



**wtw**  
Policy Document  
March 2023

# Propsure Real Estate Property Owners Insurance



# Useful phone numbers

## Claims

If **you** want to make a claim, please phone this number day or night.

**+353 (1) 858 3233**

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# Welcome to AXA

Thank you for choosing AXA. This policy is a contract between **You** and **Us**. It is arranged through **Propsure** on **Our** behalf in accordance with the authority granted under the Contract Number stated in the **Schedule**.

**Your policy** consists of the Policy Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

**We** will, in consideration of the payment of your premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read **your policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary You should contact **Propsure** through whom **your policy** was arranged.

Please keep **your policy** in a safe place – **You** may need to refer to it if You have to make a claim.

# Your policy wording

This document and any endorsements that are included in it sets out **your** and **our** rights and responsibilities.

The insurer **your** contract is with is AXA Insurance dac which is established in Ireland. **We** propose that Irish law will apply.

The cover **you** have bought has many benefits to give **you** peace of mind. However, as with all insurance contracts, there will be circumstances where cover will not apply. These are shown in this document.

Please read **your policy** carefully and keep it in a safe place.

**Your policy** includes:

- ▶ the policy wording in this booklet;
- ▶ the schedule that has **your** details and the cover that applies; and
- ▶ any endorsement which applies.

Unless a section or part of **your policy** shows the countries to which it applies, the cover provided by **your policy** applies only to death, injury, loss or damage happening in Ireland or the UK or in transit by sea between any ports therein.

As long as **you** have paid or agreed to pay the premium, **we** will cover death, injury, loss or damage that happens during the **period of insurance** as described in the following pages for the sections you have chosen.

On behalf of AXA Insurance dac



**Marguerite Brosnan**

Chief Executive

AXA Insurance dac  
Registered number 136155  
Registered office Wolfe Tone House,  
Wolfe Tone Street, Dublin 1.

# Policy Conditions

## 1 Currency

The currency of all premiums, sums insured, limits of liabilities and Excesses shown in **your policy** or Schedule or any subsequent renewal notice or Endorsement shall be treated as being Euro.

## 2 The law that applies to this policy

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

## 3 Cancellation condition

**You** can cancel the **policy** within fourteen working days of the date of the first **period of insurance** which is the “cooling off period”.

If **you** cancel during the cooling off period, **you** will be entitled to a full return of the premium paid.

**You** may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance**.

1. **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 days written notice to **you** last known address. **We** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.
2. **We** can cancel **your policy** immediately, without giving **you** 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.

**We** will only refund premium provided that no claim has been paid or is outstanding in

the current **period of insurance**. Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation. **We** do not have to offer renewal of **your policy** and cover will cease on the expiry date.

## 4 Contractual duties and proportionate remedies

**You** have a duty prior to the start of **your policy**, prior to any variation made during the period of insurance and prior to each renewal, to respond to all questions posed by **us** with complete honesty and with reasonable care.

If **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then **we** can elect one of the following remedies:

**We** will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or

**We** will treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**; or

**We** will reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** responded honestly to questions posed to **you** 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.

If **you** have fraudulently responded to any of **our** questions or have been involved in any

fraudulent activity, relative to this contract, **we** will void this contract from the start of the **policy**. If there is an active claim, this too will be avoided.

### 5 Change in risk condition

**You** must tell **us** as soon as possible during **period of insurance** of any change

- 1) to the **business**
- 2) in the person, firm, company or organisation shown in **your** schedule as the insured
- 3) to the information **you** provided to us previously or any new information that increases the risk of loss as insured under any section of **your policy**.

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

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

### 6 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

**a** will not be liable to pay the claim; and

**b** may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and

**c** may by notice to **You** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.

ii) **We** need not return any of the premium paid.

### 7 Sanctions

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.

### 8. Business Failure condition

This **policy** will automatically cease if the **business** is wound up, carried on by a liquidator or receiver, or permanently discontinued.

### 9. Transfer of interest cover

If at the time of damage **you** have entered into a contract to sell **your** interest in the **property** and the sale has not but is subsequently completed, the purchaser will have the full protection of this section on exchange of contracts, provided it is not covered by any other insurance.

### 10. Other Insurance

If at the time of a claim there is any other insurance effected by **You** or on **Your** behalf covering the same risk or part thereof, **We** shall not be liable for more than **Our** rateable proportion thereof.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this **policy**, either in whole or in part or from contributing rateably, **Our** liability under this **policy** shall be limited to such proportion of claim as the cover under this **policy** bears to the total cover available to **You**.

## 11. Reasonable care condition

**You** must take reasonable steps to

- i) prevent or protect against injury, loss or damage
- ii) keep **your premises**, machinery, plant and equipment and all other property insured in good condition and in full working order
- iii) remedy any defect or any danger that becomes apparent, as soon as possible.
- iv) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority

If required by **us**, **you** must allow access to **your premises** and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

**We** will not pay **your** claim where **you** have not complied with this condition.

## 12. Sub Contractors

**You** must ensure that all sub-contractors engaged by **You** maintain Employers' and Public Liability insurance that provides:

- a) Employers' Liability coverage with a limit of liability of not less than € 13,000,000; and
- b) Public Liability coverage with a limit of liability not less than that provided by this **policy**; and
- c) cover for **You** as principal.

**You** must also obtain evidence of the sub-contractors Employers' and Public Liability coverage prior to the commencement of any works at **Your** Premises.

Any sub-contractors engaged by **You** must not assume by agreement any liability or potential liability that would not have attached to them in the absence of such agreement, including for example, the assumption of any liability or potential liability on behalf of any bona-fide sub-contractor, or waiver of any rights of recourse against any sub-contractor.

**We** shall have no liability under the **policy**, if **You** fail to comply with the above provisions unless **You** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## 13. Subrogation

In the event of any payment by **Us** under this **policy**, **We** shall be subrogated up to the amount of such payment to all **Your** rights of recovery or any person insured against any third party, provided always that **We** shall not exercise any such rights against any **Employee** or former **Employee** unless the loss was caused or contributed to by a fraudulent, dishonest or malicious act or omission by said person.

**You** and any person insured shall, without charge, provide such assistance as **We** may require in any subrogation and shall at all times protect and preserve any rights of recovery to which they would become subrogated under this **policy**. **We**, at **Our** option, may have the conduct of any proceedings to recover monies paid or payable by **Us**, whether or not **You** or person insured has an interest in such proceedings by reason of any uninsured losses subject to the provisions of S.23 of the Consumer Insurance Contracts Act 2019.



# Claims Notification and Conditions

## 1 Claim Notification

24-hour Claims Helpline (01) 858 3233

If you need to make a claim please phone this number day or night.

## 2 Claim Requirements – Applicable to the Property Damage and Loss of Rental Income Sections

**You** must comply with the following conditions. If **You** fail to do so, We may not pay **your** claim, or any payment could be reduced.

In the event of Damage occurring during the Period of Insurance, **You** must:

- a) notify Us as soon as practicably possible;
- b) notify the police authority as soon as practicably possible after it becomes evident that any Damage has been caused by theft or attempted theft or by malicious persons;
- c) promptly deliver to Us, at **your** expense:
  - i) full information in writing of the Property Insured and of the amount of Damage and details of any other insurance on such Property Insured;
  - ii) such books of account and other business books vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may be required by Us for the purpose of investigating or verifying the claim;
- d) retain anything connected therewith for such time as We may require;
- e) carry out and permit to be taken any action which may be practicable to prevent further Damage and minimise any interruption of or interference with the Business or avoid or diminish any covered loss.

## 3 Our Rights Following a Claim – Applicable to the Property Damage and Loss of Rental Income Sections

We may enter the Premises where Damage has occurred and either take possession of any Property Insured or require it to be delivered to Us and deal with it in any practical manner. The Property Insured shall remain yours at all times. We will not take ownership of, accept liability for, sell or dispose of any of **your** Property Insured unless We agree with **You** in writing that We shall do so.

## 4 Claim Requirements – Applicable to the Employers' and Property Owners Liability Sections

**You** must comply with the following conditions. If **You** fail to do so, We may not pay **your** claim, or any payment could be reduced.

In the event of any incident that may give rise to a claim under the Employers' and Property Owners Liability Sections occurring during the Period of Insurance, **You** must:

- a) notify Us as soon as practicably possible;
- b) promptly deliver to Us, at **your** expense such additional information as We may require relating to such incident and continue to forward all such information and documentation as soon as practicably possible after receipt until otherwise instructed by Us. For the avoidance of doubt, every claim, writ, summons or process and any other written notification of claim and all documents relating thereto shall be forwarded unanswered to Us as soon as practicably possible after receipt;
- c) make no admission of liability, offer, compromise or payment without Our prior written consent;

- d) carry out and permit to be taken any action which may be practicable to minimise or prevent further loss.

## 5 Our Rights – Applicable to the Employers’ and Property Owners Liability Sections

- a) **You** and any person insured must provide Us with such information, assistance and co-operation as We and/or Our representative may request. We shall be entitled to refuse to pay any claim under this **policy** in its entirety if **You** or any person insured fails to do so.
- b) We are entitled, but not obliged, to take over and conduct in **your** name or that of any person insured the defence or settlement of any claim or to prosecute in **your** name Insured or that of any person insured for Our own benefit any claim for reimbursement or damages or otherwise. We shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

# Policy

# Definitions

All the individual **policy** Sections are subject to the following definitions except where stated below.

**1 “Annual Rent Receivable”** means the **Rent Receivable** during the twelve months immediately before the date of the **Damage**.

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

**2 “Benefit”** means any perquisites, fringe benefit and payment in connection with an **Employee** benefit plan or pension scheme, including share options or any other right to be given or to purchase shares.

**3 “Buildings”** means the buildings described in the **Schedule**, including:

- a) landlords’ fixtures and fittings;
- b) tenants’ improvements for which the landlord is responsible in on or around the buildings;
- c) furnishings and other contents of common parts of the buildings;
- d) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;
- e) walls, gates and fences;
- f) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the **Premises**, and extending to the

public mains, but only to the extent of **Your** responsibility;

- g) yards, car parks, roads, pavements, forecourts, all constructed of solid materials; and
- h) landscaping excluding external ponds and lakes.

all being **your** property or for which **You** are responsible and situated at the **Premises**.

**4 “Business”** means the business stated in the **Schedule** and extends under the Employers’ Liability and Property Owners Liability Sections to include:

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

**5 “Damage” means:**

- a) under the Property Damage Section – the accidental physical loss or destruction of or damage to the **Property Insured**; and
- b) under the Loss of Rental Income Section – Accidental loss, destruction or damage caused by an insured event under the Property Damage section unless otherwise excluded

- 6 **“Declared Value”** means **Your** assessment of the cost of reinstatement of the **Property Insured** at a level of costs applying at the time, such values are required by **Us** as the basis for the calculation of the **policy** premium (ignoring inflationary factors which may operate subsequently) together with, in so far as the insurance by the item provides, due allowance for:
- debris removal costs;
  - professional fees; and
  - additional cost of reinstatement to comply with European Union and Public Authority requirements.
- 7 **“Employee”** means any:
- person under a contract of service or apprenticeship with **You**;
  - person who is hired to or borrowed by **You**;
  - person engaged in connection with a work experience or training scheme;
  - labour master or person supplied by them;
  - person engaged by labour only sub-contractors;
  - any self-employed person working on a labour only basis under **Your** control or supervision; or
  - any voluntary helper; while working
- 8 **“Empty”** Wholly unoccupied, mainly unoccupied or not in use by **you** for more than 30 consecutive days
- 9 **“Endorsement”** means a change in the terms and conditions of this **policy** that can extend or restrict cover.
- 10 **“Excess”** means the first part of each and every claim, for which **You** are responsible as stated in the **Schedule**.
- 11 **“Heave”** means the upward movement of the ground beneath the buildings as a result of the soil expanding.
- 12 **“Indemnity Period”** means the period beginning with the happening of the **Damage** and ending not later than the last day of the period specified in the **Schedule**, during which the results of the **Business** shall be affected in consequence of the **Damage**.
- 13 **“Injury”** means death, bodily injury, illness or disease.
- 14 **“Landslip”** means the downward movement of sloping ground.
- 15 **“Offshore”** means from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform, and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.
- 16 **“Period of Insurance”** means the period stated in the Schedule and any subsequent period for which We accept **your** premium for renewal of this **policy**.
- 17 **“Pollution”** means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.
- 18 **“Premises”** means the premises specified in the Schedule.
- 19 **“Property Insured”** means the Buildings at the Premises described in the Schedule.
- The values shown on the Schedule represent the maximum values at risk.
- 20 **“Propsure”** means Willis Risk Services (Ireland) Limited t/a Willis through whom this Real Estate Property Owners Insurance **policy** is arranged.
- 21 **“Rent Receivable”** means money paid or payable to **You** by tenants for accommodation and services provided in the course of the Business at the Premises.
- 22 **“Schedule”** means the document entitled Schedule that relates to and forms part of **your policy**.
- 23 **“Settlement”** means the downward movement as a result of the soil being compressed by the weight of the building within ten (10) years of construction.

**24 “Standard Rent Receivable”** means the Rent Receivable during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.

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

**25 “Stipulations”** means any:

- a) European Union Legislation; or
- b) Act of the Oireachtas; or
- c) Bye-Laws of any public authority.

**26 “Subsidence”** means the downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the buildings.

**27 “Territorial Limits”** means the Republic of Ireland.

The **Territorial Limits** extend to include:

- a) under the Employers’ Liability Section, elsewhere in the world other than **Offshore**, in connection with temporary visits undertaken in the course of the **Business** by any person normally resident in the territories described in the Republic of Ireland.
- b) under the Property Owners Liability Section:
  - i) manual and non-manual work carried out during temporary visits anywhere in the world other than the United States of America or Canada in the course of the Business by any person normally resident within the Republic of Ireland; and

- ii) non-manual work carried out during temporary visits to the United States of America or Canada by any person normally resident within the Republic of Ireland.

**28 “We / Us / Our”** means AXA Insurance dac.

**29 “You/your/yourself”**  
Person(s), firm, company or organisation shown in **your** schedule as the insured.

**30 Policy** The policy wording and , schedule, statement of fact and any endorsements attached or issued.

# Policy

# Exclusions

All the individual **policy** Sections are subject to the following exclusions except where stated below.

**Your policy** does not apply to or include cover for or arising out of or relating to:

## 1 Confiscation

any confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

## 2 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

## 3 Electronic Data Processing Media Valuation

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

## 4 Micro-Organisms

any mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including for example any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- a) any physical loss or damage to insured property;
- b) any Insured Event or cause, whether or not contributing concurrently or in any sequence
- c) any one loss; occupancy; or functionality; or
- d) any action required, including for example repair, replacement, removal, clean-up, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion shall not apply to the Employers' Liability and Property Owners Liability Sections.

## 5 Non-Standard Construction

any Buildings that are not built of brick, stone, concrete and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof-lights, unless otherwise agreed by Us.

## 6 Pollution

any **Pollution**.

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

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.

If an Insured Event not excluded from this policy arises directly from Pollution any loss or damage arising directly from that Insured Event shall be covered.

This exclusion shall not apply to the Employers' Liability and Property Owners Liability Sections.

## 7 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.

## 8 Sonic Bangs

any pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

This exclusion shall not apply to the Employers' Liability and Property Owners Liability Sections.

## 9 Terrorism

Loss damage cost or expense of whatsoever 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 **We** 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 **you**. 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 Exception 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.

### 10. Electronic risks exclusion

Notwithstanding any provision to the contrary within this **policy**, we will not cover **you** 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 **your** 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.

**We** will also not cover **you** 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**

**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.

#### **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.

### **11. Changes in Water Table Level**

This **policy** does not cover any damage or consequential loss attributable solely to change in the water table level.

# Property Damage

## 1 Cover

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

## 2 Limit of Liability

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

The Sum Insured under each Item other than items solely applying to fees is separately subject to Section Condition 43 - Underinsurance.

## 3 Insured Events

The below Insured Events are Operative only if stated in the **Schedule**.

### a) Fire excluding

- i) the amount of the **Excess** stated in the **Schedule**;
- ii) **Damage** by explosion resulting from fire.

### b) Lightning excluding the amount of the **Excess** stated in the **Schedule**.

### c) Aircraft or other aerial devices or articles dropped therefrom excluding the amount of the **Excess** stated in the **Schedule**.

### d) Explosion excluding

- i) the amount of the **Excess** stated in the **Schedule**;
- ii) **Damage** caused by the bursting of any boiler or other plant which belongs to **You** or is under **Your** control and in which internal pressure is due to steam only;

but this shall not exclude **Damage** caused by explosion of:

- 1) any boiler
- 2) gas

used for domestic purposes only.

### e) Earthquake excluding:

- i) the amount of the **Excess** stated in the **Schedule**;
- ii) **Damage** caused by fire.

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

- i) the amount of the **Excess** stated in the **Schedule**;
- ii) **Damage** arising from nationalisation, confiscation, requisition, seizure or destruction by order of the government or any public authority;
- iii) **Damage** arising from cessation of work;
- iv) as regards **Damage** directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
  - 1) **Damage** in the course of theft or attempted theft;
  - 2) any amount below the **Excess** stated in the **Schedule** or any amount in excess of a limit of EUR 10,000 after the application of the **Excess** in respect of malicious damage caused by a tenant of the Property Insured.

### g) Storm or flood excluding:

- i) the amount of the **Excess** stated in the **Schedule**;
- ii) **Damage** caused by frost, **Subsidence**, **Heave** or **Landslip**;
- iii) **Damage** to fences and gates unless caused by falling trees or there is **Damage** to structural parts of the **Buildings** at the same time;
- iv) **Damage** to trees, plants, shrubs and turf unless there is **Damage** to the **Buildings** at the same time. **Damage** to any movable **property** in the open;
- v) **damage** to any movable property in the open.

- h) Escape of water or oil from any tank apparatus pipe or appliance excluding:**
- i) the amount of the **Excess** stated in the **Schedule**;
  - ii) **Damage** by water discharged or leaking from an automatic sprinkler installation.
- i) Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal excluding the amount of Excess stated in the Schedule.**
- j) Accidental escape of water from any automatic sprinkler installation excluding:**
- i) the amount of the **Excess** stated in the **Schedule**;
  - ii) **Damage** by freezing in any **Building** which is Empty;
  - iii) **Damage** by heat caused by fire.
- k) Theft or attempted theft involving entry into or exit from the Buildings by forcible and violent means excluding:**
- i) the amount of the **Excess** stated in the **Schedule**;
  - ii) any loss which **You** are able to recover from another source.
- l) Damage to the property insured caused by subsidence, ground heave or landslip of any part of the site on which the building(s) stands excluding:**
- i) **damage** to yards, car parks, roads, pavements, walls, gates and fences unless a building covered under this section is also damaged at the same time by the same contingency;
  - ii) **Damage** caused by or consisting of i the normal settlement or bedding down of new structures
    - 1) the normal settlement or bedding down of new structures
    - 2) the settlement or movement of madeup ground
    - 3) coastal or river erosion
    - 4) defective design or workmanship or the use of defective materials
    - 5) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
- iii) Damage** which originated before the start of this cover;
- iv) Damage** resulting from:
- 1) demolition, construction, structural alteration or repair of any property; or
  - 2) ground works or excavation.
- v) the excess stated in the **policy** schedule.**
- vi) Damage** commencing prior to the granting of cover under this insurance.
- m) Any other accident excluding**
- i) the amount of the **Excess** stated in the **Schedule**;
  - ii) **Damage** by any:
    - 1) of the Insured Events;
    - 2) of the causes expressly excluded from the Insured Events;
 specified in Insured Events A) to L) (whether or not insured).
  - iii) **Damage** to any property caused by:
    - 1) its own faulty or defective design or materials;
    - 2) inherent or latent defect or wear and tear, being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time;
    - 3) faulty or defective workmanship on the part of **You** or any of **Your Employees**;
 but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded:
  - iv) **Damage** caused by:
    - 1) corrosion, rust, wet or dry rot, marring, scratching, vermin or insects;
    - 2) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;

- 3) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;

but this shall not exclude:

- 1) such **Damage** which itself results from other **Damage** and is not otherwise excluded;
  - 2) subsequent **Damage** which itself results from a cause not otherwise excluded.
- v) **Damage** caused by disappearance or unexplained loss;
- vi) **Damage** to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one **Period of Insurance** and which:
- 1) does not result from:
    - a) the construction, demolition, structural alteration or structural repair of any property;
    - b) groundworks or excavation works;

at the **Premises**;

- 2) is not otherwise excluded.

#### 4 Basis of Claims Settlement

Unless stated otherwise in the **Schedule** the basis of settlement under this Section shall be reinstatement.

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

For this purpose "reinstatement" means:

- a) the rebuilding or replacement of **Property Insured** lost or destroyed which provided **Our** liability is not increased may be carried out;
  - i) in any manner suitable to **Your** requirements
  - ii) upon another site
- b) the repair or restoration of **Property Insured damaged**;

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Provided that:

- i) **Our** liability for the repair or restoration of **Property Insured** damaged in part only shall not exceed the amount which would have been payable had such **Property Insured** been wholly lost or destroyed.
- ii) 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 Insured** covered by any item subject to this Basis of Claims Settlement exceeds its Sum Insured at the commencement of any **Damage Our** liability shall not exceed that proportion of the amount of the **Damage** which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such **Property Insured** at that time.
- iii) No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made:
  - 1) unless reinstatement commences and proceeds without unreasonable delay;
  - 2) until the cost of reinstatement shall have been actually incurred;
  - 3) if the **Property Insured** at the time of the **Damage** shall be insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of reinstatement.
- iv) All the terms and conditions of **your policy** shall apply:
  - 1) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
  - 2) where claims are payable as if this Basis of Claims Settlement had not been incorporated.
- v) **We** shall not be bound to reinstate exactly, but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured.

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

### Inflation protection cover

**We** will adjust the building sums insured under this section at each renewal in line with suitable indices\* and 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*

### Limit of cover

The most **we** will pay **you** for any item covered by this section is the sum insured shown in **your** schedule for **buildings**, plus index linking in line with the Inflation protection cover

## 5 Section Conditions

### 1 Architects, Surveyors, Legal and Consulting Engineers Fees

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

### 2 Acquisitions

The insurance for **Buildings** extends to include:

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

anywhere in the **Territorial Limits**;

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

### 3 Additional Sprinkler Costs

**We** will pay the costs incurred in upgrading an automatic sprinkler installation to the current LPC rules solely as imposed upon **You** by **Us** following

**Damage** to the **Buildings** provided that at the time of the **Damage** the installation conformed to the 28th or 29th Edition rules or to the LPC rules current at the time of installation but did not conform to subsequent amendments to those Rules.

### 4 Automatic Reinstatement after a Loss

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

### 5 Buildings awaiting Demolition

If at the time of the **Damage** any **Buildings** are awaiting demolition **Our** liability shall be limited to the additional cost of removing debris, as detailed in Condition 32 – Removal of Debris, which are incurred by **You** solely as a result of **Damage**.

### 6 Buildings awaiting Refurbishment Redevelopment or Renovation

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

### 7 Change of Tenancy

**You** must advise **Us** of all changes in tenancy, occupation or use within the **Premises**, as specified in Clause 1.5 Change in risk condition.

### 8 Confirmation of Values at Risk

**You** must provide **Us** at the inception of the **policy** and annually thereafter with full details of the **Declared Values**.

### 9 Contract Works

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

## 10 Contractors Interest

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

## 11 Damage to Landscaped Gardens

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

## 12 Day One Basis

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

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

For the purposes of this clause **Declared Value** shall mean:

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

- i) the additional cost of reinstatement to comply with any Stipulations;
- ii) professional fees;
- iii) debris removal costs;

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

## 13 Delays in Rebuilding

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

## 14 Designation

For the purposes of determining where necessary the heading under which any property is insured **We** agree to accept the designation under which such property has been entered in **your** books.

## 15 Empty Buildings

- a) Whenever the **Premises** stated in the **Schedule** are **Empty**, Condition 16 – Empty Buildings Condition applies;

- b) **You must** notify **Us** as soon as practicably possible after any **Empty** building or **Empty** portion of a building insured by this **policy** becomes occupied or any occupied building becomes Empty and pay an additional premium if required. Please also refer to Clause 5. Change in risk condition.

## 16 Empty Buildings Condition

Whenever a **Building** or portion thereof becomes **Empty**:

- a) **You** must protect and secure the **Empty Building** or portion thereof by all possible means in order to mitigate the possibility of loss caused by vandals, thieves and arsonists.
- b) **We** will not be liable for the first €1,000 of each and every loss following **Damage** resulting from the acts of Malicious Persons not acting on behalf of or in connection with any political organisation.
- c) the following actions must be implemented by **You** as soon as practicably possible:
- i) all mains services except electricity supply to maintain any fire or intruder alarm system must be turned off;
  - ii) the water system must be completely drained or during the period 1st October to 1st April each year central heating systems must be kept working at a minimum temperature of 5 degrees Celsius. Where sprinkler systems are installed and water supplies must be maintained heating must be maintained at a minimum temperature of 5 degrees Celsius.
  - iii) **You** and/or **Your** Agent is required to visit and check on the **Building** at least every 7 days. **You** and/or **Your** Agent must be in a position to provide evidence that the visits have taken place. Regardless of the period of unoccupancy **You** must remove any waste material from within the **Premises** or which is in the curtilage of the **Premises** including gardens, yards and passageways.

- iv) all letter boxes must be sealed up and steps taken to prevent accumulations of post or mail.
- v) Buildings must be secured against unlawful entry by closing and locking doors and windows and setting any security and alarm systems.
- d) if the **Building** or portion thereof remains **Empty** for a further period of 60 days:
  - i) the cover under this **policy** thereon is reduced to the Insured Events of Fire, Lightning, Explosion, Earthquake, Aircraft and other Aerial devices, and Property Owners Liability;
  - ii) unless the installation of a New Tenant is imminent and this is unequivocally verifiable, **You** are required to board-up the **Building** at ground floor level using Sitex or equivalent high quality boarding-up material, coach-bolted through door frames and window frames.

If the property remains **Empty** for a further period of 11 months then **You** are required to board-up the upper floors of the building using Sitex or equivalent high quality boarding-up material coach-bolted through door frames and window frames.

**We** shall have no liability under the **policy**, if **You** fail to comply with the above provisions unless **You** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Unoccupied Buildings - Definition

- i) Subject to Clause (ii) below, Condition 16 applies only to Buildings or Properties which are in single tenure and which are not occupied by more than one Tenant or Leaseholder. Properties which are in multi-tenure or multi-occupancy, i.e. which have more than one Tenant or Leaseholder, are not subject to Condition 16 unless all available letting units are **Empty**.
- ii) Private dwelling-houses which are in a Row or Terrace or Commercial Premises which are in a Shopping Parade or Precinct where there is no common entrance and where access is separate and private, shall be considered to be separate **Buildings** to which Condition 16 will apply when such **Buildings** are **Empty**.

## 17 Security Requirements

In respect of **Buildings** occupied by **You** or for which the security is **Your** direct responsibility or that of **your** agents and/or in respect of any **Empty Buildings** of which **We** have been notified:

- a) any additional protection required by **Us** will be fitted in accordance with **Our** requirements and together with all other devices for the protection of the **Property Insured** will be kept in good order and put into full and effective operation whenever the **Premises** are closed for business to customers or callers or are unattended
- b) all keys including duplicate keys relative to the security of a portion of the **Premises** or to any safe or strongroom containing **Property Insured** will be removed from that portion of the **Premises** whenever they are closed for business or left unattended.

**We** shall have no liability under the **policy**, if **You** fail to comply with the above provisions unless **You** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## 18 European Union and Public Authorities (Including Undamaged Property)

This Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the **Stipulations** in respect of:

- i) the lost, destroyed or damaged property thereby insured; and
- ii) undamaged portions of that property.

Excluding:

- 1 the cost incurred in complying with the **Stipulations**:
  - a) in respect of **Damage** occurring prior to the inception of this **policy**;
  - b) in respect of **Damage** not insured by this **policy**;
- c) under which notice has been served on **You** prior to the happening of the **Damage**;

- d) or which there is an existing requirement which has to be implemented within a given period; and
- e) in respect of property entirely undamaged by any Insured Event;
  - 2 the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the **Stipulations** not arisen;
  - 3 the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of that property by reason of compliance with the **Stipulations**.

Special Conditions

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



## 19 Extinguishment and Alarm Resetting

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

## 20 Fire Brigade Charges

We will pay the charges levied against You by any local authority in respect of attendance by the fire brigade for the purpose of minimizing a loss following **Damage** caused by Insured Events A), B), C) or D) at the **Premises** provided that Our maximum liability for any loss shall not exceed €50,000.

## 21 Fire Extinguishing Appliances

You shall take all practical measures to ensure that:

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

## 22 Further Investigation Expenses

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

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

## 23 Glass Breakage

We will, at Our option, pay for or make good to You any breakage or malicious scratching of internal or external fixed glass being Your property for which You are responsible at the **Premises** occurring during the **Period of Insurance** and being in sound condition at the inception of this **policy**.

We will in addition pay for the cost of:

- a) breakage of fixed sanitary ware;
- b) boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. You may without Our prior consent instruct builders or glaziers to board up where necessary;
- c) repair or replacement of lettering alarm foil or other ornamentation work on glass provided that Our maximum liability for any one loss shall not exceed €650;
- d) repair or replacement of fixed mirrors provided that Our maximum liability for any one loss shall not exceed €650; and
- e) removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass provided that Our maximum liability for any one loss shall not exceed €650.

Excluding any breakage whilst buildings are Empty and/or more specifically insured by You or on Your behalf.

## 24 Inadvertent Omission to Insure

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

Provided that:

- a) as soon as practicably possible after becoming aware of any Building not insured You shall arrange insurance with Us with effect from inception of this **policy** or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.

- b) this clause shall not apply to any Premises covered under Clause 2 – Acquisitions.
- c) Our maximum liability for any one claim will not exceed €650,000.
- d) You shall carry out at not less than annual intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for such properties.
- e) this clause shall only be effective if We are the sole provider of Buildings insurance in respect of Your properties owned in connection with the Business as defined in the Schedule and where You have an obligation to arrange such insurance.

## 25 Lessee Failure to Insure

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

- a) against all the **Insured Events**; or
- b) for a sufficient amount to provide for reinstatement of the **Buildings** as provided for by this **policy**.

Provided that:

- i) as soon as practicably possible after becoming aware of:
    1. any **Building** not insured for all the **Insured Events** **You** shall arrange insurance for the uninsured **Insured Events**;
    2. any **Building** not insured for a sufficient amount to provide for reinstatement of the **Buildings** **You** shall arrange insurance for the amount of reinstatement;
- and pay the appropriate additional premium.
- ii) this clause shall not apply to any **Premises** covered under Condition 2 – Acquisitions or Condition 24 – Inadvertent Omission to Insure and in respect of **Buildings** under A above shall apply only for the **Insured Events** not insured by the lessee's **policy**.

- iii) **Our** maximum liability for any one claim will not exceed €650,000 but in no case shall **Our** liability exceed the difference between the amount payable under any insurance effected by the lessee or any other insurance on the **Premises** and the total cost of reinstatement provided by this **policy**.
- iv) there shall be in force at the time of the **Damage** a valid and enforceable lease requiring the property to be insured against some or all of the **Insured Events** and the lessee to make good any uninsured **Damage**.
- v) **You** have procedures in place to ensure that the lessee effects and maintains adequate insurance and wherever possible **Your** interest is noted and protected by a non- invalidation clause and lapse/cancellation notification undertaking.
- vi) the insurance under this clause shall be subject to all the terms conditions and exclusions of the **policy** with the exception of **Policy** condition 13 and Property damage condition 37,– Subrogation Waiver which is restated as follows:

In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:

1. any Company standing in relation of parent to subsidiary (or subsidiary to parent) to **You**; and
2. any Company which is a subsidiary of a parent company of which **You** are a subsidiary;

in each case within the meaning of the Companies Act 2014, current at the time of **Damage**;

vii) We shall not be liable:

- 1 for the amount of any **Excess** or deductible under any more specific insurance;
- 2 where the lessee's policy fails due to breach of any condition or warranty contained within the lessee's policy as a result of the action of the landlord;

- 3 where any loss destruction or damage has been declined by any insurer or made the subject of requirements which have not been completed;
- 4 due to the failure of the lessee to make or pursue a legitimate insurance claim.

## 26 Loss of Market Value

If **You** elect not to rebuild or repair the **Buildings** (and **We** do not exercise **Our** option to reinstate allowed by Condition 30 – Reinstatement by **Us**) **We** will pay **You** the reduction in the market value of the **Buildings** immediately following the **Damage** solely as a result of the **Damage** but not exceeding the amount which would have been payable had the **Buildings** been rebuilt or repaired.

## 27 Loss of Metered Utilities

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

## 28 Non Invalidation

Any act, omission or alteration, unknown to **You** or beyond **Your** control, which increases the risk of **Damage**, will not invalidate this insurance if, as soon as practicably possible after **You** become aware, **You** give notice to **Us** and pay an additional premium if required.

## 29 Other Interests

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

## 30 Reinstatement by Us

If any **Property Insured** is to be reinstated or replaced by **Us** **You** shall at **Your** own expense provide all such plans, documents,

books and information as may be required. **We** shall not be bound to reinstate exactly but only as circumstances permit and in a sufficient manner and the maximum amount payable in respect of any one of the items insured is its Sum Insured.

## 31 Reinstatement to Match

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

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

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

## 32 Removal of Debris

The insurance for **Buildings** includes an amount in respect of costs and expenses incurred by **You** with **Our** consent in:

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

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

Excluding any costs or expenses:

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

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

### 33 Rent of Residential Property

In the event that **Premises** occupied totally or partially for residential purposes suffer **Damage** and no Sum Insured on rent for the residential portions has been allocated then **your policy** extends to include such loss of **Rent Receivable** and other costs as specified under the Loss of Rental Income Section.

For the purposes of this clause:

- a) the **Indemnity Period** shall be a maximum period of three years from the date of the **Damage** for which **We** shall be liable to pay any loss; and
- b) any **Underinsurance Condition** is deleted.

This clause will also cover **You** in respect of any expenditure incurred in the provision of comparable accommodation.

**Our** maximum liability under this clause shall not exceed 20% of the Sum Insured applicable to the residential **Building** or residential portion of the **Building** concerned.

### 34 Repairs and Alterations

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

### 35 Sale of Property Insured

If at the time of **Damage You** have contracted to sell **Your** interest in any **Building** insured by this **policy** and the purchase has not been, but is later, completed, the purchaser, on completion of the purchase (if and so far as the property is not otherwise insured against such **Damage** by him or on his behalf), shall be entitled to the benefit under this Section so far as it relates to such **Damage** without prejudice to **Your** or **Our** rights and liabilities until completion.

### 36 Seventy Two Hour Clause

In respect of Insured Event G – Storm or Flood only, **Damage** occurring continuously or intermittently during any period of 72 hours shall be treated as one loss at each separate **Premises** for the purpose of the application of any **Excess**.

### 37 Subrogation Waiver

In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which **We** might have become entitled by subrogation against:

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

in each case within the meaning of the Companies Act 2014 current at the time of **Damage**;

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

### 38 Subsidence Heave and Landslip

Special Conditions for Insured Event L - **Subsidence Heave** and **Landslip**.

In so far as this insurance relates to **Damage** caused by **Subsidence Heave** or **Landslip**:

- a) **You** shall notify **Us** as soon as practicably possible after **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) **We** shall then have the right to vary the terms or cancel this cover.

### 39 Temporary Removal

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

### 40 Theft Cover Extension

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

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

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

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

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

#### 41 Trace and Access

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

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

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

- i) €32,500 in respect of any one occurrence; and
- ii) €32,500 in aggregate.

#### 42 Unauthorised Use of Utilities

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

#### 43 Underinsurance

If the **Property Insured** shall, at the time of any **Damage** to such **Property Insured** by any insured cause, be of greater value than the Sum Insured under each item stated in the **Schedule**, **We** will reduce any claim payment to reflect this underinsurance.

#### 44 Value Added Tax

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

Provided that:

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

## What is not covered

### Bodily Injury Exclusion

We will not cover **you** for any losses, **Damage**, costs or expense of any kind for bodily injury.

### Penalties and fines exclusion

We will not cover any penalties or fines incurred by **You**.

### Transmission and Distribution Lines:

We will not cover **you** 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.

# Loss of Rental Income

## 1 Cover

We will cover **You** in respect of any interruption or interference with the **Business** occurring during the **Period of Insurance** at the **Premises** and caused by any of the following Insured Events if shown as operative in the **Schedule**.

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

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

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

## 2 Limit of Liability

**Our** liability under this Section shall not exceed:

- a) 200% of the **Rent Receivable** stated in the **Schedule**; and
- b) 100% of the Sum Insured stated in the **Schedule** for each other item or extension;
- c) the actual **Rent Receivable** by **You**.

unless otherwise agreed by **Us**.

## 3 Insured Events

The below Insured Events are Operative only if stated in the **Schedule**.

- a) **Fire excluding Damage by explosion resulting from fire.**
- b) **Lightning.**

- c) **Aircraft or other aerial devices or articles dropped therefrom.**
- d) **Explosion excluding Damage caused by the bursting of any vessel machine or apparatus belonging to You or under Your control and in which internal pressure is due to steam only**

but this shall not exclude **Damage** caused by explosion of

- i) any boiler used for domestic purposes only or of any other boiler of economiser on the **Premises**;

- ii) gas used for domestic purposes only.

- e) **Earthquake excluding Damage caused by fire.**

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

- i) Damage arising from nationalisation, confiscation, requisition, seizure or destruction by order of the government or any public authority;
- ii) Damage arising from cessation of work;
- iii) as regards Damage directly caused by malicious persons not acting on behalf of or in connection with any political organisation, Damage in the course of theft or attempted theft;

- g) **Storm or flood excluding:**

- i) **Damage** caused by frost, Subsidence, Heave or Landslip;
- ii) **Damage** to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time;

- iii) Damage to trees, plants, shrubs and turf unless there is Damage to the Buildings at the same time.
- h) **Escape of water or oil from any tank apparatus pipe or appliance excluding Damage by water discharged or leaking from an automatic sprinkler installation.**
- i) **Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal.**
- j) **Accidental escape of water from any automatic sprinkler installation excluding:**
  - i) **Damage** by freezing in any Building which is Empty;
  - ii) **Damage** by heat caused by fire.
- k) **Theft or attempted theft involving entry into or exit from the Buildings by forcible and violent means excluding any loss which You are able to recover from another source.**
- l) **Damage to the property insured caused by subsidence, ground heave or landslip of any part of the site on which the building(s) stands excluding:**
  - i) **Damage** to yards, car parks, roads, pavements, walls, gates and fences unless a building covered under this section is also damaged at the same time by the same contingency
  - ii) **Damage** caused by or consisting of:
    - 1) the normal settlement or bedding down of new structures;
    - 2) the settlement or movement of madeup ground
    - 3) coastal or river erosion
    - 4) defective design or workmanship or the use of defective materials
    - 5) fire, subterranean fire, explosion, earthquake or the escape of water from any tank, apparatus or pipe
  - iii) **damage** which originated before the start of this cover;
  - iv) **damage** resulting from
    - 1) demolition, construction, structural alteration or repair of any property or;
    - 2) ground works or excavation
    - v) the excess of €2,500 for each and every claim in respect of each separate premises;
- m) **Any other accident excluding**
  - i) **Damage** by any:
    - 1) of the Insured Events;
    - 2) of the causes expressly excluded from the Insured Events;
 specified in Insured Events A) to L) (whether or not insured).
  - ii) **Damage** to any property caused by:
    - 1) its own faulty or defective design or materials;
    - 2) inherent or latent defect or wear and tear, being a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time;
    - 3) faulty or defective workmanship on the part of **You** or any of **your** Employees;
 but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded:
  - iii) **Damage** caused by:
    - 1) corrosion, rust, wet or dry rot, marring, scratching, vermin or insects;
    - 2) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;
    - 3) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;
 but this shall not exclude:



- A such **Damage** which itself results from other **Damage** and is not otherwise excluded;
- B subsequent **Damage** which itself results from a cause not otherwise excluded.
- iv) **Damage** caused by disappearance or unexplained loss;
- v) **Damage** to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one **Period of Insurance** and which:
  - 1) does not result from:
    - A the construction, demolition, structural alteration or structural repair of any property;
    - B groundworks or excavation works;

at the **Premises**;

- 2) is not otherwise excluded.

#### 4 Basis of Claims Settlement

Unless stated otherwise the insurance on **Rent Receivable** is limited to:

- a) loss of **Rent Receivable**; and
- b) increase in cost of working;

and the amount payable shall be:

- i) in respect of loss of **Rent Receivable**:  
the amount by which the **Rent Receivable** during the **Indemnity Period** shall fall short of the **Standard Rent Receivable** in consequence of the **Damage**; and
- ii) in respect of increase in cost of working:  
the additional expenditure incurred for the sole purpose of avoiding or diminishing the loss in **Rent Receivable** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Damage** but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided less any sum saved during the **Indemnity Period** in respect of such charges and expenses of the **Business** payable

out of **Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

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

## 5 Section Conditions

### 5.1 Advance Rent Receivable

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

- a) to actual negotiations with prospective tenants both before and after the **Damage**;
- b) for demand for similar accommodation in the locality;

the general level of rents applying.

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

### 5.2 Alternative Premises

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

### 5.3 Acquisitions

**We** will pay for loss of **Rent Receivable** for any newly acquired or newly erected **Buildings** or alterations additions or extensions to **Buildings** covered under the Property Damage Section that is not otherwise insured.

Provided that:

- a) the most **We** will pay at any one situation is €130,000 in respect of any newly acquired or newly erected **Buildings** or 10% of the Sum

Insured under this Section up to a maximum of €130,000 in respect of alterations additions or extensions to **Buildings** during any one **Period of Insurance**;

- b) **You** must inform **Us** as soon as practicable of any acquisitions as detailed above and take out insurance cover from the date **Our** liability commenced.

#### 5.4 Automatic Reinstatement after a Loss

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

#### 5.5 Buildings Awaiting Sale

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

- a) during the period prior to the date upon which but for the **Damage** the **Premises** would have been sold:

the loss of **Rent Receivable** being the actual amount of the reduction in **Rent Receivable** solely in consequence of the **Damage**;

- b) during the period commencing with the date upon which but for the **Damage** the **Premises** would have been sold and ending with the actual date of sale or with the expiry of the **Indemnity Period** if earlier:

the loss in respect of interest being:

- i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business;
- ii) the investment interest lost on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) above

less any amount receivable in respect of **Rent Receivable**.

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

#### 5.6 Confirmation of Values at Risk

**You** must provide **Us** at the inception of the **policy** and annually thereafter with full details of the **Rent Receivable**.

#### 5.7 Cost of Re-letting

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

#### 5.8 Failure of Supply

**We** will cover **you** for any loss insured by this section resulting from interruption of or interference with **your business** caused by the accidental failure of

1. the public electricity supply at the 'terminal ends' of **your** supplier's service feeds to the **premises**
2. the public gas supply at **your** supplier's meters to the **premises**
3. the public water supply at **your** supplier's main stop cock serving the **premises** (other than by drought)
4. the public telecommunications services supply (other than satellite services) at the incoming line, terminals or receivers to the **premises**

from which **you** obtain electricity, gas, water or telecommunications services, provided your supplier is situated within the **policy territories**, where such accidental failure is a direct result of damage caused by an insured events A to L under the Property Damage section.

After the application of all other terms and conditions of this section, the most we will pay for any one claim and in total during any one period of insurance is €130,000

The 'Automatic Reinstatement after a Loss' shall not apply in respect of this cover.

The insurance provided by this cover in any one period of insurance shall only apply for the period starting with the accidental failure(s) of supply or service at **your premises** and ending after 12 weeks in total during which time the results of **your** business are affected regardless of the number of incidents, number of **your** suppliers affected during the period of insurance or the number of premises insured.

**We** will not cover

a. any failure

1. which does not involve a cessation of supply for at least 24 hours OR
2. due to an excluded event under the property damage section.

b. loss resulting from failure caused by

1. the deliberate act of any supplier or by them using their power to withhold or restrict supply or services OR
2. strikes or any labour or trade disputes OR
3. solar flare or other atmospheric or weather conditions but we will cover failure due to damage to equipment caused by these conditions.

In any action, lawsuit or other proceedings or where **we** allege that any loss resulting from damage is not covered by this section, it will be your responsibility to prove that they are covered.

### 5.9 Inadvertent Omission to Insure

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

Provided that:

- a) as soon as practicably possible after becoming aware of any **Rent Receivable** not insured **You** shall arrange insurance with **Us** with effect from inception of this **policy** or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- b) this clause shall not apply to any Premises covered under Condition 5.3 – Acquisitions.

- c) **Our** maximum liability for any one claim will not exceed €325,000.
- d) **You** shall carry out at not less than annual intervals a check of all properties owned or leased by **You** and for which **You** are responsible to ensure that effective insurance is in force for such properties.
- e) this clause shall only be effective if We are the sole provider of **Rent Receivable** insurance in respect of **Your** properties owned in connection with the **Business** as defined in the **Schedule** and where **You** have an obligation to arrange such insurance.

### 5.10 Murder, suicide or disease

**We** will cover **you** for any business interruption insured by this section caused solely and directly by;

1. A public authority order to close **your** premises as a result of an outbreak of any of the following diseases at **your** premises;

Acute Encephalitis

Acute Poliomyelitis

Anthrax

Chicken Pox

Diphtheria

Dysentery

Legionellosis

Legionnaires' Disease

Malaria

Measles

Meningococcal Infection

Mumps

Ophthalmia Neonatorum

Paratyphoid fever

Bubonic, Septicemic & Pneumonic Plague

Rabies

Rubella

Tetanus

Tuberculosis

Typhoid Fever

Whooping Cough

Yellow Fever

2. the closing of the whole or part of the premises as a result of murder or suicide at the premises by order of a public authority
3. the closing of the whole or part of the premises by order of the public authority as a result of injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided at the premises
4. the discovery of vermin in the building(s) that prevents the use of or part use of the building(s) by order of a public authority.

**We** will not cover any costs incurred in the cleaning, repair, replacement, recall or checking of the property insured.

Notwithstanding any other provision within this cover, **we** will not cover any disease or incident that the World Health Organization declares as a public health emergency of international concern or notes as a pandemic.

The **maximum indemnity** period for any one period of insurance under this cover shall not exceed 12 weeks commencing from the date of;

- i the compulsory closing of the whole or part of the **premises** (in relation to clause 1 of this cover)
- ii the discovery of murder or suicide (in relation to clause 2 of this cover)
- iii the occurrence of injury or illness (in relation to clause 3 of this cover) or, where there is a series of related injuries or illness, the first occurrence of injury or illness in that series
- iv the order of the public authority (in relation to clause 4 of this cover).

**Our** liability will not exceed €25,000 in any one **period of insurance**.

For the purposes of the cover provided under this cover clause, any references to **damage** or **incident** within the meaning of the defined terms (including the notes thereto), the basis of claim settlement provisions, section or general exclusions and conditions shall be read as if they were references to the cover provided under clauses 1 to 4 above.

#### 5.11 Loss of Investment Income on Late Payment of Rent

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

#### 5.12 Managing Agents Premises

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

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

#### 5.13 New Business

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

#### 5.14 Payments on Account

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

#### 5.15 Denial of access

Where access to **your premises** is prevented by a local or public authority due to imminent threat to of **damage your** premises as a result

of damage to property within a 1 mile radius of **your premises** and where this damage was caused by a **defined peril** covered by the property sections of this **policy we** will cover **you** for loss insured by this section for interference or interruption whether **your premises** or **your** property suffers **damage** or not. **We** will not cover loss, destruction or **damage** to property or any supply undertaking from which **you** obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of these services.

The **maximum indemnity period** under this cover shall be 12 weeks any one **period of insurance** commencing from the date of the **damage**. Our liability for any one claim will not exceed €25,000 any one claim.

#### 5.16 Professional Accountants and Legal Fees

**We** will pay the charges payable by **You** to:

- a) **Your** professional accountants for producing information required by **Us**, under the Claims Notification and Conditions Section, and for reporting that such information is in accordance with **Your** accounts;
- b) **Your** lawyers for determining **Your** contractual rights under any rent cessor clause or insurance break clause contained in the lease;

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

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

#### 5.17 Rent Free Period

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

#### 5.18 Subrogation Waiver

In the event of a claim arising under this Section **We** agree to waive any rights remedies or relief to which they might have become entitled by subrogation against:

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

in each case within the meaning of the Companies Act 2014 current at the time of **Damage**;

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

#### 5.19 Subsidence Heave and Landslip

Special Conditions for Insured Event L - **Subsidence Heave** and **Landslip**.

In so far as this insurance relates to **Damage** caused by **Subsidence, Heave** or **Landslip**:

- a) **You** shall notify **Us** as soon as practicably possible after **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) **We** shall then have the right to vary the terms or cancel this cover.

#### 5.20 Underinsurance

If the **Rent Receivable** shall, at the time of any **Damage** by any insured cause, be of greater value than the Sum Insured stated in the **Schedule, We** will reduce any claim payment to reflect this underinsurance.

#### 5.21 Value Added Tax

To the extent that **You** are accountable to the tax authorities for Value Added Tax all terms in this Section.

## What is not covered

### Transmission and distribution lines exclusion

We will not cover **you** 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.

It is understood and agreed that public utilities extensions and/or suppliers extensions and/or contingent business interruption coverages are not subject to this exclusion, provided that these are not part of a transmitters' or distributors' **policy**.

# Employers' Liability

## 1 Cover

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

## 2 Limit of Liability

**Our** liability under this Section for damages, costs and expenses payable in respect of any one claim or series of claims against **You** consequent upon or attributable to one source or original cause shall not exceed the amount stated in the **Schedule**.

Costs and expenses shall mean:

- a) costs and expenses of claimants for which **You** are legally liable;
- b) other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of reimbursement under this Section;
- c) solicitors fees incurred with **Our** written consent for:
  - i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in **Injury**;
  - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death;which may be the subject of reimbursement under this Section;
- d) legal costs and expenses incurred with **Our** written consent by **You** and, at **Your** request, any director or **Employee**, and costs awarded against **You** or the director or **Employee** arising in connection with a prosecution (including an appeal against any conviction

resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Safety Health and Welfare at Work Act 2005 provided that:

- i) the proceedings relate to the health safety or welfare of **Employees**;
- ii) **We** will not reimburse **You** in respect of:
  - 1) proceedings consequent upon a deliberate act by or omission by **You**, any director or **Employee**;
  - 2) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices; or
  - 3) costs and expenses insured by any other **policy**.

## 3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the **policy** and form part of and are not in addition to the Limit of Liability as stated in the **Schedule**.

### 3.1 Additional Persons Insured

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

provided that **You** would have been entitled to reimbursement under this Section if the claim had been made against **You**;

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

Provided that:

- i) each person shall as though they were **You** observe fulfil and be subject to the terms of this Section insofar as they can apply; and
- ii) **We** shall retain the sole conduct and control of all claims; and
- iii) where **We** are required to cover more than one party the total amount payable to all parties in respect of damages shall not exceed the Limit of Liability as set out in the **Schedule**.

### 3.2 Compensation for Court Attendance

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

- a) any of **your** directors or partners: €325
- b) any **Employee** €130

### 3.3 Unsatisfied Court Judgements

In the event of **Injury** to an **Employee**, sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business**, which results in a judgement for damages being obtained by such **Employee**, or their personal representatives, and which remains unsatisfied in whole or in part six (6) months after the date of such judgement, **We** will, at **Your** request, pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

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

## 4 Exclusions

This Section does not apply to or include cover for or arising out of or relating to:

### 4.1 Offshore

any work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform.

### 4.2 Road Traffic Act

legal liability in respect of which compulsory insurance or security is required to be arranged under the Road Traffic Acts 1961 and 1994 or any subsequent legislation



# Property Owners Liability

## 1 Cover

**We** will cover **You** against all sums that **You** shall become legally liable to pay as damages in respect of accidental:

- a) **Injury** to any person;
- b) loss of or damage to material property;
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
- d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy;

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

## 2 Limit of Liability

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

No cover shall be granted under this Section for the first €325 of each and every occurrence in respect of loss or damage to property.

## 3 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the **policy** and form part of and are not in addition to the Limit of Liability as stated in the **Schedule**.

### 3.1 Additional Persons Insured

In the event of the death of any person entitled to cover under this Section **We** will cover in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

At **Your** request **We** will cover in the terms of this Section:

- a) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement provided that **You** would have been entitled to cover under this Section if the claim had been made against **You**;
- b) any of **Your** directors or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to cover under this Section if the claim had been made against **You**;
- c) any officer committee or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
- d) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for such director or senior official;

Provided that:

- i) each such person shall, as though they were **You**, observe, fulfil and be subject to the terms of this Section in so far as they can apply;
- ii) We shall retain the sole conduct and control of all claims;
- iii) where We are required to cover more than one party the total amount payable to all parties in respect of damages shall not exceed the Limit of Liability as set out in the Schedule.

### 3.2 Compensation for Court Attendance

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

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

### 3.3 Contingent Motor Liability

Exclusion 4.7 shall not apply to legal liability in respect of **Injury**, loss or damage arising out of the use in connection with the **Business** of any motor vehicle not owned or provided by **You**.

The reimbursement will not apply to legal liability:

- a) in respect of loss of or damage to any such vehicle or to goods carried in or on the vehicle;
- b) in respect of Injury, loss of or damage arising while such vehicle is being:
  - i) driven by **You**;
  - ii) driven with **your** general consent or that of **your** representative by any person who to **your** knowledge or that of **your** representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding such a licence;
  - iii) used elsewhere than in the Republic of Ireland; or
  - iv) engaged in racing, pace making reliability trials or speed testing;
- c) in respect of which **You** are entitled to reimbursement under any other insurance:

### 3.4 Costs

**We** will in addition:

- a) pay all other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of cover under this Section;
- b) pay solicitors fees incurred with **Our** written consent for:
  - i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory duty resulting in Injury; and
  - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death;

which may be the subject of cover under this Section;

- c) cover **You** and, at **Your** request, any director or **Employee** in respect of legal costs and expenses incurred with **Our** written consent, and costs awarded against **You** and **Your** director or **Employee** arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the **Period of Insurance** under the Health and Welfare at Work etc Act 2005 provided that:
  - a) the proceedings relate to the health, safety or welfare of persons other than **Employees**;
  - b) **We** will not cover **You** in respect of:
    - i) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices;
    - ii) proceedings which result from any deliberate act by or omission by **You**, any director or Employee;
    - iii) costs and expenses insured by any other **policy**.

### 3.5 Cross Liabilities

This Section shall apply separately to each person named in the **Schedule** as if a separate **policy** had been issued to each provided that if **We** are required to cover more than one party in respect of any occurrence Our total liability shall not exceed the Limit of Liability.

### 3.7 Food Safety Authority of Ireland Act Legal Defence Cost

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

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of **Your Business** as stated on the **Schedule**;
- b) this extension only applies to proceedings brought in the Republic of Ireland;
- c) **You** or **Your** directors or **Employees** give **Us** notice as soon as practicably possible of any summons or other process served upon **You** or **Your** directors or **Employees** and of any event that may give rise to

proceedings against **You** or **Your** directors or **Employees**.

The cover will not apply to legal liability:

- i) where **You** or **your** directors or **Employees** are insured by any other **policy** of insurance;
- ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of **You** or **your** directors or **Employees**;
- iii) for legal costs and expenses which **You** or **your** directors or **Employees** may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of **You** or **your** directors or **Employees**;

- iv) in respect of fines or penalties;
- v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined.

### 3.8 Legionellosis

Exclusion 4.9 - Pollution shall not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like.

Provided that;

- a) **We** will only cover **You**:
  - i) in respect of claims arising from Pollution which arise out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like first made in writing to **You** during the Period of Insurance; or
  - ii) if the first notification of a circumstance which has caused or is alleged to have caused Injury or damage and can be expected to give rise to a claim arising from Pollution which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like is notified to **Us** during the Period of Insurance or within thirty (30) days after the expiry of the same Period of Insurance;
- b) **Our** liability under this extension for all compensation (including interest thereon) and claimants costs and expenses payable shall not exceed €1,300,000 and for all claims arising from **Pollution** shall not exceed the Limit of Liability as stated in the **Schedule**;
- c) this extension shall not apply to any claim arising from **Pollution** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like if before the **Period of Insurance** **You** had become aware of circumstances which have given or may give rise to such **Pollution**.

### 3.9 Libel and Slander

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

Provided always that:

- a) the cover granted by this clause will apply solely to **your** in-house and trade publications;
- b) Our liability under this extension will not exceed €325,000 in any one Period of Insurance.

### 3.10 Overseas Personal Liability

We will cover **You** and, if **You** so request, any of **Your** directors, partners or **Employees** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the Republic of Ireland in connection with the **Business**.

The cover will not apply to legal liability:

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

### 3.11 Rented Premises

Exclusion 4.12 shall not apply to premises leased, let, rented, hired or lent to **You**.

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

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

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

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

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of **Your Business** as stated on the **Schedule**;
- b) this extension shall apply only to proceedings brought in the Republic of Ireland;
- c) **You** and **Your** directors or **Employees** shall give **Us** notice as soon as practicably possible of any summons or other proceedings against **You** or **Your** directors or Employees.

The cover will not apply to legal liability:

- i) where **You** or **your** directors or Employees are insured by any other **policy** of insurance;
- ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of **You** or **your** directors or Employees;
- iii) in respect of legal costs and expenses which **You** or **your** directors or Employees may be ordered to pay by a court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of **You** or **your** director or Employee;
- iv) in respect of fines or penalties;
- v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined; and
- vi) unless We have the sole conduct and control of all claims.

## 4 Exclusions

This Section does not apply to or include cover for or arising out of or relating to:

### 4.1 Aircraft and Watercraft

- a) work in or on aircraft;
- b) work in or on airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access; or
- c) the ownership possession or use by **You** or on **Your** behalf of any aircraft watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon).

### 4.2 Asbestos

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

### 4.3 Contracts and Agreements

any legal liability assumed by **You** under agreement unless the conduct and control of claims is vested in **Us** but cover shall not in any event apply to liquidated damages, fines or penalties.

### 4.4 Defective Premises

the costs of remedying any defect or alleged defect in land or premises sold or disposed of by **You** or for any reduction in the value of such land or premises.

### 4.5 Injury to Employees

any Injury to an Employee.

### 4.6 Known Prior Circumstances

circumstances which **You** or person insured knew or ought to have known was likely to give rise to a claim prior to the inception date of this **policy**.

### 4.7 Motor Vehicles

the ownership, possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or attached trailer in circumstances

where compulsory insurance or security is required or where insurance is provided by another **policy** provided always that:

This exclusion shall not apply in respect of liability arising during the act of loading or unloading any such mechanically propelled vehicle or attached trailer unless insurance is provided by another **policy**.

### 4.8 Offshore

any work undertaken or operations located **Offshore**.

### 4.9 Pollution

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

All **Pollution** which arises out of one incident shall be treated as having occurred at the time such incident takes place.

**Our** liability for all damages payable in respect of all **Pollution** which is treated as having occurred during the **Period of Insurance** shall not exceed in the aggregate the amount shown in the **Schedule** as the Limit of Liability for any one event.

### 4.10 Products Supplied

any **Injury** or loss of or damage to property caused by or in connection with any product or item, including containers, packaging, instruction, or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **You** or on **Your** behalf or any structure, constructed, erected or installed or contract work executed by **You** or on **Your** behalf in the course of the **Business** which have ceased to be in **Your** custody or control other than food or drink provided as a service at **Your Premises** to **Employees** or visitors.

### 4.11 Professional Advice

any professional advice, design or specification provided by **You** or on behalf of **You** for a fee.

#### 4.12 Property

any loss or damage to:

- a) property belonging to **You**; or
- b) property which is leased, let, rented, hired or lent to **You** or which is the subject of a bailment to **You**.

#### 4.13 Property Being Worked Upon

any loss of or damage to that part of any property upon which **You** are or have been working where the loss or damage is the direct result of such work.

#### 4.14 Punitive Damages

any aggravated exemplary vindictive or punitive damages awarded by any Court of Law.

#### 4.15 Overseas establishment

any associated or subsidiary company of yours, or

any of **your** branch offices, or any representative

of yours with power of attorney, registered, having premises or resident outside the **policy** territories.

### 5 Conditions

#### 5.1 Discharge of Liability

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

#### 5.2 USA and/or Canada

Where this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced in the United States of America or Canada or in any subsequent action brought elsewhere in the world to enforce an action for damages commenced in the

United States of America or Canada, **Our** liability in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with **Our** written consent shall not exceed the Limit of Liability and shall exclude punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties.

# Caring for you

There may be times when **you** feel **you** do not receive the service **you** expect from us.

Here's our complaints process to help **you**.

- ▶ For a complaint about **your policy**, contact **your** Broker or local AXA insurance branch.
- ▶ For a complaint about **your** claim, contact our claims action line on 01 8927142

**If we can't sort out your complaint, you can contact our Customer Care Department on 0818 505505 or:**

- ▶ email: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
- ▶ write to AXA Insurance, Customer Care, Freepost, Dublin 1.

**If you're unhappy with how we've dealt with your complaint, you may be able to refer to:**

- ▶ Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin D02 VH29.
- ▶ Tel: +353 1 567 7000.
- ▶ Email: [info@fspoi.ie](mailto:info@fspoi.ie)
- ▶ Email: [www.info@fspoi.ie](http://www.info@fspoi.ie)
- ▶ Web: [www.fspoi.ie](http://www.fspoi.ie)

## **Our promise to you**

- ▶ We will reply to **your** complaint within five days.
- ▶ We will investigate **your** complaint.
- ▶ We will keep **you** informed of progress.
- ▶ We will do everything possible to sort out **your** complaint.
- ▶ We will use feedback from **you** to improve our service.



## We're here to help.

If you have any questions contact your Broker

For help with claims, ring us on

**0818 7 365 24**