



ASSET POLICY
(IRELAND)

PROTECTION FOR
INVESTORS IN
PROPERTY

FIRE AND PERILS – WARRANTY FREE
2018 v1

aspen-insurance.com

A GUIDE TO THE INSURANCE COVER YOU HAVE CHOSEN

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INTRODUCTION

The parties have entered into this contract in good faith and understand their respective obligations.

This is a warranty free **Policy**

You must comply with the terms of this **Policy** at all times

With regard to the events that culminate in a loss **We** will not rely on a breach of a **Policy** term to decline a claim where **You** can prove that the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Please check these documents carefully and contact **Your** insurance broker or advisor immediately if incorrect.

CLAIMS

In the event of a claim please contact **Us**. The best way to do this is using the 24hr telephone line stated in your **Schedule**. Our experienced claims handlers will take the details of **Your** claim and explain to **You** the next steps to ensure the process is as smooth and efficient as possible. Please note that it is important that **You** read and understand the Claims Conditions (found under General **Policy** Conditions) which explain **Your** responsibilities in the event of a claim.

TREATING CUSTOMERS FAIRLY

We are committed to achieving high standards of technical excellence and quality of service and to treat **You** fairly. **We** constantly strive to:

- Design products and use distribution channels that meet the needs of those for whom they were intended
- Provide information which is clear and not misleading and issue **Policy** documentation in accordance with market and regulatory standards
- Avoid or, where that is not possible, manage and disclose conflicts of interest
- Operate sound risk management and controls
- Maintain the financial solvency of the business
- Maintain a balance of appropriate treatment between shareholders and customers
- Pay claims as soon as practicable following authorisation
- Handle complaints in a fair and expeditious manner
- Use feedback from complaints to improve our business and rectify any systemic deficiencies

COMPLAINTS PROCEDURE

Should there be a problem regarding this **Policy** please contact **Your** insurance broker or advisor quoting the **Policy** number shown in the **Schedule**

If **You** still are not satisfied, then please write to:

The Compliance Officer
Aspen Insurance UK Limited
30 Fenchurch Street
London
EC3M 3BD

Should **You** remain dissatisfied **You** may, if eligible, refer **Your** complaint to the Financial Ombudsman Service at the address below:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Details of eligibility can be found on their website at www.financial-ombudsman.org.uk

CHOICE OF LAW

There is a choice of law applicable to this contract. Unless specifically agreed to the contrary this insurance is subject to the law of **Ireland** and the parties agree to submit to the exclusive jurisdiction of the Irish Courts.

GENERAL DATA PROTECTION STATEMENT

We will hold all personal data relating to **You** in accordance with all applicable data protection legislation as amended from time to time including but not limited to the Data Protection Act 1998 the Data Protection (Amendment) Act 2003 and when it comes into force the General Data Protection Regulation (Regulation (EU) 2016/679). **Your** personal data may be used by **Us** or any service provider contractor or agent appointed by **Us** in order to administer **Your** policy which shall include but not be limited to underwriting decisions renewal information analysis validation of claims history claims handling fraud detection and debt recovery. **We** will ensure that personal data is stored securely and we will prevent unauthorised access to or loss of such data.

Should you have any queries about data privacy please see www.aspen.co/Terms--Conditions/ or contact DPO@aspen.co



Clive Edwards
Insurance Chief Underwriting Officer
Aspen Insurance UK Limited

DEFINITIONS AND INTERPRETATIONS

Your Policy is made up of various sections and documents. These should all be read together as part of the same contract. Definitions are set out below and any word or phrase which has a definition is printed throughout the **Policy** in **italic bold type**. Various specific definitions are set out in individual sections which relate only to those sections. Where a more general meaning applies this will be apparent from the way it is used in the **Policy**

Buildings

The buildings at the **Premises** including

- (a) landlord's fixtures and fittings whether internal or external
- (b) outbuildings extensions annexes gangways conveniences yards forecourts car parks swimming pools and tennis courts
- (c) roads pavements service areas pedestrian ways street furniture lamp posts but only to the extent of **Your** responsibility
- (d) walls gates fences canopies and fixed signs
- (e) foundations
- (f) telephone gas water and electrical installations piping ducting cables wires and associated equipment on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility
- (g) lifts boilers and central heating plant except as excluded
- (h) decorations and fitted carpets in the common parts
- (i) solar heating panels

Solely for the purposes of **Damage** by theft or attempted theft the definition of **Premises** will be as above but excluding any

- (a) yard forecourt hard-court roads pavements patios pools and car-parks
- (b) shed lean-to greenhouse open sided or open ended structure

Business

The description of **Your** occupation used for the purpose of this insurance as shown in the **Schedule**

Additionally in respect of Section 2 of this **Policy**

- (a) the ownership and maintenance of **Premises**
- (b) the occupation and or use of the **Premises** by **You** and or **Your** managing agent
- (c) the provision of services to **Tenants**
- (d) the provision and management of first aid fire and ambulance services
- (e) the provision and management of canteen social sports and welfare organisations for **Employees**
- (f) private work carried out with **Your** consent for any of **Your** directors partners or senior officials by an **Employee**

Computer Virus

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

Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried out by **You** at the **Premises** in consequence of an **Incident**

Contents of Common Parts

All property at the **Premises** except landlord's fixtures and fittings which belongs to **You** or for which **You** are responsible in the common parts reception areas and storage areas but including

- (a) alterations improvements repairs and decorations
- (b) the contents of water oil gas and fuel tanks and ancillary equipment and pipework
- (c) property in the open grounds and gardens adjoining and used in connection with the **Premises**
- (d) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (e) **Electronic Data** processing media and so far as the same are not otherwise insured
- (f) property in show suites but only while such show suites are used for display or sale purposes

Solely for the purposes of **Damage** by theft or attempted theft the definition of **Premises** will be as above but excluding any

- (a) yard forecourt roads pavements patios pools and car-parks
- (b) shed lean-to greenhouse open sided or open ended structure

Contract Works

Temporary or permanent works executed or in the course of execution at the **Premises** by or on behalf of **You** for the purposes of alterations or improvements to the **Premises** including unfixed site material for use in connection therewith

Costs

- (a) Claimants' costs and expenses arising in respect of any claim against **You** which may be the subject of indemnity under Section 2 of this **Policy** or the Privity of Contract extension under Section 1
- (b) All costs and expenses incurred by **Us** or with **Our** written consent in respect of any claim against **You** which may be the subject of indemnity under Section 2 of this **Policy**
- (c) **Court Attendance Costs**
- (d) **Legal Representation Fees**
- (e) **Prosecution Defence Costs**

Court Attendance Costs

All costs and expenses incurred by any of **Your** directors partners or **Employees** up to a maximum of EUR 600 per day for each day on which attendance by any such person at a court or similar forum is requested by **Us** in connection with a claim for which **You** are entitled to indemnity under Section 2 of this **Policy**

Damage

Loss or destruction of or damage to property insured due to a contingency shown in the **Schedule**

Debris Removal

- (a) removing debris from
 - (b) clearance or repair of drains sewers or gutters of
 - (c) dismantling and/or demolishing
 - (d) shoring up or propping
- the portion or portions of the property insured destroyed or damaged by any cause not excluded but excluding any costs or expenses
- (i) incurred in removing debris except from the site of property destroyed or damaged and the area immediately adjacent to such site
 - (ii) arising from **Pollution** of property not insured by Section 1A

Deductible

The amount shown in any section of the **Schedule** being the first part of any claim including fees which **You** must pay

Under Section 1A the **Deductible** is applied to each separate **Premises** and is deducted after the application of all other provisions of the **Policy** including any condition of average (underinsurance)

Under Section 2B the **Deductible** is applied to loss of or damage to **Property** and is deducted after the application of all other provisions of the **Policy**

Denial of Service Attack

Any actions or instruction constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems

Denial of Service Attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Electronic Data

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

Employee(s)

- (a) any person under a contract of service or apprenticeship
- (b) any person who is hired to or borrowed by **You**
- (c) any labour masters or persons supplied by them
- (d) labour only sub-contractors and persons supplied by them
- (e) any self-employed person or persons
- (f) any person gaining work experience
- (g) any person on a training scheme working for **You** in connection with the **Business**

Endorsement

Any variation or addition to the terms of the **Policy**

Flood

- (a) the escape of water from the normal confines of any natural or artificial water course lake reservoir canal or dam
 - (b) inundation from the sea
- whether resulting from storm or otherwise

Goods

Goods or products (including containers labelling instructions or advice provided in connection therewith) which are sold supplied erected repaired altered treated or installed by **You**

Gross Rentals

The amount of the actual annual **Rent** at the commencement of the **Period of Insurance** or the annual **Rent** following any **Rent** review during the **Period of Insurance** (proportionately adjusted where the **Indemnity Period** exceeds 12 months)

Hacking

Unauthorised access to any computer system, whether **Your** property or not

Incident

Accidental loss or destruction of or damage to property used by **You** at the **Premises** for the purpose of the **Business**

Indemnity Period

Indemnity Period means

- (a) for a tenanted **Premises** the period beginning with the occurrence of the **Damage** but ending not later than the last day of the Maximum **Indemnity Period** shown in the **Schedule**
- (b) for an untenanted **Premises** the period beginning with the date upon which but for the **Damage Gross Rentals** would have begun to be payable to **You** and ending not later than the last day of the Maximum **Indemnity Period** shown in the **Schedule**

Landlord's Contents

Household goods including ovens fridges microwaves and other kitchen appliances televisions digital television decoders stereos sofas chairs tables and other home furnishings all being **Your** property or for which **You** are responsible and located at the **Premises** but excluding valuables pictures paintings works of art or other curios money and computer equipment subject to **Our** liability not exceeding EUR 1,800 any single article and EUR 50,000 any single residential dwelling

Legal Representation Fees

Legal fees incurred with **Our** written consent for **Your** representation in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under Section 2 of this **Policy**

Legionellosis

Any discharge release or escape of legionella or other airborne pathogens from water tanks or systems air-conditioning plants cooling towers or similar installations

Money

Cash bank notes currency notes (but excluding cryptographic or virtual money including Bitcoin) tokens cheques Giro cheques postal orders money orders bankers drafts bills of exchange unused postage stamps holiday with pay stamps National Savings stamps and certificates TV licence stamps certificates of deposit consumer redemption vouchers National Insurance stamps luncheon vouchers premium bonds trading stamps and vouchers railway travel warrants railway tickets airline tickets which have been authenticated and purchased for use travellers cheques credit company sales vouchers VAT purchase invoices embossed stamps and unexpired franking machine units

This also includes **Money** in the form of crossed cheques crossed postal orders crossed bankers' drafts premium bonds National Savings certificates unused units in postage stamp franking machines stamped or franked National Insurance cards and VAT purchase vouchers/invoices credit card sales vouchers documents of value trading stamps certificates of deposits consumer redemption vouchers

Offshore

From the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform

Period of Insurance

The **Period of Insurance** shown in the **Schedule**

Personal Injury

Death bodily injury illness disease mental anguish shock arrest wrongful detention wrongful imprisonment wrongful eviction malicious prosecution invasion of right of privacy discrimination libel slander defamation of character or injurious falsehood

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception

Policy

This document the **Schedule** and any **Endorsement**

Pollution

- (i) the contamination of the atmosphere or of any water, land or other tangible property by any pollutant (which shall include any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, odour, chemical, waste or disease carrying water droplet).
- (ii) the ingestion or inhalation of any noxious substance or any pollutant by any person.
- (iii) any outbreak of legionella.

In respect of (iii) above, any such outbreak will be deemed by the Company to be sudden, identifiable, unintended and unexpected.

Premises

The premises owned rented leased used or borrowed by **You** for the purpose of **Your Business** and as detailed in the **Schedule**

Property

In respect of Section 2 of this **Policy Property** means property which is both material and tangible

Prosecution Defence Costs

All costs and expenses incurred either

- (a) with **Our** written consent or
 - (b) awarded against either **You** or any of **Your** directors or **Employees**
- in connection with a prosecution (including an appeal against conviction resulting from a prosecution) as a result of an alleged offence under any legislation in the **Ireland** and **United Kingdom** giving rise to duties in relation to the **Business** provided that
- (i) the circumstances of the alleged offence may be the subject of indemnity under Section 2 of this **Policy**
 - (ii) the prosecution does not result from a deliberate decision act or omission of management

Rent

The money paid or payable to **You** for accommodation provided and related services rendered at the **Premises**

If the **Premises** are untenanted the **Rent** will be deemed to be the money estimated to be paid or payable once the **Premises** would have been let as evidenced by the leases or negotiation or in the absence of such evidence based on money paid or payable in respect of similar property in the same locality as the **Premises**

Such estimation shall be determined by a competent professional valuer acceptable to both **You** and **Us**

Schedule

The most current **Schedule** issued to **You** which states the **Period of Insurance** the amount of premium payable and details of the cover provided by this **Policy**

The **Schedule** is part of the **Policy** and must be read in conjunction with it

Tenant

Any company organisation or person who is the owner occupier lessor or lessee of any **Premises** insured under this **Policy** and in respect of residential property any family member or servant permanently living with them

Terrorism

- (a) **Terrorism** in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987) shall mean an act or acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto
- (b) **Terrorism** in any territory other than those stated in a) above 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

In any action suit or other proceedings where **We** allege that by reason of this definition any **Damage** or **Consequential Loss** cost or expense is not covered by this **Policy** (or is covered only up to a specified limit of liability) the burden of proving that such **Damage** or **Consequential Loss** cost or expense is covered (or is covered beyond that limit of liability) shall be upon **You**

United Kingdom

England Scotland Wales Northern Ireland Isle of Man and the Channel Islands

Ireland

The Republic of Ireland

We/Us/Our

Aspen Insurance UK Limited

You/Your/Yours

The first party and any associated or subsidiary company named in the **Schedule** as the Policyholder

Additionally in respect of Section 2 of this **Policy**

- (a) operating in or from premises in **Ireland** and **United Kingdom**
- (b) at **Your** request
- (i) any of **Your** directors or **Employees** while acting on behalf of or in the course of their employment or engagement in respect of liability for which **You** would have been entitled to indemnity if the claim against any such person had been made against **You**
- (ii) any officer member or **Employee** of **Your** social sports or welfare organisation or first aid or ambulance service in their respective capacity as such
- (iii) any of **Your** directors partners or senior officials in respect of private work carried out by an **Employee** for any such person with **Your** consent

Provided that if indemnity is extended to any party described above that party shall be subject to the terms of the section so far as they can apply and in any event **Our** liability shall not exceed the limit of indemnity

- (c) in the event of **Your** death **Your** personal representatives in respect of liability incurred by **You**

COVER

For each section shown in the **Schedule** as operative **We** agree to provide cover to **You** in accordance with the provisions of this **Policy** during any **Period of Insurance** for which **You** have paid or agreed to pay and **We** have accepted the premium in respect of

SECTION 1 – ASSETS

Section 1A – Material Damage

any of the property insured described in the **Schedule** suffering **Damage** when **We** will pay for the value of the property at the time of the **Damage** or at **Our** option reinstate or replace such property or any part of it

Section 1B – Business Interruption

any **Building** or other property used by **You** at the **Premises** for the purpose of the **Business** suffering **Damage** when **We** will pay for the amount of the **Gross Rentals** provided that the most **We** will pay under each section is the total sum insured or in respect of any item its sum insured or any other limit of liability stated in the **Schedule** at the time of the **Damage**

SECTION 2 – LIABILITIES

Section 2A – Employers' Liability

Personal Injury to any of **Your Employees** arising out of and in the course of their employment or engagement by **You**

Section 2B – Public Liability

accidental **Personal Injury** to any person and/or accidental loss of or damage to **Property** when **We** will pay for

(a) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**

(b) **Costs**

provided that under Sections 2A and 2B – the most **We** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the **Schedule** irrespective of the number of claims or claimants

SECTION 1 – ASSETS

Only operative for the contingencies shown in the *Schedule*

CONTINGENCIES (APPLICABLE TO SECTIONS 1A AND 1B)

1. Fire

Fire but excluding **Damage** or **Consequential Loss** caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire riot or civil commotion
- (c) the property's own spontaneous fermentation or heating or
- (d) the property undergoing any heating or any process involving the application of heat

Lightning

Explosion of gas or boilers used for domestic purposes only

2. Explosion

Explosion excluding

- (a) in respect of Section 1A
 - (i) **Damage** resulting from the bursting of a boiler or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under **Your** control
 - (ii) **Damage** to or of vessels machinery or apparatus or their contents resulting from their explosion which are required to be examined to comply with any statutory regulations unless there is in force a **Policy** of insurance or other contract providing the required inspection service
 - (iii) **Damage** caused by earthquake subterranean fire pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (b) in respect of Section 1B loss of **Gross Rentals** resulting from the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the **Premises**) in which internal pressure is due to steam only and belonging to or under **Your** control

3. Aircraft

Aircraft and other aerial devices or articles dropped from them

4. Riot

Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation excluding

- (a) **Damage** or loss of **Gross Rentals**
 - (i) arising from confiscation requisition or destruction by order of the government or any public authority
 - (ii) arising from cessation of work
- (b) loss of **Gross Rentals** arising from deliberate **Damage** erasure distortion or corruption information on records data or software

5. Riot and Malicious Damage

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

- (a) **Damage** or loss of **Gross Rentals**
 - (i) arising from confiscation requisition or destruction by order of the government or any public authority
 - (ii) arising from cessation of work
- (b) loss of **Gross Rentals** arising from deliberate **Damage** erasure distortion or corruption of information on records data or software

6. Riot Fire

Damage or loss of **Gross Rentals** caused by fire as a result of riot or civil commotion excluding the results of

- (a) confiscation requisition or destruction by order of the government or any public authority
- (b) cessation of work

7. Earthquake

8. Subterranean Fire

9. Storm

Storm excluding **Damage** or loss of **Gross Rentals**

- (a) caused by **Flood** whether resulting from storm or otherwise
- (b) attributable solely to change in the water table level
- (c) caused by frost subsidence ground heave or landslip
- (d) in respect of movable property in the open fences and gates

10. Storm and Flood

Storm and **Flood** excluding **Damage** or loss of **Gross Rentals**

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

11. Escape of Water or Oil

Escape of water or oil from any tank apparatus pipe heating system or sanitary ware excluding **Damage** or loss of **Gross Rentals** caused by water discharged or leaking from any automatic sprinkler installation

12. Impact Third Party

Impact by any road vehicle or animal not belonging to nor under the control of **You** or any of **Your Employees**

13. Impact

Impact by any road vehicle or animal

14. Sprinkler Leakage

Sprinkler Leakage except accidental escape of water from any automatic sprinkler installation

- (a) in respect of any **Premises** which
 - (i) is insufficiently equipped for business use
 - (ii) has not been occupied for 30 consecutive days
 - (iii) is not heated to a temperature of at least 40°F at all times
- (b) not caused by explosion earthquake subterranean fire or heat caused by fire

15. Subsidence

Subsidence or ground heave of any part of the site on which the property stands or landslip excluding

- (a)
 - (i) **Damage** to yards car-parks roads pavements walls gates and fences unless also affecting the structure of other parts of the **Buildings** insured by this section
 - (ii) loss of **Gross Rentals** in respect of yards car-parks roads pavements walls gates and fences unless the structure of other parts of the **Buildings** are also damaged thereby
- (b) **Damage** resulting from
 - (i) the normal settlement or bedding down of new structures
 - (ii) the settlement or movement of made-up ground
 - (iii) coastal or river erosion
 - (iv) defective design or workmanship or the use of defective materials
 - (v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe
- (c) **Damage** resulting from destruction or damage which originated prior to the inception of this cover
- (d) **Damage** resulting from
 - (i) demolition construction structural alteration or repair of any property or
 - (ii) groundworks or excavationat the same **Premises**

16. Theft

- (1) Applicable to **Contents of Common Parts** and **Landlord's Contents**
Theft or attempted theft
- (a) involving entry to or exit from **Buildings** by forcible and violent means or
 - (b) following actual or threatened assault or violence on the **Premises**
but excluding
 - (i) **Damage** to
 - (A) amusement gaming vending or change machines or their contents
 - (B) motor vehicles and their accessories
 - (C) livestock
 - (D) clocks curiosities works of art valued at over EUR500 each and any such property which exceeds a total sum insured of EUR2,500
unless such items are specifically mentioned as insured
 - (ii) **Damage** caused by
 - (A) fire
 - (B) explosion (other than the use of explosives to facilitate theft provided explosion is not otherwise insured)
 - (C) any person or persons obtaining any of the property insured by deception
 - (D) any person or family member lawfully on the **Premises**
 - (E) acts of deception unless deception is used only to gain entry to the **Premises**
- (2) Applicable to **Buildings**
Theft or attempted theft of the **Buildings** including **Damage** to the **Buildings** for which **You** are responsible

17. Accidental Damage

(Not applicable to **Landlord's Contents**)

Damage not resulting from

- (a) **Damage** which is specifically insured or excluded elsewhere in Section 1
- (b)
 - (i) faulty or defective materials or workmanship inherent vice latent defect gradual deterioration change in water table level wear and tear or frost
 - (ii) corrosion rust change in temperature dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination change in colour flavour texture or finish vermin insects marring or scratching or any other gradually operating cause
 - (iii) acts of fraud or dishonesty by any **Employee**
 - (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information
 - (v) mechanical or electrical breakdown and/or derangement of machinery or equipment
but this shall not exclude
 - (A) such **Damage** if resulting from a cause
 - (B) subsequent **Damage** resulting from an ensuing cause
which is not otherwise excluded

EXCLUSIONS TO SECTIONS 1A AND 1B

Sections 1A and 1B do not cover

1. The amount of any **Deductible**
2. **Damage** or loss of **Gross Rentals** directly or indirectly resulting from war invasion act of foreign enemy hostilities or any persons acting on behalf of or part of any de jure de facto government of any nation country or state (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority
3. **Damage** or loss of **Gross Rentals** or expense directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter
4. (a) In respect of Section 1A only **Damage** caused by **Pollution** but this shall not exclude **Damage** to the property insured not otherwise excluded caused by
 - (i) **Pollution** which results from an insured contingency
 - (ii) an insured contingency which results from **Pollution**(b) In respect of Section 1B only loss resulting from **Pollution** but this shall not exclude loss resulting from **Damage** to property used by **You** at the **Premises** for the purpose of the **Business** not otherwise excluded caused by
 - (i) **Pollution** at the **Premises** which results from an insured contingency
 - (ii) an insured contingency which results from **Pollution**
5. **Damage** or loss of **Gross Rentals** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion
6. **Damage** or **Consequential Loss** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
This **Policy** also excludes loss or destruction of or damage to property or any consequential loss directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **Terrorism**
7. any loss whatsoever or any expenditure resulting or arising therefrom or any consequential loss caused by or contributed to by or arising from **Damage** to any computer or other equipment or component or system or item which processes stores transmits or receives **Electronic Data** and whether **Your** property or not where such **Damage** is caused by **Virus** or **Similar Mechanism** or **Phishing** or **Hacking** or **Denial of Service Attack**

However **We** will cover physical damage occurring during the **Period of Insurance** to property insured by this **Policy** directly caused by fire or explosion if such damage results from any of the matters described above subject to all terms conditions and Exclusions of this **Policy**

SECTION 1A – MATERIAL DAMAGE

This section applies only where shown as operative in the *Schedule*

SETTLEMENT OF CLAIMS

Buildings and Contents of Common Parts and Landlord's Contents

1. **We** will pay for the Reinstatement of the **Damage** subject to the following SPECIAL CONDITIONS

Reinstatement means

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

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new excluding if in the *Schedule* it is stated that the Indemnity Basis of Settlement applies an appropriate deduction for wear and tear

2. **You** have provided the Declared Value (shown in brackets in the *Schedule*) for each of the relevant items and the premium has been calculated accordingly

Declared Value means **Your** assessment of the cost of Reinstatement of the property insured arrived at in accordance with paragraph 1. (a) at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- (a) the additional cost of Reinstatement to comply with public authority requirements
- (b) professionals' fees
- (c) **Debris Removal** costs

SPECIAL CONDITIONS

- (1) At the inception of each **Period of Insurance** **You** must notify **Us** of the Declared Value of the property insured by each item In the absence of such declaration the last amount declared by **You** shall be taken as the Declared Value for the ensuing **Period of Insurance**
- (2) If at the time of **Damage** the Declared Value of the property covered by such item is less than the cost of Reinstatement (as defined in paragraph 2. above) at the inception of the **Period of Insurance** then **Our** liability for any **Damage** is limited to the proportion of the **Damage** which the Declared Value bears to such cost of reinstatement
- (3) **Our** liability for the repair or restoration of property damaged in part only is limited to the amount which would have been payable had such property been wholly destroyed
- (4) No payment beyond the amount which would have been payable in the absence of this clause shall be made
 - (a) unless Reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of Reinstatement has been incurred
 - (c) if the property insured at the time of any **Damage** is insured by any other insurance effected by **You** or on **Your** behalf which is not upon the same basis of Reinstatement
- (5) All other provisions of the **Policy** shall apply
 - (a) in respect of any claim payable under the provisions of this clause except insofar as they are varied hereby
 - (b) where claims are payable as if this clause had not been incorporated except that the maximum payable for any item shall be the sum insured shown in the *Schedule*

EXTENSIONS TO SECTION 1A

1. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that **You** pay an appropriate additional premium if required by **Us** from the date of the **Damage** giving rise to the claim and effect any reasonable additional protections required by **Us** to prevent a further occurrence of **Damage**

2. Contracting Purchasers

In the event that **You** have contracted to sell the interest in the **Buildings** the contracting purchaser who completes the purchase shall have the benefit of the insurance by this section up to the date of completion if and insofar as the **Buildings** are not otherwise insured and without prejudice to **Our** rights and liabilities

3. Contractors' Interest

Where **You** are required to effect insurance on the **Buildings** in the joint names of **You** and the contractor under the terms of a contract condition then the interest of the contractor in the **Buildings** as a joint insured is hereby noted subject to any single contract valued in excess of EUR 300,000 being advised to **Us** and an additional premium being paid as appropriate

4. Contract Works

The insurance by each item on **Buildings** extends to include **Contract Works** to the extent to which **You** have contracted to arrange cover provided **Our** liability shall not exceed EUR 120,000 in respect of all losses arising out of any one occurrence. This insurance shall only apply in so far as the **Contract Works** are not otherwise insured

5. Debris Removal

Unless specifically insured by this section items relating to **Buildings** and **Contents of Common Parts** and **Landlords Contents** extend to include reasonable costs and expenses necessarily incurred by **You** with **Our** consent in **Debris Removal**

The most **We** will pay under this clause and this section in respect of any item shall in no case exceed its sum insured

6. Drains Sewers and Gutters

In the event of blockage of the drains sewers gutters or common service pipes to **Your Premises We** will pay for the necessary clearing of such blockage provided that the cost for the clearing of such blockage is not otherwise recoverable

7. Electronic Data Processing Media Valuation

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

8. Fire Extinguishing Expenses and Alarm Resetting Expenses

We will pay the reasonable costs incurred by **You** in refilling fire extinguishing appliances replacing used sprinkler heads and resetting fire or intruder alarms solely in consequence of their activation following **Damage**

9. Fire and Rescue 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

10. Fire Brigade Charges

We shall pay the reasonable charges incurred by **You** and for which **You** are liable to pay to the fire brigade for services rendered following **Damage**

The most **We** will pay following **Damage** including such costs is the sum insured by the relative item stated in the **Schedule**

11. Freeholders Lessors and Mortgagees

The interest of the Freeholder or Lessor or Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Leaseholder or Lessee or Mortgagor or occupier of any **Buildings** insured whereby the risk of **Damage** is increased without the authority or knowledge of the Freeholder or Lessor or Mortgagee provided the Freeholder or Lessor or Mortgagee shall immediately on becoming aware thereof give notice in writing to **Us** and on demand pay such reasonable additional premium as **We** may require

12. Interests

We acknowledge that third parties may be interested in the insurance by this **Policy** and in the event of **Damage** such third parties and the nature of their interest in the **Building** damaged are to be declared to **Us**

13. Landscaping

This insurance shall with **Our** consent extend to include **Damage** to trees shrubs plants landscaping and recreational features including garden furniture ornaments and statues belonging to **You** or for which **You** are responsible all situate at the **Premises** In the event of **Damage We** shall pay to **You** the cost incurred in restoring any tree shrub plant or item of landscaping to its appearance when first planted but excluding

- (a) the cost of movement of soil other than as necessary for surface preparation
- (b) any cost arising from the failure of trees shrubs plants or turf to become established following replanting
- (c) the failure of seeds to germinate

The most **We** will pay in respect of any one claim under this extension is EUR 30,000 or 10% of the sum insured by the relevant item whichever is the less

14. Lock Replacement

We will pay the costs incurred as a result of necessary replacement of locks following the loss of keys combinations or access cards in connection with security of the **Premises** by theft from the **Premises** or from the homes of **Your** principals directors or authorised **Employees**. No cover applies for safe or strongroom keys left in the **Premises** overnight. The most **We** will pay in respect of any one claim under this extension is EUR 1,200

15. Metered Fuel

We will pay the direct additional costs resulting from

- (a) accidental escape of metered water from tanks apparatus and pipes
- (b) unauthorised use of gas or electricity

but only to the extent that such loss is determined by measurement from water gas or electricity meters for which **You** are responsible

16. Non-Invalidation

Your interest in the insurance by this section shall not be prejudiced by any act or neglect of any **Tenant** or occupier of any **Building** whereby the risk of **Damage** is increased without **Your** authority or knowledge provided **You** shall immediately on becoming aware thereof give **Us** notice in writing and on demand pay such reasonable additional premium as **We** may require

17. Obsolete Building Materials

This section extends to include the reasonable additional costs incurred in replacement of damaged materials which at the time of installation or construction were reasonably deemed to be appropriate but require replacement with more suitable modern materials after the **Damage**

The **Buildings** shall not be regarded as being better or more extensive than when new provided that **Our** liability shall not exceed 10% of the Declared Value of such **Buildings** in respect of such additional costs

18. Privity of Contract

Only operative if shown as insured in the **Schedule** **We** will provide indemnity to the **You** in respect of **Premises** in the **Ireland** and **United Kingdom**

- (1) against legal liability as former landlord or tenant to any current landlord or **tenant** to insure repair or reinstate **Damage** to the **Buildings** of **Premises** which
 - (a) arises from a breach by any current landlord or **tenant** of its obligations under a lease to insure repair or reinstate **Damage** by any of the causes or covers insured by Section 1A of this **Policy** to any **Premises** previously owned but which no longer belongs to **You** such that **You** are also thereby in breach of those obligationsand
 - (b) arises out of any claim which is first made in writing to the **You** during any **Period of Insurance** and notified to **Us** during or within 30 days after expiry of the same **Period of Insurance**
- (2) in respect of
 - (a) costs of **legal representation** at proceedings in any court arising out of any occurrence specified in (1) above which may be the subject of indemnity under this extension
 - (b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under (1) above incurred with **Our** written consent

Subject to the following provisions

- (i) the cover under this extension shall not apply to legal liability arising out of any occurrence happening before the retroactive date shown in the **Schedule** (b) the most **We** will pay any one claim shall not exceed EUR 6,000,000 in any one **Period of Insurance** irrespective of the number of claims or claimants and inclusive of **Costs**
- (ii) the insurance under this extension will not contribute in respect of any more specific insurance effected by the new owner tenants or sub-tenants
- (iii) **You** have taken all reasonable steps to obtain release from **Your** liabilities as former landlord or **tenant** of the **Premises** following disposal

19. Professionals' Fees

The sums insured on **Buildings** and **Contents of Common Parts** include amounts for professional fees necessarily and reasonably incurred in the reinstatement of **Damage** (but not such fees for the preparation of claim). The most **We** will pay for the **Damage** (including such fees) is the sum insured by the relative item stated in the **Schedule**

20. Public Authority Compliance

We will pay such additional cost of Reinstatement incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any European Community legislation or government or local authority requirements in respect of

- (a) the property insured which suffers **Damage**
- (b) undamaged portions thereof excluding
 - (i) the cost incurred in complying with any of the aforesaid legislation or requirements
 - (a) in respect of **Damage** occurring prior to the granting of this extension
 - (b) in respect of **Damage** not insured by this **Policy**
 - (c) under which notice has been served upon **You** prior to the happening of the **Damage**
 - (d) in respect of undamaged property other than undamaged portions of property damaged by any contingency hereby insured against
 - (ii) the additional cost that would have been required to make good the property suffering **Damage** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid legislation or requirements not arisen
 - (iii) the amount of any charges or assessment arising out of the capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid legislation or requirements

provided that

- (1) The work of Reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage** or within such further time as **We** may allow (during the said twelve

- months) and may be carried out upon another site (if the aforesaid legislation or requirements so necessitate) subject to **Our** liability under this extension not being thereby increased
- (2) If **Our** liability under this **Policy** apart from this extension shall be reduced by the application of any of the provisions of this **Policy** then **Our** liability under this extension shall be reduced in like proportion
 - (3) The total amount recoverable under this **Policy** shall not exceed
 - (i) in respect of undamaged portions of property other than foundations 25% of the total amount for which **We** would have been liable had the property been wholly destroyed
 - (ii) the sum insured on the property suffering **Damage**
 - (4) All provisions of this **Policy** except in so far as they are varied hereby shall apply as if they had been incorporated herein

21. Sprinkler Upgrade Costs

We will pay the costs incurred by **You** in upgrading an automatic sprinkler installation in accordance with the current Loss Prevention Council (LPC) Rules solely as required by **Us** as a result of **Damage** to the **Buildings** provided that at the time of **Damage** the installation conformed to the LPC rules in force at the time of the original installation

22. Subrogation Waiver

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

- (a) any company standing in the relation of holding subsidiary or fellow subsidiary to **You** in each case as defined by current legislation
- (b) any **Tenant** provided that
 - (i) the **Damage** did not result from a criminal fraudulent or malicious act of the **Tenant**
 - (ii) the **Tenant** contributes to the cost of insuring the property insured against the event which caused the **Damage**

23. 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

24. Temporary Removal

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

25. Value Added Tax

We will pay Value Added Tax paid by **You** solely as a result of Reinstatement of the **Buildings** following **Damage** provided that

- (a) **We** have paid or agree to pay for such **Damage**
- (b) such Value Added Tax is not otherwise recoverable
- (c) payment made by **Us** in respect of Reinstatement of such **Damage** is less than the actual cost of Reinstatement any payment under this extension will be reduced in like proportion
- (d) **Your** liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the **Building** which sustained **Damage**
- (e) where an option of Reinstatement on another site is taken **Our** liability under this extension will not exceed the amount of tax that would have been payable had the **Building** been rebuilt on its original site
- (f) **Our** liability under this extension will not include amounts payable by **You** as penalties or interest for non-payment or late payment of tax
- (g) **You** have taken all reasonable precautions to insure adequately for Value Added Tax liability at inception of this **Policy** and at inception of each subsequent **Period of Insurance**
- (h) solely for the purposes of this extension

- (i) Condition 1. Average (underinsurance) rebuilding costs will be exclusive of Value Added Tax
- (ii) **Our** liability may exceed the sum insured where such excess amount is solely in respect of Value Added Tax

26. Workmen

Workmen are allowed to work in the **Buildings** for the purpose of effecting any repairs and/or minor additions and alterations and/or decorations without prejudice to this insurance provided that **You** continue to take all reasonable care for the safety and protection of property insured and that no change or alteration shall be made to any alarm system or other protective device without **Our** consent

CONDITIONS TO SECTION 1A

1. Average (underinsurance)

If at the time of the happening of any **Damage** to the property insured by any item (other than those applying solely to fees **Rent** removal of debris or private dwelling houses) the sum insured by that item is less than the total value of the property to which it applies **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the **Damage** accordingly

2. Buildings awaiting Demolition

If at the time of **Damage** it is **Your** intention to demolish the **Buildings** **Our** liability shall be limited to the additional costs of **Debris Removal** solely incurred as a result of such **Damage**

3. Fire Protection

- (a) All fire protection equipment on **Your Premises** must be
 - (i) installed in accordance with manufacturers' specifications
 - (ii) in full and efficient working order at all times and serviced under an approved maintenance contract
- (b) **You** must inform **Us** immediately if
 - (i) **You** discontinue using any fire alarm or automatic sprinkler installation
 - (ii) water supplies used for sprinklers are turned off
 - (iii) there are alterations to any sprinkler installation or **Your Buildings** which may affect the installation

Breach of this condition will only invalidate claims in respect of **Damage** by fire to property insured at the **Premises** at which the breach of condition has occurred

4. Security Requirements

- (a) Any intruder alarm system required by **Us** must be
 - (i) installed in accordance with the manufacturer's schedule agreed by **Us**
 - (ii) in full and efficient working order at all times and serviced under an approved maintenance contract
 - (iii) tested and set whenever the alarmed portion of the **Premises** is closed for **Business** or not attended by **You** or any person authorised by **You** to be responsible for the security of the **Premises**
- (b) All keys including duplicate keys relative to the security of the **Premises** must be removed from the secured **Premises** when they are closed for **Business** or left unattended
- (c) **You** must advise **Us** immediately of any notice from the police or a security organisation that intruder alarm system signals will be disregarded where the system is required by **Us**

Breach of this condition will only invalidate claims in respect of theft or attempted theft of property whilst contained in the **Premises** at which the breach of condition has occurred

5. Unoccupied Premises

Notice must be given to **Us** when any **Premises** become unoccupied or when unoccupied **Premises** or a portion thereof is again occupied and a suitable additional premium paid if required

SECTION 1B – BUSINESS INTERRUPTION

This Section applies only where shown as operative in the *Schedule*

SETTLEMENT OF CLAIMS

In the event of **Damage** to the **Premises** or adjacent property or land and

- (i) the **Premises** being made uninhabitable
- (ii) **You** or **Your Tenants** being prevented from using or accessing the **Premises** as a result of such **Damage** during the period
 - necessary to restore the **Premises** to a habitable condition
 - which **You** or **Your Tenants** are unable to gain access

We will pay for

- (a) **Reduction in Gross Rentals**
the amount of the reduction in the **Rent** received or receivable by **You** during the **Indemnity Period** solely as a consequence of the **Damage**
LESS any sum saved during the **Indemnity Period** in respect of the charges and expenses of the **Business** as may cease or be reduced in consequence of the **Damage**
- (b) **Increased Landlord's Costs**
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Rentals** which but for that expenditure would have taken place during the **Indemnity Period** in consequence of the **Incident** but not exceeding the reduction in **Gross Rentals** avoided by such expenditure
- (c) **Reletting Costs**
the costs necessarily and reasonably incurred during the **Indemnity Period** in reletting the **Premises** (including legal fees in connection with the reletting but excluding any legal fees or other charges associated with reletting which are payable by the new **Tenant** solely in consequence of the **Damage**)

SPECIAL CONDITIONS

Maximum Payable

Where under the terms of lease **Rent** is subject to a review during the **Period of Insurance** or during the **Indemnity Period** **We** will pay for loss of **Gross Rentals** at the rate earned as a result of the review

The most **We** will pay in respect of any one claim is 200% of the **Gross Rentals** for each lease or rental agreement declared to **Us**

Material Damage Proviso

This insurance shall not apply to **Rent** unless at the time of the **Damage** there is in force an insurance covering **Your** interest in the **Buildings** where the **Damage** has occurred and payment shall have been made or liability admitted under such insurance or payment would have been made or liability would have been admitted but for the operation of a proviso excluding liability for losses below a specified amount or deductible except that this clause shall not apply to **Rent** where another party (not being **You**) is responsible for insuring the **Buildings**

EXTENSIONS TO SECTION 1B

1. Accountants

We will pay for the reasonable charges payable by **You** to professional accountants for producing details or evidence as may be required by **Us**

2. Alternative Residential Accommodation

In the event of **Damage** to the **Premises** resulting in the residential portion being uninhabitable or access being prevented to a residential portion of the **Premises** **We** will pay the reasonable additional cost of comparable alternative accommodation for the **Tenant** including temporary furniture storage costs and accommodation costs for domestic pets until the residential portion is habitable or accessible provided that this cover shall not exceed the amount stated in the **Schedule**

3. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that **You** pay if required by **Us** appropriate additional premium from the date of the **Incident** giving rise to the claim

4. Contracting Purchasers

In the event that **You** have contracted to sell **Your** interest in the **Buildings** and **Damage** occurs for which a valid claim is accepted by **Us** under Section 1A of this **Policy** and the sale is cancelled or delayed solely due to the occurrence of such **Damage** **We** will pay

- (a) the reduction in **Rent** receivable by **You** during the period before the date on which completion of the sale of **Your Buildings** would have taken place but for the occurrence of **Damage**
- (b) the interest incurred on capital borrowed solely to offset the use of the sale proceeds for the purpose of financing the business
- (c) the investment interest lost to **You** on any balance of the sale proceeds after deduction of any capital borrowed as provided under (b)

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

- (d) necessary additional expenditure **You** reasonably incur due to the occurrence of **Damage** solely to avoid or minimise the loss for which **You** can be indemnified under (a) but not exceeding the amount of such loss avoided by such additional expenditure

provided that

- (1) a valid claim has been accepted by **Us** under Section 1A of this **Policy**
- (2) the most **We** will pay in respect of this additional cover is 20% of the sum insured in the **Schedule**

5. Failure of Utilities

We will indemnify **You** in respect of loss of **Gross Rentals** caused by the interruption or interference of the supply of electricity or water or gas at the terminal ends or meters or main stopcock of **Your** supplier's feed to the **Premises**

except where caused by

- (a) the deliberate act of any supply authority
- (b) any supply authority exercising its right to withdraw or restrict services or supply
- (c) industrial action
- (d) drought
- (e) any failure lasting less than 24 consecutive hours

The most **We** will pay under this extension is the amount of EUR 120,000 any one occurrence

6. Legionellosis

The insurance by each item on **Rent** is extended to include loss of **Gross Rentals** arising from any outbreak of **Legionellosis** at the **Premises** causing restrictions on the use thereof on the order or advice of a competent public authority

Provided that

- (a) for the purposes of this clause **Premises** shall mean **Premises** which are directly affected by the **Damage**
- (b) **We** shall not be liable under this clause for any costs incurred in cleaning repair replacement or inspection of property except those costs not exceeding EUR 30,000, any one occurrence incurred with **Our** consent in cleaning and decontamination of the air-conditioning or water supply equipment at the **Premises** the use of which has been restricted on the order or advice of a competent public authority
- (c) the most **We** will pay in respect of any one loss under this extension shall not exceed the amount stated in the **Schedule**

7. Loss of Interest

Following cancellation or delay of a sale of **Your Premises** solely as a result of **Damage** to **Buildings** in which **You** have contracted to sell **Your** financial interest **We** will pay the investment interest incurred on capital borrowed solely to offset in whole or part the loss of use of the sale proceeds or the investment interest lost on sale proceeds less any **Rent** received

Provided that any investment interest incurred or lost shall not exceed the published and certified rates of **Your** principal bankers that would otherwise have applied at the time of **Damage**

Our liability under this extension shall commence on the date of the proposed sale and shall end on the actual sale or expiry of the **Indemnity Period** whichever is earlier

8. Notifiable Diseases

Subject to the SPECIAL CONDITIONS set out below **We** will pay for loss of **Gross Rentals** incurred by **You** resulting from

- (a)
 - (i) any occurrence of a Notifiable Disease at the **Premises** or attributable to food or drink supplied from the **Premises**
 - (ii) any discovery of an organism at the **Premises** likely to result in the occurrence of a Notifiable Disease
- (b) the discovery of pests or vermin at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority
- (c) the closure of the whole or part of the **Premises** by order of a competent authority in consequence of defects in the drains or other sanitary arrangements at the **Premises**
- (d) any occurrence of murder or suicide at the **Premises**

SPECIAL CONDITIONS

- (1) **You** take all reasonable steps to prevent the occurrence of disease or infection and to maintain all drains sanitary arrangements and air conditioning in efficient condition
- (2) **We** will not be liable under this extension for any costs incurred in the cleaning repair replacement recall or checking of property
- (3) the Maximum **Indemnity Period** will be three months
- (4) the most **We** will pay under this extension shall not exceed the amount of EUR 300,000 any one occurrence

DEFINITIONS FOR THE PURPOSE OF THIS EXTENSION

- (1) Notifiable Disease means illness sustained by any person resulting from
- (a) food or drink poisoning or
 - (b) one of the following specified human infectious or human contagious diseases
 - Acute encephalitis
 - Acute poliomyelitis
 - Anthrax
 - Bubonic Plague
 - Cholera
 - Diphtheria
 - Dysentery
 - Legionellosis
 - Legionnaires Disease
 - Leprosy
 - Leptospirosis
 - Malaria
 - Measles
 - Meningitis
 - Meningococcal infection
 - Mumps
 - Ophthalmia neonatorum
 - Paratyphoid fever
 - Rabies
 - Relapsing fever
 - Rubella
 - Scarlet fever
 - Smallpox
 - Tetanus
 - Tuberculosis
 - Typhoid fever
 - Typhus fever
 - Viral hepatitis
 - Viral haemorrhagic fever
 - Whooping cough
 - Yellow fever
- An outbreak of which the competent local authority has stipulated shall be notified to them
- (2) **Indemnity Period** means the period during which the results of the **Business** are affected in consequence of the occurrence discovery or accident beginning
- (a) in the case of 8(a) and 8(d) above with the date of the occurrence or discovery
 - (b) in the case of 8(b) and 8(c) above with the date from which the restrictions on the **Premises** are applied
- and ending not later than the Maximum **Indemnity Period** thereafter

9. Managing Agent's Premises

Rent receivable by **You** which has not been paid to **You** due to interruption of or interference with the business of any managing agent engaged by **You** to collect on **Your** behalf **Rent** for **Your Premises** in consequence of **Damage** to the premises used for the business of the managing agent or adjacent property or land provided that

- (a) **Your** managing agent's premises is within **Ireland** and **United Kingdom**
- (b) such loss of **Rent** is not covered by any other insurance
- (c) **You** take all reasonable steps to recover **Rent** which is receivable by **You**
- (d) **You** repay to **Us** all sums paid under this additional cover which **You** later recover
- (e) the most **We** will pay under this additional cover is 20% of the sum insured in the **Schedule**
- (f) **We** will not be liable for any sum falling due for payment after the last day of the Maximum **Indemnity Period** stated in the **Schedule**
- (g) **We** will not be liable for **Rent** which has remained outstanding for more than 120 days after its due date

10. Payments on Account

Payments on account of valid claims may be made at **Our** discretion upon **Your** request

11. Subrogation Waiver

In the event of a claim arising under this section **We** agree to waive any rights remedies or relief to which **We** might become entitled by subrogation against any company standing in the relation of holding subsidiary or fellow subsidiary to **You** in each case as defined by current legislation

EXTENSIONS TO SECTIONS 1A AND 1B

1. Capital Additions

This insurance extends to include

- (a) any newly acquired **Buildings** in **Ireland** and **United Kingdom** insofar as the same are not otherwise insured
- (b) alterations additions and improvements to **Buildings** but not in respect of any appreciation in value
- (c) **Rent** in respect of newly acquired or newly erected **Buildings** and alterations additions and improvements to the **Buildings** insured by Section 1A insofar as such **Rent** is not otherwise insured during the current **Period of Insurance** at any of the **Premises** insured

Provided that

- (i) at any one **Premises** this cover will not exceed 20% of the **Buildings** sum insured under Section 1A or EUR 2,500,000 whichever is the less or as otherwise stated in the **Schedule**
- (ii) at any one **Premises** this cover will not exceed 20% of the **Rent** sum insured under Section 1B or EUR 625,000 per annum whichever is the less or as otherwise stated in the **Schedule**
- (iii) **You** undertake to give particulars of such extension of cover as soon as practicable and to effect specific insurance retrospective to the date of the commencement of **Our** liability
- (iv) the provisions of this extension will be fully maintained notwithstanding any specific insurance effected under (iii) above

2. Failure of Other Insurances

This extension applies only where shown as operative in the **Schedule**

This insurance extends to include **Buildings** and **Gross Rentals** (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

This extension only operates in the event of failure of the third party's insurance whether in whole or in part to pay for repairs or reinstatement or to provide an indemnity and only in respect of claims arising directly from a Contingency insured by this **Policy** and in accordance with the terms conditions and exceptions of this **Policy**. The limit of **Our** liability in respect of the **Buildings** and its **Gross Rentals** will not in the aggregate exceed the limit shown in the **Schedule**

3. Inadvertent Omission to Insure

This extension applies only where shown as operative in the **Schedule**

In the event of **You** inadvertently omitting to notify **Us** of any newly acquired or erected **Buildings** in the **Ireland** and **United Kingdom** this insurance extends to automatically hold such **Buildings** and its **Gross Rentals** covered

Provided that

- (i) such cover will commence from the inception of **Your** interest in the **Buildings** or the date previous insurance lapsed whichever is the latter
- (ii) at any one **Premises** **Our** liability in respect of **Buildings** and **Gross Rentals** will not exceed the limit shown in the **Schedule**
- (iii) **You** will annually undertake and complete a thorough review of **Your Buildings** portfolio and if any such omission to insure is discovered **You** shall immediately advise **Us** and pay the additional premium required from inception of this cover
- (iv) **You** do not have any other forms of insurance in place which could be deemed to also cover such omissions

SECTION 2 – LIABILITIES

This section covers **Your** liability to others for loss damage or injury as specified in each sub-section

EXCLUSIONS

This section will not indemnify **You**

1. against any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement
2. against any liability or expense directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

However so far as **Personal Injury** to any **Employee** which arises out of and in the course of their employment or engagement by **You** this exception shall only apply in respect of

- (i) liability of any Principal
 - (ii) liability assumed by **You** by agreement which would not have attached in the absence of such agreement
3. against liability for
 - (a) punitive exemplary aggravated or restitutionary damages
 - (b) multiple damages but this exception shall not apply in respect of the original award of damages made prior to the application of the multiplier
 - (c) any fine or penalty

4. against liability for loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
 - (b) any Act of Terrorism

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

This section also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above

If **We** allege that by reason of this Exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**

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

However in respect of Section 2A only this Exclusion shall not operate in any circumstance where compulsory insurance is required to be effected by **You** but the limit of indemnity shall be reduced to the minimum amount required by law

EXTENSIONS TO SECTION 2 – LIABILITIES

1. Contractual Liability and Indemnity to Principal

We will cover **Your** liability for **Personal Injury** or loss of or damage to **Property** if any contract or agreement entered into by **You** with any Principal so requires

We will cover liability assumed by **You** and the Principal in the same manner to **You** in respect of the liability of the Principal where liability arises out of the performance by **You** of such contract or agreement

Provided that

- (a) the conduct and control of claims is vested in **Us**
- (b) the Principal shall observe fulfil and be subject to the terms of this section so far as they can apply
- (c) the indemnity shall not apply in respect of liquidated damages or under any penalty clause
- (d) the indemnity granted under Section 2A shall only apply in respect of liability to any person who is an **Employee**
- (e) where indemnity is granted to any Principal **We** will treat each Principal and **You** as though a separate **Policy** had been issued to each of them
- (g) nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under any sub-section

For the purpose of this extension Principal means the other party to a contract or agreement for which **You** are undertaking work or services or providing **Goods** where such party is responsible for setting out the terms of the contract or agreement

2. Cross Liabilities

If **Your** name in the **Schedule** comprises more than one party **We** will treat each party as though a separate **Policy** had been issued to each of them

However nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity under any sub-section

SECTION 2A – EMPLOYERS’ LIABILITY

This section applies only where shown as operative in the *Schedule*

EXCLUSIONS

This section will not indemnify **You**

1. in respect of **Personal Injury** to an **Employee** if at the relevant time the **Employee** is
 - (a) travelling as a passenger in or on a motor vehicle
 - (b) entering getting onto or alighting from a vehiclein circumstances where compulsory insurance or security in respect of the vehicle is required by relevant road traffic legislation (or would be required but for specific statutory exception applicable to **You**) and such **Employee** is not acting in the capacity of the driver of the vehicle
2. against liability arising **Offshore**

SETTLEMENT OF CLAIMS

If **Personal Injury** happens during the **Period of Insurance** to any of **Your Employees** arising out of and in the course of their employment or engagement by **You**

- (a) in **Ireland** and **United Kingdom** or
- (b) whilst temporarily outside **Ireland** and **United Kingdom** provided that the **Employee** is ordinarily resident in **Ireland** and **United Kingdom**

We will pay for

- (i) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**
- (ii) **Costs**

SPECIAL CONDITIONS

- (1) Maximum Payable
The most **We** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the *Schedule* irrespective of the number of claims or claimants and inclusive of **Costs**
- (2) Rights of Recovery
The indemnity provided under Section 2A is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to employees in **Ireland** and **United Kingdom** may require but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law

EXTENSIONS

1. Unsatisfied Courts Judgement

In the event of a judgement for damages

- (a) being obtained in the first instance under the jurisdiction of a court in **Ireland** and **United Kingdom**
- (b) by any **Employee** or the personal representatives of any **Employee**
- (c) in respect of **Personal Injury** arising out of and in the course of the **Employee’s** employment or engagement by **You**

at **Your** request **We** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any damages or awarded costs to the extent that they remain unsatisfied

Provided that

- (i) there is no appeal outstanding
- (ii) the judgement relates to **Personal Injury** which would otherwise be insured by Section 2A
- (iii) any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to indemnity under Section 2A if the judgement had been made against **You**
- (iv) **We** will be entitled to take over and prosecute for **Our** own benefit any claim against any other party and **You** the **Employee** or the personal representatives of the **Employee** shall give all information and assistance required

SECTION 2B – PUBLIC LIABILITY

This Section applies only where shown as operative in the *Schedule*

EXCLUSIONS

This section will not indemnify **You** against liability

1. for loss of or damage to **Property** belonging to **You** or in **Your** custody or control other than
 - (a) **Property** belonging to an **Employee** or to a visitor
 - (b) any premises including contents (not being premises leased to **You**) which are temporarily occupied by **You** for the purpose of carrying out work in or to such premises
2. arising from the ownership possession or use of
 - (a) any mechanically propelled vehicle under **Your** control or any **Employee of Yours**
However this part of this exception shall not apply in respect of **Personal Injury** or loss of or damage to **Property** arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and **You** are not entitled to indemnity under any other insurance or indemnity
 - (b) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
3. caused by any **Goods** after they have ceased to be in **Your** custody or control other than food or drink for consumption on **Your Premises**
4.
 - (a) in respect of **Personal Injury** to any **Employee** which arises out of and in the course of their employment or engagement by **You**
 - (b) in respect of loss of or damage to **Goods**
 - (c) for any costs or expenses incurred in repairing replacing recalling or making any refund in respect of **Goods**
 - (d) in respect of **Pollution**
5. caused by or arising from
 - (a) advice design or specification or schedule given for a fee
 - (b) professional services rendered by **You** or on **Your** behalf

SETTLEMENT OF CLAIMS

In the event of accidental **Personal Injury** happening during the **Period of Insurance** to any person and/or accidental loss of or damage to **Property**

- (a) in **Ireland** and **United Kingdom** and offshore installations within the continental shelf around **Ireland** and **United Kingdom**
- (b) elsewhere in Europe but only in connection with the **Business** carried on by **You** at or from any premises situated in **Ireland** and **United Kingdom**
- (c) elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non-manual **Employees** ordinarily resident in **Ireland** and **United Kingdom**

We will pay for

- (i) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**
- (ii) **Costs**

SPECIAL CONDITIONS

- (1) Maximum Payable
The most **We** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the **Schedule** irrespective of the number of claims or claimants and inclusive of **Costs**

SECTION 2B – PUBLIC LIABILITY

EXTENSIONS

1. Car Parks

We will indemnify **You** in respect of legal liability for loss of or damage to any motor vehicle its contents or accessories whilst such vehicle is in or on any car park owned or operated by **You** in the course of the **Business**
Provided that

- (a) such motor vehicle its contents or accessories are neither owned hired nor borrowed by or on behalf of **You**
- (b) the indemnity granted shall not apply to the first EUR 120 of damages costs or expenses for loss of or damage to any one motor vehicle its contents or accessories and **You** will be responsible for such amount and reimburse **Us** for sums which **We** shall pay in respect thereof
- (c) the most **We** will pay for all sums payable by **You** is EUR 60,000 in respect of any one motor vehicle its contents or accessories

2. Cloakrooms

We will indemnify **You** in respect of legal liability for loss of or damage to **Property** deposited in any cloakroom owned or operated by **You** in the course of the **Business**
Provided that

- (a) such **Property** is neither owned hired nor borrowed by **You** or on **Your** behalf
- (b) the most **We** will pay for all sums payable by **You** is EUR 1,200 in respect of any one article

3. Defective Premises

We will indemnify **You** against legal liability in respect of **Personal Injury** or loss of or damage to **Property** arising in respect of any premises disposed of by **You**
However this indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing replacing or making any refund in respect of any such premises

4. Leased Premises

We will indemnify **You** against legal liability for loss of or damage to premises or fixtures or fittings thereof which are leased to **You**

However this indemnity shall not apply in respect of liability for

- (a) loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement
- (b) the first EUR 300 of such loss or damage caused otherwise than by fire or explosion

5. Non-Owned Vehicles used in the Business

We will indemnify **You** in respect of legal liability for **Personal Injury** and loss of or damage to **Property** arising out of the use of any motor vehicle which is neither the **Property** of nor provided by **You** being used in connection with the **Business**

However this indemnity shall not apply in respect of

- (a) loss of or damage to any such vehicle
- (b) **Personal Injury** or loss of or damage to **Property** while such vehicle is being driven
 - (i) by **You** or
 - (ii) with the general consent of **You** or of **Your** representative by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (c) 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
- (d) a vehicle being used outside **Ireland** and **United Kingdom**

6. North American Public Liability

We will indemnify **You** against legal liability in respect of **Personal Injury** or loss of or damage to **Property** happening anywhere within the United States of America or Canada arising out of **Business** visits by directors or non-manual **Employees**

Provided that

- (a) such directors and non-manual **Employees** are ordinarily resident in **Ireland** and **United Kingdom**
- (b) **We** will not indemnify **You** against liability in respect of **Pollution**

7. Obstruction and Loss of Amenities etc

We will indemnify **You** against legal liability in respect of accidental obstruction loss of amenities trespass nuisance or interference with any right of way light air or water

8. Sudden and Unintended Pollution

Notwithstanding the provisions of Exclusion 4.(d) of Section 2B **We** will indemnify **You** under this section against legal liability in respect of either **Personal Injury** or loss of or damage to **Property** caused solely by **Pollution** which results from a sudden identifiable unintended and unexpected 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 arises out of any one **incident** shall be deemed to have occurred at the time such **incident** takes place
- (b) **We** will not indemnify **You** under this extension against any liability in respect of **Pollution** happening anywhere in the United States of America or Canada
- (c) nothing in this extension shall increase **Our** liability to pay any amount in excess of the limit of indemnity
- (d) 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**

9. Costs in Addition

This extension applies only where shown as operative in the **Schedule**

- (a) The limit of indemnity is extended to cover **Costs** in addition to the maximum payable under this section
- (b) This extension does not apply to any liability or **Costs** arising from or in relation to the United States of America or Canada. The limit of indemnity in relation to any such claims remains as set out in the **Schedule** which is the maximum payable inclusive of all **Costs**
- (c) Where **We** exercise **Our** discretion to pay to **You** or on **Your** behalf the limit of indemnity or lesser sum in settlement of a claim **We** will pay **Costs** in addition

However where **Your** liability (prior to accounting for any **Costs**) exceeds the limit of indemnity **Our** liability for **Costs** is limited to a proportion of the total **Costs**. The proportion shall be that which the limit of indemnity as stated in the **Schedule** bears to **Your** total liability (prior to accounting for any **Costs**) for such claim

10. Financial Loss

This extension applies only where shown as operative in the **Schedule**

We will indemnify **You** in respect of accidental financial loss (not occasioned by loss of or damage to **Property**)

However the indemnity granted shall not apply in respect of

- (a) whichever is the greater of the **Deductible** shown in the **Schedule** or 10% of each and every claim. This amount shall be retained by **You** as **Your** own liability and uninsured and **You** will reimburse **Us** for all sums which **We** pay in respect thereof
- (b) any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement
- (c) any liability arising from a breach of professional duty
- (d) passing off or infringement of patent copyright design trademark or trade name
- (e) any liability caused by or arising from or in connection with defamation or wrongful arrest
- (f) any liability for a breach of obligation owed by **You** as an employer to an **Employee**

GENERAL POLICY CONDITIONS

1. Fundamental Conditions

- (a) **You** have a duty at inception and renewal of this **Policy** and a continuing duty throughout the **Period of Insurance** to disclose all facts that are material to this **Policy** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**
- (b) **You** must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums

2. Your Obligations

You must

- (a) give immediate notice to **Us**
 - (i) of anything which materially affects the risk insured specifically anything which might increase the risk of loss or **Damage**
 - (ii) once **You** have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with anything which may give rise to a claim under this **Policy**
- (b) take all reasonable care to
 - (i) prevent accidents or **Damage**
 - (ii) maintain all **Premises** plant and equipment and everything used in connection with **Your Business** in proper repair
- (c) on any defect or danger becoming apparent either
 - (i) immediately make good or remedy any such defect or danger or
 - (ii) take such additional precautions as the circumstances require to avoid such defect or danger

3. Unoccupied Premises Condition

It is a condition precedent to **Our** liability that whenever a **Premises** is left unattended for more than 30 days

- (a) the mains services are turned off and the water system is drained (other than those required to operate any sprinkler system fire alarm system or intruder alarm system)
- (b) they are inspected thoroughly internally and externally at least once every 7 days and a record of such is kept and made available to **Us** upon request
- (c) any accumulations of combustible materials be removed during inspections
- (d) any accumulations of waste from any renovation work to be kept outside in skips and such skips be removed at least weekly from the site
- (e) they are secured against unlawful entry by closing all doors and windows and setting all security locking mechanisms and setting any alarm system in operation

4. Claims Conditions

The following conditions explain the actions and co-operation required by **You** regarding the handling of claims. No claim will be paid unless full and complete adherence to these conditions is maintained by **You**

You must

- (a) give immediate notice to **Us** of anything which may give rise to a claim being made against **You** or for which **You** intend to seek indemnity under this **Policy**
- (b) provide **Us** with such particulars as **We** may require in connection with such circumstances
- (c) forward to **Us** immediately on receipt every letter writ summons and process in connection with such circumstances
- (d) give all information and assistance required by **Us** in connection with such circumstances
- (e) neither make any admission of liability nor any offer promise or payment in connection with such circumstances without **Our** written consent
- (f) in respect of loss or **Damage** caused by theft or malicious persons give immediate notice to the police
- (g) use all due diligence to do and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the **Business** and to avoid or diminish loss

5. Administrative Conditions

- (a) Conditions 1, 2, 3, and 4, do not limit **Your** right to claim indemnity under Section 2A of this **Policy** subject to Special Condition (2) of Settlement of Claims in that section
- (b) **We** may at any time and at **Our** discretion waive **Our** rights under any of the GENERAL POLICY CONDITIONS but this will not waive or limit **Your** obligations or **Our** rights in respect of any other GENERAL POLICY CONDITIONS
- (c) Any claimant under this **Policy** shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**
- (d) **We** will be entitled at any time and at **Our** discretion to
- (i) take over and conduct in **Your** name the defence of or the settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against all other parties or persons
 - (ii) pay to **You** the limit of indemnity less any **Costs** incurred by **Us** or any lesser sums for which any claim or claims under Section 2 of this **Policy** can be settled and in that event **We** will not be under any further liability
 - (iii) cancel this **Policy** by sending fourteen days' notice by recorded delivery post to **You** at **Your** last address known to **Us** together with any appropriate refund of premium
- (e) Notwithstanding the provisions of condition 5.(d) (iii) if **We** agree to accept payment by instalments then in the event of any default in payment of any instalment by **You** the full outstanding balance will become payable immediately
If **You** then fail to pay such amount within seven days of **Our** notice to **You** of the default in payment **We** may cancel this **Policy** by seven days' notice in writing to **You**
- (f) Unless otherwise stated elsewhere in this **Policy** if at the time of any loss or **Damage** insured by Section 1 there is any other insurance effected by **You** or on **Your** behalf covering such loss **Our** liability hereunder will be limited to **Our** rateable proportion of such loss or **Damage**
Further in respect of items on **Buildings, Contents of Common Parts** and **Landlord's Contents** only (as defined and insured under Section 1A) if any such other insurance is subject to average (underinsurance) this **Policy** if not already subject to any condition of average will be subject to average in like manner
If any other insurance effected by **You** or on **Your** behalf covers any property insured by Section 1 but is subject to any provision wholly or partly excluding it from ranking concurrently with this **Policy** or from contributing rateably to the loss or **Damage** **Our** liability will be limited to such proportion of the loss or **Damage** as the sum insured bears to the value of the property
If in respect of any claim under Section 2 there is any other insurance or indemnity in **Your** favour in force relative to such claim or there would be but for the existence of this Section **Our** liability shall be limited. This limit shall be the amount in excess of that which would have been payable (but for the existence of this Section) in respect of such claim
- (g) On the happening of any loss or **Damage** in respect of which a claim is or may be made under Section 1 **We** and any person authorised by **Us** may
- (i) enter take or keep possession of the premises where such loss or **Damage** has occurred
 - (ii) take possession of or require to be delivered to them the insured property
 - (iii) deal with such property for all reasonable purposes and in any reasonable manner without thereby incurring any liability or diminishing any of **Our** rights under this Section

5. Survey

We may make arrangements to complete a survey or surveys of the **Premises** or of any other location(s) During the **Period of Insurance** and before the date agreed for any site survey **We** will provide insurance cover under the terms and conditions specified in the **Policy**

When a site survey is undertaken Risk Improvements may arise

If **You** have not completed any Risk Improvements advised to **You** within completion time scales agreed with **Us** or in **Our** opinion the risk (or any part thereof) is revealed post-survey to be unsatisfactory then **We** will have the right to review the **Policy** terms and conditions or to suspend or withdraw cover and **We** will advise **You** of any such revision

If **You** do not accept any revised terms or conditions of cover or premium **You** can cancel this **Policy** and will be entitled to a proportionate refund of premium provided that no claim has been made during the current **Period of Insurance**

If **We** suspend or withdraw cover then **You** will be entitled to a proportionate refund of premium

GENERAL POLICY EXCLUSION

(not applicable to Section 2A Employers Liability)

Electronic Date Recognition

This **Policy** shall not cover **Damage** or loss of **Gross Rentals** or liability or expenses directly or indirectly caused by consisting of or arising from or connected with the failure or inconsistency in performance or function of any equipment whether **Your** property or not and whether occurring before during or after the year 2000 where such equipment is affected by any failure

- A. correctly to recognise or establish any date as its true calendar date
- B. to recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules
- C. to recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules

but that this shall not exclude resultant **Damage** or loss of **Gross Rentals** or expenses not otherwise excluded which itself results from a Defined Contingency

For the purposes of this exclusion only Defined Contingency means **1.Fire 2.Explosion 3.Aircraft 5.Riot and Malicious Damage 7.Earthquake 8.Subterranean Fire 10.Storm and Flood 11.Escape of Water 13.Impact 14.Sprinkler Leakage 15.Theft**

LONG TERM UNDERTAKING

Only applicable if shown in the **Schedule** and does not apply to Terrorism

You undertake to offer at each renewal until the expiry date shown in the **Schedule** the insurance under this policy on the terms and conditions in force at the expiry of each **Period of Insurance** and to pay the premiums annually in advance it being understood that

- (a) **We** shall be under no obligation to accept an offer made in accordance with the said undertaking
- (b) the sums insured or limits of indemnity or liability may be reduced at any time to correspond with any reduction in value or business
- (c) if **You** do not offer at each renewal the insurance to **Us** in accordance with this undertaking **You** shall remit to **Us** 20% of the renewal premium(s) that would have been payable by **You** which **You** agree represents a fair valuation of **Our** loss of expectation for that period

This undertaking applies to any **Policy(s)** which may be issued by **Us** in substitution for this **Policy**

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