

Propsure Policy Document

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Introduction

Thank You for choosing to insure with Everest Insurance (Ireland) DAC (hereinafter referred to as EIID).

This **Policy** wording, the **Schedule**, and any endorsements should be read together as they form **Your Policy** of insurance with **Us**.

Please take time to read all parts of the **Policy** to make sure they meet and continue to meet **Your** needs, and that **You** understand the terms, exclusions and conditions.

If **You** wish to change anything, if anything is incorrect or You think something has been left out, or if there is anything **You** do not understand, please let **Your** insurance broker know.

This **Policy** wording contains

- the **Policy** Definitions, **Policy** Conditions and **Policy** Exclusions, all of which apply to all Sections of the **Policy**
- the Sections of Cover, including any special definitions, **Extensions**, Exclusions and Conditions related to that Section

The **Schedule** confirms which Sections of Cover are insured and specifies all of the **Extension** limits applicable to **Your Policy**.

Any Section or **Extension** stated to be 'Not Included' in the **Schedule** shall be inoperative.

The Insurance Contract:

In return for payment of the **Premium** shown in the **Schedule**, **We** agree to insure **You**, subject to the terms, conditions and limitations contained in or endorsed on this insurance **Policy**, against loss or **Damage You** sustain or legal liability **You** incur during the **Period of Insurance**.

This document including the **Schedule** and any endorsement(s) attached form **Your Policy**. This **Policy** sets out the conditions of the insurance between **You** and **Us**. Please read the whole document carefully and keep it in a safe place.

Important information:

It is important that:

- **You** check that the sections **You** have requested are included in the **Schedule**
- **You** check that the information **You** have given us is accurate – see the “information **You** have given **Us**” section
- **You** notify **Us** as soon as practicable of any inaccuracies in the information **You** have given **Us**
- **You** comply with **Your** duties under each section and under this insurance **Policy** as a whole

Information You have given us:

In deciding to accept this **Policy** and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask, by answering them honestly and with reasonable care, and by ensuring that all the information provided to **Us** is accurate and complete.

If the information is not accurate and complete, we have the following rights:

If **You** make an innocent misrepresentation, **We** will pay the claim, **We** will not be entitled to avoid the **Policy** on the ground that there was a misrepresentation.

The term “negligent misrepresentation” means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the **Policy** but an answer which was provided, or information which was volunteered, by **You** involves a negligent misrepresentation, the remedy available to **Us** shall reflect what **We** would have done had **We** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

(i) if **We** would not have entered into the **Policy** on any terms, **We** may avoid the **Policy** from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

(ii) if **We** would have entered into the **Policy**, but on different terms, the **Policy** is to be treated as if it had been entered into on those different terms if **We** so requires;

(iii) if **We** would have entered into the **Policy**, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on the relevant claim.

Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the **Policy**, **We** may either:

- (i) give notice to **You** that in the event of a claim it will exercise the remedies in paragraphs (i)-(iii) above as appropriate; and/or
- (ii) terminate the **Policy** by giving reasonable notice.

If **You** make a fraudulent misrepresentation, **We** can treat the **Policy** as if it never existed, and decline the claim. **We** need not return any of the **Premium** paid under the **Policy**.

We will write to **You** if **We**:

- Intend to treat **Your Policy** as if it never existed; or
- Need to amend the terms of **Your Policy**.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as practicable.

Cancellation - How this Policy can be cancelled:

You can cancel this **Policy** within 14 days (the "cooling off period") of

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**,

If **You** cancel during the cooling off period, **You** are entitled to a full return of 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**. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual **Premium**.

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 can cancel this **Policy** by giving **You** 30 days' notice in writing. **We** will only do this for a valid reason. Examples of non-exhaustive valid reasons are as follows:

- non-payment of **Premium**.
- an alteration or material change in the risk which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request

How to Make a Claim

If **You** want to make a claim under this **Policy**, please contact.

Crawford & Company

38-39
Fitzwilliam Square West,
Dublin 2,
Ireland,
D02 NX53

Email: propsure@crawco.ie

Telephone: (01) 5767414

Things **You** must do when notifying a claim:

- **You** must notify **Us** as soon as reasonably practicable and, in any event, within 30 days of **You** becoming aware of any claim, occurrence or circumstance which might result in a claim falling within the terms of this **Policy**, giving full details of what has happened.
- **You** must provide **Us** with any information **We** require, including responding to reasonable requests for information in an honest and reasonably careful manner.
- If a claim is made or threatened against **You**, **You** must forward to **Us** as soon as reasonably practicable any letters, claims, legal process or other legal documents **You** receive.
- **You** must inform the Garda as soon as reasonably practicable following any loss from violent or malicious acts, theft or attempted theft or lost property.
- **You** must not admit liability or offer or agree to settle any claim without **Our** written permission.
- **You** must take all reasonable care to limit any loss, **Damage** or injury.

How We deal with Your claim

We may at **Our** discretion:

- take full responsibility for conducting, defending or settling any claim in **Your** name; and
- take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance **Policy**.

We will:

- handle promptly and fairly any claim made under this **Policy**;
- engage with **You** as regards a claim, and such engagement shall include providing an opportunity to **You** to submit to **Us** relevant evidence which could inform **Our** determination as regards the claim;
- where a claim has been settled or otherwise disposed of, inform **You** of the amount for which it has been settled or otherwise disposed of and the reason or reasons for its being settled or so disposed of; and pay any sums due to **You** in respect of the claim within a reasonable time.

Fraudulent claims:

If **You** make a fraudulent claim under this **Policy**, **We**:

- are not liable to pay the claim; and
- may recover from **You** any sums paid by us in respect of the claim; and
- may by written notice to **You** (as soon as is reasonably practicable after becoming aware that **You** have made a fraudulent claim) treat this **Policy** as having been terminated with effect from the time of the fraudulent act; and
- need not return any of the **Premium** paid.

False or Misleading claims:

If **You** make a claim that contains information that is false or misleading in any material respect and which **You** either know to be false or misleading or **You** consciously disregard whether it is false or misleading, **We** shall be entitled to refuse to pay the claim and shall be entitled to terminate the **Policy**.

How to Make a Complaint

At Everest Insurance (Ireland) DAC, **We** are committed to providing excellent service throughout the life of **Your Policy** and the claims process.

However, if **You** believe that **We** have fallen short of the service **You** expect, please let **Us** know so that **We** can try to correct what went wrong.

In the first instance please contact **Your** usual insurance broker or if it relates to a claim, the claims team dealing with **Your** claim. Most complaints can be dealt with straight away to **Your** satisfaction.

If **You** are still unhappy with any aspect of **Your Policy**, Claim or the service **You** have received please refer the matter to

By post:

The Compliance Officer
Everest Insurance (Ireland) DAC
Huguenot House
35/38 St Stephens Green
Dublin 2
Ireland
D02 NY63

By Email: EIIDCustomerCare@everestglobal.com

We take complaints seriously and hope to resolve them in a timely manner. If **You** are an individual or a business defined as a consumer in the Consumer Protection Code 2012, and we have not given **You** a decision after 40 business days, **You** can contact:

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

Telephone: +353 1 567 7000

Email: info@fspo.ie

The FSPO's decision is binding upon all parties to the policy save for an appeal to the High Court.

The FSPO is an independent service in the Republic of Ireland for settling disputes between consumers and businesses providing financial services. More information is available in the FSPO website at www.fspo.ie

Financial Services Compensation Scheme

We are covered by the Central Bank of Ireland's Insurance Compensation Fund (ICF). **You** may be entitled to compensation from the ICF if **we** are unable to meet **our** obligations to **You** under this insurance.

Further details are available at <https://centralbank.ie> or The Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3

Policy Definitions

The following definitions apply to the whole of the **Policy** and wherever these words appear within the **Policy** in bold type they have the same meaning throughout this **Policy**.

Bodily Injury

Death, bodily injury, illness or disease.

Buildings

The buildings of the **Premises** specified in the **Schedule** including:

- a) landlord's 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.
- h) landscaping excluding external ponds and lakes.

Business

Only as stated in the **Schedule** including

- 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.

Compensation

Damages imposed by law for which **You** are legally liable, including any interest payable by **You** on the damages and any legal costs or expenses of another party that **You** are ordered to pay.

Computer Systems

Any computer hardware, software, communications system, electronic device (including but not limited to smart phone laptop tablet wearable device), server, cloud or

microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility owned or operated by **You** or any other party

Consequential Loss

- a) pre-agreed damages, expenses or penalties payable and set out in the terms of a contract including where a specific monetary amount for the damages or penalties is pre-agreed or is to be calculated using a pre-agreed method
- b) pure economic or pure financial losses including any loss, expense or damages that arise other than as a consequence of **Damage** being caused to property or a physical injury
- c) indirect loss including any loss, loss of profit, expense or damages payable following a breach of a contract but which are not a natural consequence of that breach and only payable because of special knowledge on the part of the paying party prior to the breach
- d) liability for a), b) or c) above specifically assumed under a contract for loss consequent upon **Damage**, where the liability would not have attached in the absence of such contract.

Costs and Expenses

All costs and expenses incurred with **Our** written consent in respect of a claim or likely claim against **You** or representation of **You** at proceedings in any court arising out of any alleged act or omission resulting in a claim which may be the subject of **Compensation**. Such written consent not to be unreasonably withheld.

Damage

Accidental physical loss or destruction or **Damage**.

Data

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

Declared Value

Your assessment of the cost of reinstatement of the **Property Insured** at the level of costs applying at the start of the **Period of Insurance** (ignoring later effects of inflation) together with due allowance for:

- a) additional cost of reinstatement to comply with statute law regulations and public authority requirements
- b) professional fees
- c) debris removal costs.

Deductible

The amount stated in the **Schedule** for which **You** are responsible, and which will be deducted from each and every claim.

Employee(s)

Employee shall mean:

- (a) any person under a contract of service or apprenticeship with **You**
- (b) any labour master or labour only subcontractor or persons supplied by any of them
- (c) any self-employed person
- (d) any person under a work experience scheme
- (e) any person hired or borrowed by **You**

working for the Insured in connection with the **Business**

Extension(s)

The additional cover to any Section (unless stated in the **Schedule** as Not Included) which will always be subject to the General **Policy** Conditions and all Conditions, Exclusions and terms specified in that Section, and to any specified **Limit of Liability** or **Sum Insured** stated in the **Schedule** to that Section or **Extension**.

Indemnity Period

The period beginning with the occurrence of the **Damage** or incident and ending not later than the end of the **Maximum Indemnity Period** thereafter, during which **Your Business** is affected as a result of the **Damage** or incident.

Landlord's Contents

Contents comprising furniture and furnishings, video and/or audio building management systems and security equipment including cameras and lights and other similar equipment, statues and/or garden furniture all the property of **You** or held by **You** in trust and for which **You** are responsible situated within the common parts of the **Premises**.

Limit of Liability

The Limit of Liability shall mean

- a) the total **Sums Insured** under each Section
- b) the **Sum Insured** for any one item
- c) any specific **Limit of Liability** shown in the **Policy** Sections

whichever is the lesser as stated in **Your Schedule**, or the **Policy** wording.

Loss of Rent

The amount by which the actual rent received during the **Indemnity Period** falls short of the **Rent Receivable** which but for the **Damage** would have been received.

Maximum Indemnity Period

The maximum period stated in the **Schedule** in respect of the relevant **Rent Receivable** item.

Money

Cash, cheques, vouchers, tickets or any alternative payment methods whether physical or electronic, belonging to **You** or for which **You** have accepted responsibility.

Offshore

From the point of embarkation onto a conveyance at the point of final departure to an offshore rig, offshore platform or offshore installation until disembarkation from a conveyance onto land following return from an offshore rig, offshore platform or offshore installation.

Period of Insurance

The period of cover as stated in the **Schedule**.

Policy

The Policy wording, the **Quotation**, the statement of fact and the **Schedule** and any subsequent variation or endorsement agreed by **Us**.

Pollution

Discharge, dispersal, seepage, migration, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the atmosphere, air, land (including building(s) or other structures thereon) or any water course, surface water, ground water or body of water.

Premises

The premises as stated in the **Schedule**.

Property Insured

Buildings, Landlords' Contents and any other items stated in the **Schedule**

Quotation

The quotation form provided by **Us** which forms part of this **Policy**.

Rent Receivable

The amount received or receivable by **You** for tenancies including service charges rendered in the course of the **Business** at the **Premises**.

Schedule

The Schedule (or any replacement) specifying the coverage and limits insured.

Subsidiary

Any company as defined in Section 7 of the Companies Act 2014 or any subsequent or superseding legislation.

Sum Insured

The sum specified as the Sum Insured in the **Schedule** or by Endorsement. **Schedule**

Territorial Limits

Territorial Limits means The Republic of Ireland.

Terrorism

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

Unoccupied Buildings

Buildings or part of any **Buildings** which are not in use by **You** or **Your** tenant for their normal intended use.

You/Your/Yours

The person(s) or corporate body named in the **Schedule** excluding any domiciled in any North American or Canadian territories.

We/Us/Our

Everest Insurance (Ireland) DAC and other insurers as stated in the **Schedule** for their indicated proportion.

General Policy Conditions

The following conditions apply to the whole **Policy** unless expressly stated to the contrary in the Sections.

Other conditions that apply to a particular Section of Cover will be shown in that Section of Cover.

Alteration of Risk

You must tell **Us** as soon as possible if any of the information **You** provided to **Us** previously has changed, or if there is any new information that may increase the risk of loss insured under this **Policy**.

Failure to do so may result in **Your** insurance cover no longer being valid and claims not being paid. If **You** are in any doubt about any change, please tell **Us**.

We do not have to accept any request to change **Your Policy**. If **We** accept any change to **Your Policy**, an increase in the premium or different terms or conditions of cover may be required by **Us**.

Arbitration

Any dispute between **You** and **Us** regarding **Our** liability in respect of a claim or the amount to be paid shall in default of agreement be referred to arbitration within 12 months of the dispute arising to an arbitrator appointed jointly by **You** and **Us** or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such arbitrator shall be final and binding on both **You** and **Us**. Where any difference is referred to arbitration the making of an award shall be a condition to any right of action against **Us**.

If the dispute is not referred to arbitration within 12 months, **We** will assume **You** have abandoned the dispute.

Law and Jurisdiction

This **Policy** will be governed by the laws of the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

Claims Conditions

If **You** learn of any circumstances likely to give rise to a claim under this **Policy You** must:

- a) tell **Us** as soon as reasonably possible and give **Us** or any person authorised by **Us** any assistance that **We** may reasonably require
- b) as soon as is reasonably possible tell the Garda if the **Damage** is by theft or attempted theft, or by riot, civil or labour or political disturbances, or vandals or malicious people

- c) as soon as is reasonably possible send to **Us** any claim form, application notice, summons or equivalent issued against **You**
- d) supply at **Your** own expense full details of the claim in writing including any supporting evidence and information that **We** require within the following periods:
 - i) 7 days for **Damage** by riot, or civil or labour or political disturbances or vandals or malicious people
 - ii) 30 days after the expiry of the **Indemnity Period** under the Loss of Rent Section
 - ii) 30 days after any other **Damage**, interruption or **Bodily Injury**
- e) take action to minimise the **Damage** and to avoid interruption or interference with the **Business** and to prevent further injury or **Damage**.
- f) allow **Us** to access any **Premises** where **Damage** has occurred and allow **Us** to take and keep possession of or to deal with property in any reasonable manner

You must not make any admission of liability, promise, payment, compensation, negotiation or settlement of any sort without **Our** written consent.

You must not abandon any property to **Us**.

We will be entitled to conduct in **Your** name the handling, investigation, defence or settlement of any claim, or to take action to seek recovery from any third party in respect of any loss covered by this **Policy** and will have full discretion in the conduct of any such proceedings.

We may not pay all or part of **Your** claim where **You** have not complied with any part of these conditions.

Composite Insured

Where any other party or parties are named as being a Composite Insured in the **Schedule** or **Property Summary** then the following will apply. If there is any non-disclosure, misrepresentation or failure to comply with this **Policy's** terms or conditions by one party this will not affect the rights of the other party or parties under this **Policy**, provided that the other party or parties on becoming aware of such non-disclosure, misrepresentation or failure to comply with this **Policy's** terms or conditions, tell **Us** in writing as soon as possible.

Discharge of Liability

We may choose to pay any amount up to the **Limit of Liability** for which any claim or claims can be settled. If we do so, we will not pay any further amounts relating to that claim except for the payment of **Costs and Expenses** incurred with **Our** written consent before the date of such payment.

Precontractual Representation

You acknowledge and accepts the following:

- a) **You** have a legal duty prior to entering the **Policy** and/or prior to the renewal of the **Policy** to provide responses to questions asked by **Us** in relation to the risk(s) to be insured.
- b) a matter about which **We** ask a specific question is material to the risk undertaken by **Us** or the calculation of the premium by **Us** or both.
- c) **You** have a legal duty to answer all questions asked by **Us** honestly and with reasonable care.
- d) while **We** acknowledge that **You** have no legal duty of voluntary disclosure, **We** shall ensure that information which is voluntarily provided by or on behalf of **You** is provided honestly and with reasonable care.

Fraud

If **You** dishonestly or fraudulently make any claim or exaggerate any claim, **We** will not be liable to pay that claim and **You** must repay to **Us** any amounts already paid by **Us** in respect of that claim. **We** may cancel this insurance from the date of the fraudulent act on written notice to **You**, and will not pay any claims after the fraudulent act, and **We** will not return any premium.

Non-Invalidation

This insurance will not be invalidated by anything which increases the risk of **Damage** provided that:

- a) it occurs without **Your** authority or knowledge or is beyond **Your** control.
- b) **You** tell **Us** as soon as **You** become aware of the increased risk of **Damage**
- c) **You** pay any additional premium if required.

Other Insurances - Contribution

If any claim covered under this **Policy** is also covered by another **Policy** or would have been covered if this **Policy** did not exist, **We** will only pay **Our** proportion of such claim even if the other insurer refuses the claim.

Reasonable Precautions

You must at **Your** own expense take all reasonable precautions to prevent or minimise any **Damage** or any Injury to **Employees** or the public. **You** must as soon as possible after discovery make good or remedy any defect or danger and take such additional

precautions to prevent loss, **Damage** or liability or further loss, **Damage** or liability as the circumstances may require.

Rights of Third Parties

A person or company who is not specifically named in this **Policy** has no right to enforce any term of this **Policy** (unless **We** have specifically approved such right of enforcement), but this does not affect any right or remedy of a third party which exists under this **Policy**,

Sanctions

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

If any such sanction, prohibition or restriction takes effect during the **Period of Insurance** **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to **You** or **Us**.

Subrogation

We are entitled:

- a) in **Your** name or on **Your** behalf to take steps to enforce **Your** rights against another person or any other entity prior to or after **We** have paid a claim
- b) to take over the defence or settlement of a claim against **You** by another person.

We agree to waive any rights, remedies or relief to which **We** might become entitled by subrogation against

- i) any **Subsidiary** or parent company of or to **You** in each case as defined by current legislation
- ii) any tenant or lessee unless the **Damage** is caused by a criminal or malicious act of the tenant or lessee.

Survey Condition

We may issue or renew this **Policy** subject to completion of a survey or surveys of the **Premises**.

Pending completion of such survey(s) **We** will provide cover on the terms, conditions, provisions, exclusions and limits as specified in the **Policy**.

In the event that a survey reveals that in **Our** opinion a risk or any part of it is not satisfactory, **We** reserve the right to amend the cover terms and conditions of the **Policy**

or suspend or withdraw cover from the date cover was inception or renewed, or from any other date specified by **Us**.

If a survey gives rise to risk improvement requirements, **You** must comply with all such risk improvement requirements within the timescales specified. In the event that a risk improvement is not completed within the timescales specified, **We** reserve the right to either continue cover subject to alteration of the cover terms and conditions, or to suspend or withdraw cover from any date specified by **Us** after inception or renewal.

If **We** amend the cover terms or conditions, then **You** will have 10 working days from the date **You** receive them, to accept or reject the revised cover terms and conditions.

If **You** elect to reject the revised basis of cover, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance**, **You** will be entitled to cancel the **Policy** and a refund of the premium paid, calculated on a pro-rata basis. The amount of any premium to be refunded will be reduced by all unpaid premiums or unpaid premium instalments due.

If **We** cancel cover, then provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance**, **You** will be entitled to a refund of the premium paid, calculated on a pro-rata basis. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

Unoccupied Buildings Condition

We will not pay a claim whenever an **Unoccupied Building** is left unattended for more than 30 consecutive days unless:

- a) **You** notify **Us** as soon as **You** become aware that all or part of the **Premises** becomes an **Unoccupied Building**, and also when they become occupied again
- b) the mains services are turned off and the water system is drained (except those required to operate any sprinkler system fire alarm system or intruder alarm system)
- c) an inspection is completed internally and externally at least once every 7 days and a record of such is kept and made available to **Us** upon request
- d) any accumulations of combustible materials are removed during inspections
- e) any accumulations of waste from any renovation work are kept outside in skips, and such skips be removed at least weekly from the site
- f) the **Premises** are secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms and setting any alarm system in operation

General Policy Exclusions

The following exclusions are applicable to all Sections of the **Policy** unless stated otherwise in the Sections.

Other exclusions that apply to a particular Section of Cover will be shown in that Section of Cover

Communicable Disease Exclusion

This **Policy**, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical **Damage** occurring during the period of insurance. Consequently, and notwithstanding any other provision of this **Policy** to the contrary, this **Policy** does not insure any loss, **Damage**, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this exclusion, loss, **Damage**, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- a) for a Communicable Disease, or
- b) any **Property Insured** hereunder that is affected by such Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 1) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 3) the disease, substance or agent can cause or threaten **Damage** to human health or human welfare or can cause or threaten **Damage** to, deterioration of, loss of value of, marketability of or loss of use of **Property Insured** hereunder

This exclusion applies to all coverage **Extensions**, additional coverages, exceptions to any exclusion and other coverage grant(s), except this exclusion shall not apply to the **Terrorism** Section, Property Owners' Liability Section, Employers' Liability Section nor the cover expressly provided under the Specified Diseases, Vermin, Pests, Murder and Suicide **Extension**.

All other terms, conditions and exclusions of the **Policy** remain the same.

Electronic Risks - Cyber Exclusion

- 1) Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto this **Policy** excludes any:
 - a) CYBER LOSS unless subject to the provisions of paragraph 2

- b) loss **Damage** liability claim cost expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any loss of use reduction in functionality repair replacement restoration or reproduction of any **DATA** including any amount pertaining to the value of such **DATA** unless subject to the provisions of paragraph 3

regardless of any other cause or event contributing concurrently or in any other sequence thereto

- 2) Subject to all the terms conditions limitations and exclusions of this **Policy** or any endorsement thereto this **Policy** covers physical loss or physical **Damage** to **Property Insured** under this **Policy** caused by any ensuing fire or explosion which directly results from a CYBER INCIDENT unless that CYBER INCIDENT is caused by contributed to by resulting from arising out of or in connection with a CYBER ACT including but not limited to any action taken in controlling preventing suppressing or remediating any CYBER ACT

- 3) Subject to all the terms conditions limitations and exclusions of this **Policy** or any endorsement thereto should **DATA** PROCESSING MEDIA owned or operated by **You** suffer physical loss or physical **Damage** insured by this **Policy** then this **Policy** will cover the cost to repair or replace the **DATA** PROCESSING MEDIA itself plus the costs of copying the **DATA** from back-up or from originals of a previous generation.

These costs will not include research and engineering nor any costs of recreating gathering or assembling the **DATA**.

If such media is not repaired replaced or restored the basis of valuation shall be the cost of the blank **DATA** PROCESSING MEDIA however this **Policy** excludes any amount relating to the value of such **DATA** to **You** or any other party even if such **DATA** cannot be recreated gathered or assembled

- 4) In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect
- 5) This exclusion supersedes and if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on CYBER LOSS **DATA** or **DATA** PROCESSING MEDIA replaces that wording, except this exclusion shall not apply to the cover expressly provided under the **DATA** Protection **Extension**

For the purposes of this exclusion the following definitions shall apply and appear in UPPERCASE

CYBER LOSS means any loss, **Damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.

CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

CYBER INCIDENT means

- i) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any **COMPUTER SYSTEM** or
- 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 SYSTEM**

COMPUTER SYSTEM means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility owned or operated by **You** or any other party

DATA means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a **COMPUTER SYSTEM**

DATA PROCESSING MEDIA means any **Property Insured** by this **Policy** on which **DATA** can be stored but not the **DATA** itself.

Pollution

This **Policy** does not cover any loss, **Damage**, legal liability, cost, or other sum, directly or indirectly caused by or arising out of Pollution unless caused by

- a) **Pollution** which itself results from an Insured Event
- b) any Insured Event which itself results from **Pollution**.

Radioactive Exclusion

This **Policy** does not cover 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 any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
- e) any chemical biological bio-chemical or electromagnetic weapon

Territorial Limits

This **Policy** does not cover **Damage** outside of the **Territorial Limits** except where expressly stated to the contrary

War

This **Policy** does not cover **Damage**, loss, cost, expense or liability or whatsoever nature or directly or in any way occasioned by or in consequence of or arising out of war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or nationalisation, confiscation, requisition, seizure or destruction by order of the Government or any Public Authority.

Property Damage Section

The Cover

We will cover **You** for **Damage** to **Property Insured** at the **Premises** described in the **Schedule** caused by any of the Insured Events included under this Section occurring during the **Period of Insurance**, subject to the provisions of this **Policy** and not being otherwise excluded.

Insured Events

The following Insured Events are only covered when shown as included in **Your Schedule**

1. Fire & Lightning

Fire excluding **Damage** caused by

- a) explosion resulting from fire
- b) earthquake or subterranean fire

2. Explosion

Explosion excluding **Damage** caused by or consisting of the bursting by steam pressure of a boiler economiser or other machine where internal pressure is due to steam only, that belongs to **You** or is under **Your** control, unless it is used for domestic purposes only.

3. Aircraft

Aircraft and other aerial devices or articles dropped from them

4. Riot & Malicious Damage

Riot or civil, labour or political disturbances or vandals or malicious people excluding **Damage**

- a) caused by theft or attempted theft
- b) arising from confiscation, requisition or destruction by order of government or any public authority
- c) resulting from stoppage of work

5. Earthquake

Earthquake

6. Storm or Flood

Storm, tempest or flood, excluding

- a) **Damage** by frost, subsidence, ground heave or landslip
- b) **Damage** due to a change in the water table level
- c) **Damage** to fences and gates unless caused by falling trees or there is **Damage** to structural parts of the Buildings at the same time;
- d) **Damage** to trees, plants, shrubs and turf unless there is **Damage** to the Buildings at the same time.
- e) **Damage** to any movable property in the open.

7. Escape of Water or Oil

Escape of water or oil from any tank, apparatus or pipe, excluding **Damage** by water discharged or leaking from any automatic sprinkler installation.

8. Impact

Impact by any road or rail vehicle or animal

9. Sprinkler Leakage

Accidental escape of water from any automatic sprinkler installation in the **Buildings** excluding

- a) **Damage** caused by explosion, earthquake, subterranean fire or heat caused by fire
- b) **Damage** caused by freezing or unfreezing of the installation or any part of it in any **Unoccupied Building**

10. Theft

Theft or attempted theft excluding

- a) **Damage** to Contents unless there has been forcible and violent entry to or exit from the Building.
- b) theft or attempted theft caused or contributed to or by any of **Your Employees** or any person lawfully on the **Premises**
- c) acts of deception unless such deception is used only to gain entry to the **Premises**

11. Subsidence

Subsidence, ground heave or landslip of any part of the **Premises** on which the **Buildings** stand excluding

- a) **Damage** caused by collapse, cracking, shrinkage, expansion or settlement of **Buildings** or any part thereof

- b) **Damage** caused by coastal or river erosion
- c) **Damage** caused by defective design, workmanship or defective materials
- d) **Damage** caused by settlement or movement of made up ground
- e) **Damage** caused by the normal settlement or bedding down of new structures
- f) **Damage** to solid floors or resulting from their movement unless the foundations beneath the **Buildings** are damaged at the same time and from the same cause
- g) **Damage** to yards, car parks, roads, pavements, walls, gates fences, paved areas or footpaths unless a building insured by this Section is damaged by the same cause at the same time
- h) **Damage** caused by fire, subterranean fire, explosion, earthquake or the escape of water from any tank apparatus or pipe
- i) **Damage** which originates prior to the inception of this cover
- j) **Damage** caused by demolition, construction, structural alteration or repair to any **Buildings** or groundworks or excavation at the same **Premises**

12. Accidental Damage

Any other **Damage** excluding

- a) **Damage** by any of the Insured Events 1 - 11 or the causes excluded for each of these Insured Events (whether or not insured)
- b) **Damage** caused by or consisting of a pre-existing but unseen defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials, but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded elsewhere in the **Policy**
- c) **Damage** caused by or consisting of corrosion, rust, wet or dry rot, mould, mildew, fungus, spores of any type, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish
- d) acts of fraud or dishonesty by any partner, director or **Employee** of **You** but this shall not exclude such **Damage** not otherwise excluded which itself results from any of the Insured Events 1 - 11
- e) faulty or defective workmanship by **You** or **Your Employees**
- f) the collapse or cracking of **Buildings**
- g) the cost of normal maintenance, redecoration or repair
- h) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates.
- i) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection with them

but **We** will cover subsequent **Damage** which results from a cause which is not otherwise excluded in the **Policy**

Basis of Settlement

If any of the **Property Insured** suffers **Damage** caused by an Insured Event covered under this **Policy**, **We** will choose to either pay **You** the amount of loss or reinstate or replace such **Property Insured** provided that **We** do not pay **You**, in any one **Period of Insurance**, more than the **Sum Insured** shown in each relevant Section of the **Schedule** or any other stated **Limit of Liability**.

Reinstatement (Day One Basis)

If the **Buildings** item stated in the **Schedule** to this Section shows a **Sum Insured** and a **Declared Value**, then the insurance provided by this Section in respect of these items is on a Reinstatement (Day One Basis). **We** will pay the cost of rebuilding to a condition substantially the same as, but not better or more extensive than, the condition when new. The **Sum Insured** represents the **Declared Value** plus the inflation provision percentage shown in the **Schedule**.

Special Conditions:

- A on or before the start of the **Period of Insurance**, **You** must notify **Us** of the **Declared Value** of the **Property Insured**;
- B if **You** do not notify **Us**, **We** will take the last amount declared by **You** as the **Declared Value** for the following **Period of Insurance**.

Subject to the following Reinstatement Basis Special Provisions:

- 1 where **Property Insured** suffers partial **Damage** **Our** liability will not exceed the amount that **We** would have paid for reinstatement if such **Property Insured** had been wholly destroyed
- 2 the reinstatement of the **Property Insured** at another site may be carried out in any manner suitable to **Your** requirements to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new, provided that reinstatement is started and carried out within reasonable time, and **Our** liability does not exceed the value of the **Property Insured** at the time of **Damage**
- 3 no payment beyond the amount that would have been payable in the absence of this Basis of Settlement shall be made:
 - a) unless reinstatement commences and proceeds without unreasonable delay;
 - b) until the cost of reinstatement has been actually incurred; and
 - c) where the **Property Insured** is at the time of **Damage** insured by any other insurance if it is not on the same basis of reinstatement
- 4 if in the **Schedule** it is stated that the Indemnity Basis of Settlement applies, **We** will make an appropriate deduction for wear and tear.

Buildings Awaiting Demolition

In respect of any **Buildings** awaiting demolition the Basis of Settlement is amended as follows:

Cover is restricted to claims from Fire, Lightning, Aircraft or Explosion and we will only pay the costs necessarily incurred by **You** with **Our** consent in

- 1 removal of debris; and/or
- 2 dismantling or demolishing; and/or
- 3 shoring or propping.

We will not pay **You** for cost or expenses:

- a) incurred in removing debris from anywhere other than the site of the **Damage** and the area immediately adjacent to it;
- b) arising from **Pollution** of property not insured;
- c) more specifically insured;
- d) which exceed the **Sum Insured**;

The amount **We** will pay under this amended Basis of Settlement is limited to the difference between the costs listed in 1-3 above and those costs which would have been incurred had the **Damage** not occurred.

Buildings Awaiting Refurbishment, Redevelopment or Renovation

If at the time of the **Damage** any **Buildings** are awaiting refurbishment, redevelopment or renovation, **We** will not pay for any costs which would have been incurred by **You** had the **Damage** not occurred.

Condition of Average

If at the time of **Damage**, the **Declared Value** of the **Buildings** covered is less than the actual cost of reinstatement of the **Buildings** at the commencement of the **Period of Insurance**, **We** will only pay **You** that proportion which the **Declared Value** bears to such cost of reinstatement.

Obsolete Building Materials

If the **Buildings** or **Damaged** parts cannot be restored to their original form, **We** will rebuild or restore them with materials of a similar quality. In this instance, the **Buildings** will not be regarded as being in better condition than new, provided that any additional costs do not exceed 5% of the **Declared Value** for that item.

Extensions - Property Damage Section

In addition to the Insured Events, the following **Extensions** are covered under this **Policy**. Where applicable, individual **Limits of Liability** will be shown in the **Schedule**.

72 (Seventy-Two) Hours

Any **Damage** occurring within 72 (seventy-two) consecutive hours and arising from storm or flood shall be regarded as one claim under this **Policy**.

You can choose the moment from which the 72 (seventy-two) hour period starts subject to the terms of this Section provided that the **Damage** happened prior to the expiry of the **Period of Insurance**.

Alternative Residential Accommodation

In the event that **Buildings** or portions of **Buildings** occupied for residential purposes suffer **Damage** that means they are unfit to live in or access to them is denied, and no **Sum Insured** on **Rent Receivable** for those residential portions is included on the **Schedule**, then this Section extends to include:

- a) such **Loss of Rent**, including the cost of re-letting
- b) any additional expenditure reasonably incurred in the provision of comparable accommodation for the benefit of any tenant who normally lives in the **Buildings**

until the **Buildings** are fit to be lived in, or for a period of three years from the date of the **Damage**, whichever is the shorter.

The Condition of Average does not apply to this **Extension**.

We will not pay more than the percentage stated in the **Schedule** of the **Sums Insured** applicable to the residential portions of the **Buildings**,

Capital Additions and Acquisitions

To the extent that they are not otherwise insured, **Buildings** items include

- a) alterations or additions to **Buildings**
- b) any newly acquired or newly erected **Buildings**.

within the **Territorial Limits**

provided that

- 1 **You** give **Us** details of such alterations, additions, newly acquired or newly erected buildings within 30 days of the start of **Your** responsibility and pay the appropriate additional premium. Cover will start from the date of **Your** responsibility.

- 2 the **Extension** titled Public Authorities Stipulations and the Basis of Settlement titled Reinstatement (Day One Basis) shall not apply where any **Premises** is purchased for renovation, refurbishment, redevelopment or demolition.

Concern for Welfare

We will cover **Damage** caused by the Garda or anyone instructed by the Garda in gaining access to the **Buildings** as a result of their concern for the welfare of an occupier of the **Premises**.

Contract Works

We will cover under the **Buildings** and **Landlords' Contents** items any permanent or temporary works undertaken in performance of any contract, including all unfixed materials and goods delivered to or placed on or adjacent to the **Premises** and intended for incorporation in the Contract Works, all for which **You** are responsible under the terms of the contract

however

- 1 this **Extension** does not apply where more specific insurance is in force;
- 2 property or structures under construction and materials or supplies in connection with property under construction shall not apply in respect of this **Extension**.

Contracting Purchasers

If at the time of **Damage You** have contracted to sell **Your** interest in any building covered, and the purchase has not been completed, **We** agree that the purchasers on completion of the purchase are entitled to benefit under this Section in respect of such **Damage** until completion, provided it is not covered by any other insurance.

Contractors Interest

Where under the terms of a contract condition **You** are required to arrange insurance on the **Buildings** in joint names of **You** and the contractor, the cover provided by this Section in respect of the **Buildings** extends to cover each party as joint insured under the terms of the contract, subject to **Us** receiving prior advice on all single contracts valued higher than the amount stated in the **Schedule** to this Section and any additional premium being paid.

Nothing in this **Extension** or otherwise in this **Policy** shall give rise to a contractor being named on this **Policy** on a composite basis.

Drain Clearance

We will cover the costs incurred in clearing drains, sewers and gutters at the **Your Premises** following **Damage**

Failure of Third-Party Insurances

We will cover **Buildings** and their associated **Rent Receivable** (up to a **Maximum Indemnity Period** of thirty-six months) in which **You** have an insurable interest and for which a third party has taken responsibility for insuring.

We will only pay a claim under this **Extension** if the third party's insurance does not respond fully to a claim. This **Extension** is only in respect of claims arising directly from an event insured by this **Policy** in accordance with the terms conditions and exceptions of this **Policy**, and not exceeding the **Limit of Liability** in respect of this **Extension** as shown in the **Schedule**.

We will not pay a claim under this **Extension**

- a) to cover the excess under any more specific insurance
- b) where the lessee or freeholder's policy does not pay due to the breach of any condition or warranty contained within the lessee or freeholder's policy as a result of **Your** action
- c) because the lessee or freeholder has not made or pursued a legitimate insurance claim
- d) unless **You** carry out (at not less than annual intervals) a check of all properties owned by **You** or leased by **You** and for which **You** are responsible, to ensure that effective insurance is in force for such properties.
- e) in respect of buildings described as or occupied by any of the following trades:
 - i. storage, recycling and/or processing of waste materials of any sort
 - ii. piers
 - iii. fibreglass manufacturers
 - iv. firework or firelighter manufacturers
 - v. indoor markets
 - vi. animal breeding or animal testing risks
 - vii. tyre retreaders or tyre storage
 - viii. aerosol filling using flammable gas
 - ix. bedding and mattress manufacturers and warehouses
 - x. rubber, foam, plastic or chemical manufacturing or storage risks
 - xi. country mansions or converted country mansions

Fire Extinguishing and Alarm Resetting Expenses

Following **Damage** to the **Buildings** by an operative insured event **We** will pay the reasonable expenses that **You** incur:

- a) refilling fire extinguishing appliances
- b) recharging gas flooding systems

- c) replacing used sprinkler heads
- d) refilling sprinkler tanks where costs are metered
- e) resetting fire and intruder alarms and closed-circuit television systems.

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 1), 2) or 3) at the **Premises** provided that **Our** maximum liability for any loss shall not exceed the **Limit of Liability** as stated in the **Schedule**.

Flood Resilience

We will cover, in respect of the **Buildings** item, such additional costs which are incurred to improve flood resilience at the **Premises** after suffering a flood loss

provided that

- 1 such additional costs are as a direct result of the flood **Damage** incurred at the **Premises**;
- 2 **We** have given prior written consent.

Fly Tipping

We will cover the costs reasonably incurred in clearing and removing any property illegally deposited on the **Premises**

Freeholders, Lessors & Mortgagees

Any increase in the risk of **Damage** resulting from any act or neglect of any mortgagor, leaseholder, lessee or occupier of any **Buildings** insured by this Section shall not prejudice the interest of any other mortgagee, freeholder or lessor provided such increase in risk is without their prior knowledge or authority, and that **We** are notified as soon as they become aware of such increase in risk and an additional premium is paid if required.

Further Investigation Expenses

If **Your Buildings** have suffered **Damage** and in the opinion of a competent construction professional there is a reasonable possibility of other **Damage** to parts of the same **Buildings** which is not immediately apparent, **We** will pay the costs incurred by **You** with **Our** prior consent in establishing whether further **Damage** has occurred. **We** will also pay the costs incurred by **You** in establishing whether other **Buildings** owned by **You** in the vicinity have suffered **Damage** in the same incident.

Garden & Landscaping Expenses

We will cover the costs incurred with **Our** consent in making good **Damage** to landscaped gardens and grounds at the **Premises** where the **Buildings**, at such **Premises**, suffer **Damage** at the same time excluding

- a) the cost of movement of soil other than as necessary for surface preparation;
- b) the failure of trees, shrubs or turf to become established following replanting; or
- c) the failure of seeds to germinate
- d) theft **Damage**

Green Clause

We will cover the additional costs of reinstatement incurred by **You** following **Damage** to the **Buildings** where **You** have chosen to carry out reinstatement in a manner that aims to minimise potential harm to the environment by utilising the latest available technology. Such action shall not be considered as betterment provided that **You** have made due allowance for such additional costs in the **Declared Value**.

Illegal Cultivation of Drugs

We will cover **Damage** caused as a result of Residential Property being used by occupants for the manufacture, cultivation, harvest or processing by other method of drugs classed as a controlled substance under the Misuse of Drugs Act (1977)

provided that **You** or anyone acting on **Your** behalf

- a) completes internal and external inspections of the **Buildings** at least every three months or as permitted under the tenancy agreement.
- b) obtains and records written formal identification of any prospective tenant.
- c) obtains and retains an employer's reference for any new tenant.
- d) obtains and records details of **Your** tenant's bank account and verify those details by receiving at least one payment from such account.
- e) do not permit any sub-letting of **Your** property.

Failure to comply with any of these requirements may result in **Us** not paying **Your** claim.

Inadvertent Omission to Insure

We will cover **Buildings** and their associated **Rent Receivable** within the **territorial limits** and for which **You** have an obligation to insure whether the **Buildings** are owned by or on lease to **You** or in which **You** are interested as mortgagees but which have inadvertently been left uninsured, not exceeding provided that

- a) **You** give **Us** notice in writing as soon as **You** become aware of an omission to insure and pay the appropriate premium from the date on which the insurance of the property became **Your** responsibility

- b) **You** 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
- c) this **Extension** is only effective if **We** are the sole provider of **Buildings** insurance in respect of **Your** properties owned in connection with the **Business** and where **You** have an obligation to arrange such insurance
- d) the value of the **Buildings** that have been inadvertently omitted will, for the purpose of the Condition of Average, be added to the **Sum Insured** or in the case of the Reinstatement (Day One) Basis of Settlement, the **Declared Value**.
- e) this **Extension** will not pay in respect of buildings described as or occupied by any of the following trades:
 - i. storage, recycling and/or processing of waste materials of any sort
 - ii. piers
 - iii. fibreglass manufacturers
 - iv. firework or firelighter manufacturers
 - v. indoor markets
 - vi. animal breeding or animal testing risks
 - vii. tyre retreaders or tyre storage
 - viii. aerosol filling using flammable gas
 - ix. bedding and mattress manufacturers and warehouses
 - x. rubber, foam, plastic or chemical manufacturing or storage risks
 - xi. country mansions or converted country mansions

Involuntary Bailee

We will cover **Damage** to goods in **Your** custody and control and for which **You** are legally liable while they are situated in the **Premises**

provided that

- a) in respect of **Damage** by Theft or any attempted Theft it there must be evidence of forcible and violent entry to or exit from the **Premises**
- b) a signed inventory is issued to the tenant or lessee as soon as a repossession takes place
- c) new locks are fitted to the **Premises** and a weekly inspection is undertaken to ensure that the **Premises** remain secure
- d) **We** will not pay for loss by Theft or attempted Theft of gold, silver, precious stones, precious metals, bullion, furs, works of art, rare books, audio visual goods, **Computer Systems**, cameras, jewellery **Money** or any cash alternatives nor any unaccountable losses.

Landscaped Grounds Emergency Services

In the event of **Damage** to the **Premises**, **We** will pay for reasonable remedial costs incurred following **Damage** to any landscaped areas caused by any emergency services.

Locks and Keys

We will pay **You** for the cost of replacing external door locks after the loss of keys. Cover will extend to include replacement locks where there is reasonable concern that keys have been duplicated by an unauthorised person.

Loss of Market Value

We agree that:

1 Where **You** choose not to repair or rebuild the **Buildings**, **We** will pay **You** at **Your** option either:

a) the reduction in the market value of the **Buildings** solely as a result of the **Damage**

or

b) the reinstatement cost of the **Buildings** less an appropriate amount for wear and tear

but not exceeding the amount which **We** would have paid **You** had the **Buildings** been repaired or rebuilt

2 if as a result of **Damage** **You** are required to rebuild or reinstate the **Buildings** in a manner different from that immediately before the **Damage** solely to comply with stipulations (as defined in the **Extension** titled European Union and Public Authorities Clause), and as a result there is a reduction in market value **We** agree to pay:

a) the cost of repairing or reinstating the **Buildings** and

b) a cash settlement representing the reduction in market value

so that the total payment made is not more than the amount that **We** would have paid had the **Buildings** been repaired or reinstated in an identical manner to their condition immediately before the **Damage**.

Loss of Metered Utilities

We will pay excess water, gas, electricity or other supply charges demanded from **You** by the supply authority following loss of metered utilities as a result of **Damage** by an Insured Event to fixed pipes, apparatus and tanks provided that **You** have kept a weekly written record of meter readings from the supply authority and that **You** take all reasonable steps to prevent further such loss of utility as soon as it is discovered.

Loss Prevention & Mitigation Expenditure

We will cover the costs necessarily and reasonably incurred by **You**

- 1 to minimise or prevent further insured **Damage** at the **Premises** during and after the occurrence of **Damage**
- 2 preventing or reducing imminent **Damage** insured by this **Policy**
- 3 to prevent **Damage** threatened by the illegal deposit of combustible property in on or around the **Premises**

provided that

- a) such costs are as a direct result of the **Damage** incurred or threatened **Damage**
- b) there is no other more specific insurance in force
- c) the impending **Damage** was not reasonably foreseeable earlier and would be the natural outcome if such costs were not incurred
- d) the costs incurred did avoid, reduce, mitigate or otherwise alleviate the **Damage**.

Other Interests

The interests of freeholders, lessees, sublessees, assignees and/or mortgagees of **Buildings** covered are noted in this Insurance subject to **You** disclosing their names to **Us** in the event of any claim arising.

European Union and Public Authorities Stipulations

We will cover the additional cost of reinstatement for **Buildings** and **Landlords' Contents** incurred by having to comply with building or other regulations applicable in the **Republic of Ireland** under or framed in pursuance of any Act of the Oireachtas, with byelaws of any Public Authority or to comply with legislation as a result of **Damage** but excluding:

- 1 the cost of such compliance:
 - a) in respect of **Damage** occurring before the start of this **Policy**
 - b) in respect of **Damage** not insured by this Section
 - c) under which notice has been served upon **You** before the **Damage** happened
 - d) in respect of undamaged Property other than undamaged portions of Property lost, destroyed or damaged
- 2 the additional cost that would have been required to make good the damaged property to a condition equal to its condition when new had the necessity to comply with such regulations, byelaws and stipulations not arisen
- 3 the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the **Property Insured** by reason of such compliance

provided that

- 1 the work of reinstatement is started and carried out without unreasonable delay and in any case must be completed within 12 (twelve) months after the **Damage** or within such further time as **We** agree in writing.
- 2 if **Our** liability other than as covered under this **Extension**, is reduced by the application of any of the terms and conditions of this Section or of the **Policy** then **Our** liability under this **Extension** shall also be reduced proportionately.
- 3 The most **We** will pay for any one claim in respect of undamaged portions of the **Property Insured** other than foundations is 15% of the total amount for which **We** would have to pay had the whole **Property Insured** been destroyed.
- 4 such reinstatement may be carried out wholly or partially at another site provided that the amount **We** pay under this **Extension** is not increased by doing so.

Reduction in Property Value

Where **Damage** to **Your Buildings** or to third party buildings within a 1 kilometre radius of the **Premises** causes a reduction in the sale price achieved on a **Premises** offered for sale on the open market prior to the **Damage**, **We** will pay **You** the difference in value before and after the **Damage**.

The amount **We** pay **You** must be agreed by a practising member of the Society of Chartered Surveyors Ireland whose appointment will be agreed by **You** and **Us**. **We** will take account of any other amounts **You** have received from this insurance and from any other source.

Reinstatement of Sums Insured

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.

Reinstatement will not apply in respect of theft or attempted theft claims.

Removal of Insect Nests

We will cover the costs necessarily incurred by **You** in removing harmful insect nests from the **Buildings** at the **Premises** excluding the costs of removing nests already in the **Buildings** before the start of this **Policy**.

Sprinkler Upgrade Costs

We will cover the additional costs incurred following **Damage** to the sprinkler system installation at the **Premises**, in the event that on repair or reinstatement the sprinkler system installation is required to conform to the current rules or statutory regulations, provided that the installation conformed to the rules or statutory regulations in force at the time of the original installation.

Temporary Removal

We will cover **Damage** to **Landlords' Contents** whilst they are temporarily removed from the **Premises**:

- a) to any other premises occupied by **You** within the **Territorial Limits** if they are not otherwise insured
- b) for cleaning, renovation, repair, testing, servicing or other similar purposes anywhere within the **Territorial Limits** including whilst in transit inland.

however

- 1 **We** will not pay for property more specifically insured
- 2 **We will** not pay for property held by **You** in trust.

Trace and Access

In the event of **Damage** resulting from escape of water at **Your Premises**, **We** will pay for the reasonable costs incurred in locating the source of the **Damage** and making good.

Tree Felling and Lopping

We will pay the cost of removing or lopping trees which are an immediate threat to the safety of life or property excluding

- a) legal or local authority costs involved in removing trees
- b) costs incurred solely to comply with a Preservation Order
- c) costs incurred in respect of routine maintenance.

Unauthorised use of Utilities

We will cover in respect of the **Buildings** item, the cost of metered electricity, gas, oil or water for which **You** are legally responsible arising from its unauthorised use by persons taking possession, keeping possession or occupying the **Premises** without **Your** authority, provided that all reasonable steps are taken to terminate such unauthorised use as soon as it is discovered.

Value Added Tax

We will cover in respect of the **Buildings** item, Value Added Tax (VAT) paid by **You** which is not otherwise recoverable

provided that

1.
 - a. **Your** liability for such VAT arises solely as a result of reinstatement or repair of the **Buildings** to which such items relate following **Damage**

- b. **We** have paid or have agreed to pay for such **Damage**
 - c. if any payment made by **Us** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of the reinstatement or repair, any payment under this **Extension** will be reduced proportionally.
- 2 **Your** liability for such VAT does not arise from the replacement **Buildings** having a greater floor area than or being better or more extensive than the destroyed or Damaged **Buildings**
- 3 where an option to reinstate on another site is exercised, **We** will not pay more than the amount of VAT that would have been payable had the **Buildings** been rebuilt on its original site.
- 4 **Our** liability shall not include amounts payable by **You** as penalties or interest for non-payment or late payment of VAT.
- 5 **You** have taken all reasonable precautions to insure adequately for VAT liability from the inception of this insurance and at each subsequent Renewal Date
- 6 Only in respect of those items to which this **Extension** applies
- (a) for the purposes of the Condition of Average, rebuilding costs shall be exclusive of VAT
 - (b) **We** may pay more than the **Sum Insured** by an item where such increase is solely in respect of VAT.

Workmen

We accept that this Insurance will not be adversely affected by the presence of workmen on the **Premises** for the purpose of effecting repairs and minor structural and other alterations, and also for general maintenance purposes and the like.

Exclusions - Property Damage Section

The following exclusions detail what is not covered under the Property **Damage** Section of the **Policy**

Consequential Loss

Any **Consequential Loss**

Deductible

Your Deductible as stated in the **Schedule**.

Where a claim is covered under both the Property Damage and Loss of Rent Sections **You** will only have to pay one of the **Deductible** amounts detailed in **Your Schedule**.

Excluded Property

This Section does not cover **Damage** to:

- 1 explosives
- 2 any **Computer Systems**
- 3 vehicles licensed for road use or their accessories, caravans, trailers, railway locomotives or rolling stock, watercraft, aircraft, spacecraft or satellites.
- 4 **Property Insured** whilst in transit unless covered by a specific **Extension** (other than internal movement within the **Buildings** at the **Premises** that does not involve loading and unloading onto or into a carrying conveyance)
- 5 property or structures under construction and materials or supplies in connection with property under construction, except as provided for in the Contract Works **Extension**
- 6 land, piers, jetties, wharves, bridges (other than pedestrian bridges), tunnels, culverts, excavations, railways, dams or bodies of water other than water which is normally contained within any tank, piping system or other process equipment
- 7 livestock, birds, animals or growing crops
- 8 **Property Insured** which at the time of **Damage** is insured by any other insurance
- 9 portable electronic equipment
- 10 **Money**.

Marine Policies

We will not cover **You** for any property which can be insured by any form of transit, aviation or marine policy.

More Specific Insurances

Any property more specifically insured by **You** or on **Your** behalf.

Northern Ireland

This Section does not cover **Damage** to any property in Northern Ireland resulting from caused by or happening through or in consequence of riot, civil commotion and (except in respect of **Damage** by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

Sonic Bangs

This Section does not cover **Damage** caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Terrorism

This Section does not cover:

- a) loss, **Damage**, **Consequential Loss**, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with **Terrorism**.
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

In any action or suit or other proceedings where **We** allege that by reason of this exclusion cover is not provided under this **Policy** the burden of proving that cover is provided under this **Policy** will be upon **You**.

Conditions - Property Damage Section

Cessation of Cover

Unless **We** agree in writing, cover under this Section shall automatically cease in respect of any of the **Property Insured**

- a) which is disposed of, sold or removed
- b) in which **Your** interest ceases other than by death
- c) if the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

during the **Period of Insurance**.

Fire Protection Equipment

You shall take all reasonable measures to ensure that:

- 1 any sprinkler or alarm installation or other fire protection equipment is maintained in efficient working order
- 2 the routine tests prescribed by **Us** are carried out and any defects revealed by such tests are promptly remedied.

You shall ensure that **Our** written consent is obtained to any proposed changes, repairs or alterations to any sprinkler or alarm installation.

Short-term Letting Condition

If any **Damage** happens during the short-term letting of any **Premises** and any other insurance has been arranged which covers any of the **Property Insured** by this Section, then this **Policy** will not pay for the **Damage**, except that in the event that such other specific insurance does not pay, then this **Policy** shall pay for the **Damage**.

However, **We** will not pay for the first €10,000 of each claim for **Damage**.

Subsidence

You must give notice to **Us** as soon as practicably possible after **You** become aware of construction, demolition or excavation work operations being carried out on any adjoining site to the **Premises**. **We** will have the right to vary or cancel the cover provided under this Section against **Damage** caused by Subsidence Heave or Landslip.

Loss of Rent Section

The Cover

In the event of **Damage** occurring during the **Period of Insurance** which causes **You** to suffer a **Loss of Rent** at the **Premises We** will pay **You** for such **Loss of Rent** during the **Indemnity Period**

provided that

- 1 payment has been made or liability admitted for the **Damage** under insurance covering **Your** interest in the **Buildings** or
- 2 payment would have been made or liability admitted for the **Damage** but for the operation of an excess or deductible

Basis of Settlement

We will pay **You**:

- a) the **Loss of Rent** being the amount by which the rent received during the **Indemnity Period** falls short of the rent **You** would have received had the **Damage** not happened.
- b) the additional costs incurred that are necessary to reduce the **Loss of Rent** during the **Indemnity Period** but not exceeding the amount of the reduction avoided
- c) the costs necessarily and reasonably incurred by **You**, during the **Indemnity Period**, in re-letting the **Buildings**, including legal fees in connection with the re-letting, with **Our** consent as a result of **Damage**

Limit of Liability

The most **We** will pay in respect of each item on Rent is 200% of the **Sum Insured** shown in the **Schedule**

Extensions - Loss of Rent Section

In addition to the Insured Events, the following **Extensions** are covered under this **Policy**. Where applicable, individual **Limits of Liability** will be shown in the **Schedule**.

Reinstatement of Sums Insured

If **We** pay a claim during the **Period of Insurance**, the amount **We** will pay **You** for subsequent claims during the same **Period of Insurance** will be reduced by the amount **We** paid for earlier claims.

If **You** want **Us** to pay **You** the amount **We** would have paid had earlier **Damage** not happened, **You** need to let **Us** know before **You** become aware of subsequent **Damage**. **We** will calculate an additional premium which will be charged only for the time from the earlier **Damage** to the end of the **Period of Insurance**.

Reinstatement will not be available for Theft or attempted theft.

Capital Additions and Acquisitions

To the extent that it is not otherwise insured, **Loss of Rent** is covered in respect of

- a) alterations or additions to **Buildings**
- b) any newly acquired or newly erected **Buildings**

within the **Territorial Limits**

provided that

You give **Us** details of such alterations, additions, newly acquired or newly erected buildings within 30 days of the start of **Your** responsibility and pay the appropriate additional premium. Cover will start from the date of **Your** responsibility.

Denial of Access - Damage

We will cover interruption of or interference with the **Business** at the **Premises** as a result of **Damage** to property within a 1 kilometre radius of the **Premises** which prevents the use of or access to the **Premises** whether **Your** property is **Damaged** or not.

We will not cover interruption or interference as a result of **Damage** to property of any supply undertaking from which **You** obtain gas, electricity, water or telecommunications.

For the purpose of this **Extension** the **Maximum Indemnity Period** shall be 12 weeks months.

Our liability shall not exceed the limit for this **Extension** stated in the **Schedule**

Denial of Access - Non-Damage

We will cover interruption of or interference with the **Business** at the **Premises** caused by access to the **Premises** being prevented by the actions or advice of the Garda, the Government, a Local Authority or other statutory body due to an emergency arising which is likely to endanger or harm life or property.

We will not cover any interruption or interference caused by or arising from:

- a) the condition of the **Premises**
- b) **You** or **Your** lessee's non-compliance with a prior order of the Garda or any statutory body
- c) any period other than the actual period of prevention of access to the **Premises**
- d) any consequence of physical **Damage**
- e) any cause within **Your** or **Your** lessee's control
- f) any loss which is a direct result of repairs or maintenance being carried out to property
- g) action taken as a result of drought or diseases or other hazards to health

For the purpose of this **Extension** the **Maximum Indemnity Period** shall be 12 weeks.

Our liability shall not exceed the limit for this **Extension** stated in the **Schedule**

Failure of Utilities / Public Supply

We will cover **You** for **Loss of Rent** following **Damage** to property at the premises of any

- a) generating station or substation of an electricity supplier
- b) land-based premises of any gas supplier or the premises of any natural gas producer linked directly with the land-based premises of any gas supplier undertaking
- c) water works or pumping station of any water supplier
- d) land-based telecommunications services (other than satellite services)

from which **You** obtain electricity, gas, water or telecommunication services

however

We will not pay for interruption or interference with the **Business** arising from **Damage**

- 1 to lines, cables or pipes conveying the supplies;
- 2 due to the following causes:
 - i) the deliberate act of any supplier to withhold or restrict supply or services
 - ii) strikes or any labour or trade dispute
 - i) drought
 - ii) other atmospheric or weather conditions but this does not exclude **Damage** to property caused by those conditions.

For the purpose of this **Extension** the **Maximum Indemnity Period** shall be three 12 weeks

Loss of Interest

If at the time of the **Damage** **You** have contracted to sell **Your** interest in the **Premises** or have accepted a written offer to purchase **Your** interest in the **Premises** subject to contract, and the sale is cancelled or delayed solely due to **Damage** covered by an Insured Event, **You** can choose that **We** pay either:

- 1 during the period before the date when the **Premises** would have been sold the actual amount of the **Loss of Rent** as a result of the **Damage**
- or
- 2 during the period starting with the date when the property would have been sold and ending with the actual date of sale, or when the **Indemnity Period** ends if earlier

the loss of interest being:

- a) the interest incurred on capital borrowed solely to offset, in whole or part, the loss of use of the sale proceeds
- b) the investment interest lost on the sale proceeds (after deduction of any capital borrowed in 2a above) less any amount received in rental income

the additional expenditure being:

- a) the expenditure needed, and reasonably incurred as a result of the **Damage**, to avoid or minimise the loss payable under 1 or 2 above, but not more than the amount of loss avoided by the expenditure
- b) the additional legal fees and other expenditure required as a result of the cancellation or delay due to the **Damage**. This amount will not be more than the amount of the expenditure incurred immediately before the **Damage** above or €50,000 whichever is less.

provided that

- i) **We** have made a payment or accepted liability under the Property Damage Section of this **Policy**
- ii) **You** have made all reasonable efforts to complete the sale of the **Premises** as soon as possible after the **Damage**.
- iii) the amount payable under this **Extension** does not exceed the amount of Rent that would have been earned had the **Premises** been leased or rented

Loss of Investment Income

Where, following loss from any **Damage**, **We** are making a payment in respect of **Loss of Rent** and the payment to **You** by **Us** is made later than the date upon which **You** would normally expect to receive such rent from the lessee, **We** shall 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.

Managing Agents Premises

We will cover **You** for **Loss of Rent** resulting from interruption of or interference with the **Business** as a result of **Damage** by a cause covered under the Property Damage Section to **Your** Managing Agents' premises

provided that

- 1 such **Loss of Rent** not paid to **You** is as a direct result of the **Damage**
- 2 Rent is not outstanding for more than 120 days beyond its due date
- 3 **You** take all reasonable steps to recover the rent and repay to **Us** all sums paid to **You** under this **Extension** which **You** later recover

Specified Diseases, Vermin, Pests, Murder and Suicide

We will cover **Loss of Rent** as a result of closure of the whole or part of the **Premises** on the order or advice of any local or governmental authority as a result of

- a) an outbreak or occurrence at the **Premises** of a Specified Disease, an outbreak of which is required by law or stipulated by the local or governmental authority to be notified to them
- c) food or drink poisoning
- d) defective sanitation
- e) vermin or pests
- f) murder or suicide occurring at the **Premises**.

However

- 1 **We** will not cover the costs incurred in cleaning or repair or replacement or recall or checking of property.
- 2 in relation to any claim arising directly or in any way from an occurrence of legionellosis at the **Premises**, **We** will not cover that claim if **You** have not ensured compliance at all times with the National Guidelines for the control of legionellosis in Ireland 2009.: The control of Legionella bacteria in water systems (L8) or any superseding, supplementary, replacement or amending Code of Practice.
- 3 **We** will not cover any loss arising from a Specified Disease that is or shall be designated or treated as a pandemic or public health emergency by the World Health Organisation or any comparable entity. Should any Specified Diseases be designated or treated as such then for the purposes of this **Policy** it will be deemed that the disease was so designated or treated at the commencement of the outbreak
- 4 No cover is provided under this **Extension** for any closure of the **Premises** caused by or contributed to by or in any way related to any Specified Disease occurring at any place other than the **Premises**

For the purpose of this **Extension** Specified Disease shall mean:

Acute encephalitis, Acute poliomyelitis, Anthrax, Chicken Pox, Cholera, Diphtheria, Infectious Bloody Diarrhoea, Legionellosis Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal Septicaemia, Mumps, Paratyphoid fever, Plague, Rabies, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough, Yellow Fever

For the purpose of this **Extension** the **Maximum Indemnity Period** shall be three 12 weeks.

Our liability shall not exceed the limit for this **Extension** stated in the **Schedule**

Payments on Account

If a valid claim arises we may agree to make payments on account during the **Indemnity Period**.

Professional Accountants and Legal fees

Following **Damage**, **We** will pay the charges payable by **You** to:

- a) **Your** professional accountants for producing information required by **Us** 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**.

Rent Free Period

If at the time of **Damage**, the **Premises** are subject to a rent-free period concession under the terms of the lease, the **Indemnity Period** shall be adjusted by adding the unexpired portion of the rent free period to the **Maximum Indemnity Period**, provided that the additional period is not more than 12 months.

Exclusions - Loss of Rent Section

Winding up, receivership or liquidation of the Business

We will not pay under this Section if the **Business** is permanently discontinued, wound up or carried on by a liquidator or receiver unless **We** have agreed to do so.

Conditions - Loss of Rent Section

Empty Buildings

Where **You** are insured for **Loss of Rent** for **Unoccupied Buildings**, in the event of **Damage You** will need to provide evidence of **Your Loss of Rent** from rental income, and the date from when **You** would have earned it. **We** will take into account negotiations with prospective tenants before and after the **Damage**, and the demand and level of rent for comparable property in the area. If required, **We** will use the advice of a professional valuer acceptable to **Us** and to **You** and any fees will be insured under this **Policy**

Renewal

Prior to each renewal **You** will provide **Us** with the estimated **Rent Receivable** for the financial year that coincides most closely with the forthcoming **Period of Insurance**.

Property Owners' Liability Section

The Cover

We will pay for **Your** legal liabilities inclusive of **Costs and Expenses** up to the **Limit of Liability** stated in the **Schedule**, in respect of

- 1 **Bodily Injury**
- 2 **Damage** to material property not belonging to or in the custody or under the control of **You** or any **Employee**;
- 3 trespass or nuisance
- 4 wrongful arrest, detention or imprisonment

occurring during the **Period of Insurance** and arising out of the **Business**

Extensions - Property Owners' Liability Section

Contingent Motor Liability

Notwithstanding the Mechanically Propelled Vehicles, Vessels and Craft Exclusion, **We** will cover **Your** legal liabilities for **Bodily Injury** or **Damage** to material property caused by any vehicle not owned by nor provided by **You**, used in connection with the **Business**

however, we will not cover

- a) **Damage** to the vehicle or anything in or on the vehicle
- b) liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation
- c) liability arising for **Bodily Injury** or **Damage** occurring while a vehicle is being driven by **You**, or by any person who to **Your** knowledge does not hold a licence to drive that vehicle, unless that person has held and is not disqualified from holding or obtaining that licence
- d) liability more specifically insured under any other insurance

Court Attendance Costs

If during the **Period of Insurance** any partner, director or **Employee** of **Yours** is required to attend court as a witness at **Our** request in connection with a claim which is insured under this Section of the **Policy We** will pay €500 to **You** for each day that attendance is required.

Cross Liabilities

Where more than one party is named as the Insured, **We** will pay each party as though they were individually insured

however

- a) **We** will not pay **You** where there is or would be (but for the existence of this **Policy**) cover available under any Employers' liability insurance
- b) **We** will not pay for **Damage** to **Premises** (including contents) whose occupancy is shared between named Insureds.
- c) **We** will not pay any amount higher than the Limit of Indemnity under any sub-section stated in the **Schedule**.

Custody & Control

We will pay for **Your** legal liability for **Damage** to material property in **Your** care, custody or under **Your** control but only in respect of

- a) **Your** directors', **Employees'** or visitors' personal effects (including motor vehicles)
- b) premises leased or rented to **You** provided that liability for the **Damage** is not assumed by **You** under agreement which would not have attached in the absence of such agreement, and excluding any property more specifically insured by **You** or on **Your** behalf.

Data Protection

We will cover **You** and pay **Compensation** for **Damage** or distress under section 7 of the **Data** Protection Act 2018 and **Costs and Expenses**

provided that

- a) an offence is first committed by **You** during the **Period of Insurance**
- b) this **Extension** does not apply in respect of:
 - i) the cost of replacing, reinstating, rectifying or erasing any personal **Data**
 - ii) claims which arise out of circumstances notified to previous insurers or known to **You** at the start of this insurance
 - iii) when cover is provided under any other insurance
 - iv) the payment of fines or penalties
- c) **You** are registered under the **Data** Protection Act 2018 or have applied for registration which has not been refused or withdrawn
- d) **You** have taken all reasonable care to comply with the provisions of the **Data** Protection Act 2018

Indemnity to Managing Agents

We will cover any managing agent acting on **Your** behalf against liability arising in connection with the **business** provided that **You** would have been entitled to indemnity under the section if the claim had been made against **You**

Provided that

- i) each person shall as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- ii) **We** shall retain sole conduct and control of claims
- iii) Where **we** are required to indemnify more than one party the total amount of the indemnity payable to all parties in respect of damages shall not exceed the limit of liability.

Indemnity to Principals

We will cover any principal under this section in respect of liability arising out of **Bodily Injury** or **Damage** to material property resulting from the performance of work by **You**, but only to the extent required by any contract or agreement entered into for the performance of the work, provided that the principal is subject to the same terms of this **Policy** so far as they can apply.

Legal Defence Costs

We will pay **You** (or an **Employee** or director of **Yours**) at **Your** request the legal fees and expenses incurred with **Our** prior written approval in defending **You**, or **Your** director or **Employee** in respect of a prosecution under the Specified Acts set out below, for an offence alleged to be first committed during the **Period of Insurance** in connection with the **Business** in respect of a liability that may form the subject of **Compensation** under this Section.

Specified Acts

- 1 Safety, Health and Welfare at Work Act 2005;
- 2 The Consumer Rights Act 2022;
- 3 Food Safety Authority of Ireland Act 1998;
- 4 Equality Act 2015;

Special Conditions

- a) **We** may require the opinion of Legal Counsel as to whether or not legal fees and expenses should extend or continue to extend to support such defence
- b) **We** will not pay for any legal fees or expenses incurred following receipt of a Legal Counsel opinion advising that there is no reasonable defence to the prosecution
- c) **We** will not pay where **You** hold any more specific insurance
- d) in the event that two or more Sections of this **Policy** respond to a prosecution brought under any of the Specified Acts only one limit (as specified in (g) below) applies to any one prosecution for each Act that is defended
- e) **We** will not pay for any fines, penalties, pre-agreed damages, punitive damages or exemplary damages or prosecution costs awarded against **You**

- f) If **You** hide anything which may harm our defence of a claim insured under this **Extension**, then we may refuse to pay and **We** may recover from **You** all fees and expenses that **We** have paid to **You**
- g) in respect of the Specified Acts 1-4 the Limit of Liability is EUR 1,000,000 relating to any one **Period of Insurance** and where the Company is liable to indemnify more than one person the total amount payable as indemnity shall not exceed the Limit of Liability

provided that **You**

- 1 observe and comply with all laws, obligations and requirements (whether statutory, local, common law or otherwise)
- 2 maintain the **Buildings**, machinery and equipment and everything used in connection with the **Business** in efficient and safe working order
- 3 as soon as possible after discovery remedy any defect or danger and take any additional precautions to prevent loss, **Damage** or liability or further loss, **Damage** or liability as the circumstances may require.
- 4 take all reasonable precautions to prevent any event which may result in a claim under this **Policy** and in the selection and supervision of **Employee** and external contractors.

Legionellosis Liability

Notwithstanding the Pollution Exclusion, **We** will cover **You** for **Your** legal liability in respect of **Bodily Injury** caused by Legionellosis arising out of the **Business** and occurring during the **Period of Insurance**

provided that

- a) in connection with any **Premises** owned or rented by **You** that **You** comply at all times with the National Guidelines for the control of legionellosis in Ireland 2009: The control of Legionella bacteria in water systems (L8) or any superseding, supplementary, replacement or amending Code of Practice.
- b) **We** may choose to pay all or part of a claim for which a claim can be settled, at which point **We** will then relinquish control of the claim and be under no further liability
- c) all claims arising out of the same isolated, repeated or continuing incidence of legionellosis shall be deemed to have occurred during the **Period of Insurance**
- d) the **Limit of Liability** applicable to this **Extension** shall be inclusive of **Costs and Expenses** and not in addition.

Libel and Slander

We will cover **Your** 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 that;

- a) the cover provided applies solely to **Your** in-house and trade publications;
- b) Our liability under this **Extension** will not exceed €325,000 any one Period of Insurance

Personal Legal Liabilities whilst Overseas

We will cover the personal liability of any director or **Employee** or any member of the family of such director or **Employee** during temporary visits anywhere in the world in connection with **Your Business**

however

- 1 this **Extension** does not apply:
 - (a) to legal liability arising directly from
 - i) any agreement or contract unless liability would have existed otherwise
 - ii) the ownership or occupation of land or **Buildings**
 - iii) the carrying on of any trade or profession
 - iv) the ownership, possession or use of firearms (other than sporting guns) vehicles, air or spacecraft, hovercraft, watercraft or animals of dangerous species
 - v) **Damage** to material property owned or held in trust by any director or **Employee** or any member of the family of such director or **Employee**
 - b) in respect of liability more specifically insured under any other insurance
 - c) to legal liability for **Bodily Injury** to any member of the family of any director or **Employee**, or their **Employee**
- 3 **We** will not pay under this **Extension** unless **We** have the sole conduct and control of all claims.

Sudden Identifiable and Unintended Pollution

Notwithstanding the **Pollution** Exclusion of this **Policy We** will cover **You** under this Section against legal liability in respect of either **Bodily Injury** or loss of or **Damage** to third party property caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident, where such incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance**

provided that

- (a) all **Pollution** which results from any one incident shall be deemed to have occurred at the time such incident takes place
- (b) **We** will not pay any amount higher than the Limit of Indemnity stated in the Schedule
- (c) the most **We** will pay in respect of any one **Period of Insurance** is the Limit of Indemnity stated in the **Schedule** inclusive of **Costs and Expenses**
- (d) **We** will not pay **You** under this **Extension** for **Pollution** occurring outside the **Territorial Limits**

Exclusions - Property Owners' Liability Section

Deductible

Your Deductible as stated in the **Schedule**.

Abuse

The mental or physical intentional or neglectful mistreatment of a person which results in **Bodily Injury** including any act or acts which amount to an offence or offences under the Sexual Offences Act 2017.

Asbestos Removal Costs

Any legal liability for the costs of management (including those of anyone under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any Property or part of a Property out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

Contractual Liability

Contractual Liability, liquidated damages, any contractual fines, exemplary or punitive damages, or amounts payable under penalty clauses attaching by virtue of an agreement, which would not have attached in the absence of such agreement, unless **We** have approved such contract or agreement by endorsement.

Employee Injury

Bodily Injury sustained by an **Employee** and arising out of and in the course of employment by **You**.

Fear of Asbestos

Any legal liability for mental injury or fear of suffering **Bodily Injury**, death, disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

Product Defect & Recall

- a) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
- b) Any legal liability in respect of the cost of recall, removal, refund, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

Professional Risks and Advice

Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.

Terrorism

Terrorism

Mechanically Propelled Vehicles, Vessels and Craft

Bodily Injury or **Damage** to material property arising from **Your** ownership, possession or use by or on behalf of **You** of any mechanically propelled vehicle, air or space craft, hovercraft or watercraft other than vessels not exceeding 10 metres in length used on inland waterways.

Conditions - Property Owners' Liability Section

Asbestos

We will pay **Compensation** and **Costs and Expenses** related to asbestos or asbestos-fibres or particles and any derivatives of asbestos or materials up to the limit stated in the **Schedule**

Maximum Payable

The maximum amount **We** will pay in respect of any one occurrence or all occurrences of a series arising out of or attributable to one original cause and irrespective of the number of claimants, will not exceed the **Limit of Liability** as stated in the **Schedule**, and is inclusive of **Costs and Expenses**.

Worldwide Jurisdiction (excluding the United States of America & Canada)

The cover provided by this Section applies to judgments against **You** in any court in the world, excluding judgments obtained in the courts or under the laws of the United States of America, its territories (including Puerto Rico) or possessions, or Canada, or orders obtained in those court(s) for the enforcement of foreign judgments whether by way of reciprocal agreements or otherwise.

Employers' Liability Section

The Cover

We will pay for:

- a) **Compensation** for **Bodily Injury** caused to an **Employee** during the **Period of Insurance** and resulting from and in the course of their employment by **You** in connection with the **Business** within the **Territorial Limits** or whilst working temporarily outside of the **Territorial Limits**
- b) **Costs and Expenses**

up to the **Limit of Liability** stated in the **Schedule**

provided that

- 1 the **Compensation** granted by this Section relates to **Your** legal liability to **Employees** but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law
- 2 the proceedings in relation to **Bodily Injury** are brought in a court of law in the **Territorial Limits**

Extensions - Employers' Liability Section

Additional Insured Parties

At **Your** request this Section will also cover

- 1 any director partner or **Employee** of **You**
- 2 any officer, member, voluntary helper or **Employee** of **Your** canteen, social, sports and welfare organisation or first aid, security, fire or ambulance services whilst acting in their respective capacities.
- 3 any director or senior official of **Yours** in their private capacity arising out of work undertaken for them by an **Employee**.

Court Attendance Costs

If during the **Period of Insurance** any partner, director or **Employee** of **Yours** is required to attend court as a witness at **Our** request in connection with a claim which is the subject of this Section **We** will pay €500 to **You** for each day that attendance is required.

Legal Defence Costs

We will cover **You** (or an **Employee** or director of **You**) at **Your** request against the legal fees and expenses incurred with **Our** prior written approval in defending **You**, or **Your** director or **Employee** in respect of a prosecution under the Specified Acts set out below and subject to the specified sub-limits, for an offence alleged to be first committed during the **Period of Insurance** in connection with the **Business** in respect of a liability that may form the subject of **Compensation** under this Section.

Specified Acts

- 1 Safety, Health and Welfare at Work Act 2005

Special Conditions

- a) at **Our** sole discretion **We** may require the opinion of Legal Counsel as to whether or not such legal fees and expenses should extend or continue to extend to support such defence
- b) **We** shall not be responsible for any legal fees or expenses incurred following receipt of a Legal Counsel opinion advising that there is no reasonable defence to the prosecution
- c) **Our** cover shall not operate where **You** hold any more specific insurance
- d) in the event that two or more Sections of this **Policy** respond to a prosecution brought under any of the Specified Acts only one limit (as specified in (g) below) shall apply to any one prosecution for each Act that is defended
- e) no amount shall be payable in respect of any liability for any fines, penalties, pre-agreed damages, punitive damages or exemplary damages or prosecution costs awarded against **You**
- f) in the event of any wilful concealment by **You** at any time of any fact or matter in any way that is detrimental to the defence of a claim insured under this **Extension**, then this **Extension** shall not apply and **We** may recover from **You** all fees and expenses that **We** have paid to **You** in respect of Legal Defence Costs
- g) In respect of the Specified Act 1 above the **Limit of Liability** shall be EUR 1,000,000 relating to any one **Period of Insurance** and where the Company is liable to indemnify more than one person the total amount payable as indemnity shall not exceed the **Limit of Liability**

Provided that **You** shall:

- 1 observe and comply with all laws, obligations and requirements (whether statutory, local, common law or otherwise)
- 2 maintain the **Buildings**, machinery and equipment and everything used in connection with the **Business** in efficient and safe working order
- 3 as soon as possible after discovery to make good or remedy any defect or danger and take such additional precautions to prevent loss, **Damage** or liability or further loss, **Damage** or liability as the circumstances may require
- 4 take all reasonable precautions to prevent any event which may give rise to liability under this **Policy** and in the selection and supervision of **Employee** and external contractors.

Unsatisfied Court Judgements

If any **Employee** or their personal representative obtains a judgment from a court within the **Territorial Limits** for damages for **Bodily Injury** against any company or individual operating from **Premises** within the **Territorial Limits** and that judgment remains unpaid for more than 6 months after the date of the award, **We** will pay at **Your** request the amount of any unpaid damages and awarded costs to the **Employee** or their personal representative

provided that

- a) the **Bodily Injury**
 - i) is caused during the **Period of Insurance**
 - ii) arises out of and in the course of employment in the **Business**
- b) there is no appeal outstanding
- c) if a payment is made the **Employee** or their personal representative will assign the judgment to **Us**.

Exclusions - Employers' Liability Section

Offshore Work

Claims for **Bodily Injury** caused Offshore.

Road Traffic Act

Liability for which compulsory motor insurance or security is required under road traffic legislation.

Conditions - Employers' Liability Section

Asbestos

We will pay **Compensation** and **Costs and Expenses** related to asbestos or asbestos-fibres or particles and any derivatives of asbestos or materials up to the limit stated in the **Schedule** for this Section.

Maximum Payable

The maximum amount **We** will pay in respect of any one occurrence or all occurrences of a series arising out of or attributable to one original cause and irrespective of the number of claimants, will not exceed the **Limit of Liability** as stated in the **Schedule**, and is inclusive of **Costs and Expenses**.

Data Protection:

We collect and use relevant information about **You** to provide **You** with insurance and to meet **Our** legal obligations. This information includes **Your** name, address and contact details and other information **We** collect about **You** and may include sensitive information about **You** such as health information and any criminal convictions **You** may have.

In certain circumstances **We** may need **Your** consent to process certain categories of information (including sensitive information) about **You**. Where **We** need **Your** consent, **We** will ask **You**. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw consent this may affect **Our** ability to provide the insurance cover to **You** or **Our** ability to handle **Your** claims.

The way insurance works means that **Your** information may be shared with and used by a number of third parties in the insurance sector. These may include insurers, brokers, agents, loss adjusters, sub-contractors, regulators, law enforcement, fraud and crime detection and prevention agencies and compulsory insurance databases. **We** will only disclose **Your** personal information to the extent required or permitted by law.

You have the right to access the information **We** hold about **You**. If **You** wish to access that information please contact **Us** at DataPrivacy@everestglobal.com .

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Everest Insurance (Ireland) DAC

Registered Office, 38/39 Fitzwilliam Square, West Dublin 2, D02 NX53, Ireland

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