liable to pay as damages, together with costs and expenses shown below, in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of his employment by You in the course of the Business.

#### **Limit of Indemnity**

The liability of the Insurers under this Section for damages, costs and expenses payable in respect of any one claim or series of claims against You arising out of one event shall not exceed the amount stated in the Schedule.

Costs and expenses shall be deemed to mean:

- a) costs and expenses of claimants for which You are legally liable;
- b) other costs and expenses incurred with the Insurers written consent in respect of any claim which may be the subject of indemnity under this Section;
- c) solicitors fees incurred with the Insurers written consent for:
  - i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury;
  - ii) representation at a coroner's inquest or inquiry in respect of any death; which may be the subject of indemnity under this Section;
- d) legal costs and expenses incurred with the Insurer's written consent by You and, at Your request, any director or Employee, and costs awarded against You or the director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Safety Health and Welfare at Work Act 2005 provided that:
  - i) the proceedings relate to the health safety or welfare of Employees;
  - ii) the Insurers will not indemnify You in respect of:
    - (1) proceedings consequent upon a deliberate act by or omission by You, any director or Employee;
    - (2) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices; or
    - (3) costs and expenses insured by any other policy.

#### **Additional Persons Insured**

- a) In the event of the death of any person entitled to indemnity under this Section the Insurers will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At Your request the Insurers will indemnify in the terms of this Section:
  - i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
  - ii) any of Your directors or Employees in respect of liability arising in connection with the Business;



Provided that You would have been entitled to indemnity under this Section if the claim had been made against You;

- iii) any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
- iv) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official;

Provided that:

- a) each person shall as though he were You observe fulfill and be subject to the terms of this Section insofar as they can apply; and
- b) the Insurers shall retain the sole conduct and control of all claims.

### **Compensation for Court Attendance**

In the event of the following persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which You are entitled to indemnity under this Section the Insurers will provide compensation to You at the following rates per day for each day on which attendance is required:

- a) any of Your directors or partners €325
- b) any Employee €130

### **Right of Recovery**

This Section is deemed to be in accordance with the provisions of any law enacted in the Territorial Limits relating to compulsory insurance of liability to Employees but You shall repay to the Insurers all sums paid by the Insurers which the Insurers would not have been liable to pay but for the provisions of such law.

### **Unsatisfied Court Judgements**

In the event of Injury to an Employee, sustained during the Period of Insurance and arising out of his employment by You in the course of the Business, which results in a judgement for damages being obtained by such Employee, or his personal representatives, and which remains unsatisfied in whole or in part six months after the date of such judgement, the Insurers will, at Your request, pay to the Employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for damages is obtained:
  - i) in a court of law within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man; and
  - ii) against a company, partnership or individual other than You, conducting a business at or from premises within the territories described in i) above;
- b) there is no appeal outstanding;
- c) the judgement relates to Injury which would otherwise be within the terms of the Policy; and
- d) if any payment is made under the terms of this clause the Employee or the personal representative of the Employee shall assign the judgement to the Insurers.

## **Exclusions**

***What is not covered (see also General Exclusions):***

- 1) So far as concerns the liability of any principal or liability assumed by You under agreement, and which would not have attached in the absence of such agreement, this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2) Any liability for which compulsory motor insurance or security is required under any Road Traffic Act or any legislation amending or replacing any such Act.
- 3) Any liability arising out of work undertaken or operations located Offshore.
- 4) This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss

## Section 4 – Property Owners’ Public Liability

### Sub-Section 4(a) Property Owners’ Public Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

### Definitions for Sub-Section 4(a) – Property Owners’ Public Liability

#### Injury

Accidental bodily injury, death, disease, illness or nervous shock.

#### Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

#### Products Supplied

Product or item, including containers, packaging, instruction, or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of You or any structure, constructed, erected or installed or contract work executed by or on behalf of You in the course of the Business.

#### Territorial Limits

- a) Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man
- b) manual and non-manual work carried out during temporary visits anywhere in the world other than the United States of America or Canada in the course of the Business by any person normally resident within the territories described in a) above.
- c) non-manual work carried out during temporary visits to the United States of America or Canada by any person normally resident within the territories described in a) above.

### Cover

#### Indemnity

The Insurer will indemnify You against all sums that You shall become legally liable to pay as damages in respect of accidental:

- a) Injury to any person;
- b) loss of or damage to material property;
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy; occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

#### Limit of Indemnity

The liability of the Insurers for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule for any one event.

#### Contingent Motor Liability

Notwithstanding Exclusion 2) under ‘**What is not covered.**’ the Insurers will indemnify You in the terms of this Section against legal liability in respect of Injury, loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by You.

The Indemnity will not apply to legal liability:

- a) in respect of loss of or damage to any such vehicle or to goods carried in or on the vehicle;
- b) in respect of Injury, loss of or damage arising while such vehicle is being:
  - i) driven by You;
  - ii) driven with the general consent of You or of Your representative by any person who to the knowledge of You or Your representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding such a licence;
  - iii) used elsewhere than in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; or
  - iv) engaged in racing, pace making reliability trials or speed testing;

- c) in respect of which You are entitled to indemnity under any other insurance.

### **Libel and Slander**

The Insurers will indemnify You in respect of legal liability to pay damages and claimants costs and expenses in respect of claims made against You during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by You during the Period of Insurance in the course of the Business.

Provided always that:

- a) the indemnity granted by this clause will apply solely to the Insured's in-house and trade publications;
- b) the liability of the Insurers under this clause will not exceed €325,000 in any one Period of Insurance.

### **Overseas Personal Liability**

The Insurers will indemnify You and, if You so request, any of Your directors, partners or Employees or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.

The Indemnity will not apply to legal liability:

- a) arising out of the ownership or occupation of land or buildings; or
- b) in respect of which any person referred to is entitled to indemnity under any other insurance.

### **Rented Premises**

Exclusion 5) b) under **“What is not covered.”** shall not apply to premises leased, let, rented, hired or lent to You.

The Indemnity will not apply to legal liability in respect of:

- a) loss or damage arising under agreement unless liability would have attached to You in the absence of such agreement;
- b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf; and
- c) the first €650 of each and every occurrence of loss or damage caused otherwise than by fire or explosion.

## **Exclusions**

**What is not covered** (see also *General Exclusions*):

### **Legal liability:**

- 1) arising out of:
  - a) work in or on aircraft;
  - b) work in or on airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access; or
  - c) the ownership possession or use by You or on Your behalf of any aircraft watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon);
- 2) arising out of the ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle or attached trailer in circumstances where compulsory insurance or security is required or where insurance is provided by another policy provided always that:  
this exclusion shall not apply in respect of liability arising during the act of loading or unloading any such mechanically propelled vehicle or attached trailer unless insurance is provided by another policy;
- 3) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which have ceased to be in Your custody or control other than food or drink provided as a service at Your Premises to Employees or visitors;
- 4) in respect of Injury to any Employee;
- 5) in respect of loss of or damage to:
  - a) property belonging to You; or
  - b) property which is leased, let, rented, hired or lent to You or which is the subject of a bailment to You;
- 6) arising out of professional advice, design or specification provided by You or on behalf of You for a fee;

- 7) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in the value of such land or premises;
- 8) assumed by You under agreement unless the conduct and control of claims is vested in the Insurers but indemnity shall not in any event apply to liquidated damages, fines or penalties;
- 9) arising out of work undertaken or operations located Offshore;
- 10) for loss of or damage to that part of any property upon which You are or have been working where the loss or damage is the direct result of such work;
- 11) for aggravated exemplary vindictive or punitive damages awarded by any Court of Law;
- 12) for the first €325 of each and every occurrence in respect of loss or damage to property, unless otherwise stated on the schedule.

## **Sub-Section 4(b) – Products Liability**

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

### **Definitions for Sub-Section 4(b) – Products Liability**

#### **Injury**

Bodily injury, death, disease, illness or nervous shock.

#### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

#### **Products Supplied**

Product or item, including containers, packaging, instruction, or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of You or any structure, constructed, erected or installed or contract work executed by or on behalf of You in the course of the Business.

#### **Territorial Limits**

Anywhere in the world in respect of Products Supplied in or from the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

## **Cover**

#### **Indemnity**

The Insurers will indemnify You against all sums that You shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental:

- a) injury to any person; and
- b) loss of or damage to material property;

occurring within the Territorial Limits during the Period of Insurance and caused by any Products Supplied.

#### **Limit of Indemnity**

The liability of the Insurers for all damages payable as a result of all occurrences during any one Period of Insurance shall not exceed the amount stated in the Schedule for any one Period of Insurance.

## Exclusions

***What is not covered*** (see also *General Exclusions*):

Legal liability:

- 1) in respect of Injury, loss or damage to property caused by or in connection with any Products Supplied which are in Your custody or control;
- 2) in respect of Injury, loss or damage to property caused by or in connection with any Products Supplied which to Your knowledge are for use in or on any aircraft or aerospace device;
- 3) in respect of Injury, loss or damage to property caused by or in connection with any Products Supplied which to Your knowledge are directly or indirectly exported to the United States of America or Canada;
- 4) in respect of Injury to any Employee;
- 5) in respect of loss of or damage to:
  - a) property belonging to You; or
  - b) property which is leased, let, rented, hired or lent to You or which is the subject of a bailment to You.
- 6)
  - a) in respect of the cost or value of any Products Supplied or replacement, repair, removal, rectification or reinstatement of Products Supplied where legal liability arises from a defect in or the unsuitability of such Products Supplied;
  - b) for any costs incurred in recalling or modifying any Products Supplied;
- 7) assumed by You under agreement unless the conduct and control of claims is vested in the Insurers but indemnity shall not in any event apply to:
  - a) liquidated damages fines or penalties; or
  - b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by You in connection with any Products Supplied and which would not have attached in the absence of such warranty indemnity or guarantee.
- 8) arising out of professional advice, design or specification provided by You or on behalf of You for a fee;
- 9) for aggravated exemplary vindictive or punitive damages awarded by any Court of Law.

# **Applicable to Section 4 – Property Owners’ Public and Products Liability**

## **Cover**

### **Costs**

The Insurers will in addition:

- a) pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Section;
- b) pay solicitors fees incurred with its written consent for:
  - i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury; and
  - ii) representation at a coroner’s inquest or inquiry in respect of any death; which may be the subject of indemnity under this Section;
- c) indemnify You and, at Your request, any director or Employee in respect of legal costs and expenses incurred with the Insurers written consent, and costs awarded against You and Your director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Safety Health and Welfare at Work Act 2005 provided that:
  - i) the proceedings relate to the health, safety or welfare of persons other than Employees;
  - ii) the Insurers will not indemnify You in respect of:
    - (1) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices;
    - (2) proceedings which result from any deliberate act by or omission by You, any director or Employee;
    - (3) costs and expenses insured by any other policy.

### **Additional Persons Insured**

- a) In the event of the death of any person entitled to indemnity under this Section the Insurers will indemnify in the terms of this Section the deceased’s legal personal representatives but only in respect of liability incurred by such deceased person;
  - b) At Your request the Insurers will indemnify in the terms of this Section:
    - i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
    - ii) any of Your directors or Employees in respect of liability arising in connection with the Business; Provided that You would have been entitled to indemnity under this Section if the claim had been made against You.
    - iii) any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
    - iv) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official;
- Provided that:
- a) each such person shall, as though he were You, observe, fulfill and be subject to the terms of this Section insofar as they can apply;
  - b) the Insurers shall retain the sole conduct and control of all claims;
  - c) where the Insurer is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

### **Compensation for Court Attendance**

In the event of the following persons attending court as a witness at the request of the Insurers in connection with a claim in respect of which You are entitled to indemnity under this Section the Insurers will provide compensation to You at the following rates per day for each day on which attendance is required:

- a) any of Your directors or partners                      €325
- b) any Employee    €130

### **Sale of Goods and Supply of Services Act 1980 – Legal Defence Costs**

The Insurer will pay all amounts You or, at Your request, any of Your directors or Employees become legally liable to pay in the defence of any criminal proceedings brought for a breach of the Sale of Goods and Supply of Services Act 1980 or any regulations made under the Act committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with their consent in an appeal against conviction arising from the proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of Your Business as stated on the Schedule;
- b) this extension shall apply only to proceedings brought in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c) You and Your directors or Employees shall give the Insurer immediate notice of any summons or other proceedings against You or Your directors or Employees.

The Indemnity will not apply to legal liability:

- a) where You or Your directors or Employees are insured by any other policy of insurance;
- b) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of You or Your directors or Employees;
- c) in respect of legal costs and expenses which You or Your directors or Employees may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of You or Your director or Employee;
- d) in respect of fines or penalties;
- e) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined; and
- f) unless the Insurers have the sole conduct and control of all claims.

### **Cross Liabilities**

This Section shall apply separately to each person named in the Schedule as if a separate policy had been issued to each provided that if the Insurer is required to indemnify more than one party in respect of any occurrence the total liability of the Insurer shall not exceed the Limit of Indemnity.

### **Data Protection Act 1988 Extension**

The Insurer will indemnify You in respect of liability to pay compensation for damages or distress in accordance with Section 7 of the Data Protection Act 1988 (amended by the Data Protection (Amendment) Act 2018), provided that:

- a) the process of registration under the above Act has been commenced or completed by You and the application has not been refused or withdrawn;
- b) no liability arises as a result of the provision by You of the services of a Data Processor.

The total liability of the Insurers including all costs and expenses shall not exceed €325,000 during any one Period of Insurance.

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 1988.

The Indemnity will not apply to legal liability:

- a) in respect of the recording or provision of Data for reward or for determining the financial status of any person; or
- b) which arises as a result of Your deliberate act or omission and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission.

### **Discharge of Liability**

The Insurers may pay the Limit of Indemnity or any lesser amount for which any claim or claims against You can be settled and the Insurers shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

### **Food Safety Authority of Ireland Act Legal Defence Costs**

The Insurer will pay legal costs and expenses You or, at Your request, any of Your directors or Employees incur in the defence of any criminal proceedings brought for a breach of the Food Safety Authority of Ireland Act 1998, or any regulations under the Act, committed or alleged to have been committed during the Period of Insurance. The Insurer will also pay legal costs and expenses incurred with their consent in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of Your Business as stated on the Schedule;
- b) this extension only applies to proceedings brought in the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c) You or Your directors or Employees give the Insurers immediate notice of any summons or other process served upon You or Your directors or Employees and of any event that may give rise to proceedings against You or Your directors or Employees.

The Indemnity will not apply to legal liability:

- a) where You or Your directors or Employees are insured by any other policy of insurance;
- b) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of You or Your directors or Employees;



- c) for legal costs and expenses which You or Your directors or Employees may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of You or Your directors or Employees;
- d) in respect of fines or penalties;
- e) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined.

#### **Legionellosis Liability**

The Pollution or Contamination Exclusion shall not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like; Provided that;

- a) the Insurers will only indemnify You:
  - i) in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like first made in writing to You during the Period of Insurance; or
  - ii) if the first notification of a circumstance which has caused or is alleged to have caused Injury or damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like is notified to the Insurers during the Period of Insurance or within thirty days after the expiry of the same Period of Insurance;
- b) the liability of the Insurers under this extension for all compensation (including interest thereon) and claimants costs and expenses payable shall not exceed €1,300,000 and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity as stated in the Schedule;
- c) this extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like if before the Period of Insurance You had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

#### **USA and Canada**

Insofar as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world the liability of the Insurers in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the Insurers written consent shall not exceed the Limit of Indemnity and shall exclude punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties.

## **Exclusions**

***What is not covered (see also General Exclusions):***

#### **Pollution or Contamination**

Legal liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

The liability of the Insurers for all damages payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown in the Schedule as the Limit of Indemnity for any one event.

For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean:

- a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or Injury directly or indirectly caused by such Pollution or Contamination.

#### **Asbestos**

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

## Section 5 - General Definitions

These Definitions apply to all Sections of the Policy unless stated otherwise. Other Definitions are contained within the Sections of the Policy where they apply.

### **We/ Insurer/Insurers/ Our/ Us**

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### **Business**

The Business stated in the Schedule, including in respect of Sections 3 and 4:

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services;
- b) private work undertaken with Your prior consent by Employees for any of Your directors or senior officials;
- c) the ownership maintenance and repair of Your Premises.

### **Consequential Loss**

Any further loss of any kind that may arise due to, or as a result of, loss or destruction of or any damage to any property whatsoever.

### **Consumer**

You are a Consumer where You fall within the definition of that term as set out in the Consumer Insurance Contracts Act 2019.

### **Employee**

- a) any person under a contract of service or apprenticeship with You;
  - b) any person who is hired to or borrowed by You;
  - c) any person engaged in connection with a work experience or training scheme;
  - d) any labour master or person supplied by him;
  - e) any person engaged by labour only sub-contractors;
  - f) any self employed person working on a labour only basis under Your control or supervision; or
  - g) any voluntary helper;
- while working for You in connection with the Business.

### **Excess**

The first amount of each and every claim (as shown in the Schedule) for which You are responsible.

### **Insured/ Policyholder/ You/ Your**

The person(s) or company named in the Schedule.

### **Period of Insurance**

The period shown in the Schedule and any subsequent period for which We accept Your premium for renewal of this Policy.

### **Policy**

The Policy and Schedule and any endorsements attached or issued.

### **Premises**

The Premises as stated in the Schedule.

### **Proposal**

The signed Proposal or Statement of Fact and any additional information supplied to the Insurer by You or on Your behalf.

### **Terrorism**

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

## Section 6 - General Conditions

**These General Conditions apply to all Sections of the Policy unless stated otherwise. Other Conditions are contained within the Sections of the Policy where they apply.**

### 6.1 Alteration in Risk

#### **Where the Insured is not a Consumer**

This Policy shall be avoided if after the commencement of this insurance there is any alteration in risk:

- a) by removal;
  - b) by change of occupation or use of the property insured;
  - c) whereby the risk of loss or damage or accident or liability is increased;
  - d) whereby the Business is wound up or carried on by a liquidator or receiver or permanently discontinued; or
  - e) whereby Your interest ceases except by will or operation of law;
- unless such alteration is notified to and accepted by the Insurer in writing.

#### **Where the Insured is a Consumer**

If You are a Consumer, You must notify the Insurer within 3 days where after the commencement of this insurance there is any alteration in risk:

- a) by removal;
  - b) by change of occupation or use of the property insured;
  - c) whereby the risk of loss or damage or accident or liability is increased;
  - d) whereby the Business is wound up or carried on by a liquidator or receiver or permanently discontinued; or
  - e) whereby Your interest ceases except by will or operation of law;
- (each of (a) – (e) an alteration)

whereby the risk is taken outside that which was within beyond the reasonable contemplation of the Parties when the contract of insurance was concluded. Irrespective of whether any such notification has been made (but without prejudice to Your obligation to make those notifications), the Insurer may refuse claims made by You where any alteration constitutes a change in the subject matter of this Policy and circumstances have so changed that it can properly be said by the Insurer that the new risk is something which, on the true construction of the Policy, the Insurer did not agree to cover. The foregoing does not limit or exclude and is without prejudice to any other remedies that may be available to the Insurer under this Policy or otherwise, in connection with an alteration.

However, the Insurer agrees not to refuse such claims if:

- i) You have notified such alteration in writing to the Insurer in good time to enable the Insurer to assess the alteration and the alteration is not of such a nature that, if the alteration had occurred prior to the commencement of this Policy, the Insurer would not have entered into this Policy on any terms;
- ii) You have answered all reasonable questions that the Insurer may raise in connection with the alteration;
- iii) You pay an appropriate additional premium if required by the Insurer with effect from the date of the alteration; and
- iv) You accept any additional terms that the Insurer imposes, with effect from the date of the alteration.

Where the alteration is such that if it had occurred prior to the commencement of this Policy, the Company would not have entered into this Policy on any terms the Company may avoid the Policy or refuse claims.

### 6.2 Arbitration

If any difference shall arise as to the amounts to be paid under this Policy (liability being otherwise admitted) such difference shall be referred within twelve months of the dispute arising to an arbitrator who will be jointly appointed in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland. An award made by the arbitrator shall be a condition to any right of legal action against the Insurer. 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.

### 6.3 Cancellation

The Insurer shall not be bound to accept any renewal of this Policy and may at any time give You fourteen business days' notice to cancel this Policy. This termination shall be without prejudice to any rights or claims of the Insurer or You prior to the expiry of such notice. If You are a Consumer, the Insurer will provide a reason for the cancellation.

You can cancel this insurance at any time by writing to Your broker. Any return premium due to You will depend on how long this insurance has been in force and whether You have made a claim or incidents have occurred that might give rise to a claim. The Insurer reserves the right on refunding any premium paid if You have made a claim under this Policy.

#### **6.4 Claims - The Insurers Rights**

The Insurer:

- a) on the happening of any loss, destruction or damage in respect of which a claim is made, may, without incurring any liability or diminishing any of the Insurers rights under this Policy, enter, take or keep possession of, the Premises where such loss destruction or damage has occurred and take possession of, or require to be delivered to the Insurer, any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner.  
No claim under Section 1 shall be payable unless the terms of this condition have been complied with. No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.
- b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

#### **6.5 Conditions**

##### **a) Where the Insured is not a Consumer**

Every condition stated as a condition that applies to this Policy (whether a Policy or Section Condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy. Failure to comply with any such condition shall be a bar to any claim.

##### **b) Where the Insured is a Consumer**

Every condition stated as a condition that applies to this Policy (whether a Policy or Section Condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy save that any conditions contained in this policy document or policy schedule shall be treated as suspensive conditions in accordance with Section 19 of the Consumer Insurance Contracts Act 2019 (or any legislation amending or replacing this Act).

Failure to comply with a notification period will not entitle us to refuse a claim unless such failure has prejudiced the Insurer. Prejudice may include, without limitation, restricting or impeding the Insurer's ability to investigate or defend any claim by or against the Insured, incurring or increasing any loss, damage, liability cost or payment that would not otherwise have been incurred or not incurred to the same extent and/or impeding or restricting the ability to obtain contribution from or to exercise subrogation rights against any other person (including any other insurer).

#### **6.6 Cooling off period**

If You are a Consumer, You may cancel this Policy by providing notice in writing to the Insurer within 14 working days of the date when You are informed the contract has been concluded.

If You choose to cancel this Policy during the "cooling-off period", You will have to pay a proportional amount of premium for the period of time You had insurance cover.

Where You entered into this Policy by means of a distance contract, the 14-day period, known as the 'cooling-off period', starts on:

- a) the day You received Your policy documents following inception of the cover; or
- b) the date the Period of Insurance starts; whichever is later

#### **6.7 Fraud**

##### **a) Where the Insured is not a Consumer**

If You are not a Consumer and if any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any loss destruction or damage is occasioned by Your wilful act or with Your connivance all benefit under this Policy shall be forfeited.

##### **b) Where the Insured is a Consumer**

If You are a Consumer and if any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any loss destruction or damage is occasioned by Your wilful act or with Your connivance the Insurer may, as soon as is practicable after becoming aware of that fact, notify You (on paper or on another durable medium) that the Insurer:

- i. refuse all liability to You in respect of any claim made from the date of the submission of the fraudulent claim,
- ii. need not return any sums paid under the Policy and may recover from You any sums paid by the Insurer to You in respect of the claim, and
- iii. are treating the Policy as being terminated with effect from the date of the submission of the fraudulent claim.

### **6.8 Identification**

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

### **6.9 Insurable Interest**

The insurable interest in the insurance by this Policy shall not be transferred without the written consent of the Insurers.

### **6.10 Interpretation**

In this Policy;

- a) reference to any statute or statutory provision and orders or regulation thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy
- b) reference to any statutory or other body shall include the successor to that body;
- c) words importing the singular include the plural and vice versa and references to persons includes bodies corporate or unincorporated. Words importing any gender shall include all genders;
- d) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- e) the headings are for reference only and shall not be considered when determining the meaning of this Policy.

### **6.11 Misrepresentation and Misdescription**

#### **(a) Where the Insured is not a Consumer**

This Policy shall be voidable in any event of misrepresentation, misdescription or nondisclosure in any material particular in connection with the proposal.

#### **(b) Where the Insured is a Consumer**

If a negligent misrepresentation has occurred and there are no claims outstanding, we may terminate the contract on reasonable notice or give notice to *You* that we will exercise one or more of the following remedies:

- i. avoid the contract, refuse all claims, and return the premiums paid;
- ii. treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and
- iii. reduce proportionately the amount to be paid on a claim if we would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium.

If *You* submit a claim and it transpires that there has been a misrepresentation in a proposal or in any other information or statements provided to us which is negligent, we shall be entitled, if cover would not have been offered to, avoid the contract, refuse all claims and return the premiums paid.

If *You* submit a claim and it transpires there has been a misrepresentation in a proposal or in any other information or statements provided to us which is negligent, we shall be entitled, if cover would have been offered on different terms, to;

- i. treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to premium), and;
- ii. reduce proportionately the amount to be paid on a claim if insurers would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium.

### **6.12 Observance of Terms**

It is a condition on the part of the Insurer under this Policy that the terms hereof so far as they relate to anything to be done or complied with shall be duly and faithfully observed. Where the Insured is a Consumer, it is hereby agreed by us that any conditions contained in this policy document or policy schedule shall be treated as suspensive conditions in accordance with Section 19 of the Consumer Insurance Contracts Act 2019 (or any legislation amending or replacing this Act).

Failure by a Consumer to comply with a notification period will not entitle us to refuse a claim unless such failure has prejudiced the Insurer. Prejudice may include, without limitation, restricting or impeding the Insurer's ability to investigate or defend any claim by or against the Insured, incurring or increasing any loss, damage, liability cost or payment that would not otherwise have been incurred or not incurred to the same extent and/or impeding

or restricting the ability to obtain contribution from or to exercise subrogation rights against any other person (including any other insurer).

**6.13 Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**6.14 Cyber Incident** means:

(a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

(b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**6.15 Cyber Loss** means:

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or Cyber Incident.

**6.16 Data** means:

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**6.17 Data Processing Media** means:

Any property insured by this policy on which Data can be stored but not the Data itself.

**6.18 Computer System**

The words Computer System shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by you or any other party.

#### **6.19 Other Insurances and Average**

##### ***Applicable to Section 1 – Property Damage and Section 2 – Loss of Rental Income***

If at the time of any Damage there is any other insurance effected by You or on Your behalf covering any of the Property damaged the liability of the Insurer under this Policy shall be limited to its rateable proportion of such Damage.

If any other insurance shall be subject to any Average (under-insurance) condition this Section if not already subject to any condition of Average shall be subject to Average in like manner.

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Insurer hereunder shall be limited to that proportion of the Damage as the Sum Insured by this Section bears to the value of the Property.

##### ***Applicable to Section 3 – Employers' Liability and Section 4 – Property Owners' Public and Products Liability***

The Insurer will not indemnify You in respect of liability which is insured by or would but for the existence of the Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy had this insurance not been effected.

#### **6.20 Reasonable Precautions**

You shall:

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage;
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

#### **6.21 Subjectivity**

- a) If the Policy is issued with subjectivity it will clearly state in the Schedule if the cover provided by the Policy is subject to You:
  - i) providing the Insurer with any additional information requested by the required date;
  - ii) completing any actions agreed between You and the Insurer by the required dates; or
  - iii) allowing the Insurer to complete any actions agreed between You and the Insurer.
- b) If required by the Insurer You must allow access to the Premises and the Business to carry out surveys within 60 days of the inception or renewal date, unless agreed otherwise in writing.

If cover under this Policy is subject to You completing risk improvements and complying with the risk improvements for the currency of the Policy then the risk improvements identified must be completed within the individual timescales specified and complied with for the currency of the Policy.

Following the above actions the Insurers reserve the right to:

- a) modify the premium;
- b) change the terms and conditions of the Policy;
- c) require You to make alterations to the Premises insured by required dates;
- d) cancel the Policy in accordance with General Condition 6.3;
- e) leave the Policy terms, conditions and premium unaltered.

You will be advised of the Insurers decision and any required actions and dates. The effective date of any changes will apply unless and until the Insurers agree otherwise in writing.

If You disagree with the Insurers decision You must make Your comments in writing and the Insurers will attempt to negotiate a resolution with You. If this is unsuccessful You have the right to cancel the Policy and, subject to no claims, a proportionate part of the premium will be refunded to You.

The above conditions do not affect the Insurers right to void the Policy in accordance with General Condition 6.11 if information material to their acceptance of Your Proposal is discovered.

#### **6.22 Subrogation**

Any claimant under this Policy shall, at the request and at the expense of the Insurer, take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by the Insurer. The Insurer shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name, at its own expense and for its own benefit, any claim for indemnity or damages or otherwise.

If You are a Consumer, the subrogation rights under this section apply to the extent permitted under the Consumer Insurance Contracts Act 2019.

## Section 7 - General Exclusions

**These Exclusions apply to all Sections of the Policy unless stated otherwise. Other Exclusions are contained within the Sections of the Policy where they apply.**

### **7.1      *Applicable to Section 1 – Property Damage and Section 2 – Loss of Rental Income***

#### **Sonic Bangs**

The insurance by this Policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **7.2      *Applicable to all Sections other than Section 3 – Employers' Liability***

#### **a) Date Recognition**

The insurance by this Policy does not apply to:

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000:

- a) correctly to recognise any date as its true calendar date;
- b) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- c) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into the computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date;

but this shall not exclude subsequent Damage in respect of Section 1 (Property Damage) or subsequent interruption with the Business in respect of Section 2 (Loss of Rental Income) not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped from aircraft or other aerial devices, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal, provided such Peril is insured by the Section.

#### **b) Contamination, Pollution and Disease Exclusion**

This Policy shall not cover any liability, loss or Damage caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

- a) Pollution, contamination, soot, deposit, impairment with dust, chemical precipitation, adulteration or impurification.
- b) Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

### **7.3      *Applicable to all Sections***

#### **a) War & Similar Risks**

The insurance by this Policy does not cover:

Damage or Business Interruption or legal liability 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.



## **b) Nuclear Risks & Radioactive Contamination Risks**

This insurance does not cover;

- a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss; or
- b) any legal liability of whatsoever nature;  
directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. 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;
  - e) any chemical, biological, bio-chemical, or electromagnetic weapon.

## **c) Cyber and Data**

- 1) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, this Policy excludes any:
  - (i) Cyber Loss, unless subject to the provisions of paragraph 2);
  - (ii) loss, Damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3);  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.
- 3) Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the 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 the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

## **d) Terrorism**

- a) 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 exclusion an act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
- b) This insurance also excludes loss, damage, cost or expense of whatsoever nature in Northern Ireland directly or indirectly resulting from or in connection with civil commotion.

- c) This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to a) or b) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

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

#### **e) Fungus Mould & Mildew**

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

- (i) arising out of resulting from caused by contributed to or in any way related to any fungus of any kind whatsoever including but not limited to mildew mould spore(s) or allergens or
- (ii) 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
- (iii) any obligation of 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.

## Section 8 – Claims Procedure

### 8.1 Your Obligations

On learning of any circumstances likely to give rise to a claim or on receiving verbal or written notice of any claim it is a condition that You must:

- a) tell KennCo Underwriting Ltd as soon as reasonably possible and give KennCo Underwriting Ltd all the assistance they may reasonably require;
- b) tell the Gardaí as soon as reasonably possible if the Damage is due to any actual or suspected criminal act;
- c) send to KennCo Underwriting Ltd immediately (or as soon as reasonably possible if you are a Consumer) any intimation of a claim from a third party, writ, summons or other legal proceedings issued against You;
- d) supply, at Your own expense, full details of the claim in writing within the following periods:
  - i) 7 days for Damage by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, theft or political disturbances or vandals or malicious people;
  - ii) 30 days after the expiry of the Indemnity Period under Section 2 Loss of Rental Income; and
  - iii) 30 days after any other Damage, interruption or Injury;
- e) provide all the help and assistance and co-operation required by KennCo Underwriting Ltd in connection with any claim to include supplying, as soon as reasonably practicable, any supporting evidence and information that they require;
- f) take action following circumstances likely to give rise to a claim to:
  - i) minimise the Damage;
  - ii) prevent further Injury or Damage; and
  - iii) avoid interruption with the Business.

### 8.2 Negotiations

You must not admit, deny, negotiate or settle any claim without the written consent of KennCo Underwriting Ltd.

The Insurer will not pay any claim if their position is prejudiced for any reason as a result of Your failure to comply with 8.1 or 8.2 above.

### 8.3 The Insurers rights

- a) The Insurer has the right to take over the defence or settlement of a claim against You by another person.
- b) The Insurer has the right to the salvage of any Property Insured.
- c) The Insurer has the right to enter the building where the Damage has happened, and to take and keep any of the Property Insured, and to deal with salvage in a reasonable manner.

### 8.4 Fraud

The following is applicable if You are not a Consumer:

If any:

- a) claim made under this Policy by You or anyone acting on Your behalf is fraudulent or intentionally exaggerated in any way;
- b) false declaration or statement is made;
- c) fraudulent device is used to support the claim;
- d) loss, Injury, destruction or Damage is caused by Your wilful act or with Your connivance; then:
  - i) all benefit under this Policy shall be forfeited;
  - ii) the Insurer shall have no obligation to indemnify in respect of any other claim made under this Policy whether such claim is made before or after the fraudulent claim;
  - iii) the Insurer shall have the right to recover any monies paid to You under this Policy during the Period of Insurance whether or not such payment was made before or after the fraudulent claim.

If You are a Consumer.

If any:

- a) claim made under this Policy by You or anyone acting on Your behalf is fraudulent or intentionally exaggerated in any way;
- b) false declaration or statement is made;
- c) fraudulent device is used to support the claim;
- d) loss, Injury, destruction or Damage is caused by Your wilful act or with Your connivance; then, We shall give written notice that:
  - i) The Policy is avoided from the date of submission of the fraudulent claim;
  - ii) The Insurer may refuse to indemnify all claims from the date of the fraudulent act;
  - iii) The Insurer may refuse to refund any premium paid under the Policy; and
  - iv) The Insurer may require You to refund all payments made by the Insurer to You.

Notwithstanding the above, any claim validly made prior to the submission of the fraudulent claim will not be effected by the subsequent fraudulent claim.

If you have any questions or concerns about your Policy or the handling of a claim you should, in the first instance, please contact the Broker who arranged your insurance policy.

If your Broker is unable to resolve the complaint to your satisfaction by close of business the following day, then you should contact:

The Complaints Manager  
KennCo Underwriting Ltd.  
Suites 5 - 7 Grange Road Office Park  
Grange Road  
Rathfarnham  
Dublin 16  
Phone: (01) 4994600  
Fax: (01) 4954627  
[E-mail: complaints@kennco.ie](mailto:complaints@kennco.ie)

Your complaint will be acknowledged within 5 (five) business days of the complaint being received. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being received, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). This option is only applicable to individuals or incorporated bodies with an annual turnover of €3M or less however. The FSPO contact details are as follows:

**Financial Services and Pensions Ombudsman**

Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29

Telephone: +353 1 6 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## **KENNCO UNDERWRITING LTD. PRIVACY AND DATA PROTECTION STATEMENT**

### **Data Protection**

#### **Who we are**

KennCo Underwriting Ltd is a data controller in relation to personal information held about you for the purpose of the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018. The information that you provide and any other information provided by any third party in connection with or in relation to your application will be held by us on a computer database and/or in any other way.

#### **What personal data do we collect?**

We collect and may continue to collect certain information about you or any individuals connected to your Policy ('data subjects') in the course of conducting our relationship with you. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

#### **Why we collect & who we share your personal data with**

This information will be processed for the purpose of underwriting and managing your insurance policy, administering claims and preventing fraud. It may also be used in compliance with regulatory legal and tax laws and for participation in internal or market-level statistical exercises. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area, such as trustees, professional advisers and reputable external agencies, service providers, regulatory bodies and authorities, private investigators, other insurance and financial services companies (directly or via a central register) and as required by law. We will ensure that transfers of data are lawful and that your information is kept securely and only used for the purposes for which it is provided. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

#### **Queries regarding your personal data**

We abide by the EU General Data Protection Regulation (GDPR) & the Data Protection Acts 1988 - 2018 and if you have any queries with regards to how we use your personal data you may contact our Data Protection Officer at [compliance@kennco.ie](mailto:compliance@kennco.ie) or alternatively the Office of the Data Protection Commissioner, Canal House, Station Road, Portllington, Co. Laois, Ireland, Tel +353 57 868 4800.

For full details of our data privacy policy, please visit our website: [www.kennco.ie/privacy-statement](http://www.kennco.ie/privacy-statement)

#### **Rights of Customers**

You have the right of access to the personal data held about you by Ergo and KennCo by sending a written request to the Data Protection Unit, KennCo Underwriting Ltd, Suites 5 - 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. You also have the right to require Ergo and/or KennCo to correct any inaccuracies in the information we hold about you.

#### **Sharing of Information**

We shall not disclose personal information without the consent of the individual to which it relates except in limited circumstances as permitted or required by law. We may share personal information with agents or service providers in connection with providing, administering and servicing the products you have purchased from us or in the course of handling third party claims. Where we choose to have certain services provided by third parties, we do so in accordance with the applicable law and take reasonable precautions regarding the practices employed by the service provider to protect personal information.

#### **Insurance-Link**

Where you make a claim, we will pass details of the event to the Insurance-Link Central Register maintained by insurance companies under the aegis of the Irish Insurance Federation. The information will be shared with other insurance companies to safeguard against non-disclosure and help prevent fraudulent claims. Where there are reasonable grounds for suspicion, information may be passed to relevant enforcement agencies.

#### **Other**

If you decide to proceed or have any other communication with Ergo and/or KennCo through or in relation to their products and services you accept the use by Ergo and/or KennCo of your personal data as indicated.

#### **Kennco - Privacy Notice**

Kennco processes certain information in connection with this policy. Information that Kennco processes may be defined as personal and/ or sensitive personal information.

For more detailed information, please see Kennco's full privacy notice set out at [www.kennco.ie/privacy-statement](http://www.kennco.ie/privacy-statement)

## **ERGO Privacy Notice**

### **Information We process**

"**We**", in this privacy notice means ERGO Versicherung AG, the controller of **Your** personal data. **We** have summarised the steps that **We** take to protect **Your** personal data here. For more detailed information, please see **Our** privacy notice which can be accessed on our website at <https://www.ergo-specialty.co.uk/policies/privacy-policy-republic-of-ireland> or contact **Us** using the details provided below.

### **Information containing personal data and special category personal data**

Information **We** process in connection with this **Policy** may include personal data and / or special category personal data. Personal data is information that can be used to identify a living individual e.g. name, address, driving licence, PRSI number or professional details. Personal data also includes information about an individual who can be identified through a work function or their title.

In addition, personal data may contain special categories of personal data; this can be information about **Your** health or personal data relating to any criminal convictions.

**We** will hold and otherwise process such information in compliance with **Our** obligations under Irish data privacy laws for the purposes set out in this notice.

You should show this notice to any other party related to this **Policy** and to any individual (a data subject) whose personal data **You** share with **Us**.

If **You** supply **Us** with personal data and/or special category personal data of another data subject where consent is required to process that personal data and/or special category personal data, please ensure that **You** have fairly and validly obtained their consent for the processing of their personal data and/or special category personal data. Reference in this privacy notice to **You** shall be deemed to refer to any individual whose personal data is processed by **Us** under this **Policy**.

### **Collecting electronic personal data**

If **You** or any other party related to this **Policy** contact **Us** via an electronic method, **We** may record **Your** internet electronic identifier i.e. **Your** internet protocol (IP) address. **Your** telephone company may also provide **Us** with **Your** telephone number.

### **How We use Your personal data**

**Your** personal data and/or special category personal data may be used by **Us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims;
- prevent and detect crime (including fraud);
- offer renewals;
- develop new products; and/or
- conduct research (and for wider statistical purposes).

For information on the lawful grounds rely on to process personal and/or special category personal data, please see the privacy notice referred to above.

### **Who We share Your information with**

**We** may pass **Your** personal data and/or special category personal data to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers. **We** may also share **Your** personal data and/or special category personal data with regulatory bodies as the Central Bank of Ireland for the purpose of administering and regulating **Your** insurance.

**We** may also share personal and/or special category personal data with law enforcement, fraud detection, credit reference and debt collection agencies and within the ERGO and Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop products and services;
- check that claims information matches what was provided when the insurance was taken out.

Except for the disclosures described above and in **Our** full privacy notice (please see the link above), **We** will not disclose **Your** personal data and/or special category personal data to anyone outside the ERGO/Munich Re Group of companies except:

- where **We** have your permission or have identified an appropriate legal basis where the sharing of **Your** personal data and/or special category personal data is necessary;
- where **We** are required or permitted to do so by law;
- to other companies who provide a service to **Us** or **You**; and/or
- where **We** may transfer rights and obligations under the insurance.

### **The transferring of information outside the European Economic Area**

In providing insurance services, **We** may transfer **Your** personal and/or special category personal data to other countries including countries outside the European Economic Area. If this happens **We** will ensure that appropriate measures are taken (which may include putting in place appropriate contractual arrangements) to safeguard **Your** personal and/or special category personal data.

### **Access to Your personal data**

Individuals have a right to know what personal and/or special category personal data **We** hold about them. To exercise this right, please contact the Data Protection Officer at the address listed within this notice.

If **We** do hold personal data and or/special category personal data about **You We** will:

- give **You** a description of it;
- tell **You** why **We** are holding it;
- tell **You** who it could be disclosed to; and
- let **You** have a copy of the information in an intelligible form.

If an individual's information is inaccurate, the individual can ask **Us** to correct any mistakes by contacting **Our** Data Protection Officer.

### **Data subject rights**

Under Irish data privacy laws, individuals have certain rights in relation to their personal data, including a right of access (see above), a right to correct or supplement inaccurate / incomplete information, a right to request the deletion of information, a right to request the suspension of the processing of the information, a data portability right and a right to object to **Our** processing of the personal information. These rights may only be available in certain circumstances and are subject to certain exemptions.

For more information about data subject rights, please see **Our** privacy notice (as referred to above) or contact **Us** using the details provided below.

### **Data Retention**

**We** keep personal and/or special category personal data for as long as is reasonably required for the purposes explained in this notice. **We** also keep records – which may include personal and/or special category personal data – to meet legal, regulatory, tax or accounting needs. For example, **We** are required to retain an accurate record of **Your** dealings with **Us**, so **We** can respond to any complaints or challenges **You** or others might raise later. **We** will also retain files if **We** reasonably believe there is a prospect of litigation. The specific retention period for personal and/or special category personal data will depend on **Your** (and/or the relevant data subject's) relationship with **Us** and the reasons **We** hold the personal and/or sensitive personal information. Please contact **Us** using the details below for more information on specific retention periods.

### **Changes to this Notice**

**We** keep **Our** privacy notice(s) under regular review. **We** would encourage **You** to check back regularly for updates. This privacy notice was last updated in [December 2024].

### **Contacting Us**

If **You** have any questions relating to the processing of **Your** information, contact:

Data Protection Officer,  
ERGO Versicherung AG  
c/o ERGO UK Specialty Limited,  
1 Fen Court, London, EC3M 5BN.  
Telephone: **+44 121 200 5825**  
E-mail: [dataprotectionofficer@ergo-specialty.co.uk](mailto:dataprotectionofficer@ergo-specialty.co.uk)

Suites 6 & 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16

**T** 01 4994600 **F** 01 4954627 **E** [info@kennco.ie](mailto:info@kennco.ie) [www.kennco.ie](http://www.kennco.ie)

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