

Arranged By



Garage Combined Policy



service, stability, security

Garage Combined Insurance Policy

Please read this insurance document carefully to make sure it meets your needs. Keep this insurance document in a safe place.

Policy Arranged By:

KennCo Underwriting Ltd (“KennCo”)

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.

Registered Office:
Suites 5- 7,
Grange Road Office Park,
Grange Road, Rathfarnham,
Dublin 16.

KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

Policy Insured By:

AXA Insurance dac, registered in Ireland number 136155.

Registered Office:
Wolfe Tone House,
Wolfe Tone Street,
Dublin 1.

AXA Insurance dac is a private company limited by shares. AXA Insurance dac is regulated by the Central Bank of Ireland.

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Important Information

Your Policy and Schedule

Here is **your** new Garage Combined Policy containing full details of the insurance being provided. The schedule contains particulars personal to **your** insurance protection under the Policy including the levels of cover operative under each Section of the Policy and should be read in conjunction with the rest of the Policy.

For **your** own protection **you** are recommended to read this Policy and schedule carefully to ensure it meets with **your** particular needs.

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

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

The Law Applicable to the Contract

This policy shall be governed by and construed in accordance with the laws of The Republic of Ireland.

Sanctions condition

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Our Service

While we are committed to providing the highest level of service to our customers, if **you** are dissatisfied with any aspects of our service, policy terms or claims handling, please write to:

The Complaints Manager
KennCo Underwriting Ltd,
Suites 5 - 7 Grange Road Office Park,
Grange Road,
Rathfarnham,
Dublin 16.

Phone: (01) 4994600

E-mail: complaints@kennco.ie

Follow this link to our full Complaints Procedure: <https://www.kennco.ie/kennco-complaints-procedure>

Should **you** remain dissatisfied with the final response from the above or if **you** have not received a final response within 40 business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO).

Their contact details are as follows:

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

Phone: (01) 5677000

Fax: (01) 6620890

E-mail: info@fsp.ie

Website: www.fsp.ie

Data Protection Notice

We comply with the requirements of the EU General Data Protection Regulation (GDPR) and the Data Protection Acts 1988 - 2018. The data which **you** provide **us** will be held on a computer database and paper files for the purpose of arranging transactions on **your** behalf. **We** are committed to protecting and respecting **your** privacy. **We** wish to be transparent on how **we** process **your** data and show **you** that **we** are accountable with Data Protection legislation in relation to not only processing **your** data but also ensuring **you** understand **your** rights as a client. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in **our** Data Privacy Statement, this will be given to all **our** clients at the time of data collection. Please refer to **our** website for a copy of **our** Privacy Statement - <https://www.kennco.ie/privacy-statement>. If this medium is not suitable **we** will provide a hard copy to **you** upon request. **You** have the right at any time to request a copy of **your** personal data that **our** office holds about **you** and to have any inaccuracies in that information corrected. Please contact **our** Data Protection Officer at compliance@kennco.ie if **you** have any queries or concerns regarding **your** personal data.

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 GDPR and if **you** have any queries with regard to how **we** use **your** personal data **you** may contact **our** Data Protection Officer at compliance@kennco.ie or alternatively the Office of the Data Protection Commissioner:

Data Protection Commissioner
Canalhouse,
Station Road,
Portllington,
Co. Laois,
Ireland.
Phone: (057) 868 4800

For full details of **our** data privacy policy, please visit **our** website: www.kennco.ie/privacy-statement

Preventing and detecting fraud claims history

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

- Share information about **you** with other companies within **our** group or those providing services to us,
- Check and/or file **your** details with fraud prevention agencies and databases and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

Your Garage Combined Policy

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

The Insurer listed in **your** schedule of Cover (hereafter called the “Company”) will indemnify the **Insured** in the manner and to the extent described within this Policy subject to its terms Definitions Extensions Exclusions Conditions and any Endorsements.

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

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

All Endorsements and Conditions other than the above will be printed on the attached Section schedules.

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

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

INSURANCE ACT 1936

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

FINANCE ACT 1990

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

General Definitions

1. **Insured** or **you/your** means the person company firm or other legal entity named as the **Insured** in the schedule.
2. The **Business** or Profession stated in the schedule and none other for the purpose of this insurance except as stated below

The **Business** shall also include:

 - a) the ownership repair maintenance and decoration of the **Insured's** own **Business** premises but not construction re-construction structural alteration or demolition of such premises
 - b) the repair and maintenance of **Vehicles** or plant used in the course of the **Business** and owned by the **Insured**
 - c) the provision and management of canteens social sports and welfare organisations which are for the benefit of **Employees** and their families
 - d) the provision in the course of the **Business** of first aid medical and dental services ambulance fire security services and safety organisations
 - e) private work undertaken with the prior consent of the **Insured** by an **Employee** for a partner or director of the **Insured** provided that such work is not in pursuit of any trade or **Business**
3. **Territorial Limits/Policy Territories** means the Republic of Ireland Great Britain & Northern Ireland.
4. **Period of Insurance** means the period specified in the schedule or any subsequent period for which **The Company** agrees to renew the Policy and to accept payment of the Premium.
5. **Deductible** or **Excess** means the amount the **Insured** shall bear in respect of each and every incident or occurrence as stated in the schedule. It is a condition under the Policy that such amount or any part thereof be furnished by the **Insured** to **The Company** on demand. Failure to do so entitles **The Company** to refuse indemnification in respect of the entire claim.
6. **Employee** means:
 - a) any person under a contract of service or apprenticeship with the **Insured**
 - b) any person engaged under any training educational or work experience programme
 - c) any labour master or labour only sub-contractor or any person employed or supplied by them
 - d) any self-employed person
 - e) any person hired to or borrowed by the **Insured**

while working for the **Insured** in the course of the **Business**.
7. **Bodily Injury** means accidental death, bodily injury, illness or disease.
8. **Principal** means any person, company, firm, public, local or statutory authority for whom the **Insured** is carrying out work under contract or agreement.
9. **Product** means any commodity article thing or any part thereof (including containers labelling and packaging provided in connection therewith) manufactured constructed erected installed altered repaired serviced processed treated sold leased supplied or distributed by or on behalf of the **Insured** in the course of the **Business** and not in the custody or control of the **Insured**.
10. **Nuisance** means nuisance trespass or interference with any easement right of air light water or way.
11. **Vehicle** shall mean any mechanically propelled Vehicle or any trailer including its accessories and spare parts whilst on or temporarily detached thereon.
12. **Policy** means policy wording, schedule, statement of fact and any endorsements attached or issued.
13. **The Company** or **we/us/our** means AXA Insurance dac.
14. **Claim Costs** means:

Costs and expenses:

- a) of any claimant which **you** become legally liable to pay
- b) incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitor's fees at
 - (i) any coroner's inquest or fatal accident inquiry
 - (ii) summary court proceedings.

General Conditions

General Policy Conditions applicable to all Sections

1. Cancellation

The **Insured** can cancel the **Policy** within fourteen working days of the date of the first **Period of Insurance** which is the “cooling off period”. If the **Insured** cancels during the cooling off period, the **Insured** will be entitled to a full return of the premium paid. The **Insured** may also cancel the **Policy** at any other time during the **Period of Insurance**. **The Company** will refund part of the premium paid, proportionate to the unexpired **Period of Insurance**. **The Company** can cancel the **Insured’s Policy** at any time during the **Period of Insurance** by giving 14 days written notice to the **Insured’s** last known address.

The Company will refund part of the premium paid, proportionate to the unexpired **Period of Insurance** following cancellation. **The Company** can cancel the **Insureds’ Policy** immediately, without giving the **Insured** notice if the premium has not been paid. If a claim has been made or there has been any **incident** likely to lead to a claim during the current **Period of Insurance**, the annual premium remains due in full.

The Company will only refund premium provided that no claim has been paid or is outstanding in the current **Period of Insurance**. Cancellation of the **Insured’s Policy** will not affect any claims or rights the **Insured** or **The Company** may have before the date of cancellation.

The Company do not have to offer renewal of the **Insured’s Policy** and cover will cease on the expiry date.

2. Change in risk condition

The **Insured** must tell **The Company** as soon as possible during the **Period of Insurance** of any change

- a) to the **Business**
- b) in the person, firm, company or organisation shown in the schedule as the **Insured**
- c) to the information The **Insured** provided to **The Company** previously or any new information that increases the risk of loss as insured under any section of the **Policy**.

Any change that was not within the reasonable scope of the agreed **Business** may not be accepted by **The Company** and claims may not be paid. In this case the **Policy** will come to an end from the date of the change unless **The Company** agree in writing to accept an alteration.

The Company do not have to accept any request to vary the **Policy** if it is deemed to change the scope of the agreed contract. If the **Insured** wishes to make any alteration to the **Policy** the **Insured** must disclose any change to the information previously provided or any new information that could affect this insurance. If **The Company** accept any variation to the **Policy**, an increase in the premium or different terms or conditions of cover may be required by **The Company**.

3. Reasonable Precautions

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

If required by **The Company**, the **Insured** must allow access to The **Insured** premises and/or activities of The **Insured Business** to carry out inspection or survey. The **Insured** must complete any risk improvements that **The Company** ask for, within a reasonable period of time advised by **The Company**.

4. Due Observance

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

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

5. Contractual duties and proportionate remedies condition

The **Insured** has a duty prior to the start of this **Policy**, prior to any variation made during the **Period of Insurance** and prior to each renewal, to respond to all questions posed by **The Company** with complete honesty and with reasonable care.

1. If the **Insured** responds to the questions posed by **The Company** in a negligent manner, without complete honesty and/or reasonable care, then **The Company** can elect one of the following remedies:
 - a) **The Company** will avoid the contract and refuse all claims, if **The Company** would not have entered into this contract based on honest and accurate information. **The Company** will return any premium paid; or
 - b) **The Company** will treat the **Policy** as if it had included the different terms (other than payment of the premium) that **The Company** would have imposed had the **Insured** responded honestly to the questions posed to The **Insured**; or
 - c) **The Company** will reduce proportionately any amount paid or payable in respect of a claim under the **Policy** using the following formula. **The Company** will divide the premium actually charged by the premium which **The Company** would have charged had The **Insured** responded honestly to questions posed to The **Insured** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.
2. If the **Insured** fraudulently responded to any of **The Company**'s questions or has been involved in any fraudulent activity, relative to this contract, **The Company** will void this contract from the start of the **Policy**. If there is an active claim, this too will be avoided.

6. Other Insurances

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

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

7. Premium Adjustment

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

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

8. Subrogation

Any claimant under this **Policy** shall at the request and at the expense of **The Company** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **The Company** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which **The Company** shall be or would become entitled or subrogated upon it paying for or making good any destruction or damage under this **Policy** whether such acts and things shall be or become necessary or required before or after his/her indemnification by **The Company**.

9. Arbitration

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

10. Fraudulent Claims

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

11. Suspension of Cover

The Company may at any reasonable time inspect any property and in the event of any defect or danger being apparent **The Company** may give written notice to the **Insured** when all liability of **The Company** arising from such defect or danger shall be suspended. If the **Insured** chooses to cancel this **Policy** during the "cooling-off period", they will have to pay a proportional amount of premium for the period of time they had insurance cover.

12. Warranties and conditions precedent endorsement

It is hereby agreed by us that any warranties or conditions precedent contained in your **Policy** document or **Policy** schedule will be interpreted as per Section 19 of the Consumer Insurance Contracts Act 2019. Subject otherwise to the terms conditions and exceptions of the **Policy**.

Claims Conditions

(Applicable to all Sections)

Action by Insured

1. On the discovery of any circumstance or event which may give rise to a claim under this **Policy** it is a condition that the **Insured** shall –
 - a) as soon as possible give notice in writing to KennCo Underwriting Ltd. or to **your** Insurance Broker
 - b) as soon as possible give notice to An Garda Síochána in respect of:
 - (i) loss or damage by stealing or any attempt thereat
 - (ii) loss of Money by any cause whatsoever
 - (iii) loss or damage by Riot, Civil Commotion or malicious persons
 - c) as soon as possible inform KennCo Underwriting Ltd. of any impending prosecution inquest or fatal inquiry or civil proceedings and promptly send to KennCo Underwriting Ltd. every relevant document
 - d) carry out no alteration or repair as far as practicable until **The Company** or Kennco Underwriting Ltd. has had an opportunity of investigating
 - e) inform Kennco Underwriting Ltd. as soon as possible of any impending prosecution inquest or fatal inquiry or civil proceedings and promptly send to Kennco Underwriting Ltd. every relevant document
 - f) take all reasonable action to minimise or check any interruption of or interference with the **Business**
 - g) produce to **The Company** or Kennco Underwriting Ltd. such books of account or other **Business** books or documents or such other proofs as may reasonably be required by **The Company** or Kennco Underwriting Ltd. for investigating or verifying the claim
 - h) in respect of loss or damage to the property insured deliver to Kennco Underwriting Ltd. at his/her own expense any claim in writing with such detailed particulars receipts and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within –
 - (i) 30 days of the expiry of the Indemnity Period – Section 2 (**Business** Interruption)
 - (ii) 30 days of the event – All other claims or such further time as **The Company** may in writing allow
 - i) as soon as possible forward to KennCo Underwriting Ltd. any letter, claim, writ, summons or other document (which must remain unanswered) received by **you** in connection with such event

Company's Rights

Control of Claims

The Company shall be entitled:

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

How to Deal with a Claim

These Notes are NOT part of the contract of Insurance but are a guide to help **you** if **you** have a claim. If **you** know, or think it possible that the damage or injury is severe, or even if **you** just want to speak to someone about it, please phone **your** broker as soon as possible.

Prompt notification by **you** or **your** insurance broker, to us, of all losses and injuries which might result in a claim is important.

Otherwise – where **your** property has been lost stolen or damaged:

Glass Breakage

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

Other Damage Notification

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

Repairs / Replacements

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

Other Action

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

Notification of Injury

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

Admission of Liability / Preservation of Salvage

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

Claim Forms

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

General Exclusions

(Applicable to all Sections of your Garage Combined Policy)

This Policy does not cover:

1. Consequential Loss

Consequential Loss unless otherwise specifically stated in the schedule.

2. Sonic Bangs

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

3. Terrorism Exclusion

Loss, **damage**, cost, or expense of any nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) directly or indirectly caused by resulting from or in connection with:

1. Any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**

If **The Company** allege that by reason of this Exception any loss **damage** cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**. In the event any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.

Definition – Terrorism

For the purpose of this exclusion an act of **Terrorism** shall mean an act including but not limited to the use of force or violence or damage to property and or threat thereof by 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 (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public

4. Pollution and Contamination (applicable to Sections 1 & 2)

Any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health. This exclusion does not apply if such loss or damage arises out of one or more of the following contingencies where cover is operative:

Fire, Lightning, Explosion, Aircraft or other aerial devices or articles dropped therefrom, Riot, Civil commotion, Strikers, Locked-out workers, Persons taking part in labour disturbances, malicious persons other than thieves, Earthquake, Storm, Flood, Escape of water from any tank apparatus or pipe or Impact by any road **Vehicle** or animal.

5. Changes in Water Table Levels (applicable to Sections 1 & 2)

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

6. Date Recognition

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 microprocessor 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

- (i) correctly to recognise any date as its true calendar date
- (ii) 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
- (iii) 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 any 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.

7. Electronic Risks Exclusion

Notwithstanding any provision to the contrary within this **Policy**, **The Company** will not cover the **Insured** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

1. Damage to or the destruction of or loss of use of or reduction in functionality of any computer systems; or
2. Any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of electronic data.

In each case whether the **Insureds'** property or not, where any circumstance as set out in 1 and/ or 2 above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a virus or similar mechanism or hacking or phishing or a denial of service attack, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or event contributing concurrently or in any other sequence thereto.

The Company will also not cover the **Insured** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

- i. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer systems or electronic data; or
- ii. 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 systems and/or electronic data.

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

This exclusion is not applicable to claims under the Employer's Liability section of this **Policy**.

Additional Definitions are:

Computer Systems: Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the **Insured** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Damage: Accidental physical loss, destruction or damage.

Denial of Service Attack: Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems.

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

Electronic Data: Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Hacking: Unauthorised access to any computer systems or electronic data, whether **your** property or not.

Phishing: Any access or attempted access to electronic data made by means of misrepresentation or deception.

Virus or similar mechanism: Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, computer systems, data or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

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 from:

8. Fungus Mould and Mildew

Fungus Mould and Mildew

- (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.

9. The Company will not indemnify the Insured in respect of any liability:

- a) arising from any judgement award or settlement made within countries states or territories which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
- b) assumed by the **Insured** under any contract or agreement unless such liability would have attached to the **Insured** in the absence of such contract or agreement.
- c) in respect of claims for or arising from nervous shock or illness stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from a physical injury.
- d) which arises out of or is contributed to directly or indirectly by exposure to Electro Magnetic Fields or Radiation.

10. Asbestos

This agreement 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, 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.

11. Bodily Injury (Applicable to Sections 1 & 2)

Bodily injury as defined under General Definitions section.

12. Seizure and confiscation (Applicable to Sections 1 & 2)

Any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority

13. Penalties and fines (Applicable to Sections 1 & 2)

Any penalties or fines incurred by the **Insured**.

14. Overseas establishment (Applicable to Sections 4 & 5)

The Company will not cover claims caused by or arising from any associated or subsidiary company of the **Insured's**, or any of the **Insured's** branch offices, or any representative of the **Insured's** with power of attorney, registered, having premises or resident outside the **Policy Territories**.

15. Undamaged items (Applicable to Sections 1 & 2)

Repair or replacement of any defective material or undamaged item.

16. War and Nuclear Risks

Loss or destruction of or **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from:

1. (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

regardless of any other cause contributing concurrently or in any other sequence to the loss.

An exclusion applies in respect of all property, on any site used or having been used for:

- a) The generation of nuclear energy; or
 - b) The production, use or storage of nuclear material
2. war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.

17. Covid 19 – Absolute Exclusion

Notwithstanding any other provision (including any communicable disease extension), no cover is provided under the Material Damage or Business Interruption sections of this policy in respect of:

- a) any claim, loss, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from; or
- b) any fear or threat (whether actual or perceived) of; or
- c) any action taken in controlling, preventing, suppressing or in any way relating to an outbreak of;

Any Coronavirus including but not limited to COVID-19, SARS, H1N1, H5N1, MERS-CoV or any other disease the World Health Organization declares as a public health emergency of international concern or notes as a pandemic.

Section 1 – Material Damage

(Applicable only if specified in the Schedule)

Insuring Clause

The Company agrees that if any of the Property insured described in the schedule be lost destroyed or damaged by any of the Contingencies in force as specified in the schedule **The Company** will pay to the **Insured** the value of the property at the time of its loss or destruction or the amount of the damage or at **The Company**'s option reinstate or replace such property or any part of it.

DEFINITIONS

- A. The property insured under the respective column headings in the Specification is as follows:-
1. **Buildings** situate at the Premises described in the Specification
 - (a) The term "Buildings" includes
 - 1 landlords fixtures and fittings
 - 2 outbuildings
 - 3 walls gates and fences
 - 4 piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the **Insured's** responsibility
 - 5 yards car-parks roads and pavements.
 2. **Contents** therein and thereon the property of the **Insured** or held by them in trust for which they are responsible
 - (a) The term "Contents" includes
 - 1 tenants' improvements alterations and decorations
 - 2 so far as they are not otherwise insured **Employees'** directors and visitors' personal effects of every description (other than motor **Vehicles**) for an amount not exceeding €650 in respect of any one person
 - 3 contents of outbuildings
 - 4 money cheques stamps bonds credit cards or securities of any description but only in respect of loss destruction or damage under Contingencies A-L for an amount not exceeding €3,300
 - 5 documents, manuscripts and **Business** books but only for the cost of the materials and of clerical labour expended in reproducing such records
 - 6 computer systems records but only for an amount not exceeding €6,350 in respect of the cost of the materials and or clerical labour and computer time expended in reproducing such records.
 - (b) The term "Contents" excludes
 - 1 landlord's fixtures and fittings
 - 2 stock and materials in trade
 - 3 money cheques stamps bonds credit cards or securities of any description in respect of loss destruction or damage under Contingency M
 - 4 any expense in connection with the production of information to be recorded in documents manuscripts **Business** books or computer systems records
 - 5 any amount exceeding €3,300 in respect of any one pattern model mould plan or design or set of same
 - 6 **vehicles** licensed for road use including accessories thereon
 - 7 jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specifically included.
 3. **Stock and Materials in Trade** therein and thereon the property of the **Insured** or held by them in trust for which they are responsible.
 4. **Miscellaneous Property** as described in the Specification.

B. The word 'DAMAGE' in capital letters shall mean accidental physical loss, destruction or damage to the property insured

C. The words "DEFINED CONTINGENCY" shall mean fire lightning explosion aircraft or other aerial devices or

articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road **Vehicle** or animal.

- D. **Forecourt:** An area that is incapable of being physically locked.
- E. **Compound:** An area that is completely and entirely enclosed by walls, gates or fences at least two metres high.

LIMITS OF LIABILITY

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

- (i) any one item – the Sum Insured thereon as stated in Columns 1,2,3 & 4 of the schedule
- (ii) all loss or damage during any one **Period of Insurance** – the Total Sum Insured as stated in the schedule.

CONTINGENCIES

A. FIRE

Fire but excluding DAMAGE caused by:

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating or
(ii) its undergoing any heating process involving the application of heat.

B. LIGHTNING

C. EXPLOSION

Explosion

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire

- (iii) otherwise but excluding DAMAGE caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**.

D. AIRCRAFT

Aircraft or other aerial devices or articles dropped therefrom.

E. EARTHQUAKE

F. RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS

Riot Civil Commotion Strikers Locked-out Workers or persons taking part in labour disturbances or malicious persons excluding

- (a) DAMAGE arising from cessation of work
- (b) as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - (i) DAMAGE by stealing
 - (ii) DAMAGE in respect of any building which is empty or not in use
- (c) DAMAGE arising from confiscation requisition or destruction by order of the government or any public authority.

G. SUBTERRANEAN FIRE

H. STORM OR FLOOD

Storm or Flood Excluding:

- (a) DAMAGE attributable solely to change in the water table level
- (b) DAMAGE by frost subsidence ground heave or landslip
- (c) DAMAGE in respect of movable property in the open, fences and gates and stock in open structured buildings

I. ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE

Escape of Water from any tank apparatus or pipe excluding:

- (a) DAMAGE by water discharge or leaking from any automatic sprinkler installation
- (b) DAMAGE in respect of any building which is empty or not in use.

J. IMPACT

Impact by any road **Vehicle** or animal not belonging to or under the control of the **Insured** or any occupier of the premises or their respective employees.

K. ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION

Accidental escape of water from any automatic sprinkler installation in the premises not caused by:

- (a) freezing whilst the building in so far as it is in the **Insured**'s ownership or tenancy is empty or not in use
- (b) explosion earthquake subterranean fire or heat caused by fire.

L. ACCIDENTAL DAMAGE EXCLUDING

(a) DAMAGE caused by or consisting of

- (i) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
- (ii) faulty or defective workmanship operational error or omission on the part of the **Insured** or any of their **Employees**
- (iii) the bursting of boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**
- (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded.

(b) DAMAGE caused by or consisting of

- (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
- (ii) change in temperature colour flavour texture or finish
- (iii) stealing or attempted stealing

DAMAGE consisting of

- (iv) joint leakage failure of welds cracking fracture collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
- (v) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- a. such DAMAGE not otherwise excluded which itself results from a DEFINED CONTINGENCY or from any other accidental loss destruction or damage
- b. subsequent DAMAGE which itself results from a cause not otherwise excluded.

(c) DAMAGE caused by or consisting of

- (i) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (ii) normal settlement or bedding down of new structures
- (iii) acts of fraud or dishonesty
- (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information.

(d) destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a DEFINED CONTINGENCY in so far as is not otherwise excluded.

(e) DAMAGE in respect of movable property in the open, fences and gates and stock in open structured buildings caused by wind rain hail sleet snow flood or dust.

(f) DAMAGE

- (i) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- (ii) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning or service or repair.

(g) DAMAGE

- (i) caused by freezing
- (ii) caused by escape of water from any tank apparatus or pipe
- (iii) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation in respect of any building which is empty or not in use
- (iv) caused by cigar, cigarette or match burns or spillage of drinks.

(h) DAMAGE in respect of

- (i) property in transit
- (ii) fixed glass
- (iii) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
- (iv) computers or data processing equipment

other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as is not otherwise excluded.

(i) DAMAGE in respect of money cheques stamps bonds credit cards or securities of any description other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded for an amount not exceeding €3,300.

(j) DAMAGE in respect of

- (i) **vehicles** licenced for road use (including accessories thereon) caravans trailers railwaylocomotives rolling stock watercraft or aircraft
- (ii) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
- (iii) land roads pavements piers jetties bridges culverts or excavations
- (iv) livestock growing crops or trees
- (v) jewellery precious stones precious metals bullion furs curiosities works of art or rare books

unless specially mentioned as insured in this Section.

(k) property which at the time of the happening of DAMAGE is insured by or would but for the existence of this **Policy** be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

(l) any property more specifically insured by or on behalf of the **Insured**.

M. STEALING OR ATTEMPTED STEALING

Stealing or attempted stealing involving:

- 1) entry into or exit from the Building(s) by forcible and violent means or
- 2) assault or violence or threat thereof to the **Insured** or any **Employee** of the **Insured**

Including DAMAGE to the covered Building(s) as a consequence of stealing or attempted stealing

- a) DAMAGE to money securities coins stamps jewellery watches furs precious metals precious stones or articles composed of any of them curios sculptures rare books paintings or works of art
- b) DAMAGE to stained or plate glass or any decoration or lettering thereon
- c) DAMAGE occasioned by or through any person lawfully on the premises or caused by or with the connivance

- of any member of the **Insured's** household or any **Employee** of the **Insured**
- d) DAMAGE caused by fire or explosion however caused
 - e) DAMAGE to property in any garden yard or open space or any stable garage outbuilding or other building not communicating with the main premises unless specially mentioned.

Replacement of Locks

This **Policy** Section extends to indemnify the **Insured** in respect of costs necessarily incurred in replacing locks and /or locks mechanisms relative to the security of the premises resulting from the theft of the **Insured's** keys from the premises or from the homes of the **Insured's** authorised keyholders

Provided that:

- (a) There are visible signs of forcible entry into or exit from such premises and
- (b) The replacement locks are of similar quality to those changed and
- (c) The maximum liability under this extension shall not exceed €650 in any one **Period of Insurance**.

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 €500 for any one incident.

Exceptions

This Contingency does not cover breakage

1. due to dilapidation of frames or framework
2. caused by workmen altering or repairing the Premises
3. in transit or while being fitted
4. of any item flawed or broken at the commencement of this insurance
5. of Glass in light fittings
6. of Glass in greenhouses or conservatories
7. of Glass in Buildings which are silent empty or not in use
8. by or arising out of fire lightning or explosion or preventative or salvage operations consequent thereon.

Further in respect of Signs this contingency does not cover:

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

Limits of Liability

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

O. SUBSIDENCE PERIL

Subsidence or Ground Heave of any part of the site on which the Property stands or Landslip excluding

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

Special Clauses Conditions and Extensions Applicable to Section 1

THE CONDITION OF AVERAGE

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

PROFESSIONAL FEES

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

AUTOMATIC COVER

3. The Insurance by this Section shall subject to its terms and conditions extend to cover
 - (a) any newly acquired and/or newly erected Buildings and Contents in-so-far as the same are not otherwise insured and
 - (b) alterations additions and improvements to Buildings and Contents but not in respect of any appreciation in value anywhere in the Republic of Ireland Northern Ireland and Great Britain provided that –
 - (i) at any one situation this cover shall not exceed 10 per cent of the Total Sum Insured on such property hereby or €320,000 whichever is less
 - (ii) the **Insured** undertakes to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof the **Policy** to be endorsed accordingly from the date of commencement of **The Company's** liability
 - (iii) the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

CHANGE OF TEMPERATURE

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

CLEARING DRAINS

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

CONTRACT PRICE

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

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

CONTRACTING PURCHASER'S INTEREST

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

CONSTRUCTION AND HEATING OF BUILDINGS

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

CUSTOMERS' GOODS

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

DESIGNATION

10. For the purpose of determining where necessary the heading under which any property is insured **The Company** agrees to accept the designation under which such property has been entered in the **Insured's** books.

ELECTRICAL PLANT

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

EXCESS (INSURED'S CONTRIBUTION) CLAUSE

12. **The Company** shall not be liable for the first €500 of each and every loss as ascertained, after the application of all other terms and conditions of this Section including any Condition of Average (underinsurance), in respect of

Contingencies A-N inclusive.

For contingency 'O', **The Company** shall not be liable for the first €1,500 of each and every loss subject to the terms described above.

FIRE BRIGADE CHARGES

13. **The Company** will indemnify the **Insured** in respect of such Fire Brigade attendance charges as may levied by any Local Authority in dealing with any fire which results in a claim under this Section of the **Policy**. **The Company's** liability in respect of these charges shall not exceed €25,000.

EXPLOSION

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

INTRUDER ALARMS

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

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

INTERNAL TRANSFERS

16. The Insurance in respect of Stock and Materials and Contents applies to property as therein defined transferred between Premises insured by this Section including transit by road rail or inland waterway between such Premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred or in the aggregate 10 per cent of the Sum Insured by Items under Contents and Stock hereof or €33,000 whichever is the less in respect of any such transfers at any one time.

MORTGAGES

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

NON-INVALIDATION CLAUSE

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

NOTICE OF UNOCCUPANCY

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

PUBLIC AUTHORITIES' CLAUSE

20. Subject to the following special conditions the insurance by items under Buildings and Contents extends to include such additional cost of reinstatement of the lost destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas/Parliament or with Bye-Laws of any Public Authority excluding
 - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
 - (i) in respect of DAMAGE occurring prior to the granting of this extension
 - (ii) in respect of loss destruction or damage not insured by the **Policy**
 - (iii) under which notice has been served upon the **Insured** or any leasee tenant or sub-tenant prior to the happening of the DAMAGE
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged
 - (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any other aforesaid Regulations or Bye-Laws not arisen
 - (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the

property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

Special Conditions

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

SECURITY

21. It is a condition that whenever the Premises are left without a responsible adult therein:
 - (a) all locks bolts and other protective devices are in full operation
 - (b) all keys (including those relating to any part of the Intruder Alarm System) are
 - (i) removed from the Premises or
 - (ii) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises
 - (c) all combination numbers of safes must be held in the custody of the **Insured** or an authorised **Employee** and must be removed from the Premises.

RE-ERECTION OF PLANT AND MACHINERY

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

REINSTATEMENT MEMORANDUM

23. Subject to the following special conditions the basis upon which the amount payable in respect of property insured by items under Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed provided the liability of **The Company** is not increased may be carried out
 - (i) in any manner suitable to the requirements of the **Insured**
 - (ii) upon another site
- (b) in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

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

REINSTATEMENT OF THE AMOUNT OF ANY LOSS

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

REMOVAL OF DEBRIS

25. It is understood that the insurance of this Section extends to include costs and expenses necessarily incurred by the **Insured** with the consent of **The Company** in:
 - (a) Removing debris
 - (b) Dismantling and/or Demolishing
 - (c) Shoring-up or Propping

of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other Contingency hereby insured against.

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

- (i) in no case exceed the Sum Insured thereby
- (ii) in respect of stock, be limited to 10% of the respective stock Sum Insured or €33,000 whichever is the lesser.

The Company will not pay for any costs or expenses

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area

immediately adjacent to such site

- (ii) arising from pollution or contamination of property not insured by this **Policy**.

RENT

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

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

- 27. Conditions applicable in the absence of any more specific conditions stated in the schedule:

- 27.1 No painting or other surface treatments involving the use of highly flammable liquids other than in accordance with the recommendations agreed between the **Insured** and **The Company** in connection with Spraying and other Painting Processes involving the use of Highly Flammable Liquids
- 27.2 All trade waste to be removed outside the Buildings daily.
- 27.3 Any firebreak doors or shutters must be kept closed except during working hours and be maintained in efficient working manner
- 27.4 No oils spirits or grease, for lubricating or cleaning purposes, beyond what is required for one days use to be stored or deposited.

N.B. – 25 litres of oil, 1 litre of spirits and 3 kilograms of grease allowed.

SPONTANEOUS COMBUSTION

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

SUBROGATION WAIVER

- 29. In the event of a claim arising under this Section **The Company** agrees to waive any rights remedies or relief to which they may become entitled by subrogation rights against
 - (a) Any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the **Insured** as defined in Section 155 of the Companies Act 1963
 - (b) Any company which is a Subsidiary of a Parent company of which the **Insured** are themselves a subsidiary in each case within the meaning of Section 155 of the Companies Act 1963.

TEMPORARY REMOVAL CLAUSE

30. Temporary Removal Clause:

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

TEMPORARY REMOVAL (DOCUMENTS)

31. The insurance of deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the **Insured's** occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland.

This extension does not apply to

- (a) computer systems records
- (b) property in so far as it is otherwise insured.

TEMPORARY REMOVAL (COMPUTER SYSTEMS RECORDS)

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

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

WORKMEN

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

INFLATION PROTECTION

34. **The Company** reserves the right to adjust the sums insured under this section (excluding stock) at each renewal in line with suitable indices* and where this is done the renewal premium for this section will be based on the adjusted sums insured.

*For example the Society of Chartered Surveyors, CSO, The Department of Environment and the Consumer Price Index

TRANSMISSION LINES EXCLUSION

35. **The Company** will not cover the **Insured** for loss, destruction or DAMAGE to any kinds of above or below ground conductors (e.g. transmission and distribution lines) including wires, cables, poles, scaffolding, pylons and masts or any property forming a part thereof or connected therewith and including substations and transformer stations unless such conductors for which the **Insured** carries the risk are located no further than 1000 meters from an insured plant of this **Insured**.

This exclusion includes but is not limited to conductors for the transmission or distribution of electrical energy, telephone or telegraphic signals, and all communication signals whether audio or visual.

Section 2 – Business Interruption

(Applicable only if specified in the Schedule)

Insuring Clause

This cover is applicable to the **Insured's Business** and Premises specified in the schedule

In the event of the **Business** carried on by the **Insured** at the Premises being interrupted or interfered with as a consequence of **DAMAGE** (being loss or destruction of or damage to property used by the **Insured** at the Premises for the purpose of the **Business**) by any of the Contingencies A-L specified as being insured in Section 1 then **The Company** will pay to the **Insured** in respect of each item shown as insured in the schedule the amount of loss resulting from such interruption or interference provided that the liability of **The Company** shall not exceed

- (i) in respect of Increase in Cost of Working/Gross Profit/Rent Receivable the sum insured by each item
- (ii) 133 1/3% of the Sum Insured on Estimated Gross Profit
- (iii) in respect of each other item its sum insured

as stated in the schedule at the time of the **DAMAGE**.

In respect of **Increase in Cost of Working**

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

Inner limit of liability:

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

In respect of **Gross Profit**

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

a) **In respect of Reduction in Turnover**

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

b) **In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of **DAMAGE** but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

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

Underinsurance

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

Turnover

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

Gross Profit

The amount by which –

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

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

Uninsured Working Expenses

Purchases (less discounts received) and discounts allowed.

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

Rate of Gross Profit

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

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

Annual Turnover

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

Standard Turnover

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

In respect of **Rent Receivable**

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

(a) **In respect of loss of Rent Receivable**

the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Rent Receivable

(b) **In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the **Business** normally payable out of Rent Receivable which cease or reduce in consequence of the DAMAGE provided that

Underinsurance

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

Rent Receivable

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

Annual Rent Receivable

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

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

Standard Rent Receivable

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

In respect of **Estimated Gross Profit**

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

a) **In respect of Reduction in Turnover**

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

b) In respect of Increase in Cost of Working

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

Turnover

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

Gross Profit

The amount by which –

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

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

Estimated Gross Profit

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

Uninsured Working Expenses

Purchases (less discounts received) and discounts allowed

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

Rate of Gross Profit

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

Standard Turnover

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

to which such adjustments shall be made as may be necessary to provide for the trend of the **Business** and for variations in 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

PROVISIONS APPLICABLE TO ALL ITEMS UNLESS OTHERWISE STATED

DEFINITIONS

Contingencies

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

Indemnity Period

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

Maximum Indemnity Period

As stated in the schedule.

Premises

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

MATERIAL DAMAGE PROVISIO

The Insurance under this section is subject to the proviso that at the time of the happening of the DAMAGE there shall be in force an insurance covering the **Insureds'** interest in the property at the premises against such DAMAGE and that payment shall have been made or liability admitted therefore under such insurance or that payment would have been made or liability would have been admitted but for the existence of an exclusion of the first part of any loss under such other insurance.

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

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

SPECIAL CONDITIONS

1. Cover Avoided

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

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

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

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

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

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

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

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

The premium paid is provisional and is based on the Estimated Gross Profit for the financial year most nearly concurrent with the **Period of Insurance**. The **Insured** shall furnish to **The Company** not later than six months after the expiry of each **Period of Insurance** a declaration confirmed by the **Insured's** Auditors of the Gross Profit earned during the financial year most nearly concurrent with the **Period of Insurance**. If any **DAMAGE** shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by **The Company** for the purpose of premium adjustment by the amount by which the Gross Profit was reduced during the financial year solely in consequence of the **DAMAGE**.

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

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

4. Renewal Clause

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

EXTENSIONS

The following Extensions shall apply to this Section but the maximum indemnity period under this cover shall be 12 weeks any one **Period of Insurance** commencing from the date of the damage. **The Company's** liability for any one claim will not exceed €7,500 in respect of any one claim.

DAMAGE as insured by this cover includes:

1. Suppliers Customers and Property Stored

(but only in respect of those suppliers/customers disclosed by the **Insured** and located within the **Policy Territories**)

- a) the premises of any of the **Insured's** suppliers manufacturers or processors of components goods or materials but excluding the premises of any public supply undertaking from which the **Insured** obtains electricity, gas, water or telecommunications services
- b) the premises of any of the **Insured's** customers with whom the **Insured** has a contract or trading relationship to supply goods or services
- c) premises not in the occupation of the **Insured** where property of the **Insured** is stored.

2. Contract Sites

Any situation within the **Policy Territories** not in the occupation of the **Insured** where the **Insured** is carrying out a contract

3. Prevention of Access

Interruption caused by damage to property within a 1 mile radius of **your** premises, caused by contingencies listed in Section 1 - Material Damage, which prevents all access to or the use of **your** premises whether **your** premises or **your** property suffers damage or not.

We will not cover loss, destruction 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 these services.

The insurance provided by this extension shall only apply for the period starting with the prevention of access and is limited to 12 weeks or €7,500, whichever is less, during any one **Period of Insurance**.

4. Public Utilities

The Company will cover the **Insured** for any loss insured by this section resulting from interruption of or interference with the insured **Business** caused by the accidental failure of:

- (a) the public electricity supply at the **Insured's** supplier's land based generating station or sub station
- (b) the public gas supply at the **Insured's** supplier's land based premises
- (c) the public water supply at the **Insured's** supplier's land based waterworks or pumping station
- (d) the public telecommunications services at the **Insured's** supplier's land based premises

from which the **Insured** obtains electricity, gas, water or telecommunications services, provided the **Insured's** supplier is situated within the **Policy Territories**, where such accidental failure is a direct result of damage caused by an insured contingency A-K under the material damage section.

CLAUSES

1. Professional Accountants

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

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

2. Payments on Account

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

3. Accumulated Stocks

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

4. Alternative Trading Clause

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

5. Uninsured Standing Charges Clause

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

6. Departmental Clause

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

7. Automatic Reinstatement

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

Section 3 - Money

(Applicable only if specified in the Schedule)

Insuring Clause

The Company will indemnify the **Insured** against:-

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

DEFINITIONS

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

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

The Situation:-

- (a) In Transit
- (b) At any of **Insured's** sites of contract during **Business Hours**
- (c) In residence of the **Insured** or any partner director or **Employee** of the **Insured**
- (d) In the Premises
- (e) In bank night safes and thereafter within bank premises until at banks risk.

All within the Republic of Ireland, Northern Ireland or the United Kingdom.

Limits of Liability

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

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

Exceptions

This Section does not cover:

1. any loss arising from fraud or dishonesty of the **Insured's Employees** not discovered within seven working days after the event
2. shortages due to error or omission
3. losses covered by a policy of fidelity guarantee insurance
4. loss from an unattended **Vehicle**
5. any loss not notified to **The Company** within seven days after the event
6. any loss due to dishonoured cheques or unexplained shortages.

Special Conditions

1. Reasonable Precautions

Reasonably Precautions (as per General Condition 3 of this **Policy**) are understood

- (a) to include the removal off the premises out of **Business Hours** of keys to safes and strongrooms
- (b) to extend to the selection and supervision of **Employees**.

2. The interest of the Insured

The interest of the **Insured** under this Section shall not be assignable except with the written consent of **The Company**.

3. Custodians Clause

It is a condition that Money in transit as insured under Limit of Liability A(v) is accompanied by one or more Custodians in accordance with the following Scale:-

SCALE

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

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

Note 2: A Custodian is defined as a person who

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

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

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

4. Requirement to Record Cheques etc.

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

5. National Lottery Tickets

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

- (a) immediately on receipt thereof
- (b) as regards the first and last ticket sold each day

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

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

Section 4 – Employers Liability

(Applicable only if specified in the Schedule)

Insuring Clause

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

Limit of Indemnity

The total amount payable for all damages including **Claims Costs** in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the schedule.

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

Extensions Applicable To Employers Liability Section

1. Indemnity to Principals

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

Provided that

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

2. Personal Representatives

In the event of the death of the **Insured The Company** will indemnify the **Insureds'** legal personal representatives against legal liability as defined in the Insuring Clause

Provided that

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

3. Indemnity to Other Persons

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

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

Provided that

- (i) such persons are not entitled to indemnity under any other policy
- (ii) such persons shall as though they were the **Insured** observe fulfil and be subject to the terms Exclusions and Conditions of this **Policy**
- (iii) nothing in this Extension will operate to increase **The Company's** liability beyond the amount for which **The Company** would have been liable had this Extension not applied.

4. Safety Health and Welfare at Work Act 2005

The Company will indemnify the **Insured** or at the request of the **Insured** an **Employee** or partner or director of the **Insured** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the **Period of Insurance** including legal costs and expenses incurred with the consent of **The Company** in an appeal against conviction arising from such proceedings. Provided that **The Company** shall not be liable for the payment of fines or penalties.

5. Work Overseas

The Company will indemnify the **Insured** in respect of legal liability for **Bodily Injury** caused to an **Employee** as defined in the Insuring Clause arising within any member country of the European Union outside of the **Territorial Limits** where an **Employee** is on a temporary visit for the purpose of carrying out non-manual work in the course of the **Business**.

Provided that

- (a) such **Employee** is normally resident within the **Territorial Limits**
- (b) **The Company** will not indemnify the **Insured** in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation.

Exclusions Applicable to Employers Liability Section

1. Offshore Installations

The Company will not indemnify the **Insured** in respect of any claim(s) for damages for **Bodily Injury** caused during any **Period of Insurance** and sustained by any **Employee**

- (a) on any offshore installation or support or accommodation vessel for any offshore installation or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation.

2. Road Traffic Act Liability

The Company will not indemnify the **Insured** in respect of any liability for which compulsory insurance or security is required under any Road Traffic Act or any legislation amending or replacing any such Act.

Conditions Applicable to Employers Liability Section

Avoidance and Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in any of the **Policy Territories**. But the **Insured** shall repay to **The Company** all sums paid by **The Company** which **The Company** would not have been liable to pay but for the provisions of such law.

Section 5 - Public & Products Liability & Service Indemnity

(Applicable only if specified in the Schedule)

Insuring Clause

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

- (a) **Bodily Injury** to any person
- (b) **Nuisance**
- (c) Loss of or damage to material property

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

Limit of Indemnity

The total amount payable for all damages including **Claims Costs** shall not exceed the Limit of Indemnity stated in the schedule in connection therewith in respect of:

- (i) Any one occurrence under Service Indemnity
- (ii) Any one occurrence or all occurrences of a series consequent on one original cause under Public Liability
- (iii) all occurrences during any one **Period of Insurance** under Products Liability

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

Extensions applicable to the Public & Products Liability & Servicing Indemnity Section

1. Satisfactory Quality

Notwithstanding Exclusion 11 **The Company** will indemnify the **Insured** against legal liability to pay compensation

- (a) to a consumer who purchases any goods sold (applicable only if Products Liability is shown as covered in the schedule)
- (b) arising out of Servicing (applicable only if Service Indemnity is shown as covered in the schedule)

by the **Insured** during the **Period of Insurance** in connection with the **Business** where such goods or Servicing are proved not to be of satisfactory quality

Provided that

- (i) the maximum liability of **The Company** in respect of any one claim shall be €130,000 inclusive of all costs and expenses unless otherwise specified in the schedule
- (ii) **The Company** shall not be liable for the costs of replacing repairing or recalling the goods sold or of rectifying the original Servicing giving rise to the liability
- (iii) all work is checked by a qualified Motor Mechanic before **Vehicles** are released to customers, and
 - all apprentices are supervised by a qualified Motor Mechanic
 - all servicing records are kept in relation to all repairs and servicing including the supply and sale of spare parts and accessories for the period of two years and are available for inspection by **The Company** at any time
 - all **Vehicles** are fully serviced in accordance with the manufacturer's guidelines before sale and all such servicing records are kept for a period of two years and are available for inspection by **The Company** at any time.

2. Indemnity to Principal

Provided **The Company** agrees in writing the definition of "**Insured**" extends to include any party in respect of whom indemnity is required under any contract lease or other agreement entered into by the **Insured** in the course of the **Business** to the extent that indemnity is provided under the **Policy**.

The Company may require the **Insured** to give full details of such contract lease or other agreement before agreeing to this extension and the **Insured** shall pay any additional premium **The Company** may require.

3. Work Overseas

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

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

4. Leased and Rented Premises

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

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

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

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

5. Movement of Obstruction Vehicles

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

Provided that

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

Exclusions applicable to the Public & Products Liability & Servicing Indemnity Section

The indemnity provided by this Section does not apply to:

1. the cost of making good damage to property:
 - (a) belonging to the **Insured** or
 - (b) being that part of any property upon which the **Insured** has carried out work or is at the date of the occurrence carrying out work and arising out of such work
 - (c) being that part of any **Product** giving rise to a claim

2. liability arising from:
 - (a) any vessel or craft made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the **Insured**
 - (b) the loading or unloading of such vessel or craft.

3. liability arising from or caused by the ownership possession or use by or on behalf of the **Insured** of mechanically propelled **Vehicle** or plant except where a licence for road use or a certificate of motor insurance or other security is not required or:
 - (a) where usage is at any premises of the **Insured** or
 - (b) where usage is as a tool of trade at any contract site where the **Insured** is working or
 - (c) the loading or unloading of such **Vehicle** or plant

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

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

- b) the cost of removing nullifying or cleaning up of pollutants
- c) fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants

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

- (i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place and
- (ii) is indemnified in not more than one annual period of original insurance
- (iii) The public liability limit of indemnity is the maximum amount we will pay for all damages as a result of all occurrences during any one **Period of Insurance** caused by or originating from release or escape of pollutants.

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

11. liability for financial loss arising out of loss unaccompanied by either
 - (a) Injury
 - (b) Damage.
12. liability in respect of loss of or damage to any property or persons following the sale or supply of remould tyres or part worn/second hand tyres by the **Insured**.
13. liability caused by or arising from a **Product** which is for use in or supply to the United States of America or Canada.
14. liability for fines penalties punitive or exemplary damages.
15. liability caused by or arising from a deliberate act or omission of the **Insured** and which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such actor omission.
16. liability caused by or arising from a defect in a **Product** which was known to the **Insured** prior to the inception date of this insurance or which comes to the attention of the **Insured** during the **Period of Insurance** and has not been notified to **The Company** under General Condition 2, or the Claims Conditions of this **Policy**.
17. liability directly or indirectly caused by or contributed to or arising from any wrongful arrest detention imprisonment or eviction of any person or wrongful accusation of shoplifting.
18. and does not cover any actual or alleged liability howsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.
19. liability arising from the failure or partial failure of any commodity, article or thing supplied to perform the function for which such commodity article or thing was intended.
20. claims caused by or arising from any services in, or on
 - (a) aircraft
 - (b) airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Section 6 – Vehicles in Transit

Definitions

Where **we** have explained what a word means it will be highlighted in bold and will have the same meaning wherever it is used in this section.

These definitions are in addition to the General Definitions.

If the same word appears in both the **Policy** and this section, the definition in this section will apply.

Any one event	Any one claim or series of claims attributable to one original cause.
Enclosed premises	A locked building or a compound, bound on each side by a substantial concrete wall or metal fence and having a locked gate.
Excess	The amount you must pay as the first part of each claim.
Subject Matter	Mechanically propelled vehicle(s) belonging to you or for which you are responsible, relating to the Business shown in the schedule.
Subject Matter sum insured	The maximum we will pay for the subject matter on any one vehicle which is shown on the schedule.
Unattended	A vehicle will be considered unattended if you or the person in charge of the vehicle are not in a position as to have reasonable prospects of preventing loss or damage.
Vehicle(s)	Recovery Truck and purpose-built Car Transport Trailer belonging to you
We/us	AXA Insurance dac
You/Your	The Insured named in the schedule.

What is covered

The section, subject to the terms contained or endorsed within, extends to provide cover against loss of or damage to a maximum of two **subject matters** whilst in transit on a **vehicle** within the **Territorial Limits**. The most **we** will pay is the **subject matter sum insured** shown in the schedule.

Cover commences when the **subject matter** is lifted by **you** or **your Employees**, immediately prior to loading and continues until the **subject matter** is placed in position by **you** or **your Employees** at the destination, including loading and unloading.

Expenses

We will pay expenses reasonably incurred by **you** up to a maximum limit of €1,000 in respect of **any one event** in respect of:

- the removal of debris and site clearance of the **subject matter** damaged, whilst in transit from the immediate area of the site where the damage occurred;
- transferring the **subject matter** to any other vehicle, following fire, collision, overturning or impact of the conveying **vehicle** including carrying the **subject matter** to the original destination or to the place of collection.

Reinstatement of sum insured

We will automatically reinstate the **subject matter sum insured** shown in the schedule for this section from the date of any loss, unless written notice to the contrary is given by **us**.

What is not covered

We will not pay for:

1. Loss or damage directly or indirectly caused by or arising from depreciation, delay, inadequate documentation or consequential loss;
2. Loss or damage to money, securities for money (which includes certificates of bond, stock certificates, bills of exchange or promissory notes), stamps, watches, precious stones, jewellery, bullion, gold and silver articles, laptop computers, computers, televisions, cigars, cigarettes, wines or spirits;
3. The **Excess** shown on the schedule;
4. Loss or damage resulting from theft or attempted theft from any **unattended vehicle**;
5. Loss or damage caused by the insufficiency or unsuitability of the stowage arrangements of the **subject matter**;
6. Loss or damage whilst the **subject matter** is under its own power;
7. Loss or damage caused by mechanical and/or electrical breakdown or derangement of the **subject matter** unless caused by external means;
8. Loss or damage whilst the **subject matter** is left loaded overnight or over weekend at any location other than an **enclosed premises**;
9. Loss or damage caused by scratching, chipping or denting;
10. Loss or damage caused by wilful misconduct, theft or dishonesty committed by **you** or **your Employees**;
11. Loss or damage caused by rust, discolouration or oxidation.

Conditions

In addition to the **general conditions** noted in the **Policy** booklet, the following **conditions** also apply. **You** must comply with all the **conditions** to have the full protection of **your Policy**. **Conditions** may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these **conditions** could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

1. Your duty of care

You must take all reasonable care to prevent and minimise any loss by:

- i. Maintaining the **vehicle(s)** in a roadworthy condition and ensuring that they are suitable and safe for the purpose for which they are used;
- ii. Taking reasonable care in the selection of **Employees** by obtaining references and providing instruction to and supervision of **Employees**;
- iii. Complying with any regulation imposed by any lawful authority.

2. Average

If at the time of any loss or damage the total value of the **subject matter** on the conveying **vehicle** to which this insurance relates exceeds the **subject matter sum insured** shown on the schedule, then **you** shall be deemed **your** own insurer for the difference and will be responsible for a proportional share of the loss or damage accordingly.

3. Basis of valuation

In respect of claims for total loss of the **subject matter** owned by **you**, the basis of valuation shall be (irrespective of written down book value) the original cost price (including taxes and duties attaching) diminished by 10% for each calendar year of ownership or diminished by such similar percentage than 10 pro rata to the time actually owned if less than one year. In respect of other claims of the **subject matter**, the basis of valuation shall be the market value at the time of the loss.

4. Basis of claims settlement

This will normally be a payment in money but **we** have the option to repair, replace or reinstate the **subject matter** lost or damaged.

In the event of loss or damage to any part of the **subject matter** **we** will only pay the value of the part actually lost or damaged including any replacement charges.

Section 7 – Computer All Risks

(Applicable only if specified in the Schedule)

DEFINED TERMS

Meanings of defined terms

These meanings apply within the **Computer All Risks** section. If a word or phrase has a defined meaning it will be highlighted in bold print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout the **Policy**, and not just this section, can be found within the General Definitions section of the **Policy**.

Computer Equipment

1. All **computer equipment** (including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data) but excluding any such **computer equipment** controlling a manufacturing process or unless detailed in the **Insured's** schedule **Portable Computer Equipment**.
2. Ancillary Equipment solely for use with the **Computer Equipment** comprising air conditioning equipment, generating Equipment, uninterruptable power supply voltage regulating equipment, temperature and humidity recording equipment, electronic access equipment, heat smoke and water detection equipment, lightning and transient over voltage protection devices, computer furniture gas flooding cylinders and pipe work and computer room partitioning
3. **Proprietary Software Programs** and other information stored upon fixed disks
4. All current and back up computer records (excluding paper records of any description) incorporating stored programs and/or information thereon) owned by or on **Deferred Purchase** leased hired or rented to the **Insured** or whilst on trial with a view to purchase by the **Insured**

Proprietary Software Programs

The package of software programs purchased by the **Insured** with the **Computer Equipment** at the original date of purchase plus any subsequent upgrades excluding any bespoke computer software without **The Company's** prior consent.

Deferred Purchase

An arrangement whereby the **Insured** enters into an agreement which entitles the **Insured** to defer payment for **Computer Equipment** for a period exceeding 90 days (or a period in excess of usual trade credit).

Indemnity Period

The period beginning with the occurrence of an **Insured Event** and ending not later than the number of months thereafter shown in the schedule during which the computer operations are affected as a result of the **Insured Event**.

Loss of Interest

- (i) interest payable in respect of loans raised
- (ii) interest foregone on reduction in investment capital in lieu of loans raised as a direct result of minimising or to minimise the effect of the interruption or interference

Insured Event

1. Damage insured under Part 1 and/or Part 2 of this Section
2. Accidental loss or erasure of programs and/ or information insured under Part 2 of this Section
3. Damage where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance rental hire or lease or any provision in an agreement for the supply of the **Computer Equipment**
4. **Damage** to any item of Category 1 or 2 of the **Computer Equipment** due to its own breakdown or derangement
5. The accidental failure or fluctuations of the supply of electricity to Categories 1 and 2 of the **Computer Equipment** at the **Premises** in which the **Computer Equipment** is situated
6. the accidental failure of any telecommunications system (other than satellite systems) used in connection with the **Computer Equipment**
7. The **Insured** being denied access to the **Computer Equipment** due to
 - (i) **Damage** to the **Computer Equipment** at or in the vicinity of the **Premises**
 - (ii) the exercise by any authority of its powers for the sole purpose of safeguarding life or property

Damage/damaged

Accidental loss, destruction or **damage**

Portable computer equipment

1. Laptops, palmtops and notebooks
2. Personal digital assistants (PDAs)
3. Media and other peripheral devices which are designed to be carried and used in conjunction with other portable computer equipment
4. Removable satellite navigation systems
5. Digital cameras.

WHAT IS COVERED

The Company agree if any **Computer Equipment** described in the schedule is lost destroyed or **damaged** at the **Premises** or within the **Policy Territories** **The Company** will pay the **Insured** the amount of the **damage** or at **The Company's** option replace or repair the **Computer Equipment** or any part of it.

Part 1 – Computer Equipment Indemnity

The Company agree if any **Computer Equipment** described in the schedule is lost destroyed or **damaged** at the **Premises** or within the **Policy Territories** **The Company** will pay the **Insured** the amount of the **damage** or at **The Company's** option replace or repair the **Computer Equipment** or any part of it.

Portable Computer Equipment

The Company will cover the Insured for damage to any Portable Computer Equipment described in the Insureds' schedule occurring during the Period of Insurance whilst worldwide. The cover provided applies whilst in transit between any situations worldwide (including whilst in transit by sea or air) provided that:

1. The Company's liability for Portable Computer Equipment away from the Premises will not exceed the lesser of:
 - (a) the sum insured shown in the Insureds schedule for Portable Computer Equipment or €5,000 any one loss or series of losses arising out of theft or attempted theft
 - (b) €10,000 in respect of any other loss
2. Portable Computer Equipment must at all times be carried as hand luggage when in transit other than by private motor vehicle

Part 2 – Reinstatement of Data

Indemnity

The Company will indemnify the Insured in the event of accidental loss or erasure of programs and/ or information from any contingency not otherwise excluded to property described in paragraphs (c) and (d) of the Definition - Computer Equipment whilst at the Premises

Provided that:

- (a) The Company's liability is limited solely to the cost of reinstating data
- (b) The Company shall not be liable for damage to software insured under Part 1

WHAT IS NOT COVERED

Computer Equipment

The Company will not cover the Insured for damage to

1. equipment manufactured by the Insured for sale.
2. any manufacturing, production or process equipment including linked Computer Equipment.
3. any bespoke software or individually tailored packages unless the Insured have in force a support agreement with the supplier or a third party maintainer approved by the supplier.
4. equipment owned by the Insured's tenant(s).

Consequential Loss

Financial loss of profits loss due to delay and or any consequential loss of any kind whatsoever not specifically insured by this Section

Excess exclusion

The Company will not cover the Insured for the Excess of €300 for each and every loss

External network failure exclusion

The Company will not cover the Insured for any losses caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication networks not owned and operated by the Insured. This exclusion shall not apply to losses caused by or resulting from physical damage, if otherwise insured by this section, to the electrical power supply network, telecommunication networks or other property.

Guarantee or maintenance agreement exclusion

The Company will not cover the Insured for damage recoverable under the maintenance agreement or any warranty or guarantee or which would be recoverable but for breach of the Insured's obligations under the agreement.

Gradually operating causes exclusion

The Company will not cover the Insured for damage caused by depletion, deterioration, corrosion, erosion, wear and tear or other gradually developing conditions (but any such damage resulting from an accident will be covered).

Clauses applicable to Parts 1 and 2

Reinstatement

In the event of the Property Insured by Parts 1 and 2 being destroyed or damaged the amount payable shall be the reinstatement of the property

For this purpose reinstatement shall mean

- a) Where any item of Computer Equipment suffers damage to the extent that repair is uneconomic or impractical its replacement by new Computer Equipment of equal performance and/or capacity or if such be impossible its replacement by Computer Equipment having the nearest higher performance and/or capacity to the Computer Equipment lost or damaged
- b) Where the Computer Equipment suffers damage the repair of damage and the restoration of the damaged portion of the Computer Equipment to a working condition substantially the same as but not better or more extensive than its condition when new provided that:
 - (i) The Company's liability for loss of or damage to Computer Equipment shall not exceed the Sum Insured stated in the schedule or additionally provided under the Automatic Cover Condition
 - (ii) The work of Reinstatement commences and is carried out without unreasonable delay
 - (iii) No payment beyond the amount which would have been payable if this Condition had not been incorporated shall be made until the cost of Reinstatement shall have been incurred
 - (iv) No payment beyond the amount which would have been payable if this Condition had not been incorporated shall be made if at the time of any damage to the same Computer Equipment insured it shall be covered by any other insurance effected by or on behalf of the Insured which is not upon a Reinstatement basis
 - (v) Each item insured is declared to be separately subject to the following condition of average namely:-If at any time of Reinstatement the sum representing 85% of the cost which would have been incurred in Reinstatement in the

event there had been a total loss exceeds the Sum Insured or any further increase allowed under the provisions of the Automatic Cover Clause at the time of **damage** to the **Computer Equipment** the **Insured** shall be considered as being their own insurer for the difference and bear a rateable proportion of the **damage** accordingly

- (vi) Where by reason of the above provisions no payment is made beyond the amount which would have been payable if this Condition had not been incorporated the rights and liability of both **The Company** and the **Insured** in respect of the **damage** shall be subject to the terms and conditions of this **Policy** as if this Condition had not been incorporated

Limit of Liability

The Company's liability under Parts 1 and 2 shall not exceed

- (i) in the whole the total sum insured or in respect of any item its sum insured at the time of the **damage**
- (ii) the sum insured remaining after deduction for any other interruption or interference consequent upon **damage** occurring during the same **Period of insurance** unless **The Company** shall have agreed to reinstate any such sum insured

Extensions of Cover applicable to Parts 1 and 2

The Cover extends to include:

Debris Removal Costs

Costs necessarily and reasonably incurred with **The Company's** consent in removal of debris and the protection of the machinery consequent upon **damage** insured by this Section provided **The Company's** liability under this extension shall not exceed 10% of the Sum Insured under Part 1 or €5,000 whichever is the less

Consulting Engineers Fees and Investigation Costs

Costs (including consulting engineers fees) incurred with **The Company's** prior consent in conducting investigations and/or tests into possible repair replacement or reinstatement of **Computer Equipment** suffering **damage** regardless of whether such investigations and/or tests are successful or not

Temporary Repairs

Costs necessarily and reasonably incurred in making temporary repairs upon and/or expediting the repair reinstatement or replacement of insured items as a result of **damage** (but excluding costs recoverable under Part 3) provided that **The Company's** liability shall not exceed 10% of the cost of such loss or **damage** or €5,000 whichever is the less

Automatic Cover

Additional **Computer Equipment** belonging to the **Insured** or for which the Insured are responsible at any existing **Premises** shown in the schedule until the next renewal date at no additional charge provided that **The Company's** liability under this Clause does not exceed €50,000 at any one **Premises** or 10% of the sum insured under Part 1 whichever is the less

Incompatibility of Records

Where Reinstatement of Data is insured **The Company** will indemnify the **Insured** in respect of

- a) the cost of modifying the **Computer Equipment** insured under Part 1, or
- b) the cost of replacing the Data Carrying Materials together with Reinstatement of Data whichever is the less as a result of an indemnifiable loss to achieve equivalent compatibility to that existing immediately prior to the loss due to undamaged Data Carrying Materials being incompatible with the replacement **Computer Equipment** provided that:-
 - (i) the replacement **Computer Equipment** is the nearest equivalent to that lost or **damaged**
 - (ii) the amount payable under this Extension shall not exceed 50% of the Sum Insured under Part 2 or €10,000 whichever is the less

Loss Avoidance Measures

Reasonable costs incurred in taking exceptional measures to prevent or mitigate impending **damage** for which indemnity is provided by Parts 1 and 2 provided that

- a) **damage** would reasonably be expected if such measures were not implemented
- b) **The Company** are satisfied that **damage** has been avoided or mitigated by means of the exceptional measures
- c) the amount payable will be limited to the cost of **damage** which would have otherwise occurred
- d) the terms and conditions of this **Policy** apply as if **damage** had occurred
- e) **The Company's** liability under this Extension shall not exceed 10% of the Sum Insured under Parts 1 and 2 or €5,000 whichever is the less

Accidental Discharge of Gas Flooding Systems

The cost of recharging gas flooding systems installed solely for the protection of the **Computer Equipment** following accidental discharge provided that:-

- a) **The Company** shall not be liable under this Extension for any loss as a result of gradual leakage or discharge or drop in pressure
- b) **The Insured** shall maintain at the **Insured's** own expense the gas flooding system in accordance with the suppliers and/or makers recommendations
- c) **The Company's** liability shall not exceed €10,000 any one loss or 10% of the Sum Insured under Part 1 whichever is the less

Research and Development Costs

Costs of re-writing any data processing research or development project(s) to the stage they had reached immediately prior to the **damage** but excluding any benefit to the **Insured** which would have been obtained from completion of the project(s) had the **damage** not occurred provided

- (i) that Part 2 is insured
- (ii) that the amount payable in respect of any one claim shall not exceed the sum insured under Part 2 or €5,000 whichever is the less
- (iii) that the **Insured** have fully complied with the precautions condition.

Temporary Removal Cover

The Company will cover the **Insured** for **damage** occurring during the **Period of Insurance**, to any **Computer Equipment**

detailed in the **Insured's** schedule whilst temporarily removed or in transit between the **Premises** and any other location (including whilst in transit by sea or air but only whilst in the **Insured's** custody, care and control) provided that **The Company's** liability will not exceed €20,000 for any one claim.

This cover does not apply to **Portable Computer Equipment**.

Waste Electrical and Electronic Equipment Directive cover

The Company will cover the **Insured** for the additional costs that the **Insured** incur in order to comply with the Waste Electrical and Electronic Equipment Directive for the disposal of electronic equipment following insured loss or **damage** to hardware provided that **The Company's** liability will not exceed €5,000 for any one claim. This amount is in addition to the limit for Debris removal costs cover.

Special Conditions applicable to Parts 1 and 2

Unattended Vehicle Security

It is a condition under Parts 1 and 2 that whilst any item of **Computer Equipment** is being carried in a **Vehicle** which is left unattended

- (i) the doors of the **Vehicle** must be locked and all its windows and other openings fully closed and properly fastened
- (ii) the **Vehicle** must be in a locked garage or locked parking area if left overnight
- (iii) the **Computer Equipment** must be concealed from view in a locked boot where such facilities are available or concealed from view by other secure means where such facilities are unavailable (Secure shall mean security devices which have been approved by Us)

WHAT IS COVERED

Part 3 – Increase in Cost of Working

Indemnity

If the computer operations of the **Business** are interrupted or interfered with due to the occurrence during the **Period of Insurance** of an **Insured Event** **The Company** will pay as Increase in Cost of Working the additional expenditure necessarily and reasonably incurred by the **Insured** (including **Loss of Interest**) during the **Indemnity Period** in consequence of such interruption or interference **The Company's** liability shall not exceed in any one **Period of Insurance**

- a) the sum insured stated in the schedule and/or
- b) in respect of any **Loss of Interest** 10% of the sum insured stated in the schedule

Clauses applicable to Part 3

Additional Rental

In addition to the limit of **The Company's** liability under this Part **The Company** will indemnify the **Insured** against the payment of additional lease or rental charges up to an amount not exceeding €10,000 arising out of the replacement of a lease/hire agreement in respect of the **Computer Equipment** by a new contract for similar **Computer Equipment** and consequent upon **damage** insured under Part 1 of this Section

Professional Accountants Charges

Any particulars or details contained in the **Insured's** books of account or other business books or documents which may be required under Back-up of records condition for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the **Insured** and their report shall be prima facie evidence of the particulars and details to which such report relates **The Company** shall pay to the **Insured** the reasonable charges payable by the **Insured** to their professional accountants for producing such particulars or details of any other proofs information or evidence as may be required by **The Company** under the terms of Back-up of records condition and reporting that such particulars or details are in accordance with the **Insured's** books of account or other business books or documents

Provided that the sum of the amount payable under this clause and the amount otherwise payable under this Part shall in no case exceed **our** liability as stated

Current Cost Accounting

For the purpose of this Part any adjustment implemented in current cost accounting shall be disregarded

Value Added Tax

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

WHAT IS NOT COVERED

This Part does not cover:

1. Costs of Reinstatement of Information

Costs of reinstatement of programs and/or information onto Computer Records and/or Fixed Disks

2. Exclusion Periods

Increase in Cost of Working incurred during i) the first 24 hours following breakdown or derangement of any item of Category (a) of the Definition **Computer Equipment** if a maintenance rental hire or lease agreement is not in force on such item - **Insured Event** (iii) refers ii) the first 30 minutes in respect of failure of the supply of electricity - **Insured Event** (v) refers iii) the first 4 hours in respect of failure of telecommunications equipment - **Insured Event** (vi) refers

3. Deliberate Supply/Service Withdrawal

The deliberate act of the **Insured** or any supply authority nor the exercise by any such supply authority of its power to withhold or restrict operation of the supply or system nor the inability of the **Insured's** or any such authority to maintain the supply or system due to industrial action by any of its employees

4. Acts of Telecommunications Authorities

The failure of any telecommunications system directly or indirectly due to

- a) the deliberate act of any telecommunications authority or the exercise by any authority of its powers to withhold or restrict operation of the system or the inability of the authority to maintain the system due to industrial action by its employees
- b) the use by the **Insured** of any equipment which is not approved by the telecommunications authority as properly installed and compatible

Special Conditions applicable to Part 3

Alterations

This Part shall be avoided if after the commencement of this insurance the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued

Clauses applicable to Parts 1, 2 and 3

Waiver of Subrogation Rights

The cover provided by this Section is extended to indemnify the categories of users shown below and **The Company** waive rights of recovery or subrogation against:-

- (i) any parent company of the **Insured**
- (ii) any subsidiary company of the **Insured**
- (iii) any subsidiary company of a parent company of whom the **Insured** are a subsidiary
- (iv) any user of the **Computer Equipment** explicitly authorised by the **Insured**

provided that

- a) any users so included observe and fulfil the terms and conditions of this **Policy** as if they were the **Insured**
- b) the **Insured** do not receive any form of indemnity or **damages** from such users

Automatic Reinstatement

Sums Insured or Limits of Indemnity will be reinstated from the date of occurrence of any claim at additional premium **The Company** will waive the additional premium if the cost of the claim does not exceed €25,000

Section conditions

These conditions of cover apply only to this section. The **Insured** must comply with the following conditions to have the full protection of the **Insured's Policy**. Conditions may specify circumstances whereby non-compliance will mean that the **Insured** will not receive payment for a claim. However the **Insured** will be covered and **The Company** will pay the **Insured's** claim if the **Insured** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the **Insured** are unsure about any of these conditions or whether the **Insured** need to notify **The Company** about any matter, please contact **The Company**.

Back-up of records condition

The **Insured** will maintain a minimum of 2 generations of **verified** back-up computer records taken at intervals no less frequently than 48 hours and take all reasonable precautions to store and maintain records in accordance with the maker's recommendations.

If the **Insured** do not comply with this condition the **Insured** will not be covered and **The Company** will not pay the **Insured's** claim.

Precautions condition

The **Insured** will exercise due diligence in:

1. complying with any statute or order
2. ensuring that insured items are properly maintained and used in accordance with manufacturers recommendations and in taking reasonable precautions to prevent loss or **damage**.

If the **Insured** do not comply with this condition the **Insured** will not be covered and **The Company** will not pay the **Insured's** claim.

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