RESIDENTIAL VACANT PROPERTY OWNERS

POLICY WORDING

INDEX

		Page
About us		3
Your Right to Cancel		3
Termination		3
Making a Claim		3
Making a Complaint		3
Applicable Compensation Schemes		5
How We Use Your Information		5
Introduction		7
General Definitions		9
General Conditions		13
General Exclusions		22
Section A	Material damage	25
Section B	Liability	35

IMPORTANT INFORMATION

ABOUT US

This contract of insurance is insured by Lloyd's Insurance Company S.A.

Thomond Underwriting acts as an agent of Lloyd's Insurance Company S.A. in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated within the **schedule**.

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be.
website address: www.lloyds.com/brussels
E-mail: enquiries.lloydsbrussels@lloyds.com

All enquiries regarding this insurance policy should be directed to:

Thomond Underwriting
63 Fitzwilliam Square
Dublin 2
D02 N938

YOUR RIGHT TO CANCEL

If this policy does not meet **your** requirements please return all documents and certificates to the broker who arranged the policy within fourteen days of receipt. Provided **you** have not made a claim **we** will return the premium in accordance with the General Condition 4 – Cooling Off Period and Cancellation.

TERMINATION

If **you** wish to terminate this policy at any other time, please contact Thomond Underwriting, 63 Fitzwilliam Square, Dublin 2, D02 N938. Provided **you** have not made a claim **we** will allow a refund of premium in accordance with the General Condition 4 – Cooling Off Period and Cancellation.

MAKING A CLAIM

If **you** need to make a claim, or **you** need to inform us of an incident or circumstance that may constitute a claim, in the first instance please contact **your** insurance broker who arranged the policy for **you**. **Your** insurance broker will be able to supply **you** with the relevant claim form and will inform **us**, and **we** will deal with **your** claim in a fair and impartial way and as quickly as possible.

MAKING A COMPLAINT

We are dedicated to providing **you** with a high quality service and **we** want to ensure that **we** maintain this at all times.

Any complaint should be addressed to:

Head of Complaints Management
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels
Belgium

Tel: +32 (0)2 227 39 40
E-mail: lloydseurope.complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made.

You will also be informed of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further.

You will be provided with an update on the progress of the investigation of **your** complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on **your** complaint should be provided to **you**, in writing, within 40 (forty) business days of the complaint being made.

Once the 40 (forty) business days have passed and the complaint has not been resolved, **you** will be advised of the expected timescale in which the complaint should be resolved.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO).

The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Ireland
Tel: +353 1 567 7000
E-mail: info@fspo.ie
website: www.fspo.ie

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

A 'business day' is any day not a Saturday, Sunday or public holiday or bank holiday declared in Belgium from time to time.

APPLICABLE COMPENSATION SCHEMES

The Insurance Compensation Fund in Ireland exists for the protection of consumers. In the event that an insurer is unable to pay a claim, compensation may be available from this Fund.

HOW WE USE YOUR INFORMATION

Data Privacy Notice

Your personal information notice.

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect our ability to provide the insurance cover from which **you** benefit and may prevent us from providing cover for **you** or handling **your** claims.

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

Other people's details **you** *provide to us.*

Where **you** provide us or **your** agent or broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

Please see: https://www.scor.com/en/cookies-privacy

Contacting us and **your** *rights*

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact us, or the agent or broker that arranged **your** insurance who will provide **you** with **our** contact details at:

Thomond Underwriting, 63 Fitzwilliam Square, Dublin 2, D02 N938

INTRODUCTION

Please read this **policy** together with the **schedule** and notify **us** immediately of any errors or omissions.

The **schedule** attached to this booklet provides details of the sections that are operative and the cover that has been agreed. If **you** have any doubts as to the cover that has been arranged on **your** behalf please speak in the first instance to the insurance broker who arranged the policy for **you**.

Wherever a particular meaning has been given to a word or expression in the General Definitions or the Definitions within the sections of the **policy**, the same meaning will attach to the word or expression whenever it appears in the **policy** or section respectively.

You acknowledge and accept the following:

(a) **You** have a legal duty prior to entering into the **policy** and/or prior to the renewal of the **policy** to provide responses to questions asked by **us** in relation to the risk(s) to be insured.

(b) A matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.

(c) **You** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.

(d) While **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on **your** behalf is provided honestly and with reasonable care.

We would draw **your** attention specifically to the General Exclusions section of the **policy** and the exclusions set out in each relevant section of the **policy**.

We would further draw **your** attention to General Condition 2 – – ("Material Misrepresentation") for the circumstances in which material misrepresentation by **you** prior to inception or renewal of the **policy** will vest certain rights in **us** to limit or terminate cover under the **policy**.

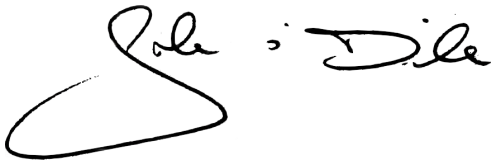
We also draw **your** attention to the General Condition 3 – ("Alteration") where a change in risk shall vest in **us** certain remedies, including allowing **us** to deny a claim or impose additional terms or conditions.

our continued acceptance by way of renewal of this **policy** is based on any changes from the original information presented being advised by **you** to **us** where specifically requested by **us** for renewal purposes and those changes being accepted by accepted by **us**.

If **you** are in any doubt about any of the above **you** should consult **your** insurance broker or advisor.

We will provide the insurance described in this **policy** subject to its terms and conditions for the **period of insurance** shown in the **schedule** and any subsequent period for which **you** shall pay and **we** shall agree to accept the premium.

Signed on behalf of the **insurers**



Thomond Underwriting Ltd
Acting on behalf of Lloyd's Insurance Company S.A.

GENERAL DEFINITIONS (applying to the whole of this policy. Any extra definitions are shown in the section to which they apply)

Buildings
The **buildings** at the **premises** shown in the **schedule** and including:

(a) fixtures and fittings in or on the building including fitted carpets

(b) furnishings and other contents of common parts of the **premises**

(c) **outbuildings**, extensions and annexes

(d) telephone, gas, water, sewage and electrical instruments, meters, piping, cabling

(e) concrete, paved or asphalt roads, yards, vehicle parks, pavements or paths for which **you** are legally responsible for

(f) outdoor tennis courts and swimming pools

(g) fixed glass, sanitaryware and signs

(h) walls, gates and fences

all **your** property or for which **you** are responsible

The business
Your business as described in the **schedule** including

a) the ownership, repair and maintenance and decoration of **your premises**

b) the provision and management of canteen, social, sports and welfare organisations for the benefit of any employee

c) fire, first aid, medical, ambulance and security services but excluding the provision of any first aid administered by a qualified medical practitioner or nurse

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

Damage
Direct physical loss destruction or damage.

Defined perils
Fire; lightning; explosion; aircraft or other aerial devices or articles dropped from them; riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves); earthquake; storm; flood; escape of water from any tank apparatus or pipe; impact by any road vehicle or animal or falling tree branches; theft; subsidence, landslip or heave; spontaneous combustion, fermentation or heating; breakage or collapse of television and radio aerials, satellite dishes, aerial fittings and masts excluding

damage to these items; leakage of fuel from any fixed oil heating installation; escape of water from an automatic sprinkler installation(s);

Electronic Data
Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Employee
(a) a person under a contract of service or apprenticeship with **you** or who is retired from full-time employment with **you** but who is still working for **you** as a consultant under **your** control or direction;

(b) a labour master or labour only sub-contractor or person supplied or employed by them;

(c) a self employed person;

(d) a person hired to or borrowed by **you** including but not limited to a person on secondment from another employer;

(e) a person under a work experience or training scheme;

(f) voluntary workers;

(g) a person supplied to **you** under a contract or agreement the terms of which deem such person to be in **your** employment;

whilst working under **your** direction and control in connection with the **business**.

Excess
In respect of Section A:
The first part of each and every loss which **you** agree to pay after the application of any under-insurance condition.

In respect of Section B::
The total amount inclusive of claimant's costs fees and expenses as stated in the **schedule** payable by **you** or any other person entitled to receive indemnity before **we** are liable to make any payment. It being agreed that if any payment made by **us** shall include this amount such amount shall be repaid to **us** forthwith.

Injury
Physical injury, death, illness and resultant mental injury, disease, mental anguish or nervous shock

The insured/you/your
The person(s), company or group of companies, or legal liability partnership stated in the **schedule** as The Insured.

The insurers/we/us/our
Lloyd's Insurance Company S.A.

Landlord's contents
Furniture, carpets (other than fitted carpets), furnishings and all other property owned by **you** or for which **you** are responsible within the **buildings** but excluding

(i) landlord's fixtures and fittings

(ii) contents in common parts of the **buildings**

(iii) computer and photographic equipment

(iv) jewellery, stamp, coin and other collections, articles of precious metal, clocks, watches, furs, works of art or paintings

(v) clothing, personal belongings and pedal cycles

(vi) stock and materials in trade

Offshore
Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Outbuildings
Any structure which does not incorporate permanent foundations below ground level and/or which is not capable of being properly secured

Period of insurance
The period shown in the **schedule** for which **we** accept payment of a premium.

Policy
This document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

Pollution
Discharge disposal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants.

The premises
The building(s) and land within the boundaries at the address (es) shown in the **schedule**.

Proposal
Any signed proposal form and declaration or any statement of fact, including in either case any and all information supplied to **us** by **you** or on **your** behalf in addition to or substitution thereof.

Product
Any property (including packaging, containers and labels) after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by **you** or on **your** behalf

Property
Material property but not including **electronic data**

Resident(s)
Any person authorised under the terms of the lease, tenancy agreement or rental agreement who lives in the **premises** used for residential purposes and any member of their family residing with them.

Schedule
The document titled schedule that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** of insurance and accepted by the **insured**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

Territorial limits
The Republic of Ireland.

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

Unoccupied
Any period of time during which **you** and/or **your** tenant are not inhabiting and/or trading from the **premises**.

LLOYD'S

GENERAL CONDITIONS (applying to the whole of this policy. Any extra conditions are shown in the section to which they apply)

OBSERVANCE OF TERMS

1. **You** must at all times observe the terms of this policy.

MATERIAL MISREPRESENTATION

2. **We** will have the rights set out below in circumstances of material misrepresentation by **you** or on **your** behalf in connection with this **policy**. For the purposes of this Condition the term "negligent misrepresentation" means a representation made without the reasonable care to be expected of an average consumer in the circumstances but which was not fraudulent. A fraudulent misrepresentation is a misrepresentation that is false or misleading in any material respect and which the insured either knows to be false or misleading or consciously disregards whether it is false or misleading.

   (a) Where a claim is made under the **policy** but an answer which was provided, or information which was volunteered, by **you** or on **your** behalf prior to commencement or renewal of the **policy** (as the case may be), involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

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

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

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

   (b) Where an answer which was provided, or information which was volunteered, by **you** or on **your** behalf prior to commencement or renewal of the **policy** (as the case may be) involves a negligent misrepresentation which is identified at a time prior to there being any claim under the **policy**, **we** may either:

   (i) give notice to **you** that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or

   (ii) terminate the **policy** by giving reasonable notice.

   (c) Where a claim is made under the **policy** but an answer which was provided, or information which was volunteered, by **you** or on **your** behalf prior to commencement or renewal of the **policy** (as the case may be) involves a fraudulent misrepresentation, or where any conduct by **you** (relative to the **policy** or the steps leading to its formation)

involves fraud of any other kind, **we** shall be entitled to avoid the **policy** from the date of commencement or renewal (as the case may be) without return of premium.

ALTERATION

3. This **policy** shall be terminated if, at any time after its commencement:

(a) the **business** is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or

(b) **Your** interest ceases other than by death or

(c) there has been a change in the subject matter of the **policy** or any section of the **policy** which results in a new risk which **we** did not agree to cover and which was beyond the reasonable contemplation of **us** and **you** when the policy was entered into including

(i) if the **premises** are not in a good state of repair

(ii) if any work is being carried out on the **premises** other than routine maintenance or decoration

(iii) any change in tenancy of the **premises** (other than in respect of residential properties which remain in the same type of residential use)

(iv) disposal or acquisition of **premises**

(v) if any building, demolition or excavation work is being carried out on an adjoining premises

(vi) or any other circumstances whereby the risk is increased

unless the continuance of the **policy** be admitted by **us**. In respect of 3(c) above, **we** agree not to terminate the **policy** provided that:

(i) the change in the subject matter as aforesaid is not of such a nature that if the change had occurred prior to the commencement on this **policy we** would not have entered into this **policy** on any terms.

(ii) **you** shall pay an appropriate additional premium if required by **us** with effect from the date of the change in the subject matter as aforesaid

(iii) **we** shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the change in the said subject matter.

COOLING OFF PERIOD AND CANCELLATION

4. ***Your Rights***

Within fourteen days of receipt of the policy documentation **you** may cancel this insurance by writing to the insurance intermediary who arranged the cover on **your** behalf or returning the policy direct to **us** at the address shown confirming such cancellation. Provided there have been no claims

and **you** know of no incidents which might lead to a claim **we** will refund **your** premium in full.

After this fourteen day period has elapsed **you** may cancel the policy by giving thirty days' written notice to the insurance intermediary who arranged the cover or by writing to **us** at Thomond Underwriting, 63 Fitzwilliam Square, Dublin 2, D02 N938 confirming such cancellation.

Provided there have been no claims **we** will refund a proportionate part of **your** premium subject to a minimum & deposit retained premium of €150.00 plus applicable levy.

Our Rights

We may cancel this insurance by sending thirty days notice of cancellation to **your** insurance intermediary whereupon **you** shall become entitled to a refund of a proportionate part of the premium. For cancellation following default in payment of premium the period of notice may be reduced to seven days.

Notice shall be deemed to be duly received in the course of the post if sent by pre-paid letter post and properly addressed.

REASONABLE PRECAUTIONS

5. **You** must:-
   (a) maintain the **premises**, machinery, plant and equipment in a good state of repair
   (b) take all reasonable precautions for the safety of the property insured
   (c) take all reasonable precautions to prevent **damage**, accident or **injury**
   (d) comply with all statutory requirements and other safety regulations imposed by any authority
   (e) exercise care in the selection and supervision of **employees**
   (f) take immediate steps to remedy any defect or danger that becomes apparent and take such additional precautions as individual circumstances require, whether of a temporary or permanent nature.

CHOICE OF LAW AND JURISDICTION

6. The laws of the Republic of Ireland shall be the law under which all disputes and/or conflicts under this insurance shall be governed and the courts of the Republic of Ireland shall have exclusive jurisdiction over any matter relating to this insurance.

CLAIMS CONDITIONS

7. (a) **You** must:
      (i) advise **us** in writing as soon as practicable of any **damage**, accident or injury, irrespective of any **excess**.
      (ii) notify An Garda Síochána as soon as practicable of **damage** caused by thieves or malicious persons or of any loss of money whatsoever

(iii) do and permit to be done all things reasonably practicable to minimise the **damage** or to minimise or check any interruption of the business or to avoid or diminish the loss

(iv) as soon as practicable forward to **us** unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against **you** by any third party or notice of any impending prosecution, inquest or Fatal Accident Inquiry, irrespective of any **excess**.

(v) at **your** expense, submit to **us** in writing full details of the claim together with any evidence and information including books of account or other business books or documents or such other proofs that **we** may reasonably require for the purpose of investigating or verifying the claim and (if demanded) a statutory declaration of the truth of the claim and any matter connected with it. This written confirmation is to be sent to **us** within:

- seven days of the occurrence in the case of **damage** caused by theft or attempted theft, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or by malicious persons
- thirty days of any other occurrence

(vi) not negotiate, pay, settle, admit or repudiate any claim without **our** written consent

(b) **We** shall be entitled:

(i) following any **damage** in respect of which a claim is made to enter, take or keep possession of the **premises** where such **damage** has occurred and to take possession of, or require to be delivered to **us**, any property insured and deal with such property for all reasonable purposes and in a reasonable manner. Such steps as are taken pursuant to this Claims Condition 7(b) (i) shall be taken without prejudice to any rights which may have accrued to **us** prior to that date nor shall such steps be deemed to be confirmation that the **policy** responds to any claim. However, property may not be abandoned to **us** whether **we** have taken possession of the property or not

(ii) at **our** discretion to take over and conduct in **your** name the defence or settlement of any claim and to prosecute at **our** expense and for **our** own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this **policy** and **you** shall give all information and assistance required at no cost to **us**

(iii) at any time to pay the Limit of Indemnity, the Limit of Liability or the sum insured (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be

under no further liability except for payment of costs or expenses incurred prior to the date of payment.

(c) If **you** or anyone acting on **your** behalf fails to comply with **our** requirements set out in Condition 7(a) or shall hinder or obstruct **us** in taking steps pursuant to Condition 7(b) then all benefit under this insurance shall be forfeited.

(d) If **we** so request, any claimant under this policy shall at **our** expense do or permit to be done anything **we** may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which **we** are or may become entitled, whether these actions are required before or after **we** agree to indemnity under this policy.

(e) Mediation and Arbitration:
Any dispute arising under this **policy** between **you** or other insured parties and **us** regarding **our** liability in respect of a claim or the amount to be paid, that cannot be resolved between the parties through dialogue and conciliation, shall in the first instance be referred to mediation for resolution.

The parties will agree upon the appointment of a mediator within 14 working days of receipt of a written notice being served upon one party by the other requesting such an agreement. If a mediator is not agreed upon, then either party may apply to the Centre for Effective Dispute Resolution (CEDR Ireland or CEDR) for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator. The reference, conduct and any settlement of the dispute at mediation shall be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved, unless the nature of the dispute prevents continued performance of those obligations.

If the dispute cannot be resolved within six months of the appointment of a mediator, or both parties agree to mediation not being an appropriate forum to resolve the dispute, then the dispute shall be referred to arbitration by a single arbitrator to be appointed jointly by the parties, or in default of agreement, to be appointed by the President of the Incorporated Law Society of Ireland. Such appointment will be in accordance with the Arbitration Act 2010. The decision of such arbitrator shall be final and binding on both parties.

If the dispute is not referred to mediation and/or arbitration within 12 months of the dispute arising, then any claim to which the dispute relates shall be deemed to have been abandoned by **you** and shall not be recoverable thereafter.

(f) Under-Insurance:
If at the time of any **damage** the sum insured for any item(s) is less than the total value of the item(s), **you** shall be considered as being

your own insurer for the difference and shall bear a proportionate share of the loss accordingly.

(g) Contribution:
If at the time of any incident or circumstance which gives rise to a claim under this policy the **damage**, legal costs, expenses or liability is covered in whole or in part by any other insurance or would be otherwise insured but for the existence of this policy, **we** shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction **we** will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this **policy** would have been provided by such insurance.

INSURED'S OBLIGATIONS

8. **You** shall at all times in addition to **your** obligations set out in 6 above provide such information to and co-operate with **us** or **our** appointed agents to allow **us** to be able to comply with all obligations placed upon the **insured** pursuant to the provisions of the Personal Injuries Assessment Board Acts 2003 – 2019 and the Civil Liability and Courts Act 2004. All notices and communications received from the Personal Injuries Assessment Board (PIAB) as regards
   (a) the bringing of a claim by any party to PIAB;
   (b) the making of any assessment by PIAB; or
   (c) the **insured**'s further acceptance or rejection of the assessment must be immediately forwarded to **us**.

SUBJECTIVITIES

9. **You** must
   (i) provide **us** by the required date(s) with any additional information requested

   (ii) complete by the required date(s) any actions agreed between **you** and **us**

   (iii) allow **us** to complete any actions agreed between **you** and **us**.

   If required by **us**, **you** must allow **us** access to the **premises**, **your** contract sites, and/or the **business** to carry out survey(s) within 60 days of the inception or renewal date unless **we** agree otherwise in writing.

   Upon completion of these requirements (or if they are not completed by the required dates), **we** may, at **our** option:
   (i) modify **your** premium,

   (ii) issue a mid-term amendment to **your** policy or section terms and conditions

   (iii) require **you** to make alterations to the **premises** insured or to the **business** by the required date(s)

   (iv) exercise **our** right to cancel **your** policy

(v) leave the policy or section terms and conditions and **your** premium unaltered

We will contact **you** with **our** decision and where applicable specify the date(s) by which:

(i) any action(s) agreed must be completed by **you** and/or

(ii) any decision by **us** will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until **we** agree otherwise in writing. If **you** disagree with **our** requirements and/or decisions, **we** will consider **your** comments and where **we** consider appropriate, will continue to negotiate with **you** to resolve the matter to **your** and **our** satisfaction. In the event that the matter cannot be resolved

(i) **you** have the right to cancel this policy from a date agreed by **you** and **us** and providing no claims have been made **we** will refund a proportionate part of the premium paid for the unexpired period of cover.

(ii) **we** may at **our** option exercise **our** right under General Condition 4 - Cancellation.

The above condition does not affect **our** right to void the policy as specified in condition 2.

FINANCIAL OR TRADE SANCTIONS

10. **We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

FRAUD

11. a) If the **insured** makes a fraudulent claim under this insurance contract, the **insurer**:

i) is not liable to pay the claim; and
ii) may recover from the **insured** any sums paid by the **insurer** to the **insured** in respect of the claim; and
iii) may by notice to the **insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

b) If the **insurer** exercises its right under clause a) above:

i) The **insurer** shall not be liable to the **insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
ii) The **insurer** need not return any of the premiums paid.

<u>Fraudulent claims – group insurance</u>

c) If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the **insurer** may exercise the rights set out in clause a) above as if there were an individual insurance contract between the **insurer** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

UNOCCUPIED PREMISES CONDITION

12. **You** must ensure that whenever the **premises** is left **unoccupied you** must comply with the following:

(a) the gas supply must be turned off at the main

(b) the water supply must be turned off at the main and the water installation fully drained down unless

(i) for the period 1st October to 30th April the **premises** has low pressure hot water heating systems which are to remain on at a minimum temperature of 15 degrees C and

(ii) the mains services to the heating installation(s) are maintained in good condition and boilers are regularly serviced in full compliance with manufacturer's specifications and such service record kept and produced upon request

(c) the electricity supply must be turned off at the main except if it is necessary for essential circuits to be left on for

(i) intruder alarm systems

(ii) fire alarm systems

(iii) low pressure hot water heating systems

(iv) lighting for periodic security

and **You** must use a qualified electrician to ensure that

(1) the wiring to those parts is in safe and satisfactory condition

(2) non-essential circuits are isolated either by turning off at the main switch or by removal of fuses

(d) all letterboxes must be sealed to prevent any insertion

(e) all combustible contents must be removed from the **premises**

(f) the **premises** must be made secure to prevent unauthorised entry

(g) any fire or theft protection/detection equipment must be maintained in efficient working order

(h) the **premises** must be visited at least once a week by a responsible adult and a thorough inspection carried out with a written record of visits maintained and produced upon request

Cover will be limited to Fire, Lightning, Explosion and Aircraft cover only.

We will not pay in respect of any **damage** caused by renovation or building work.

INSURANCE ACT 1936

13. In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become, or may become, due and payable by **us** under this **policy** shall be payable and paid in the Republic of Ireland.

STAMP DUTY

14. Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions entered into with them under Section 5 of the Stamp Duties Consolidation Act 1999

GENERAL EXCLUSIONS(The following exclusions apply to the whole of this **policy**. Each section will also have additional exclusion)

1 RADIOACTIVE CONTAMINATION AND NUCLEAR ASSEMBLIES

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;

2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-

   (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

   (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 SONIC BANGS

We will not pay for **damage** directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 WAR & SIMILAR RISKS

(a) **We** will not pay for **damage** or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.

(b) **We** will not also not pay for **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 3 (a) above.

4 CYBER AND DATA

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

i. the use of or inability to use any application, software, or programme;
ii. any computer virus;
iii. any computer related hoax relating to i and/or ii above.

(b) Electronic data

loss, damage, cost, expense or liability for damage to any **electronic data** wherever it is stored.

Employers and property owners' liability
In respect of the employers and property owners' liability sections of this **policy** (where applicable) paragraph (a) above shall not apply in respect of liability for

(i) any ensuing third party **injury**

(ii) any ensuing physical damage to third party property;

(iii) any ensuing **injury** to an **employee**;

5 TERRORISM

We will not pay for liability, **damage**, cost or expense of whatsoever nature occasioned by or happening through or in consequence directly or indirectly of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

We will also not pay for liability, **damage**, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of **terrorism**.

In any action suit or other proceedings where **we** allege that by reason of this definition any **damage** is not covered by this insurance (or is covered only up to a specified limit of liability) the burden of proving that such **damage** is covered (or is covered beyond a specified limit of liability) shall be upon **you**.

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

6 INFECTIOUS OR CONTAGIOUS DISEASE

Not applicable to Section B – Sub-Section 1 - Employers Liability

We will not pay for any loss, damage, liability, cost or expense, in any way caused by or resulting from:

(a) infectious or contagious disease;
(b) any fear or threat of a) above; or
(c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

7 MICRO-ORGANISM

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an

actual threat to human health.

This exclusion applies regardless whether there is:
(i) Any physical loss or damage to the **premises**
(ii) Any insured peril or cause, whether or not contributing concurrently or in any sequence
(iii) Any one loss, occupancy or functionality
(iv) Any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation or steps taken to address medical or legal concerns

8 NUCLEAR, BIOLOGICAL AND CHEMICAL CONTAMINATION
We will not pay for:

(i) loss or destruction of or damage to any property or any resulting loss or expense or any loss of use or any legal liability directly or indirectly caused by or arising from;
(ii) any legal liability of whatsoever nature;
(iii) death or injury to any person;

directly or indirectly caused by or contributed to by or arising from nuclear, biological or chemical contamination due to or arising from;

(a) **terrorism**; and/or
(b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

SECTION A
MATERIAL DAMAGE

COVER

In the event of **damage** to the property insured described in the **schedule** by any of the **defined perils** which are covered only if they are specified as being applicable in the **schedule** which occurs at the **premises** during the **period of insurance** by any cause not otherwise excluded **we** will pay **you** the value of the property at the time of **damage** or the amount of the **damage** or, at **our** option, replace or reinstate the property.

Provided that **our** liability in any one **period of insurance** shall not exceed the total sum insured or in respect of any one item its sum insured.

CLAIMS SETTLEMENTS

In the event of the property insured under each item of the **schedule** on **buildings** and **landlord's contents** being the subject of **damage** giving rise to **our** liability under this section the basis upon which **our** liability in respect of each of the said items is to be calculated shall be the Reinstatement of the property which has been the subject of **damage**.

For the purposes of this clause:

"Reinstatement" means:

(a) in the case of destruction, the rebuilding of or replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new;

(b) where property is damaged, the repair of the damage or restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

SPECIAL PROVISIONS

1 No payment shall be made beyond the value of the property insured at the time of **damage**

   (a) until the cost of Reinstatement has actually been incurred

   (b) unless Reinstatement (which, subject to **our** liability not being thereby increased, may be carried out upon another site and in any manner suitable to **your** requirements) commences and proceeds without unreasonable delay

   (c) if at the time of its **damage** the property shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of Reinstatement

2 When any property insured is damaged in part only, **our** liability shall not exceed the sum **we** could have been called upon to pay for reinstatement if such property had been wholly destroyed.

3 In respect of each item to which this clause applies, for the purposes of General Condition 7(f) – Underinsurance, the sum insured shall include **your** assessment of the cost of reinstatement of the property insured, arrived at in accordance with paragraph (a) of the Reinstatement definition (see above) together with, insofar as the insurance by the item provides, due allowance for:

(a) the additional cost of reinstatement to comply with Local Authority requirements;

(b) professional fees;

(c) debris removal costs.

DAY ONE BASIS:

If the **schedule** shows Day One Basis as applicable the following provisions apply:

1 "Declared Value" means:
Your assessment of the cost of reinstatement of the property insured, arrived at in accordance with paragraph (a) of the Reinstatement definition (see below) 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 Local Authority requirements;

(b) professional fees;

(c) debris removal costs.

2 The Declared Value for each item is as stated on the **schedule**. At the inception of each **period of insurance you** shall notify **us** of the Declared Value of the property insured by each of the said items. In the absence of a declaration the last amount declared by **you** shall be taken as the Declared Value for the ensuing **period of insurance** (suitably adjusted for Index Linking where appropriate).

3 In respect of each item to which this clause applies, General Condition 7(f) – Underinsurance – is amended to read:

If at the time of loss the Declared Value of the property covered by such item is less than the cost of reinstatement at the inception of the Period of Insurance, then **our** liability shall be proportionately reduced.

4 Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated herein, **your** and **our** rights and liabilities in respect of the **damage** shall be subject to the terms and conditions of this Section including General Condition 7 (f), as if this clause had not been incorporated herein except that the sums insured shall be limited to 115% of the Declared Values as stated on the **schedule**.

5 In the event of loss **our** liability in respect of each item to which this clause applies shall not exceed its sum insured. The sum insured applicable to each item to which this clause applies is calculated by applying a 15% uplift to

the Declared Value as stated in the **schedule** (unless a different uplift is specified in the **schedule**).

EXTENSIONS

(These Extensions apply to **your** policy automatically)

1 LOCAL AUTHORITIES

The insurance in respect of **buildings** and **landlord's contents** extends to include such additional cost of reinstatement of the insured property which has been the subject of **damage** as may be incurred solely by reason of the necessity to comply with Building Regulations or local authority or other statutory requirements. Provided that:-

1 The amount recoverable under this Extension shall not include:-

(a) the cost incurred in complying with any of the aforesaid regulations or requirements

(i) in respect of **damage** occurring prior to the granting of this Extension;

(ii) in respect of **damage** not insured by this Section;

(iii) under which notice has been served upon **you** prior to the happening of the **damage**

(iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Material **damage** Section) of that portion of the property destroyed or damaged;

(b) the additional cost that would have been required to make good the property which has been the subject of **damage** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or requirements not arisen; and

(c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the Regulations or requirements referred to.

2 The work of reinstatement must be commenced and carried out within a reasonable period and in any case must be completed within twelve months after the **damage** or within such further time as **we** may (during the said twelve months) agree in writing and may be carried out wholly or partially upon another site (if the aforesaid Regulations or requirements so necessitate) subject to **our** liability under this Extension not being thereby increased.

3 If **our** liability under any item of the **schedule** apart from this Extension shall be reduced by the application of any of the terms and conditions of this Section, then **our** liability under this Extension in respect of any such item shall be reduced in like proportion.

4 The total amount recoverable under this section for any property insured shall not exceed the sum insured shown against that item.

2 ARCHITECTS', SURVEYORS' AND CONSULTANTS' FEES

The sum insured by each item of the **schedule** for **buildings** and **landlord's contents** includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and Other Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its **damage** as insured by this Section but not for preparing any claim.

Provided that **our** total liability for such **damage** and fees shall not exceed in the total

a) the amount payable for such fees authorised under the Scale of Professional Charges of the Royal Institute of Architects of Ireland, the Society of Chartered Surveyors of Ireland, the Association of Consulting Engineers of Ireland and the Law Society; or

b) the sum insured by each item.

whichever is the lesser.

3 DEBRIS REMOVAL

The insurance of the property insured extends to include costs and expenses necessarily incurred by **you** with **our** consent in:

a) removing debris

b) the clearing of drains and sewers providing services to or from the **buildings** and for which **you** are responsible

c) dismantling and/or demolishing; and

d) shoring up or propping.

of the portion or portions of the property insured that have sustained **damage** insured by this Section.

Provided that

i) **we** will only pay such costs following **damage** which is insured by this Section

ii) in respect of **damage** to property insured comprising roads, yards, vehicle parks, pavements, gardens and the like **our** liability in respect of any one occurrence shall not exceed
   (1) 10% of the sum insured for **buildings** or
   (2) €100,000
   whichever is the lesser

iii) cover includes the property of others not owned by **you** but for which **you** are responsible up to an amount not exceeding €10,000 for any one occurrence

iv) **we** will not pay for any costs or expenses
   (1) incurred in removing debris elsewhere than from the site of such property which has been the subject of **damage** and the area immediately adjacent to such site;

(2) in respect of drains and sewers beyond a half mile radius of the site of the insured property; and

(3) arising from **damage** to property not insured by this insurance.

(4) arising from pollution, exposure to infectious agents or materials or contaminations of property not insured by this **policy**

v) **our** liability under this Extension shall in no case exceed the sum insured or Declared Value (whichever is lower) in respect of that item.

4 TRANSFER OF INTEREST

If at the time of **damage** to any Building insured under this Section, **you** shall have contracted to sell **your** interest in such Building and the purchase shall not have been but shall be subsequently completed, on the completion of the purchase the purchaser shall be entitled to the benefit of this insurance up to the date of completion so far as it relates to such **damage**.

Provided that

i) the property is not otherwise insured by or on behalf of the purchaser against such **damage**; and

ii) this Extension shall not prejudice the rights and liabilities of **you** or **us** under this Section.

5 WORKMEN

Any trades person(s), company, firm or organisation may be allowed on the **premises** and instructed by **you** to effect repairs and minor structural alterations in all or any of the **buildings** without prejudice to this insurance.

6 AUTOMATIC REINSTATEMENT OF SUM INSURED

In consideration of the insurance not being reduced by the amount of any **damage you** shall pay the appropriate extra premium on the amount of the **damage** from the date of the **damage** to the date of the expiry of the Period of Insurance.

7 EMERGENCY SERVICES

We will pay costs and expenses **you** incur to restore or repair grounds, landscaped gardens, pavements, road surfaces and any other property comprising the **premises** damaged by the emergency services attending as a result of insured **damage** to the **premises**. Provided that **our** maximum liability shall not exceed €25,000.

8 FIRE BRIGADE

We will pay the costs charged by the Fire Brigade and other Emergency Services directly relating to the extinguishing or fighting of fire at the **premises** in circumstances which have given rise to or would have given rise to **damage** to the property insured by any cause not otherwise excluded.

Provided that **we** shall not be liable for any charges in excess of

(a) the Fire Brigade and other Emergency Services normal scale of charges; and

(b) €20,000 unless a different sum insured is specified in the **schedule**

9 LOSS AVOIDANCE

We will cover **you** for costs **you** incur in taking reasonable but exceptional measures to avoid or mitigate impending **damage** which would otherwise have resulted in a claim under this insurance. Provided that:

(a) the impending **damage** did not stem from any reasonably foreseeable cause.

(b) **we** are satisfied that the **damage** has been avoided or reduced in consequence of the measures taken

(c) the terms, conditions and exclusions of this insurance shall apply as if **damage** had occurred

(d) the amount payable by **us** shall be no greater than the cost that would have been incurred had the measures not been taken and **damage** had occurred

(e) **our** liability is limited to €100,000 any one loss or series of losses arising out of any one event

10 TEMPORARY REPAIRS

We will pay the reasonable and necessary costs **you** incur (with written **our** consent) in making temporary repairs and erecting temporary buildings and/or contents following **damage** subject to a limit of €25,000

11 TEMPORARY REMOVAL

We will cover **you** for **damage** as insured by this section to **landlord's contents** occurring during the **period of insurance** and not otherwise insured whilst temporarily removed to any other premises in the Republic of Ireland

(i) which **you** occupy in connection with the **business**, or

(ii) for cleaning, renovation, or repair purposes

CONDITIONS

(These are the conditions of the insurance that you must comply, as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your policy** may not be valid.)

1 NOTICE OF OCCUPANCY

You must tell **us** as soon as reasonably practicable when any of the **buildings** becomes **unoccupied** or when any **unoccupied** portion of such **buildings** becomes occupied. **we** will adjust the premium if necessary based on the new circumstances.

2 DESIGNATION OF PROPERTY

For the purpose of determining where necessary the item under which property is insured, **we** agree to accept the designation under which such property has been entered in **your** books.

3 APPLICATION OF UNDER-INSURANCE CONDITION

The sum insured under each Item shown on the **schedule** is separately subject to General Condition 7(f).

4 NON-INVALIDATION

The insurance of this Section shall not be invalidated by any act, error, omission or alteration unknown to **you** or beyond **your** control whether the risk of **damage** is increased or otherwise. Provided that **you** inform **us** immediately **you** become aware of the act, error, omission or alteration and pay an additional premium if required.

5 OTHER INTERESTS

We will automatically note the interests of any freeholders, lessees, underlessees, assignees and/or mortgagees. Provided that **you** shall advise **us** of the name of any interested party and the nature and extent of their interest in the event of **damage**.

6 BUILDINGS AWAITING DEMOLITION

If at the time of the **damage** any **buildings** are awaiting demolition, **our** liability is limited to the additional cost of removing debris which is incurred by **you** solely as a result of such **damage**.

7 BUILDINGS AWAITING REFURBISHMENT, REDEVELOPMENT OR RENOVATION

If at the time of the **damage** any **buildings** are awaiting refurbishment, redevelopment or renovation, **we** will not pay for any costs which would have been incurred by **you** in the absence of such **damage**.

8. FIRE EXTINGUISHING APPLIANCES

You must ensure that fire extinguishing appliances shall be maintained in efficient working order throughout the Period of Insurance. This insurance shall not be prejudiced or invalidated by any defect in the said appliances due to any circumstances unknown to **you** or beyond **your** control.

EXCLUSIONS

We will not pay in respect of:

1 **damage** caused by the bursting of any boiler, economiser or other vessel machine or apparatus belonging to **you** or under **your** control in which internal pressure is due to steam only but this shall not exclude

(i) **damage** caused by explosion of any boiler used for domestic purposes only; and

(ii) subsequent **damage** itself resulting from a cause not otherwise excluded.

2 **damage** attributable solely to change in the water table level

3 **damage** caused by or consisting of

(a) wear and tear; frost; wet or dry rot; dampness or dryness; or any other gradually operating cause;

(b) corrosion; rust; shrinkage; evaporation; loss of weight; marring; scratching;

(c) change in:

(i) temperature

(ii) colour

(iii) texture, or

(iv) finish

(d) (i) moth

(ii) vermin

(iii) insects

(iv) fungal attack, or

(v) mould

however caused;

(e) inherent vice; latent defect; faulty or defective design or materials

(f) faulty or defective workmanship; operational error or omission on **your** part or the part of any of **your** employees;

(g) joint leakage; failure of welds; cracking; fracturing; collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith;

(h) mechanical or electrical breakdown or derangement; and

(i) chewing, scratching, tearing or fouling caused by pets;

but this shall not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

4 **damage** caused by any kind of seepage or any kind of pollution and/or contamination but this shall not exclude **damage** to the property insured specified in the **schedule** caused by

(a) sudden and accidental pollution or contamination which itself results from a **defined peril**

(b) a **defined peril** which itself results from sudden and accidental pollution or contamination

5 **damage** by storm, wind, rain, hail, sleet, snow, flood or dust to movable property in the open, gates, fences or posts unless caused by falling trees or there is **damage** to structural parts of the **buildings** at the same time.

6 **damage** by theft or attempted theft which does not involve either
(a) entry to or exit from the **premises** by forcible and violent entry/exit which has resulted in physical damage to the **buildings** and/or to the security devices, or
(b) actual or threatened assault or violence.

7 **damage** by malicious damage, theft or attempted theft caused by any tenant or person lawfully on the **premises**.

8 **damage** caused by or consisting of acts of fraud, dishonesty or deception

9 **damage** to property in transit other than whilst at the **premises**

10 **damage** to money and securities of any description

11 **damage** caused by subsidence landslip or ground heave
(a) to yards, car parks, roads, pavements, street furniture, outdoor swimming pools, outdoor tennis courts, walls, gates and fences unless also affecting the **buildings**
(b) caused by or consisting of

(i) the normal settlement or bedding down of new structures;

(ii) the settlement or movement of made up ground; or

(iii) coastal or river erosion.

(c) resulting from

(i) demolition, construction, structural alteration or repair of any property; or

(ii) groundworks or excavation

at the same premises.

(d) which originated prior to the inception of this cover.

12 **damage** caused by or consisting of disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

13 **damage** to a building or structure caused by its own collapse or cracking.

14 **damage** to property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing, alteration, cleaning or repair.

15 **damage** to fixed glass or sanitaryware:
(i) occurring during installation or removal; or

(ii) which was cracked or fractured prior to inception of this insurance; or

(iii) occurring whilst the **premises** are **unoccupied** unless specifically agreed.

16 **damage** by fire to property caused by its undergoing any process involving the application of heat.

17 **damage** to property or structures in course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection.

18 the cost of maintenance or routine alteration or decoration.

19 delay; loss of market; or any form of consequential loss

20 **damage** to:
(a) livestock; growing crops; or trees;

(b) vehicles licensed for road use; caravans; trailers; railway locomotives; rolling stock; watercraft or aircraft;

(c) piers; jetties; bridges; culverts; or excavations;

(d) property more specifically insured; or

(e) property which is or but for the existence of this policy would be insured under a marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this policy not been effected.

(f) transmission and distribution lines beyond 300 metres of the **premises**

21 the amount of the **excess** specified in the **schedule**.

22 **damage** caused by any of the following whilst any of the **buildings** is **unoccupied**:
(a) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons; or
(b) Escape of water or oil from any tank, apparatus, pipe or appliance; or
(c) Theft or attempted theft.

23 **damage** caused as a result of any property being used by occupants for illegal activities.

24 Theft or attempted theft occasioned by use of a key, key code or key card.

SECTION B
LIABILITY

OPERATIVE AND INDEMNITY CLAUSE

We will cover **you** against:

1 **your** liability to pay damages (including claimants' costs fees and expenses).

2 all costs fees and disbursements **you** incur with **our** prior written consent in the defence or settlement of any claim under this insurance (hereinafter called "Defence Costs").

Defence Costs include legal expenses

a) arising out of representation at any Coroners Inquest or Fatal Accident Inquiry.

b) arising out of any criminal prosecution proceedings (including any appeal) relating to an offence alleged to have been committed during the **period of insurance** and in the course of the **business** in respect of matters which may form the subject of indemnity by this insurance (including, with **our** prior consent **your** directors, partners or **employees**).

Provided that:

i) **we** shall not be liable for any fines or penalties imposed as a consequence of such prosecution or appeal;

ii) **we** shall not be responsible for Defence Costs where at **our** discretion **we** may require the opinion of counsel (whose appointment is at **our** sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsel's opinion is that there is no reasonable defence to the prosecution;

iii) **our** liability for Defence Costs in cases of breach or alleged breach of the Consumer Protection Act 2007, the Food Standards Act 1974, and the Food Safety Authority of Ireland Act 1988 will be limited to proceedings not consequent upon a deliberate act or omission; and

(iv) **we** shall not be liable for Defence Costs consequent upon any deliberate act or omission by

(i) **you**
(ii) any of **your** partners or directors
(iii) any **employee** with any specific responsibility for compliance with the legislation specified above

which could reasonably have been expected to constitute a breach of the legislation specified above.

The indemnity applies only to such liability as defined by each insured Sub Section arising out of the **business** specified in the **schedule** subject always to the terms Conditions and Exclusions of such Sub Section and of the insurance as a whole.

SUB SECTION 1 - EMPLOYERS LIABILITY

COVER

We will cover **you** in accordance with the Operative and Indemnity Clause but only for **injury** to an **employee** where such **injury** arises out of the **business** and is caused during the **period of insurance** as stated in the **schedule** within the **territorial limits**. Provided that **our** liability to pay damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the Limit of Indemnity stated in the **schedule** in respect of any one occurrence or series of occurrences arising out of one originating cause.

SUB SECTION 2 - PROPERTY OWNERS' LIABILITY

COVER

We will cover **you** in accordance with the Operative Clause for

1. Accidental **injury**;
2. Accidental **damage** to **property**;
3. Nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from **your** deliberate act or omission or which is a natural consequence of the ordinary conduct of the **business** and which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission;
4. Wrongful arrest, false imprisonment or false eviction;

occurring during the **period of insurance** as stated in the **schedule** within the **territorial limits** and in the course of the **business**. Provided that **our** liability to pay damages shall not exceed the Limit of Indemnity stated in the **schedule** in respect of any one occurrence or series of occurrences arising out of one originating cause.

EXTENSIONS

(Each Extension will show the Sub Section(s) to which it applies)

1 ADDITIONAL PERSONS INSURED (Applicable to all Sub Sections)

(a) In the event of the death of any person entitled to indemnity under this Section, **we** will cover in the terms of this **policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person.

(b) At **your** request indemnity will be extended to:

(i) any of **your** directors, partners or **employees** in respect of liability arising in connection with the **business**;

(ii) any officer committee or member of **your** canteen sports social or welfare organisation; fire, security, first aid, medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity;

(iii) any of **your** directors, partners or senior officials in respect of private work undertaken for them with **your** consent by any **employee**;

(iv) in respect of the **premises** occupied for residential purposes:

1) the **residents**

2) the managing agents

3) the **residents**' association

4) the owner or lessee;

but excluding the liability of any **resident** arising from their occupation (and not ownership) of the residential property in which they are residing.

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the **insured** and provided **you** would have been entitled to indemnity under this Section if the claim had been made against **you**.

For the purposes of the Limit of Indemnity all of the persons entitled to indemnity under this insurance shall be treated as a one party or legal entity so that there will be only two parties to the contract of insurance namely **you** and **us**.

2 COURT ATTENDANCE COSTS (Applicable to all Sub Sections)

In the event of any of the under mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this insurance **we** will provide compensation at the following rates per day on which attendance is required

(a)	**you** or any of **your** directors or partners	€700
(b)	any **employee**	€300

Provided always that

(i) **we** shall not be liable unless **we** have the sole conduct and control of all claims covered by this Extension; and

(ii) this Extension shall not apply to any liability which is covered by any other insurance.

3 UNSATISFIED COURT JUDGEMENTS (Applicable to Sub Section 1)
In the event of a judgement for damages being obtained by any **employee** or the personal representatives of any **employee** in any court situated within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

(i) in respect of **injury** to the **employee** caused during any **period of insurance** and arising out of and in the course the **business**, and

(ii) against any company or individual operating from premises within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and

(iii) payment remaining unsatisfied in whole or in part six months after the date of such judgement,

at **your** request **we** will pay to the **employee** or personal representative of the **employee** the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that
(a) there is no appeal outstanding

(b) if any payment is made under the terms of this Extension the **employee** or personal representatives of the **employee** shall assign the judgement including damages and costs to **us**

4 EXHIBITIONS (Applicable to all Sub Sections)
We will cover **you** in respect of liability arising out of **your** attendance at exhibitions and trade fairs during the **period of insurance** and within the **territorial limits** applicable to each Sub Section.

5 CROSS LIABILITIES (Applicable to Sub Section 2)
Each person or party specified as the **insured** in the **schedule** is separately indemnified in respect of claims made against any of them by any other. Provided that **our** total liability shall not exceed the stated Limits of Indemnity

CONDITIONS
(Each Condition will show the Sub Section(s) to which it applies)

1 PROPORTIONMENT OF DEFENCE COSTS (Applicable to All Sub Sections)
Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim **our** liability to pay all Defence Costs in connection with the claim shall be limited to such proportion of the Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim.

2 COSTS INCLUSIVE IN USA & CANADA (Applicable to Sub Section 2)
Where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories **our** Liability

inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the **schedule**.

3 EXCESS (Applicable to Sub Section 2)
The **excess** will be payable before **we** shall be liable to make any payment.

4 CONTRACTORS INSURANCE (Applicable to all Sub Sections)
You must ensure that all contractors have Employers Liability and Public Liability insurance in respect of their liability at law for **injury or damage** and that

i) the limit of indemnity of the Public Liability insurance is not less than the limit of indemnity provided for Public Liability in the **schedule** for this policy in respect of any one claim arising out of one cause, and
ii) those insurances extend to cover **you** as principal against all liability for such **injury** or **damage**.
iii) **You** must retain copies of all sub-contractors insurances to evidence that this condition has been complied with.

EXCLUSIONS

(Each Exclusion will show the Sub Section(s) to which it applies)

1 ROAD TRAFFIC ACT (Applicable to All Sub Sections)
This insurance does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under Section 56 of the Road Traffic Act 1961 or any other Compulsory Road Traffic Legislation.

2 LIABILITY ASSUMED UNDER CONTRACT (Applicable to All Sub Sections)
We will not cover **you** in respect of any claims under this section in respect of liability which is assumed by **you** under any contract or agreement.

3 FINES OR PENALTIES (Applicable to All Sub Sections)
We will not be liable in respect of:
(i) any fines, penalties or liquidated damages;
(ii) the costs of appeal against any improvement or prohibition notices; or
(iii) compensation ordered or awarded by a Court of Criminal Jurisdiction.

4 OFFSHORE WORK (Applicable to All Sub Sections)
We will not be liable in connection with any work **Offshore**.

5 MOTOR VEHICLES (Applicable to Sub Section 2)
We will not pay for any liability arising out of the ownership possession or use by **you** or on **your** behalf of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability

(a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;

(b) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer;

(c) for **damage** to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon;

(d) arising out of any motor vehicle or trailer temporarily in **your** custody or control for the purpose of parking;

(e) for motorised garden implements used to maintain the land belonging to the **premises**

and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer.

6 PRODUCTS SUPPLIED (Applicable to Sub Section 2)

We will not pay for any liability arising out of **products** supplied other than:

(a) food or drink sold or supplied for consumption by **your** directors, **employees** or visitors; or

(b) the disposal of furniture and office equipment originally intended solely for use by **you** in connection with the **business** and which is no longer required for that purpose.

7 AIR AND WATER CRAFT (Applicable to Sub Sections 1 and 2)

We will not pay for liability arising out of the ownership possession or use by **you** or on **your** behalf of any

(a) aircraft or other aerial device;
(b) aerospatial device;
(c) hovercraft; or
(d) watercraft other than hand or sail propelled watercraft whilst being used on inland waterways.

8 CARE, CUSTODY AND CONTROL (Applicable to Sub Section 2)

We will not pay for liability arising as a result of **damage** to property owned leased or hired by **you** or under hire purchase or on loan to **you** or otherwise in **your** care custody or control other than

(a) premises (or the contents thereof) temporarily occupied by **you** at which **you** are undertaking work in connection with the **business** (but no indemnity is granted for **damage** to that part of the property on which **you** are working and which arises out of such work);

(b) directors', partners', **employees**' and visitors' clothing and personal effects including vehicles and their contents; or

(c) premises tenanted by **you** to the extent that **you** would be liable in the absence of any specific agreement.

9 DEFECTIVE WORK OR MATERIALS (Applicable to Sub Section 2)

We will not cover **you** in respect of the cost of replacing or making good faulty, defective or incorrect

(a) workmanship, or

(b) materials, goods or other property supplied, installed or erected by **you** or on **your** behalf.

10 INJURY TO AN EMPLOYEE (Applicable to Sub Section 2)

We will not pay for **injury** to an **employee** where such **injury** arises out of the **business**.

11 PROFESSIONAL ADVICE & DESIGN (Applicable to Sub Section 2)

We will not pay for liability arising out of or in connection with advice, design, plans, specifications, formulae, surveys or directions prepared or given by **you** or on **your** behalf for a fee or in circumstances where a fee would usually be charged but this shall not exclude such liability arising in conjunction with **products** supplied.

12 POLLUTION (Applicable to Sub Section 2)

We will not pay for any liability arising:

(a) from **pollution** of buildings or other structures or of water or land or the atmosphere outside of North America other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance. All **pollution** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place. Provided that **our** liability shall not exceed the sum stated in the **schedule** in respect of all occurrences.

(b) directly or indirectly from any **pollution** or contamination of buildings or other structures or of water or land or the atmosphere in North America or where a claim is brought in a court of law in North America

13 ASBESTOS (Applicable to Sub Section 2)

We will not pay for any liability directly or indirectly arising or resulting from or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

14 EXCESS (Applicable to all Sub Sections)

We shall not be liable for the **excess** as stated in the **schedule** in respect of the first amount of each claim or series of claims arising out of one originating cause

15 PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES (Applicable to all Sub Sections)

We will not be liable in respect of punitive exemplary or aggravated damages or sums awarded in restitution or any additional damages resulting from the multiplication of compensatory damages

16 ILLEGAL ACTIVITIES (Applicable to Sub Section 2)

We will not be liable as a result of any residential property being used by occupants for illegal activities.

17 TENANTS ACTIVITIES (Applicable to All Sub Sections)

We shall not be liable for any liability arising from or in connection with any trade or operation thereof carried on by any tenant of the **premises**.

18. PROPERTY DEVELOPMENT (Applicable to All Sub Sections)

We will not be liable for claims in respect of any construction, erection, alteration, extension, refurbishment, repair or maintenance of any building

or structure or land, on or upon any of the land to which this insurance applies, or the ground works necessary for the development of such land.