

This is a summary of the changes that have been made to the KennCo Garage Combined Policy Booklet with effect from August 1st, 2023. This is a summary document only intended to assist Insurance Brokers in advising their clients, however for full detail on the cover provided and for the exact wordings for each of the mentioned sections, please refer to the Policy Schedule including endorsements and the Policy Booklet.

Old Page Number	New Page Number	Wording Concerned	Policy Section	From	To	Notes for Broker's Understanding
2	3	Sanctions Condition	Important Information	This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of this policy that The Company will not provide cover, or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose The Company, or a parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the Republic of Ireland the European Union, the United States of America or any other territory	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.	Change to Sanctions Condition wording
2	3	The Law Applicable to the Contract	Important Information	The Law Applicable to the Contract Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, the Insurer listed in your Schedule of Cover and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract.	<b>The Law Applicable to the Contract</b> This policy shall be governed by and construed in accordance with the laws of The Republic of Ireland.	Change to the Law Applicable wording
3	5	Warranties	Your Gargage Combined Policy	All Endorsements and Warranties other than the above will be printed on the attached Section Schedules	All Endorsements and Conditions other than the above will be printed on the attached Section Schedules.	Remove reference to warranties as per CICA
4	6	The Policy	General Definitions	N/A	12. <b>Policy</b> means policy wording, schedule, statement of fact and any endorsements attached or issued.	<b>Policy</b> defined
4	6	The Insured	General Definitions	1. <b>Insured</b> means the person company firm or other legal entity named as the Insured in the Schedule.	1. <b>Insured or you/your</b> means the person company firm or other legal entity named as the Insured in the Schedule.	Added <b>you/your</b>
4	6	The Company	General Definitions	N/A	13. <b>The Company or we/us/our</b> means AXA Insurance dac.means AXA Insurance dac.	<b>The Company</b> defined
4	6	Claim Costs	General Definitions	N/A	14. <b>Claim Costs</b> 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.	<b>Claims Costs</b> defined
5, 14, 15	6	Bodily injury	General Definitions	Bodily Injury means accidental bodily injury and includes death, disease, illness and mental anguish	7. <b>Bodily Injury</b> means accidental death, bodily injury, illness or disease.	Definition amended
4	6	Deductible or excess	General Definitions	Deductible or Excess means the amount the Insured shall bear in respect of each and every incident or occurrence as stated in the Schedule. It is a condition precedent to the Company's Liability under the Policy that such amount or any part thereof be furnished by the Insured to the Company on demand. Failure to do so constitutes a breach of condition precedent under the Policy and entitles the Company to refuse indemnification in respect of the entire claim.	5. <b>Deductible or Excess</b> 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.	Removed reference to "conditions precedent"
9	8	3. Reasonable Precautions	General Conditions	Existing wording remains however paragraph added as follows:	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.	Paragraph Added to "Reasonable Precautions"
5, 7	8	Cancellation	General Conditions	The Company may cancel this Policy at any time by giving 14 working days' notice to the Insured's Insurance Broker or by letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium (provided the premium has been paid to the Company) in respect of the unexpired Period of Insurance.	<b>1. Cancellation</b> 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.	Cancellation condition wording updated

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11	14	3. Terrorism Exclusion	General Exclusions	<p>Terrorism</p> <p>5. Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p> <p>This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Company allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured. In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p>	<p><b>3. Terrorism Exclusion</b></p> <p>Loss <b>damage</b> 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:</p> <ol style="list-style-type: none"> <li>1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss</li> <li>2. Any action taken in controlling preventing suppressing or in any way relating to any act of <b>Terrorism</b></li> </ol> <p>If <b>The Company</b> allege that by reason of this Exception any loss <b>damage</b> cost or expense is not covered by this <b>Policy</b> the burden of proving the contrary shall be upon the <b>Insured</b>. In the event any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect.</p> <p><b>Definition – Terrorism</b></p> <p>For the purpose of this exclusion an act of <b>Terrorism</b> 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</p>	Changed Terrorism Exclusion wording
11	14	1. Consequential Loss	General Exclusions	2. Consequential Loss unless otherwise specifically stated in the attached Schedule.	1. Consequential Loss Consequential Loss unless otherwise specifically stated in the Schedule.	Removed the word "attached"
12	14	4. Pollution and Contamination (applicable to Sections 1 & 2)	General Exclusions	<p>Pollution (applicable to Sections 1 &amp; 2) 6. any loss or damage due to contamination sooting deposition impairment with dust chemical precipitation poisoning epidemic and disease including but not limited to foot and mouth disease pollution adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health. This exclusion does not apply if such loss or damage arises out of one or more of the following perils: • Fire Lighting Explosion Impact of Aircraft • Vehicle Impact Sonic Boom • Accidental escape of water from any tank apparatus or pipe • Riot Civil Commotion Malicious Damage • Storm Hail • Flood Inundation • Earthquake • Landslide Subsidence • Pressure of Snow Avalanche • Volcanic Eruption</p>	<p><b>4. Pollution (applicable to Sections 1 &amp; 2)</b></p> <p>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:</p> <p>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.</p>	Change to Pollution Exclusion wording, in particular, wording clarified to reflect that that cover only applies where the listed perils are operative
12	15	6. Date recognition	General Exclusions	<p>Date Recognition 9. There is no liability under this Policy in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any (a) Electrical circuit microchip integrated circuit microprocessor embedded system hardware software firmware program computer data processing equipment telecommunication equipment or system or any similar device (b) Media or systems used in connection with any of the foregoing whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or correct to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of arising from Biological, Chemical and/or Nuclear contamination due to or arising from: 13 (i) recognising using or adopting any data day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above. Exception to Date Recognition Exclusion 10. Provided always that this Exclusion shall not apply to any claim otherwise indemnifiable under this Policy subject to all its terms and provisions comprising of (i) subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and/or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by Fire lightning explosion aircraft and other aerial devices dropped 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 impact by any road vehicle or animal or stealing only where these covers are provided by the Policy The forgoing Exemption to this Date Recognition Exclusion will not apply to any claim arising from any legal liability legal cost or expense of the Insured (ii) Any claim otherwise indemnifiable under this Policy subject to all terms and provisions arising under insurance in respect of Employers Liability.</p>	<p><b>6. Date Recognition</b></p> <p>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</p> <ol style="list-style-type: none"> <li>i) correctly to recognise any date as its true calendar date</li> <li>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</li> <li>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</li> </ol>	Date recognition exclusion updated, in particular to reflect that indirect losses as a result of date recognition are also excluded

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13	15	7. Electronic Risks Exclusion	General Exclusions	<p><b>Electronic risks exclusion</b></p> <p>11. This policy does not cover any liability or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from:</p> <p>1. Damage to or the destruction of any Computer Systems; or</p> <p>2. any alteration, modification, distortion, erasure or corruption of Electronic Data in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a virus or similar mechanism or Hacking or Phishing or Denial of Service Attack.</p> <p>Additional Definitions are:</p> <p>Computer Systems - Computer or other equipment or component or system or item which processes, stores, transmits or receives data.</p> <p>Damage - Damage Accidental loss, destruction or damage.</p> <p>Electronic Data - Electronic data shall mean 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.</p>	<p><b>7. Electronic Risks Exclusion</b></p> <p>Notwithstanding any provision to the contrary within this policy, <b>The Company</b> will not cover the <b>Insured</b> 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:</p> <p>1) Damage to or the destruction of or loss of use of or reduction in functionality of any computer systems; or</p> <p>2) any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of electronic data.</p> <p>in each case whether the <b>Insured's</b> 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.</p> <p><b>The Company</b> will also not cover the <b>Insured</b> 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:</p> <p>(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</p> <p>(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.</p> <p>In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.</p> <p>This exclusion is not applicable to claims under the Employer's Liability section of this <b>Policy</b>.</p> <p><b>Additional Definitions</b> are:</p>	Change to Electronic Risks Exclusion wording
				<p>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.</p> <p>Hacking - Unauthorised access to any computer systems, whether your property or not.</p> <p>Phishing - Any access or attempted access to data made by means of misrepresentation or deception.</p>	<p><b>Computer Systems:</b> 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.</p> <p><b>Damage:</b> Accidental physical loss, destruction or damage.</p> <p><b>Denial of Service Attack:</b> 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.</p> <p>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.</p> <p><b>Electronic Data:</b> 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.</p> <p><b>Hacking:</b> Unauthorised access to any computer systems or electronic data, whether your property or not.</p> <p><b>Phishing:</b> Any access or attempted access to electronic data made by means of misrepresentation or deception.</p> <p><b>Virus or similar mechanism:</b> 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.</p> <p>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.</p>	The above Electronic Risks Exclusion, continued

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14	17	9. The Company will not indemnify the Insured in respect of any liability:	General Exclusions	The Company will not indemnify the Insured in respect of any liability:  13. 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. 14. assumed by the Insured under any contract or agreement unless such liability would have attached to the Insured in the absence of such contract or agreement. 15. in respect of claims for or arising from nervous shock or illness stress or any other psychological condition unless the condition complained of is accompanied by and arises directly from a physical injury. 16. which arises out of or is contributed to directly or indirectly by exposure to Electro Magnetic Fields or Radiation.	<b>9. The Company will not indemnify the Insured in respect of any liability:</b> 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 <b>Insured</b> under any contract or agreement unless such liability would have attached to the <b>Insured</b> 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.	Renumbered to number 9, points a to d
19	17	11. Bodily injury	General Exclusions	<b>18. Bodily Injury (Applicable to Sections 1 &amp; 2)</b> Bodily injury as defined under General Definitions section and including mental anguish	<b>11. Bodily Injury</b> (Applicable to Sections 1 & 2) <b>Bodily injury</b> as defined under General Definitions section	Reference to 'mental anguish' removed
20	17	13. Penalties and fines (Applicable to Sections 1 & 2)	General Exclusions	<b>20. Penalties and fines (Applicable to Sections 1 &amp; 2)</b> Any penalties or fines incurred by the Insured except consecutive from a material damage.	<b>13. Penalties and fines</b> (Applicable to Sections 1 & 2) Any penalties or fines incurred by the <b>Insured</b>	Change to Penalties and Fines Exclusion
11, 12, 15	18	16. War & Nuclear Risks	General Exclusions	Removed items 1, 3, 7 and 23 from General Exclusions (listed below) and replaced with one section called "War & Nuclear Risks"  1: Radioactive Contamination 3. War and Civil War 7. Biological, Chemical and/or Nuclear Contamination Exclusion Endorsement 23. Nuclear Risk  (See Version 03/2021 of the Garage Combined policy wording for full detail on the wordings that have been replaced)	<b>16. War and Nuclear Risks</b> Loss or destruction of or <b>damage</b> 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  1i 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.	Removed items 1, 3, 7 and 23 from General Exclusions (listed below) and replaced with one section called "War & Nuclear Risks"  1: Radioactive Contamination 3. War and Civil War 7. Biological, Chemical and/or Nuclear Contamination Exclusion Endorsement 23. Nuclear Risk  (See Version 03/2021 of the Garage Combined policy wording for full detail on the wordings that have been replaced)
N/A	18	17. Covid-19 - absolute exclusion	General Exclusions	N/A	<b>17. Covid-19 - Absolute Exclusion</b> 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.	New Wording
17	19	DEFINITIONS	Section 1 - Material Damage	The word "DAMAGE" in capital letters shall mean loss or destruction of or damage to the Property Insured.	The word "DAMAGE" in capital letters shall mean accidental physical loss, destruction or damage to the property insured	DAMAGE definition clarified
17	20	LIMITS OF LIABILITY	Section 1 - Material Damage	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 Column 5 of the Schedule.	The liability of <b>The Company</b> 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 <b>Period of Insurance</b> – the Total Sum Insured as stated in the Schedule.	Removed "Column 5 of"
17	21	F. RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS	Section 1 - Material Damage	Riot Civil Commotion Strikers Locked-out Workers or persons taking part in labour disturbances or MALICIOUS PERSONS excluding	Riot Civil Commotion Strikers Locked-out Workers or persons taking part in labour disturbances or malicious persons excluding	"MALICIOUS PERSONS" changed to lower caps

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18	21	H. Storm or Flood	Section 1 - Material Damage	H. STORM OR FLOOD excluding (a) DAMAGE attributable solely to change in the water table level (b) DAMAGE by frost subsidence ground heave or landslip (c) DAMAGE in respect of moveable property in the open fences and gates.	H. STORM OR FLOOD excluding (a) DAMAGE attributable solely to change in the water table level (b) DAMAGE by frost subsidence ground heave or landslip (c) DAMAGE in respect of movable property in the open, fences and gates and stock in open structured buildings	Point (c) amended
18	22	L. Accidental Damage Excluding	Section 1 - Material Damage	(e) DAMAGE in respect of moveable property in the open fences and gates caused by wind rain hail sleet snow flood or dust.	(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.	Point (e) amended (similar to H. Storm or Flood Amendment)
27	32	Conditions Applicable	Section 1 - Material Damage	Material Damage - WARRANTIES APPLICABLE IN THE ABSENCE OF ANY MORE SPECIFIC WARRANTIES 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'.	Material Damage - 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'.	Changed "Warranties" to "Conditions"
16	33	Inflation Protection	Section 1 - Material Damage	N/A	<b>INFLATION PROTECTION</b> 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	New Wording
16	34	Transmission Lines Exclusion	Section 1 - Material Damage	N/A	<b>TRANSMISSION LINES EXCLUSION</b> 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.	New Wording
34	39	Material Damage Proviso	Section 2 - Business Interruption	It is a condition precedent to liability under this Section that at the time of the happening of the DAMAGE there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such DAMAGE and that payment shall have been made or liability admitted therefore under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount. Note 1: To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this cover shall be exclusive of such tax. Note 2: For the purposes of these definitions any adjustment implemented in current cost accounting shall be disregarded.	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.	Removed reference to "conditions precedent"
36	41	EXTENSION 1	Section 2 - Business Interruption	1 Suppliers Customers and Property Stored (but only in respect of those suppliers/customers disclosed by the Insured) (a) the premises of any of the Insured's suppliers manufacturers or processors of components goods or materials but excluding the premises of any public supply undertaking from which the Insured obtains electricity gas water or telecommunications services (b) the premises of any of the Insured's customers with whom the Insured has a contract or trading relationship to supply goods or services (c) premises not in the occupation of the Insured where property of the Insured is stored.	<b>1 Suppliers Customers and Property Stored</b> (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.	Specified 'within policy territories'
36	41	EXTENSION 2	Section 2 - Business Interruption	<b>2. Contract Sites</b> Any situation not in the occupation of the Insured where the Insured is carrying out a contract	<b>2. Contract Sites</b> Any situation within the policy territories not in the occupation of the Insured where the Insured is carrying out a contract	Specified 'within the policy territories'
36	41	EXTENSION 4	Section 2 - Business Interruption	Property that has suffered damage caused by contingencies listed in Section 1 Material Damage at any land based: (a) generating station or sub-station of the public electricity supply undertaking (b) premises of the public gas supply undertaking or of any natural gas producer linked directly therewith (c) waterworks or pumping station of the public water supply undertaking (d) premises of the public telecommunications undertaking from which the Insured obtains electricity gas water or telecommunications services.	<b>4. Public Utilities</b> 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.	Change to Public Utilities wording

Old Page Number	New Page Number	Wording Concerned	Policy Section	From	To	Notes for Broker's Understanding
41	41	EXTENSIONS	Section 2 - Business Interruption	The following Extensions shall apply to this Section but the liability under each shall be limited to €7,500 in respect of any one occurrence unless specifically amended in the Schedule or noted below	The following Extensions shall apply to this Section but the maximum indemnity period under this cover shall be 12 weeks any one <b>Period of Insurance</b> commencing from the date of the damage. <b>The Company's</b> liability for any one claim will not exceed €7,500 in respect of any one claim.	Change to Business Interruption Extensions wording
41	47	Limit of Indemnity	Section 4 - Employers Liability	The total amount payable for all damages including costs charges and expenses in connection therewith in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity stated in the Schedule. The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section	<b>Limit of Indemnity</b> The total amount payable for all damages including <b>Claims Costs</b> 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 <b>Excess</b> that may be applicable to this Section	Limit of Indemnity wording amended
46	50	Limit of Indemnity	Section 6 - Public & Products Liability & Service Indemnity	Products Liability LOI amended to 'all occurrences' as per market standard. Current wording allows 'any one occurrence' cover for both the Public Liability and Products Liability cover  Wording also amended to refer to 'claims costs' which is now defined	<b>Limit of Indemnity</b> The total amount payable for all damages including <b>Claims Costs</b> 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 <b>Period of Insurance</b> under Products Liability  The Limit of Indemnity will not be reduced by the amount of any <b>Excess</b> that may be applicable to this Section.	Limit of Indemnity wording amended
47	51	Extensions applicable to the Public & Products Liability & Servicing Indemnity Section	Section 6 - Public & Products Liability & Service Indemnity	1. Satisfactory Quality Notwithstanding Exclusion 11 <b>The Company</b> will indemnify the <b>Insured</b> against legal liability to pay compensation (a) to a consumer who purchases any goods sold (b) arising out of Servicing	1. Satisfactory Quality Notwithstanding Exclusion 11 <b>The Company</b> will indemnify the <b>Insured</b> 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)	Change to Satisfactory Quality wording
50	53	Exclusions applicable to the Public & Products Liability & Servicing Indemnity Section	Section 6 - Public & Products Liability & Service Indemnity	10. (a) for personal injury or Bodily Injury or financial loss or loss of damage to or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants (b) for the cost of removing nullifying or cleaning up of pollutants (c) for fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of pollutants  Notwithstanding the foregoing this Agreement shall cover liability otherwise excluded under paragraphs (a) and (b) above which (i) is caused by a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place and (ii) is indemnified in not more than one annual period of original insurance  For the purpose of this clause pollutants means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour soot fumes acid alkalis chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.	10. for (a) personal injury or <b>Bodily Injury</b> or financial loss or loss of damage to or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants (b) for the cost of removing nullifying or cleaning up of pollutants (c) for fines penalties punitive or exemplary damages arising directly or indirectly out of the discharge dispersal 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.	Change to Pollutants Exclusion wording
50	54	PL & Products exclusions	Section 6 - Public & Products Liability & Service Indemnity	n/a	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.	Formatting change only. The meaning/content/intention of the exclusion has not changed.
N/A	64	Section 7 - Computer Equipment	Section 7 - Computer Equipment		New Policy Section Added	New wording. This cover will not apply unless specified in the Schedule and agreed with KennCo.
8, 24, 34, 39	11, 28, 30, 44	Conditions	Multiple	"condition precedent"	"condition"	Removed all references to "conditions precedent" and changed to "condition"
28	Removed	Material damage - Special clauses	Section 1 - Material Damage	34. Every warranty to which the Property Insured or any item thereof is, or may be, made subject, shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Section, and non-compliance with any such warranty, whether it increases the risk or not shall be a bar to any claim in respect of such Property insured or item, provided that whenever this Section is renewed a claim in respect of destruction or damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.	Removed	Removed in line with CICA requirements