



BUSINESS POLICY  
(IRELAND)

COMPREHENSIVE  
PROPERTY  
PROTECTION

"ALL RISKS" – WARRANTY FREE 2018 v1

[aspen-insurance.com](http://aspen-insurance.com)

# A GUIDE TO THE INSURANCE COVER YOU HAVE CHOSEN

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Important information regarding the cover <b>You</b> have chosen and the premium and taxation due is shown in the <b>Schedule</b> . This document the <b>Schedule</b> and any endorsements shall read as one. Any wording will have the same meaning wherever it may appear	



## 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 regards 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 loss which actually occurred in the circumstances in which it occurred

### 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](http://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.

### THIRD PARTY RIGHTS

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### 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/](http://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**

#### **Book Debts**

The total amount of outstanding debit balances declared at the beginning of the **Period of Insurance** or subsequently advised adjusted for

- (a) bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of **Damage**) to customers' accounts in the period between the date to which the said last statement relates and the date of the **Damage**
- (c) any abnormal condition of trade which had or could have had a material effect on the **Business** so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of **Damage**

#### **Buildings**

The **Buildings** at the **Premises** including

- (a) landlord's fixtures and fittings
- (b) tenant's improvements but only to the extent of **Your** responsibility
- (c) outbuildings yards forecourts terraces and car parks
- (d) roads pavements and street furniture but only to the extent of **Your** responsibility
- (e) walls gates fences canopies and fixed signs
- (f) foundations
- (g) piping ducting cables wires and associated equipment on the **Premises** and extending to the public mains but only to the extent of **Your** responsibility

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

- (a) yard forecourt and car park
- (b) shed lean-to greenhouse open sided or open ended structure
- (c) part of the **Premises** which is not securely locked and fastened when closed for **Business** or left unattended
- (d) **Buildings** empty or not in use

#### **Business**

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

#### **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**

All property at the **Premises** except **Buildings and Stock** which belongs to **You** or for which **You** are responsible

including

- (a) fixtures fittings 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 yards and spaces adjoining and used in connection with the **Premises**
- (d) patterns models moulds plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement
- (e) **Electronic Data** processing media
- (f) 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 and so far as the same are not otherwise insured
- (g) directors' employees' and visitors' personal effects whilst on **Your Premises**  
The term personal effects includes but not limited to tools instruments and pedal cycles

#### **Damage**

Accidental loss or destruction of or **Damage** to the property insured

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

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)

#### **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

#### **Defined Peril**

Fire lightning explosion aircraft or other devices or articles dropped from aircraft riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water sprinkler leakage impact by any road vehicle or animal

#### **Electronic Data**

Data of any sort whatsoever including without limitation and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

#### **Endorsement**

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

#### **Estimated Gross Profit**

The amount declared by **You** as representing the anticipated **Gross Profit** which will be earned during the financial year most nearly concurrent with the relevant **Period of Insurance** (proportionately adjusted where the Indemnity Period exceeds 12 months)

#### **Estimated Revenue**

The amount declared by **You** as representing the anticipated **Revenue** which will be earned during the financial year most nearly concurrent with the relevant **Period of Insurance** (proportionately adjusted where the Indemnity Period exceeds 12 months)

#### **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 In Transit**

Property whilst in **Ireland** or the **United Kingdom** belonging to **You** or for which **You** are responsible pertaining to the **Business** whilst in transit from the time it is lifted until it's unloading at the destination including

(a) loading and unloading

(b) the use of recognised roll-on/off ferries provided no unloading or reloading of the vehicle is involved

(c) whilst temporarily housed on or off the vehicle in the course of carriage but excluding any installation erection or testing

#### **Gross Profit**

The amount by which

(a) the sum of the **Turnover** and the amount of the closing **Stock** and closing work in progress exceeds

(b) the sum of the amount of the opening **Stock** and opening work in progress and the amount of the

#### **Specified Working Expenses**

The amounts of the opening and closing **Stocks** will be arrived at in accordance with **Your** normal accountancy methods due provision being made for depreciation

#### **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**

#### **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

#### **Non-Negotiable Money**

**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

#### **Period of Insurance**

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

#### **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) any outbreak of legionella.

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

#### **Premises**

The **Premises** which **You** use for **Your Business** and as detailed in the **Schedule**

#### **Rate of Gross Profit**

The **Rate of Gross Profit** earned on the **Turnover** during the financial year immediately before the date of the **Incident** after account has been taken of the trends of the **Business** and variations or other circumstances affecting the **Business**

#### **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 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**

#### **Revenue**

The **Money** paid or payable to **You** in respect of work done and services rendered in the course of the **Business** at the **Premises**

#### **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

#### **Specified Working Expenses**

- (a) Purchases (less discounts received)
  - (b) Discounts allowed
  - (c) Carriage Packaging and Freight
  - (d) Bad Debts
- or as varied in the **Schedule**

#### **Standard Revenue**

The **Revenue** which would have been earned during the Indemnity Period had the **Incident** not occurred after account has been taken of the trends of the **Business** and variations or other circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred

#### **Standard Turnover**

The **Turnover** which would have been earned during the Indemnity Period had the **Incident** not occurred after account has been taken of the trends of the **Business** and variations or other circumstances affecting the **Business** either before or after the **Incident** or which would have affected the **Business** had the **Incident** not occurred

#### **Stock**



**Your Stock** and materials in trade and work in progress including items

- (a) belonging to **Your** customers purchased but not delivered
- (b) temporarily in **Your** custody for alteration renovation or repair or otherwise held in trust or on commission unless they are more specifically insured

**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**

**Turnover**

The **Money** paid or payable to **You** in respect of goods sold and delivered work done and for services rendered in the course of the **Business** at the **Premises**

**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

## 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 – 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 2 – 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 **Consequential Loss**

### SECTION 3 – MONEY

**Damage to Money** when **We** will pay the value of the **Money** at the time of the **Damage**

### SECTION 4 – GOODS IN TRANSIT

**Damage to Goods In Transit** when **We** will pay for the value of the **Goods In Transit** at the time of the **Damage** or at **Our** option reinstate or replace the **Goods In Transit** or any part of them

It is provided that

- (a) 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**
- (b) in respect of the insurance under Section 2 - at the time of the **Damage** there shall be in force an insurance covering **Your** interest in the property at the **Premises** against such **Damage** and that
  - (i) payment shall have been made or liability admitted therefor or
  - (ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

## POLICY EXCLUSIONS

This **Policy** does not cover

1. the amount of any **Deductible**
  2. property more specifically insured elsewhere
  3. **Damage** or **Consequential Loss** caused by
    - (a) (i) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration change in water table level wear and tear or frost
    - (ii) explosion as a result of the bursting
      - (a) in respect of Section 1 of a boiler (not used for domestic purposes only) other vessel machine or apparatus
      - (b) in respect of Section 2 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
    - (iii) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds but this shall not exclude subsequent **Damage** or **Consequential Loss** which itself results from a cause not otherwise excluded
  - (b) (i) collapse or cracking of **Buildings**
  - (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 but this shall not exclude such **Damage** or **Consequential Loss** if resulting from a cause which is not otherwise excluded
  - (c) (i) theft or any attempted theft of **Contents** (other than office **Contents**) and **Stock** which does not involve
    - (a) entry to or exit from **Buildings** by forcible and violent means or
    - (b) actual or threatened assault or violence on the **Premises**
  - (ii) acts of fraud or dishonesty by any of **Your** employees
  - (iii) disappearance unexplained or inventory shortage misfiling or misplacing of information
  - (iv) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage and or the failure of welds or boilers
  - (v) mechanical or electrical breakdown and/or derangement of machinery or equipment
  - (vi) in respect of Section 2 only **Consequential Loss** resulting from **Damage** caused by the deliberate act of a supply authority in withholding the supply of water gas electricity fuel or telecommunication services  
but this shall not exclude
    - (a) such **Damage** or **Consequential Loss** if resulting from a cause
    - (b) subsequent **Damage** resulting from an ensuing cause which is not otherwise excluded
- (d) subsidence or ground heave of any part of the site on which the property stands or landslip in respect of
  - (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) **Damage** resulting from the settlement or movement of made-up ground
  - (iii) **Damage** resulting from coastal or river erosion
  - (iv) **Damage** resulting from destruction or **Damage** which originated prior to the inception of this cover
  - (v) **Damage** resulting from
    - (a) demolition construction structural alteration or repair of any property or
    - (b) groundworks or excavation at the same **Premises**
- (e) normal settlement or bedding down of structures
- (f) wind rain hail sleet snow flood or dust to moveable property in the open or fences and gates
4. **Damage** to
  - (a) property as a result of its undergoing any process
  - (b) **Money** (except as insured by Section 3 of the **Policy**) (c) **Goods In Transit** (except as insured by Section 4

- of the **Policy**) or any resulting **Consequential Loss**
5. in respect of Section 2 only losses resulting from erasure or distortion of information on computer systems or other records
- (a) due to a deliberate act of misuse or contamination of any computer system including programmes and data executed through accessing the system
  - (b) due to the presence of a magnetic flux
6. unless such items are specifically mentioned as insured **Damage** to
- (a) vehicles licensed for road use (including accessories thereon) railway locomotives and/or rolling **Stock** watercraft or aircraft
  - (b) caravans or trailers whilst away from the **Premises**
  - (c) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than work at **Your Premises** with a contract value of less than EUR 300,000
  - (d) land and excavations
  - (e) livestock growing crops or trees other than by fire lightning aircraft or explosion
  - (f) jewellery watches precious stones precious metals bullion furs curiosities works of art or rare books or any resulting **Consequential Loss**
7. **Damage** or **Consequential Loss**
- (a) caused by freezing escape of water from any tank apparatus or pipe
  - (b) caused (other than by fire or explosion) by theft attempted theft or malicious persons not acting on behalf of or in connection with any political organisation in respect of any **Buildings** empty or not in use
8. **Damage** or **Consequential Loss** 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
- 9 (a) in respect of Sections 1 and 4 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 a **Defined Peril**
  - (ii) a **Defined Peril** which results from **Pollution**
- (b) in respect of Section 2 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 a **Defined Peril**
  - (ii) a **Defined Peril** which results from **Pollution**
10. **Damage** or **Consequential Loss** 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
- 11 **Damage** or **Consequential Loss** in Northern **Ireland** occasioned by or happening through or in consequence directly or indirectly of civil commotion

12. **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**

13. 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 **Computer Virus** 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**

14. **Damage** or **Consequential Loss** 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 **Consequential Loss** not otherwise excluded which itself results from theft or a **Defined Peril**

## SECTION 1 – MATERIAL DAMAGE

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

### SETTLEMENT OF CLAIMS

#### **Buildings and 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
  
2. **You** have provided the Declared Value (shown in brackets on 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) professional 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. The most **We** will pay is 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*
- (6) For the purpose of determining where necessary the heading under which any property is insured it is agreed to accept the designation under which such property has been entered in **Your** books

#### **Stock**

**We** will pay the value of the **Stock** at the time of the **Damage** or at **Our** option reinstate or replace such **Stock** or any part of it provided that the most **We** will pay for will not exceed the sum insured stated in the *Schedule*

**Property at Exhibitions**

**We** will pay the value of exhibits at the time of **Damage** including the stand its furnishings and equipment belonging to **You** or for which **You** are or deem Yourselves responsible whilst such property is at any exhibition or in transit to or from any exhibition including loading temporary housing en route and unloading all within **Ireland** or the **United Kingdom**. The most **We** will pay is the sum insured stated in the **Schedule**

# SECTION 1 – MATERIAL DAMAGE

## EXTENSIONS

### 1. Additional 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 interests in **Buildings Contents** and **Stock** damaged are to be declare to **Us**

### 2. 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**

### 3. Capital Additions

The insurance by this Section includes

- (a) any newly acquired **Buildings** or **Contents** in **Ireland** or the **United Kingdom** provided the same are not otherwise insured and
- (b) alterations additions and improvements to **Buildings** or **Contents** but not in respect of any appreciation in value during the current **Period of Insurance** at any of the **Premises** insured provided that
  - (i) at any one situation this cover will not exceed 10% of the total sum insured on such property or EUR 3,000,000 whichever is the less
  - (ii) **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
  - (iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under ii) above

### 4. Contracting Purchasers

In the event that **You** have contracted to sell the interest in the **Buildings** the contracting purchaser who completes the purchase will 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

### 5. Contract Price

**Our** liability shall be based on the contract price in respect of goods sold but not delivered for which **You** are responsible and which are subject to a sale contract which following **Damage** is cancelled by reason of its conditions

### 6. Debris Removal

Unless specifically insured by this Section items relating to **Buildings Contents** and **Stock** extend to include reasonable costs and expenses necessarily incurred by **You** with **Our** consent in

- (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 this Section

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

### 7. Drains Sewers and Gutters

In the event of **Damage** **We** will pay for costs and expenses necessarily and reasonably incurred by **You** with **Our** consent in cleaning drains sewers and gutters of the property insured or for which **You** are responsible  
The most **We** will pay following **Damage** including such costs is the sum insured by the relative item stated in the **Schedule**



8. **Electronic Data Processing Media Valuation**

Should **Electronic Data** processing media insured by this **Policy** suffer **Damage**, then the basis of valuation will 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 will 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

9. **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** provided that the most **We** will pay in respect of any one claim shall not exceed EUR 100,000 unless otherwise stated in the **Schedule**

10. **Fire Extinguishing Expenses and Alarm Resetting Expenses**

**We** will pay for costs and expenses necessarily and reasonably incurred by **You** in

- (a) recharging replenishing or replacing fire extinguishing appliances
- (b) recharging of gas extinguishing installations
- (c) refilling sprinkler tanks where costs are metered
- (d) replacing sprinkler heads in automatic sprinkler installations
- (e) resetting fire and intruder alarms and closed circuit television systems

as a result of **Damage** to property insured caused by fire at the **Premises**

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

11. **Landscaped Gardens**

**We** will pay for costs and expenses necessarily and reasonably incurred by **You** in restoring any **Damage** done to landscaping at the **Premises** caused by the emergency services in entering the **Premises** as a result of any **Damage** to the property insured

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

12. **Lock Replacement**

**We** will pay costs incurred as a result of necessary replacement of locks following the loss of keys 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 on the **Premises** overnight unless the **Premises** are in normal occupation 24 hours a day

13. **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

14. **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

15. **Payments on Account**

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

#### 16. Professional Fees

Unless specifically insured by this Section the sums insured on **Buildings** and **Contents** 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**

#### 17. Property at Other Premises

The insurance by this Section extends to include such property whilst in or at the **Premises** of another for temporary purposes including whilst in transit by road rail or inland waterway and temporary housing en route to and from such **Premises** all in **Ireland** or the **United Kingdom**

#### 18. Public Authorities

Where following **Damage We** pay for the reinstatement of **Buildings** and/or **Contents** allowance will be made in the settlement of claims for costs incurred by **You** solely to comply with 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 property entirely undamaged by any cause 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 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 is reduced by the application of any of the provisions of this **Policy** then **Our** liability under this Extension will be reduced in like proportion
- (3) the total amount recoverable under this **Policy** will not exceed
  - (i) in respect of undamaged portions of property other than foundations 15% 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 will apply as if they had been incorporated herein

#### 19. 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

#### 20. 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

#### 21. Tenants

If **Your Premises** are occupied by **Your** tenants or co-tenants this Section will not be prejudiced by any act or omission or default by them provided **You** shall immediately on becoming aware thereof give **Us** notice in writing

**22. 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

**23. 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

### 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. 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

### 3. Security Requirements

- (a) Any intruder alarm system 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) Any other additional protection required by **Us** must be fitted in accordance with its requirement and together with all other devices for the protection of the property must be kept in good order and put into full effective operation when the **Premises** are closed for **Business** to customers or callers or are unattended
- (c) All keys including duplicate keys relative to the security of the **Premises** must be removed from the secured **Premises** when closed for **Business** or left unattended
- (d) **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

### 4. 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 2 – BUSINESS INTERRUPTION

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

### SETTLEMENT OF CLAIMS

The *Schedule* will indicate which Basis of Cover is in force

#### 1. Basis of Cover – Gross Profit

In the event of *Consequential Loss We* will pay for loss of *Gross Profit* due to

##### (a) Reduction in *Turnover*

the sum produced by applying the *Rate of Gross Profit* to the amount by which the *Turnover* during the Indemnity Period falls short of the *Standard Turnover* in consequence of the *Incident*  
LESS any sum saved during the Indemnity Period in respect of the charges and expenses of the *Business* payable out of *Gross Profit* which may cease or be reduced in consequence of the *Incident*

##### (b) Increase in Cost of Working

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

#### SPECIAL CONDITIONS

(1) Indemnity Period means the period beginning with the occurrence of the *Incident* and ending not later than the

number of months shown in the *Schedule* as the Maximum Indemnity Period

(2) The most *We* will pay in respect of any one claim is 133.33% of the *Estimated Gross Profit* as stated in the *Schedule* subject to any limits stated otherwise in this Section

#### 2. Basis of Cover – Advance *Gross Profit*

In the event of *Consequential Loss We* will settle claims in accordance with Basis of Cover – *Gross Profit* except that SPECIAL CONDITION (1) shall read as follows

(1) Indemnity Period means the period beginning with the date upon which but for the *Incident Turnover* would have commenced to be earned and ending not later than the number of months shown in the *Schedule* as the Maximum Indemnity Period

#### 3. Basis of Cover – Revenue

In the event of *Consequential Loss We* will pay for

##### (a) Reduction in *Revenue*

the amount by which the *Revenue* during the Indemnity Period in consequence of the *Incident* falls short of the *Standard Revenue*

LESS any sum saved during the Indemnity Period in respect of the charges and expenses of the *Business* payable out of *Revenue* as may cease or be reduced in consequence of the *Incident*

##### (b) Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in *Revenue* which but for that expenditure would have taken place during the Indemnity Period in consequence of the *Incident* but not exceeding the total amount of reduction in *Revenue* avoided by such expenditure

#### SPECIAL CONDITIONS

(1) Indemnity Period means the period beginning with the occurrence of the *Incident* and ending not later than the number of months shown in the *Schedule* as the Maximum Indemnity Period

(2) The most *We* will pay in respect of any one claim is 133.33% of the *Estimated Revenue* as stated in the *Schedule* subject to any limits stated otherwise in this Section

#### 4. Basis of Cover – *Advance Revenue*

In the event of **Consequential Loss We** will settle claims in accordance with Basis of Cover – *Revenue* except that SPECIAL CONDITION (1) shall read as follows

- (1) Indemnity Period means the period beginning with the date upon which but for the **Incident Revenue** would have commenced to be earned and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period

#### 5. Basis of Cover – Additional Increase in Cost of Working

In the event of **Consequential Loss We** will pay for additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **Gross Profit/Revenue** during the Indemnity Period in consequence of the **Incident** beyond that amount recoverable under paragraph (b) Increase in Cost of Working of Basis of Cover – **Gross Profit** or Basis of Cover – **Revenue**

##### SPECIAL CONDITIONS

- (1) Indemnity Period means the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period
- (2) The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

#### 6. Basis of Cover – Increase in Cost of Working Only

In the event of **Consequential Loss We** will pay for the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing any interruption or interference with the **Business** during

the Indemnity Period in consequence of the **Incident** but not exceeding

- (a) 50% of the sum insured shown in the **Schedule** for such additional expenditure arising in the first 3 months following the date of the **Incident**
- (b) 15% of the sum insured shown in the **Schedule** for such additional expenditure incurred in any one month after the first 3 month period has elapsed

##### SPECIAL CONDITIONS

- (1) Indemnity Period means the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period
- (2) The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

#### 7. Basis of Cover – *Gross Rentals*

In the event of **Consequential Loss 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 **Incident** 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 **Incident**
- (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 **Incident**

##### SPECIAL CONDITIONS

- (1) Indemnity Period means
  - (a) for occupied **Premises**  
the period beginning with the occurrence of the **Incident** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period
  - (b) for unoccupied **Premises**  
the period beginning with the date upon which but for the **Incident Gross Rentals**

would have begun to be payable to **You** and ending not later than the number of months shown in the **Schedule** as the Maximum Indemnity Period

- (2) 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**

#### **8. Basis of Cover – Book Debts**

In the event of **Damage We** will pay in respect of loss of **Book Debts**

- (a) the difference between
- (i) outstanding debit balances and
  - (ii) the total of amounts received or traced in respect thereof
- (b) the additional expenditure incurred with **Our** previous consent in tracing establishing and collecting customers' debit balances after the **Damage**
- (c) interest charges on any loan to offset impaired collections pending repayment of such sums
- (d) the amount of expense which is reasonably incurred in re-establishing records of accounts receivable and all other records accounts documents statements reports working papers plans designs manuscripts **Business** books computer systems records and the like

The most **We** will pay in respect of any one claim is the sum insured stated in the **Schedule**

#### **Extension of Premises**

**Book Debts** cover is extended to apply to such books of account **Business** books or records whilst at any of **Your** offices and any data processing bureau any other **Premises** used for storage or in transit within **Ireland** or the **United Kingdom**

## SECTION 2 – BUSINESS INTERRUPTION

### EXTENSIONS

#### 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 Trading

If during the Indemnity Period goods are sold or services are rendered elsewhere than at the **Premises** for the benefit of the **Business** either by **You** or by others on **Your** behalf the **Money** paid or payable in respect of such sales or services will be brought into account in arriving at the **Gross Profit / Revenue** during the Indemnity Period

If following an **Incident** **You** hold a salvage sale any **Gross Profit / Revenue** obtained will be taken into account in settlement of any claim in respect of that **Incident**

#### 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. Departmental Clause

If the **Business** is conducted in departments for which the independent trading results of which are ascertainable the provisions of paragraphs a and b of the Basis of Cover for **Gross Profit** shall apply separately to each department affected by the **Incident**

#### 5. Payments on Account

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

#### 6. 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

The following OPTIONAL EXTENSIONS only apply if shown as operative in the **Schedule**

#### 7. Extension of Premises

**Consequential Loss** at the undernoted situations (if shown as operative in the **Schedule**) will be deemed to be **Consequential Loss** resulting from **Damage** to property used by **You** at the **Premises** provided that after the application of all provisions of the Section the most **We** will pay in respect of any one **Incident** is the limit stated in the **Schedule**

##### (a) Contract Sites

Any situation in **Ireland** or the **United Kingdom** not in **Your** occupation where **You** are carrying out a contract

##### (b) Customers

(i) Specified – the **Premises** of the customers stated in the **Schedule**

(ii) Unspecified – the **Premises** of any of **Your** customers situate in **Ireland** or the **United Kingdom**

##### (c) Prevention of Access

Property in the vicinity of the **Premises** **Damage** to which prevents or hinders the use of the **Premises** or access thereto whether the **Premises** or property belonging to **You** is damaged or not

##### (d) Public Utilities

Property at any of the following undertakings or suppliers (including the connecting underground cables and pipes up to the supply feed at the **Premises**)

(i) generating station or substation of the public electricity supply undertaking

(ii) land based **Premises** of the public gas supply or any linked natural gas producer

(iii) water works or pumping station of the public water supply undertaking



(iv) land based **Premises** of the public telecommunications undertaking from which **You** obtain electricity gas water or telecommunications services all within **Ireland** or the **United Kingdom**

**We** will not be liable for any **Consequential Loss** resulting from the first 24 consecutive hours of any one **Incident**

(e) Storage Sites and Transit

**Premises** in **Ireland** or the **United Kingdom** not in **Your** occupation but where **Your** property is stored including whilst in transit thereto and therefrom by road rail or inland waterway but excluding **Consequential Loss** in so far as it relates to impact to the conveying vehicle

(f) Suppliers

(i) Specified – the **Premises** of the suppliers stated in the **Schedule**

(ii) Unspecified – the **Premises** of any of **Your** suppliers manufacturers or processors of components goods or materials situate in **Ireland** or the **United Kingdom** but excluding the **Premises** of any public supply undertaking from which **You** obtain electricity gas water or telecommunications services

## 8. Infectious Diseases

The insurance by this Section subject to the SPECIAL CONDITIONS and EXCLUSIONS set out below extend to include **Consequential Loss** in consequence of

- (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
  - (iii) any occurrence of a Notifiable Disease within a radius of 25 miles of the **Premises**
- (b) the discovery of vermin or pests at the **Premises**
- (c) any event causing defects in the drains or other sanitary arrangements at the **Premises** which causes restrictions on the use of the **Premises** on the order or advice of the competent local authority
- (d) any occurrence of murder or suicide at the **Premises** and if the **Business** comprises/includes hotel or boarding house proprietors or nursing and residential home proprietors
- (e) the cancellation of bookings for accommodation at the **Premises** in consequence of the outbreak of a Notifiable Disease anywhere in **Ireland** or the **United Kingdom**

### 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 (VHF)
- 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) 8(d) and 8(e) 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
- (3) **Premises** means only those locations stated in the **Schedule**. If this **Policy** includes an extension which deems **Damage** at other locations to be an **Incident** such extensions will not apply to this extension

#### EXCLUSIONS

- (1) **We** will not be liable under this extension for loss arising from restrictions on the use of the **Premises** in consequence of an emergency notice or emergency prohibition order being served against **You** or the manager of the **Premises** in relation to a breach of the Food Safety Act 1990 General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modification or re-enactment thereof
- (2) **We** will not be liable under this extension for any costs incurred in the cleaning repair replacement recall or checking of property

#### SPECIAL CONDITIONS

- (1) **We** will only be liable for the loss arising at those **Premises** which are directly affected by the occurrence discovery or accident
- (2) **You** shall comply with all issues identified as Contraventions arising from a Food Premises Inspection Report within the timescales stated in such report
- (3) **You** shall notify **Us** immediately of any prohibition notice emergency prohibition notice or emergency prohibition order served against **You** or the manager of the **Premises** in relation to a breach of the Food Safety Act 1990 General Food Regulations 2004 or Food Hygiene Regulations 2006 including any modification or re-enactment thereof
- (4) **We** will not be liable under this Extension for more than the limit stated in the **Schedule** and ending not later than the Maximum Indemnity Period thereafter an outbreak of which the competent local authority has stipulated shall be notified to them

## SECTION 3 – MONEY

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

### SETTLEMENT OF CLAIMS

In the event of **Money** belonging to **You** or for which **You** are responsible suffering **Damage** **We** will pay the value of the **Money** at the time of the **Damage** but limited to the sum insured stated in the *Schedule* and provided that

- (a) **Damage** occurs within *Ireland* or the *United Kingdom*
- (b) if the office room or area in which the safe or strongroom containing **Money** is situated becomes unattended
  - (i) the safe or strongroom is securely locked and
  - (ii) all keys to the safe/strongroom are removed from the office room or area concerned or kept on **Your** person or with an authorised employee
- (c) **You** keep a complete account of **Money** in transit and on the *Premises* and deposit such record in a secure place other than a safe or strongroom containing **Money**

### SPECIAL CONDITIONS

- (1) Any **Money** (other than **Non-Negotiable Money**) being carried must be accompanied by at least the following number of able-bodied persons aged between 16 and 70 years

Below EUR 3,600	1 person
EUR 3,601 – EUR 7,200	2 persons
EUR 7,201 – EUR 12,000	3 persons
Over EUR 12,000	As agreed in writing by <b>Us</b>

- (2) **We** will also pay for
- (a) the cost of repair or replacement (whichever is the lower) for **Damage** to safes strongrooms security cases or other receptacles for **Money**
  - (b) additional charges made by computer bureaux for rerunning payroll and/or the additional costs of making up wage packets following **Damage**
- (3) **We** will not be liable for
- (a) loss from any unattended vehicle
  - (b) loss from any gaming or amusement machine unless specifically stated in the *Schedule*
  - (c) **Damage** arising from
    - (i) fraud or dishonesty of an employee not discovered within 14 days of the act
    - (ii) currency fluctuations depreciation in value or failure to honour the obligations of the issuer

### PERSONAL ASSAULT EXTENSION

If **You** or any employee between the ages of 16 and 70 sustain Bodily Injury by violent external and visible means during the course of **Your Business** and whilst handling **Money** arising from malicious attack or assault by any person committing robbery or attempt thereof during the **Period of Insurance** then **We** will pay **You** or **Your** legal personal representative the sum or sums set out in the following table of benefits

Table of Benefits	
1. Death	EUR 30,000
2. Total loss of a limb or limbs and/or total and irrecoverable loss of all sight of an eye or eyes	EUR 30,000
3. Permanent total inability to attend to any occupation or Business	EUR 30,000
4. Temporary total inability to attend to the usual occupation or Business	The normal weekly wage or salary not exceeding EUR 300 per week of inability

Provided always that

- (i) loss of limb means total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg
- (ii) the most **We** will pay under Benefit (4) is for 104 weeks in respect of any one assault
- (iii) benefit will only be payable provided death or loss occurs or disablement commences within twenty four months of the injury
- (iv) if while Benefit (4) is payable **We** are satisfied that the inability is permanent Benefit (3) will become payable instead of Benefit (4). **We** will not otherwise be liable to pay more than one Benefit in respect of the same assault
- (v) in no case will more than one Benefit be payable in respect of the same period of time
- (vi) no Benefit will be payable until the entire amount thereof has been ascertained and agreed

If **You** or any employee as a result of malicious attack or assault or attempt thereof as defined above sustains **Damage** to clothing or personal effects **We** will indemnify **You** to the extent of that **Damage**

## SECTION 4 – GOODS IN TRANSIT

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

### SETTLEMENT OF CLAIMS

**We** will pay for the value of the **Goods In Transit** at the time of **Damage** or at **Our** option reinstate or replace the **Goods In Transit** or any part of them provided that if at the time of the **Damage** the total value of the **Goods In Transit** in or upon any vehicle or in any package or consignment exceeds the relevant limit of liability in the *Schedule* then **You** will be considered as being **Your** own insurer for the difference and will bear a rateable share of the **Damage** accordingly

The most **We** will pay in respect of any one claim is the sum insured stated in the *Schedule*

### EXCLUSIONS

For Section 4 only the following additional exclusions apply

This Section does not cover **Damage**

1. to **Money**
2. due to delay loss of market faulty or inadequate packaging or addressing or other **Consequential Loss** of any kind
3. due to theft or attempted theft from any vehicle owned or operated by **You** or any unexplained shortage of **Goods In Transit** whilst the vehicle is left unattended by the driver and mate unless
  - (a) all windows doors and other means of access are fully closed fastened and where possible locked and all keys including the ignition and starting keys are removed from the vehicle to a place of safety
  - (b) whilst left between 2100 hours and 0600 hours the vehicle is parked inside
    - (i) a securely enclosed building or vehicle compound with an attendant continuously on duty or
    - (ii) a securely locked building of substantial construction all keys of which have been removed to a place of safety or
    - (iii) a securely enclosed and locked vehicle compound all keys of which have been removed to a place of safety
4. to **Goods In Transit** being carried in a controlled atmosphere or in refrigerated frozen chilled or insulated conditions due to loss of refrigerant or controlled atmosphere or variation in temperature unless caused directly by fire lightning storm or by a collision or accident involving the conveying vehicle
5. due to atmospheric or climatic conditions unless reasonable precautions have been taken to protect the **Goods In Transit** against such **Damage**

### EXTENSIONS

Where **Goods In Transit** are carried by vehicles owned or operated by **You We** will also pay for

- (a) additional expenses reasonably incurred in
  - (i) the transfer of **Goods In Transit** to another vehicle and the delivery to its place of despatch necessitated by fire collision or overturning of the carrying vehicle
  - (ii) the reloading onto the carrying vehicle of **Goods in Transit** which have fallen from such vehicle
  - (iii) the removal of debris and site clearance consequent upon **Damage** to the **Goods In Transit**
- (b) **Damage** to clothing or personal effects belonging to **You** or an employee resulting from an accident to the carrying vehicle
- (c) **Damage** to tarpaulins sheets ropes securing chains packing materials dunnage and toggles owned by **You** or in **Your** charge or control

# 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** of anything which materially affects the risk insured specifically anything which might increase the risk of loss or **Damage**
- (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. 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

## 4. Administrative Conditions

- (a) **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
- (b) 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**
- (c) **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 dDefined Pamages against all other parties or persons
  - (ii) 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
- (d) Notwithstanding the provisions of condition 4.(c) (ii) 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**

(e) Unless otherwise stated elsewhere in this **Policy** if at the time of any loss or **Damage** insured by Section 1 (excluding Personal Assault Extension under Section 3) 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** and **Stock** only (as defined and insured under Section 1) 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

(f) 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  
On the happening of any loss or **Damage** in respect of which a claim is or may be made **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 **Policy**

#### 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

## LONG TERM UNDERTAKING

Only applicable if shown in the **Schedule**

**You** undertake to offer at each renewal until the expiry date shown in the **Schedule** the insurance 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 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 the remaining period of this undertaking

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



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