

Zurich Tradestar Commercial Property Owners Insurance

Policy Document



Contents of the Policy

| | Page |
|---|------|
| The Contract of Insurance | 4 |
| General Definitions | 5 |
| General Conditions | 6 |
| General Claims Conditions | 8 |
| General Exclusions | 11 |
| Material Damage 'All Risks' Section | 12 |
| Business Interruption 'All Risks' Section | 21 |
| Employers' Liability Section | 26 |
| Public Liability Section | 28 |
| Extension Applicable to Employers' Liability, Public Liability and Products Liability Sections of the Policy | 31 |
| Complaints Procedure | 32 |
| Data Protection | 33 |
| Customer Information | 34 |

The Contract of Insurance

Zurich Tradestar Commercial Property Owners Insurance Policy

Zurich Insurance plc (The Insurer) having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the **Insured** named in the Schedule, if any of the within mentioned contingencies occurs during the period of insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy.

Compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the **Insured** to recover under this Policy.

The proposal and declaration signed by the **Insured** and particulars in writing submitted by or on behalf of the **Insured** or the Insurer shall be the basis of the contract and be held to be incorporated herein.

For and on behalf of Zurich Insurance plc ('Zurich')



Ken Norgrove

Chief Executive Officer Ireland

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

General Definitions

Damage Or Damaged

The words **Damage or Damaged**, shall mean loss or destruction of or **Damage** to the Property **Insured**.

Consequential Loss

The words **Consequential Loss**, shall mean loss resulting from interruption of or interference with the **Business** carried on by the **Insured** at the Premises in consequence of loss or destruction of or **Damage** to property used by the **Insured** at the Premises for the purpose of the **Business**.

Defined Peril

The words **Defined Peril** shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

The Business

The **Business** or **Profession** stated in the Schedule and none other for the purpose of this insurance except as specified below.

The **Business** shall also include;

- (a) the ownership use repair decoration and the maintenance of property and premises owned by the **Insured** in connection with the **Business** as described in the Schedule of the Policy.
- (b) first aid, fire and ambulance services run by or on behalf of the **Insured**.

Employee

Employee shall mean:

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

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

General Conditions

1. Interpretation

The Schedule and any endorsements attaching thereto and the Sections form part of this Policy and the expression 'this Policy' wherever used in this Contract shall be read as including the said Schedule, Endorsements and Sections. Any word or expression to which a specific meaning has been attached in any part of any Section shall bear such meaning wherever it may appear in such Section.

2. Misrepresentation

This Policy at the option of the Insurer shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

3. Alteration

This Policy shall be avoided with respect to any item thereof in regard to which there may be any alteration after the commencement of this insurance.

- (a) by removal (except as provided herein)
- (b) whereby the risk of injury or **Damage** is increased
- (c) whereby the **Insured's** interest ceases except by will or operation of law

Unless such alteration be admitted by memorandum signed by or on behalf of the Insurer.

4. Reinstatement by the Insurer

If any property is to be reinstated or replaced by the Insurer the **Insured** shall at his own expense provide all such plans, documents, books and information as may reasonably be required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not be bound to expend in respect of any one of the items insured more than its sum insured.

5. Other Insurances

If at the time of any **Damage** or liability arising under this Policy there shall be any other insurance covering such **Damage** or liability or any part thereof the Insurer shall be liable for no more than their rateable proportion thereof and if such other insurance on any of the property hereby insured either alone or together with any other property be subject to any Condition of Average the insurance of such property under this Policy, if not already subject to any Condition of Average shall be subject to such Condition of Average in like manner.

If any other insurance effected by or on behalf of the **Insured** is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in full or in part or from contributing rateably towards the **Damage** the liability of the Insurer shall be limited to such proportion of the **Damage** as the sum hereby insured bears to the value of the property.

6. Subrogation

The Insurers shall be entitled to take benefit of any rights of the **Insured** against any other party before or after the **Insured** has received indemnification under this Policy and the **Insured** shall give all assistance as may be reasonably required by the Insurer.

7. Precautions by the Insured

The **Insured** shall take all reasonable precautions for the safety of the property hereby insured and shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent accidents or **Damage** to property insured and to comply with all statutory and other obligations and regulations imposed by any competent Authority and shall maintain all premises ways works machinery and plant in sound condition. In the event of the discovery of any defect or danger the **Insured** shall immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

8. Warranties

Every warranty to which this policy or any item thereof is or maybe made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this policy. Non-compliance with any such warranty in so far as it increases the risk of **Damage** shall be a bar to any claim in respect of such **Damage** provided that whenever this policy is renewed a claim in respect of **Damage** occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

9. Cancellation

The Insurer may cancel this Policy or any Section thereof at any time by sending fourteen days notice by registered post to the **Insured** at the **Insured's** last known address and in such event the **Insured** shall become entitled to a return of a proportionate part of the premium (provided the premium has been paid to the Insurer) corresponding to the unexpired period of Insurance.

10. Instalment Premium Clause

Where the **Insured** has agreed under a separate credit agreement to pay his premium by instalments, any default in payment on the due date will automatically terminate the policy cover immediately from the date of such default.

11. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950, as amended.

12. Insurance Act 1936

All monies which become or may become due and payable by the Insurer under this policy shall in accordance with Section 93 of the Insurance Act, 1936, be paid and payable in the Republic of Ireland.

13. Currency

It is understood and agreed that the currency of all premiums, sums insured, indemnities and excesses shown in the Schedule of this Policy or any renewal Notice or endorsement relating thereto shall be deemed to be Euro.

General Claims Conditions

1. Liability Claims

On the happening of any occurrence which could give rise to a claim or on receiving verbal or written notice of any claim the **Insured** shall:

- (a) Give immediate notice in writing to the Insurer.
- (b) Forward to the Insurer immediately on receipt any letter, claim, writ, summons or process received in connection with the occurrence.
- (c) Give all necessary information and assistance to the Insurer to enable it to deal with, settle or resist any claim as the Insurer may think fit. Such information and assistance shall be given without any delay.
- (d) So far as reasonably practicable ensure that no alteration or repair is made to any machinery, appliance, plant, way or fitting after an accident has occurred until the Insurer has had an opportunity of carrying out an inspection.
- (e) The **Insured** shall not
 - (i) except at their own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer.
 - (ii) give any information or assistance to any person claiming against them without the consent of the Insurer.
- (f) The Insurer shall for so long as they desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under the Policy.

2. Discharge of Liability – Public Liability Section

The Insurer may at any time pay to the **Insured** in connection with any claim or series of claims the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

3. Discharge of Liability – Employers Liability Section

The Insurer may at any time pay to the **Insured** in connection with any claim or series of claims the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims.

4. Other Claims

Action by the Insured

- A (a) In the event of **Damage** the **Insured** shall:
- notify the Insurer immediately
 - notify the Police Authority immediately it becomes evident that any **Damage** has been caused by Malicious Persons
 - carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**
 - deliver to the Insurer at the **Insured's** expense
 - (i) full information in writing of the property lost destroyed or **Damaged** and of the amount of **Damage**
 - (ii) details of any other insurances on any property hereby insured within 30 days after such **Damage** (7 days in the case of **Damage** caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may allow
 - (iii) all such proofs and information relating to the claim as may reasonably be required
 - (iv) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- (b) No claim under this policy shall be payable unless the terms of this condition have been complied with.
- B (a) In the event of any **Damage** in consequence of which may give rise to a claim is or may be made under the **Business** Interruption Section of this policy the **Insured** shall
- notify the Insurer immediately
 - deliver to the Insurer at the **Insured's** expense within 7 days of its happening full details of **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
 - with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the **Business** or to avoid or diminish the loss
- (b) In the event of a claim being made under this policy the **Insured** at his own expense shall
- not later than 30 days after the expiry of the Indemnity Period or within such further time as the Insurer may allow, deliver to the Insurer in writing particulars of his claim together with details of all other insurances covering the property for the purpose of the **Business** or any part of it or any resulting **Consequential Loss**

- deliver to the Insurer such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Insurer for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- (c) If the terms of this condition have not been complied with
- no claim under this policy shall be payable and
 - any payment on account of the claim already made shall be repaid to the Insurer forthwith.

5. Fraudulent Claims

If a claim is fraudulent in any respect or if fraudulent means are used by the **Insured** or by anyone acting on his behalf to obtain any benefit under this Policy or if any **Damage** is caused by the wilful act or with the connivance of the **Insured** all benefit under this Policy shall be forfeited.

6. Insurer's Rights Following a Claim

On the happening of **Damage** in respect of which a claim is made the Insurer and any person authorised by the Insurer may without thereby incurring any liability or diminishing any of the Insurer's rights under this policy, enter take or keep possession of the premises where such **Damage** has occurred and take possession of or require to be delivered to the Insurer any property insured and deal with such property for all reasonable purposes and in any reasonable manner. No claim under this policy shall be payable unless the terms of this condition have been complied with.

No property may be abandoned to the Insurer whether taken possession of by the Insurer or not.

7. Arbitration

If any difference shall arise under this Policy such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of any award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

8. Death of the Insured

In the event of the death of the **Insured** the Insurer will in respect of liability at law incurred by the **Insured** indemnify the **Insured's** legal personal representatives in the terms of and subject to the limitation of this Policy provided that such personal representatives shall as though they were the **Insured**, observe fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

General Exclusions

1. This Policy does not cover **Damage** or **Consequential Loss** to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, civil commotion, insurrection or military or usurped power
 - (d) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
2. This Policy shall be avoided if the business is wound up or carried on by a liquidator or receiver or permanently discontinued.

3. Date Recognition Exclusion

This Policy does not cover:

Loss, **Damage**, **Consequential Loss** or legal liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the **Insured** or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

- (1) to correctly recognise any date as its true calendar date
- (2) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

but in respect of all insurances other than Public Liability and Products Liability this shall not exclude subsequent loss, **Damage** or **Consequential Loss** (not otherwise excluded) which itself results from a '**Defined Peril**' otherwise covered by this policy.

For the purpose of this Exclusion, the following special meaning shall apply:

'**Defined Peril**' shall mean fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or goods falling therefrom or animal.

Note: This Exclusion does not apply to the Employers Liability Section of the Policy, if operative.

Material Damage 'All Risks' Section

If any of the Property **Insured** described in the Schedule suffers **Damage** at the Premises by any cause not herein excluded the Insurer will in accordance with the provisions of the insurance pay to the **Insured** the amount of loss or at its option reinstate or replace such property provided that the liability of the Insurer under this Section shall not exceed

- (i) In the whole the total sum insured or in respect of any item its sum insured at the time of the **Damage**
- (ii) the sum insured remaining after deduction for any other **Damage** occurring during the same period of insurance, unless the Insurer shall have agreed to reinstate any such sum insured.

Exclusions

This Section does not cover

1. **Damage** caused by or consisting of:

- 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- 1.2 faulty or defective workmanship, operational error or omission, on the part of the **Insured** or any of his employees
- 1.3 the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the **Insured**
- 1.4 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

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

2. **Damage** caused by or consisting of:

- 2.1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- 2.2 change in temperature colour flavour texture or finish
- 2.3 theft or any attempt thereat
 - (a) which does not involve
 - (i) entry to or exit from a building by forcible and violent means or
 - (ii) robbery committed on the premises
 - (b) to property in the open or in outbuildings
 - (c) to the fabric of the building unless the **Insured** is responsible for repairs
 - (d) in respect of any building or any part of a building which is untenanted or unoccupied for a period in excess of 60 days

Damage Consisting of:

- 2.4 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
- 2.5 mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- (a) such **Damage** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental loss destruction or **Damage**
- (b) subsequent **Damage** which itself results from a cause not otherwise excluded.

3. Damage caused by pollution or contamination but this shall not exclude **Damage** to the Property **Insured**, not otherwise excluded, caused by

- (a) pollution or contamination which itself results from a **Defined Peril**
- (b) a **Defined Peril** which itself results from pollution or contamination.

4. Damage caused by or consisting of:

- 4.1 subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
- 4.2 normal settlement or bedding down of new structures
- 4.3 acts of fraud or dishonesty
- 4.4 disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

5. Damage to a building or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded

6. Damage in respect of moveable property in the open, fences and gates caused by wind rain hail sleet snow flood or dust

7. Damage

- 7.1 caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- 7.2 (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

8. Damage

- 8.1 caused by freezing
- 8.2 caused by escape of water from any tank apparatus or pipe
- 8.3 caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
in respect of any building which is empty or not in use

9. Damage in respect of

- 9.1 jewellery precious stones precious metals bullion furs curiosities works of art or rare books
- 9.2 property in transit
- 9.3 glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
- 9.4 computers or data processing equipment
- 9.5 money cheques stamps bonds credit cards or securities of any description
other than such **Damage** caused by a **Defined Peril** in so far as it is not otherwise excluded

- 10. 10.1 vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- 10.2 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
- 10.3 land roads pavements piers jetties bridges culverts or excavations
- 10.4 livestock growing crops or trees
unless specifically mentioned as insured by this policy

- 11. property which at the time of the happening of **Damage** is insured by or would but for the existence of this Section be insured by any 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 insurance not been effected

- 12. any property more specifically insured by or on behalf of the **Insured**

General Provisions Applicable to this Section

Explosion

In respect of any vessel machinery or apparatus, or its contents, belonging to or under the control of the **Insured** which requires to be examined to comply with any Statutory Regulations cover against **Damage** thereto caused by an explosion originating therein is subject to the provision that such vessel machinery or apparatus shall be the subject of a policy or other contract providing the required inspection service.

Definitions

(A) Buildings

Buildings described in the Schedule, including Landlord's fixtures and fittings therein and thereon together with the walls gates and fences around and pertaining thereto.

(B) Fire Brigade Charges

The insurance on Fire Brigade Charges applies to charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this section in circumstances which have given rise to, or would have given rise to, **Damage** to the property insured by any cause not herein excluded.

(C) Miscellaneous Items

As described under the heading 'Miscellaneous' in the Schedule.

Clauses Applicable to Material Damage Section

Clause 1 – Average

The sums insured by each item of this Section relating to property are declared to be separately subject to Average unless otherwise stated.

Whenever a sum insured is declared to be subject to Average, if the property covered thereby shall at the breaking out of any fire or at the commencement of any **Damage** to such property by any other peril hereby insured against be collectively of greater value than the sum insured, then the **Insured** shall be considered as being his own insurer, for the difference and shall bear a rateable share of the loss accordingly.

Clause 2 – Additional Interest

The interest of parties supplying property to the **Insured** under a hiring, leasing or similar agreement is noted in this insurance, the nature and extent of any interest to be disclosed in the event of **Damage**.

Clause 3 – Adjoining Buildings

It is understood that, except where specifically insured, small outside buildings and their contents, and the buildings and contents of an extension to and communicating with any of the previously described buildings, are held to be insured by the item applying to the building to which such property is attached or belongs.

Clause 4 – Architects' Surveyors' Legal and Consulting Engineers' Fees

The insurance by each Item on 'Buildings' and 'Machinery, Plant, Fixtures and Fittings' includes an amount in respect of Architects', Surveyors', Consulting Engineers', Legal and other Fees necessarily incurred in the reinstatement of the property insured consequent upon its **Damage** but not for preparing any claim. The amount payable for such **Damage** and fees shall not exceed in the aggregate the Sum **Insured** by each item.

Clause 5 – Automatic Cover

It is hereby agreed and declared that the insurance by this Section shall, subject to its terms and conditions extend to cover anywhere in the Republic of Ireland, Northern Ireland and Great Britain.

- (a) any newly acquired and/or newly erected buildings, machinery and plant, in-so-far as the same are not otherwise insured; and
- (b) alterations, additions and improvements to buildings, machinery and plant, but not in respect of any appreciation in value provided that –
 1. at any one situation this cover shall not exceed 10 per cent of the total sum insured on such property hereby or €130,000 whichever is less
 2. the **Insured** undertake to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof, the Policy to be endorsed accordingly from the date of commencement of the Insurer's liability
 3. the provisions of this extension shall be fully maintained, notwithstanding any specific insurance effected under 2. above.

N.B. Damage caused by Explosion, Riot and Civil Commotion or Malicious Persons is excluded in Northern Ireland in respect of newly acquired and/or newly erected buildings, machinery and plant.

Clause 6 – Change of Temperature

Notwithstanding anything to the contrary in this Policy or in any of its Conditions, this Section covers destruction of or **Damage** to the property thereby insured which maybe caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by any cause not herein excluded, subject to the terms, limitations and conditions of the Policy.

Clause 7 – Clearing Drains

The insurance by each item on 'Buildings' and 'Plant, Machinery, Fixtures and Fittings' extends to include costs and expenses necessarily and reasonably incurred by the **Insured** with the consent of the Insurers in cleaning and/or clearing drains and/or sewers and/or gutters on the **Insured's** own Premises in consequence of any **Damage** not otherwise excluded.

Clause 8 – Electrical

If any electrical plant or fitting shall be **Damaged** or destroyed by fire occasioned by self-ignition, overrunning, excessive pressure, short circuiting, self-heating or leakage of electricity, the Insurer shall not be liable for **Damage** in respect of the particular part in which the fire originated but shall be liable for **Damage** or destruction in respect of any other plant or fitting caused by fire spreading from the original fire.

Clause 9 – Fire Extinguishing Appliances

In consideration of there being kept on the premises Fire Extinguishing Appliances as per details lodged with the Insurer discounts are allowed off the Fire Insurance Premium.

It is warranted that the appliances will be maintained in efficient working order during the currency of this policy.

Clause 10 – Internal Transfers

The insurance in respect of 'Machinery, Plant, Fixtures and Fittings' applies to property as therein defined transferred between premises described in the said items, including transit by road, rail or inland waterway between such premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred, or in the aggregate 10% of the Sum **Insured** by 'Machinery, Plant, Fixtures and Fittings' or €32,500 whichever is the less in respect of any such transfers at any one time.

Clause 11 – Fire Break Doors and Shutters

It is warranted that all fire break doors and shutters will be kept closed except during working hours, and will be maintained in efficient working order.

Clause 12 – Mortgagees

The interest of a Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor or occupier of any Building hereby insured whereby the danger of loss or **Damage** is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee, immediately on becoming aware thereof give notice in writing to the Insurer and on demand pay an additional premium as the Insurer may require.

Clause 13 – Notice (Unoccupied Buildings)

Notice in writing to be given to the Insurer when any empty or disused buildings or portions of buildings are again occupied and an additional premium paid if required.

Clause 14 – Non-Invalidation Clause

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond the control of the **Insured**, provided that the **Insured** immediately they become aware thereof shall give notice to the Insurer and pay an additional premium if required.

Clause 15 – Property Located in the Open and/or Underground

The insurance on Buildings and Machinery and Plant extends to include tanks, flues, pipes, ducting, tunnels, annexes, gangways, conveniences and other similar property, including telephone, gas, water and electric instruments, meters, piping, cabling and the like, and the accessories thereof including similar property in adjoining yards or roadways or underground, the property of the **Insured** or for which they are responsible.

Clause 16 – Private Dwellinghouse

It is hereby agreed and declared that notwithstanding anything in the within written Section contained to the contrary the insurance on Buildings used in their entirety as Private Dwellinghouses under the Schedule shall extend to include **Damage** of or to the property insured directly caused by:

- (a) Fire occasioned by or happening through its own spontaneous Fermentation or Heating,
- (b) Explosion,
- (c) Thunderbolt, Subterranean Fire, Earthquake (other than destruction or **Damage** of or to the buildings or loss of rent caused by Earthquake shock).

Provided Always that all the conditions of the Policy (except insofar as they may be hereby expressly varied) shall apply as if they had been incorporated herein.

Clause 17 – Public Authorities

Unless stated to the contrary the insurance by this Section relating to 'Buildings' and 'Machinery/ Plant, Fixtures and Fittings' extends to include such additional cost of reinstatement of the destroyed or **Damaged** property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or with Bye-Laws of any Municipal or Local Authority 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 Bye-Laws:
 - (i) in respect of **Damage** occurring prior to the granting of this extension
 - (ii) in respect of **Damage** not insured by this Policy
 - (iii) under which notice has been served upon the **Insured** 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 Policy) of that portion of the property **Damaged**.
 - (b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new, had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
 - (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 aforesaid Regulations or Bye-Laws.

- (2) The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the **Damage** or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this extension not being thereby increased.
- (3) If the liability of the Insurers under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this extension in respect of any such item shall be reduced in like proportion.
- (4) The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.
- (5) All the conditions of this Section except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

Clause 18 – Reinstatement of the Amount of any Loss

In consideration of the insurance by any item hereof not being reduced by the amount of any loss, the **Insured** undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance.

Clause 19 – Removal of Debris

It is understood that the insurance by this Section relating to 'Buildings' and 'Machinery, Plant, Fixtures and Fittings' extends to include costs and expenses necessarily incurred by the **Insured** with the consent of the Insurer in:

- (a) removing debris,
- (b) dismantling and/or demolishing
- (c) shoring up or propping.

of the portion or portions of the property insured by the said items **Damaged** by any cause not herein excluded.

The liability of the Insurer under this clause and the Section in respect of any item shall in no case exceed the sum insured thereby.

The Insurers will not pay for any costs or expenses:

- (i) incurred in removing debris except from the site of such property **Damaged** and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this Section.

Clause 20 – Re-erection of Plant, Machinery, Fixtures and Fittings

The insurance by items covering Machinery or Plant includes the cost of re-erection, fitting and fixing machinery and plant consequent upon **Damage** by any cause not herein excluded.

Clause 21 – Reinstatement

Unless stated elsewhere to the contrary, in the event of 'Buildings' and 'Plant Machinery Fixtures and Fittings' (other than Motor Vehicles, **Employees** Pedal Cycles and other Personal Effects) insured under this Section being **Damaged** the basis upon which the amount payable under each of the said items of the Section is to be calculated shall be the reinstatement of the property destroyed or **Damaged** subject to the following special provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

For the purposes of the insurance under this clause 'reinstatement' shall mean: the carrying out of the aftermentioned work, namely:

- (a) Where property is destroyed, the rebuilding of the property, if a Building, or in the case of other property, its 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** and the 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) The work of reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the **Insured** subject to the liability of the Insurer not being thereby increased) must be commenced and carried out with reasonable despatch. Otherwise no payment beyond the amount which would have been payable under the Policy if this clause had not been incorporated therein shall be made.
- (2) When any property insured under this clause is **Damaged** in part only the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed.
- (3) No payment beyond the amount which would have been payable under the Section if this clause had not been incorporated therein shall be made until the cost of reinstatement shall have been actually incurred.
- (4) Each item insured under this clause is declared to be separately subject to the following Condition of Average, namely:

If at the time of reinstatement the sum representing eighty-five per cent of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any **Damage** to such property by any cause not herein excluded, then the **Insured** shall be considered as being their own insurers for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.
- (5) No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made if at the time of any **Damage** to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the **Insured** which is not upon the identical basis of reinstatement set forth herein.
- (6) 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 therein the rights and liabilities of the Insurer and the **Insured** in respect of the **Damage** shall be subject to the terms and conditions of the Policy including any Condition of Average therein, as if this clause had not been incorporated therein.

Clause 22 – Subrogation Waiver

In the event of a claim arising under this Section, the Insurer agrees to waive any rights, remedies or relief to which they may become entitled by subrogation rights against:

- (a) Any Insurer standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the **Insured** as defined in Section 155 of the Companies Act, 1963.

- (b) Any Insurer which is a Subsidiary of a Parent Company of which the **Insured** are themselves a subsidiary in each case within the meaning of Section 155 of the Companies Act 1963.

Clause 23 – Temporary Removal (General)

Subject to the following provisions, the property insured by this Section (other than Stock in Trade or Merchandise if insured hereby) is covered whilst temporarily removed for cleaning, renovation, repair or other similar purposes, elsewhere on the same or to any other premises and in transit thereto and therefrom by road, rail or inland waterway in the Republic of Ireland, Northern Ireland and Great Britain.

The amount recoverable under this extension in respect of each item of the policy shall not exceed the amount which would have been recoverable had the loss occurred in that part of the premises from which the property is temporarily removed, nor, in respect of any loss occurring elsewhere than at the said premises, 10 per cent, of the sum insured by the item after deducting therefrom the value of any building (exclusive of any Fixtures and Fittings), Stock in Trade or Merchandise insured thereby.

This extension does not apply to property if and so far as it is otherwise insured, nor, as regards losses occurring elsewhere than at the premises from which the property is temporarily removed, to

- (a) Motor Vehicles and Motor Chassis licensed for normal road use,
- (b) Property held by the **Insured** in trust, other than Machinery and Plant.

Clause 24 – Tenancy

The interest of the **Insured** in this insurance shall not be prejudiced by any act of neglect of the tenant(s) of any building hereby insured, whereby the danger of loss or **Damage** is increased without the knowledge of the **Insured** provided the **Insured** shall immediately on becoming aware thereof give notice in writing to the Insurer and on demand pay such additional premium as the Insurer may require.

Clause 25 – Workmen

Workmen are allowed on the aforesaid premises for the purpose of making minor structural and other alterations from time to time without prejudice to this Insurance.

Clause 26 – Purchaser's Interest

If at the time of **Damage** to any Building hereby insured the **Insured** shall have contracted to sell his interest in such building and the purchase shall be thereafter completed, the Purchaser on the completion of the purchase, if and so far as the property is not otherwise insured by or on behalf of the Purchaser against such **Damage** shall be entitled to the benefit of this Section so far as it relates to such **Damage** without prejudice to the rights and liabilities of the **Insured** or the Insurer under this Policy, up to the date of completion.

Clause 27 – Sprinkler Warranties

Where the premium for this Section has been calculated after taking into consideration any Sprinkler Installation at the described premises which was installed at the commencement of this insurance (or which may have been installed at the request or with the knowledge of the Insurer) it is warranted and the **Insured** undertakes to:

- (i) make a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valves controlling the individual Water Supplies and the Installation are fully open
- (ii) make quarterly or half-yearly tests, if required by the Insurer to do so, for the purpose of ascertaining that each Water Supply is in order, and record the particulars of each test

- (iii) make a test every weekday (holidays excepted) of
 - (a) the Brigade connection
 - (b) the circuit between the alarm switch and the control unit and
 - (c) the batteries, in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade;
- (iv) remedy promptly any defect by such tests and maintain the installation in efficient working order during the currency of this Section.

Subject to the observance of the above undertaking the insurance will not be prejudiced by any defect in the said Automatic Sprinklers due to any circumstances unknown to or beyond the control of the **Insured**.

- (v) In the event of any discharge or leakage from the said installation(s), the **Insured** shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the property insured.
- (vi) When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed written notice thereof is to be given to the Insurers and their agreement obtained in writing.
- (vii) The Insurers shall have access to the premises at all reasonable times for purposes of inspection of the automatic sprinkler installation(s) and if the Insurers notify the **Insured** of defects in the construction or condition of the installation(s) requiring alteration or repairs the Insurers may also at their option by notice in writing suspend the insurance under this extension until such alterations or repairs be made and approved by the Insurers.

Clause 28 – Designation

For the purposes of determining where necessary the item under which any property is insured the Insurers agree to accept the designation under which such property has been entered in the **Insured's** books.

Clause 29 – Construction of Buildings

Except as stated, the buildings described are brick, stone or concrete built, roofed with slates, tiles, metal, asphalt, asbestos or concrete and occupied by the **Insured** for the purposes of their business.

Business Interruption 'All Risks' Section

If **Damage** by any cause not excluded occurs at the Premises to property used by the **Insured** for the purpose of the **Business** and causes interruption of or interference with the **Insured's Business** at the premises

the Insurer will pay to the **Insured** in accordance with the provisions of this insurance the amount of loss resulting from the interruption or interference caused by the **Damage** provided that

1. at the time of the happening of the **Damage** there shall be in force an insurance covering the interest of the **Insured** 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.
2. the liability of the Insurer under this Section shall not exceed
- (i) in the whole the total sum insured or in respect of any item its sum insured at the time of the **Damage**
 - (ii) the sum insured remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same period of insurance, unless the Insurer shall have agreed to reinstate any such sum insured.

Exclusions

This Section does not cover

1. **Consequential Loss** caused by or consisting of
 - 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
 - 1.2 faulty or defective workmanship, operational error or omission, on the part of the **Insured** or any of his employees
 - 1.3 the bursting of any vessel machine or apparatus (not being a boiler or economiser on the Premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to or under the control of the **Insured**
 - 1.4 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

but this shall not exclude subsequent **Consequential Loss** which itself results from a cause not otherwise excluded
2. **Consequential Loss**
 - 2.1 caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
 - 2.2 caused by or consisting of change in temperature colour flavour texture or finish
 - 2.3 arising directly from theft or any attempt thereat
 - (a) which does not involve
 - (i) entry to or exit from a building by forcible and violent means
or
 - (ii) robbery committed on the premises
 - (b) to property in the open or in outbuildings
 - (c) to the fabric of the building unless the **Insured** is responsible for repairs
 - (d) in respect of any building or any part of a building which is untenanted or unoccupied for a period in excess of 60 days
 - 2.4 consisting of 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

- 2.5 consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
- 2.6 caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services
- but this shall not exclude
- (a) such **Consequential Loss** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental **Damage**
- (b) subsequent **Consequential Loss** which itself results from a cause not otherwise excluded
3. loss resulting from pollution or contamination but this shall not exclude loss resulting from **Damage** to property used by the **Insured** at the Premises for the purpose of the **Business**, not otherwise excluded, caused by
- (a) pollution or contamination at the Premises which itself results from a **Defined Peril**
- (b) a **Defined Peril** which itself results from pollution or contamination
4. **Consequential Loss** caused by or consisting of
- 4.1 subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
- 4.2 normal settlement or bedding down of new structures
- 4.3 acts of fraud or dishonesty
- Consequential Loss** arising directly or indirectly from
- 4.4 disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- 4.5 (a) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions or malicious persons
- (b) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a **Defined Peril** in so far as it is not otherwise excluded
5. loss resulting from **Damage** to a building or structure used by the **Insured** at the Premises caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded
6. **Consequential Loss** in respect of moveable property in the open, fences and gates caused by wind rain hail sleet snow flood or dust
7. **Consequential Loss**
- 7.1 caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- 7.2 (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

8. **Consequential Loss**

- 8.1 caused by freezing
- 8.2 caused by escape of water from any tank apparatus or pipe
- 8.3 caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
in respect of any building which is empty or not in use

9. **Consequential Loss** in respect of

- 9.1 glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
- 9.2 computers or data processing equipment
- 9.3 vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- 9.4 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
- 9.5 land roads pavements piers jetties bridges culverts or excavations
- 9.6 livestock growing crops or trees

other than in respect of such **Consequential Loss** caused by a **Defined Peril** in so far as it is not otherwise excluded

Rent Receivable

The insurance under Item B is limited to (a) Loss of **Rent Receivable** and (b) **Increase in cost of working** and the amount payable as indemnity thereunder shall be:

- (a) in respect of loss of **Rent Receivable**: the amount by which the **Rent Receivable** during the Indemnity Period shall, in consequence of the **Damage**, fall short of the Standard **Rent Receivable**,
- (b) in respect of **Increase in cost of working**: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **Rent Receivable** which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Damage**, but not exceeding the amount of the reduction in **Rent Receivable** thereby avoided,

less any sum saved during the Indemnity Period in respect of such of the expenses and charges payable out of the **Rent Receivable** as may cease or be reduced in consequence of the **Damage**.

Provided that if the sum insured by this Item be less than the **Annual Rent Receivable** (or a proportionately increased multiple thereof where the Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Definitions

Rent Receivable – The amount of the rent and other income received or receivable from the letting of 'The Premises' and for services rendered thereat.

Indemnity Period – The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period thereafter stated in the Schedule during which the **Rent Receivable** shall be affected in consequence of the **Damage**.

Material Damage Proviso Waiver

It shall not be a condition precedent to liability in respect of interruption or interference in consequence of **Damage** resulting from a cause not otherwise excluded that payment shall have been made or liability admitted under the insurance covering the interest of the **Insured** in the property at the premises against such **Damage** if no such payment shall have been made nor liability admitted solely owing to the operation of a proviso in such insurance excluding liability for losses below a specified amount.

Subrogation Waiver

In the event of a claim arising under this Section, the Insurer agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a) any **Insured** standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the **Insured** as defined in the Companies Act, or Companies (N.I.) Order as appropriate current at the time of **Damage**
- b) any **Insured** which is Subsidiary of a Parent **Insured** of which the **Insured** are themselves a Subsidiary in each case within the meaning of the Companies Act, or Companies (N.I.) Order as appropriate current at the time of **Damage**.

Reinstatement of the Amount of any Loss

In consideration of the Insurance by any item hereof not being reduced by the amount of any loss, the **Insured** undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance.

Employers' Liability Section

Indemnity provided

The Insurer will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay in respect of any claim for damages by an **Employee** for **Bodily Injury or Disease** caused during the Period of Insurance within the **Territorial Limits** and arising out of and in the course of his/her employment by the **Insured** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of the Policy

The Limit of Liability shall be inclusive of

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims
- (iii) solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

The Territorial Limits

Anywhere within Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with the **Insured** provided that the contract of service or apprenticeship was entered into in Ireland and the action for damages is brought against the **Insured** in a Court of Law in Ireland or any member country of the European Union

Bodily Injury or Disease

Bodily Injury or Disease shall mean

- (i) bodily injury disease or illness
- (ii) wrongful arrest detention imprisonment or eviction of any **Employee** by the **Insured** up to a maximum limit of liability of €6,500 any one incident and €25,500 in the aggregate in any Period of Insurance The limit of liability shall be inclusive of all costs and expenses

Exceptions to the Employers' Liability Section

1. Offshore Installations

This Section does not indemnify the **Insured** in respect of any claim(s) for damages for **Bodily Injury or Disease** caused during any Period of Insurance and sustained by any **Employee**

- (a) on any offshore installation or support or accommodation vessel for any offshore installation or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation

2. Road Traffic Act Liability

This Section shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation

Extensions to Employers' Liability Section

Indemnity to Principal

Where any contract or agreement entered into by the **Insured** with any Public Authority Company Firm or Person (hereinafter called 'the Principal') so requires the Insurer will

- 1. indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement or
- 2. indemnify the Principal in like manner to the **Insured** in respect of the Principal's liability arising from the performance of such contract or agreement

but only so far as concerns liability as described in this Section to an **Employee** of the **Insured**

Provided always that

- (i) the Insurer shall not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- (ii) the **Insured** shall have arranged with the Principal for the conduct and control of all claims to be vested in the Insurer
- (iii) the Principal shall as though he were the **Insured** observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply

Endorsements

1. Property Repairs Endorsement

The Employers' Liability Section of the Policy also applies in respect of the repair or renovation of the **Insured's** own property and/or property for which the **Insured** acts as agent or factor

Subject otherwise to the terms and conditions of this Policy

2. Building Work Exclusion Endorsement

This Section does not indemnify the **Insured** in respect of any claim arising in connection with any work of building construction reconstruction structural alteration or demolition

Subject otherwise to the terms and conditions of this Policy

Public Liability Section

Indemnity Provided

The Insurer will indemnify the **Insured** in respect of their legal liability for

- A** Accidental death or accidental **Bodily Injury or Disease**
- B** Accidental loss of or accidental **Damage** to material property including **Consequential Loss** arising directly therefrom
- C** Accidental obstruction accidental trespass accidental nuisance or accidental interference with pedestrian road rail air or waterborne traffic

occurring during the currency of this Section within the **Territorial Limits** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of the Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

The Territorial Limits

Anywhere within the limits of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man and including non manual work carried out during temporary visits elsewhere in connection with the **Business** by directors and **Employees** normally resident in and travelling from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man

Bodily Injury or Disease

Bodily Injury or Disease shall mean

- (i) bodily injury disease or illness
- (ii) wrongful arrest detention imprisonment or eviction of any person (other than any **Employee**) by the **Insured** up to a maximum limit of liability of €6,500 any one incident and €25,500 in the aggregate in any Period of Insurance The limit of liability shall be inclusive of all costs and expenses

Exceptions to Public Liability Section

The indemnity granted by this Section shall not apply to or include

1. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or mobile plant
2. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of craft designed to travel through air or space hovercraft or watercraft other than non-mechanically powered craft used on inland waterways
3. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
4. liability arising directly or indirectly from Products after they have ceased to be in the custody or control of the **Insured** other than food or beverages supplied by the **Insured** in connection with the **Business** for consumption at any premises where the **Insured** is carrying on the **Business** within the **Territorial Limits**
5. loss of or **Damage** to that part of any property upon which the **Insured** or any servant or agent of the **Insured** is or has been working where the loss or **Damage** is the direct result of such work
6. loss of or **Damage** to property belonging to the **Insured** or held in trust by or borrowed rented leased or hired for use by the **Insured** but this exception shall not apply to the personal effects (including vehicles and their contents) of directors **Employees** and visitors for which the **Insured** is legally responsible
7. liability for **Damage** to property or land or building or loss caused directly or indirectly by
 - (i) subsidence
 - or
 - (ii) collapse
 - or
 - (iii) removal or weakening of support
8. liability in respect of liquidated damages fines penalties aggravated exemplary or punitive damages
9. liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
10. liability for death **Bodily Injury or Disease** sustained by any **Employee** whilst working for the **Insured** in connection with the **Business** where such death **Bodily Injury or Disease** arises out of and in the course of the employment

11. all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Insurer for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Liability stated in the Schedule of this section of the Policy

Provided always that the total liability of the Insurer to pay compensation shall not exceed the Limit of Liability stated in the Schedule of this section of the Policy

For the purposes of this condition 'Pollution or Contamination' shall be deemed to mean

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss or **Damage** or **Bodily Injury** or **Disease** directly or indirectly caused by such Pollution or Contamination

12. any excess specified in the Schedule

Extensions to Public Liability Section

1. Legal Costs

In addition to the indemnity provided by this Section the Insurer will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer

2. Additional Benefit

In addition the Insurer will pay solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section

3. Indemnity to Principal

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will at the request of the **Insured** indemnify the said Public or Local Authority or Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

4. Cross Liabilities

Where there is more than one party named as the **Insured** in the Schedule this Section will apply separately to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured** and the Insurer agrees to waive all rights of subrogation against any of these parties

5. Personal Liability

At the request of the **Insured** this Policy shall apply to the personal liability of any director or **Employee** of the **Insured** or any member of the family of such director or **Employee** whilst accompanying such director or **Employee** during temporary visits anywhere in the world in connection with the **Business** of the **Insured**

provided always that

- (a) this Extension shall not apply to liability more specifically insured under any other insurance
- (b) any person indemnified under this Extension shall as though he were the **Insured** observe fulfil and be subject to the terms limitations and conditions of the Policy
- (c) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims

Endorsements

1. Property Owners Liability Endorsement

The indemnity granted by the Public Liability Section of the Policy applies in respect of the **Insured's** legal liability as within defined arising from defects in the premises owned by the **Insured** specified below

This Policy shall not apply in respect of claims arising out of any trade or business carried out at the premises

Subject otherwise to the terms and conditions of this Policy

2. Building Work Exclusion Endorsement

This Section does not indemnify the **Insured** in respect of any claim arising in connection with any work of building construction reconstruction structural alteration or demolition

Subject otherwise to the terms and conditions of this Policy

Extension Applicable to Employers' Liability and Public Liability Sections of the Policy

Safety Health and Welfare at Work Act 1989

This Policy subject to its terms and limitations extends to indemnify the **Insured** or any director or **Employee** of the **Insured** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurer's consent to act for or on behalf of the **Insured** or any director or **Employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act 1989 committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such director or **Employee** or the **Insured** arising from such proceedings

Provided always that

- (1) This extension shall apply only to proceedings brought in a Court of Law in Ireland

- (2) The Insurer will be under no liability
- (a) where the **Insured** or any director or **Employee** is insured by any other Policy
 - (b) where the criminal charge is in respect of any deliberate or intentional criminal act of the **Insured** or any director or **Employee**
 - (c) in respect of legal fees and expenses which the **Insured** or any director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **Employee**
 - (d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
 - (e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- (3) The **Insured** or any director or **Employee** shall give to the Insurer immediate notice of any summons or other process served upon the **Insured** or any director or **Employee** and of any event that may give rise to proceedings against the **Insured** or any director or **Employee**

Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If you deal with us directly, you should contact the Customer Services Co-ordinator, Zurich Insurance, PO Box 78, Wexford. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

- (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo-Call: 1890 88 20 90
- (ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77
- (iii) Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

Your right to take legal action is not affected by following any of the above procedures.

Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Insurance Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Insurance Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Insurance Ireland anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Insurance Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email dataprotectionofficer@zurich.ie or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website www.zurichinsurance.ie or requested by writing to our Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. Alternatively you can email dataprotectionofficer@zurich.ie

Customer Information

Arson Prevention

Each year Insurance Companies pay out in excess of €13M in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:

- Premises being extensively **Damaged** or destroyed
- People being seriously injured or even killed
- A business becoming bankrupt.

Buildings can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Question unauthorised persons or conspicuous people on property.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from buildings or perimeter fences.
- Hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.

Zurich Insurance
PO Box 78, Wexford, Ireland.
Telephone: 01 667 0666 Fax: 01 667 0644 Website: www.zurichinsurance.ie
Zurich Insurance plc is regulated by the Central Bank of Ireland.

