



HIBERNIAN

an AVIVA company

Trademark

Policy



**BUSINESS COVER
THAT STANDS OUT
FROM THE CROWD**

Trademark policy contents

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HIBERNIAN

an AVIVA company

Good Thinking

Hibernian General Insurance Limited

Registered in Ireland number 3319 Registered Office Haddington Road Dublin 4

A member of the Irish Insurance Federation

Hibernian General Insurance Limited is regulated by the Financial Regulator

Introduction

Your Policy and Schedule

Here is your new Trademark Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the policy including the levels of cover operative under each section of the policy and should be read in conjunction with the rest of the policy. May we please ask you to examine this policy and schedule carefully to ensure it meets with your particular needs.

Important – please note: only those sections showing as in force in the attached schedule shall apply to your particular policy

The Third EU Non-life Directive requires us to provide you with the following information:

The law applicable to the contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Hibernian General Insurance Limited, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Hibernian General Insurance Limited which is established in Ireland.

Complaints procedure

We wish to provide you with a high standard of service. However, there may be occasions when you feel that this objective has not been achieved. If you have any complaint about the insurance contract you should contact either the insurance intermediary who arranged the policy for you or the office of Hibernian General Insurance Limited which issued the policy.

If your complaint is not resolved to your satisfaction please write to the Managing Director, Hibernian General Insurance Limited, Haddington Road, Dublin 4.

If you are still dissatisfied you may contact the Irish Insurance Federation's Insurance Information Service at 39 Molesworth St, Dublin 2.

Telephone: 01 676 1914
Fax: 01 676 1943
Email: iis@iif.ie
Website: www.iif.ie

The service can advise you on how to proceed further and may be able to help in resolving the problem.

Taking any of these options will not prejudice your right of recourse to legal proceedings.

Annual Revision of Property Sums Insured

We continuously monitor a number of Commercial Rebuilding and Consumer Price Indices and have adjusted your Buildings and Contents sums insured using the index that we feel best protects you against the effects of inflation and the risk of under insurance in the coming year. However, this universal approach does not take account of the significant differences in profile of our individual customer's buildings and contents exposures and we strongly recommend that you calculate your commercial rebuilding costs using the Society of Chartered Surveyors guidelines and carry out an inventory calculating the replacement costs of your commercial contents. We will be happy to adjust your Sums Insured accordingly. Helpful guidelines can be found on the Society of Chartered Surveyors website at www.scs.ie

SPECIAL NOTE

The Schedule and Road Traffic Act Certificate(s) of Insurance and Disc(s) for this Policy are separately enclosed.

Foreign use

If you require full cover when travelling outside Ireland or the United Kingdom we will need to supply you with a Green Card usually issued free of charge. Please contact us, in advance, with full details of your journey.

Should you hire or borrow vehicles, please tell us as special provisions must be made to ensure you are properly protected.

Your Hibernian Trademark policy

The Insured, by a Proposal which shall be the basis of and incorporated in this contract, having applied to Hibernian General Insurance Limited, hereinafter referred to as "the Company", for this insurance and having paid or agreed to pay the premium, the Company will provide insurance to the extent of and subject to the terms and conditions of this Policy during any Period of Insurance.

This Policy, the Schedule, any Endorsement and, where applicable, the Certificate of Motor Insurance shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear.

In addition to the Standard Exclusions, Conditions, Clauses, Memoranda, Provisions limiting cover in the individual Sections of the Policy, the Insurance cover described in any of the said Sections is also subject to the General Exclusions and Conditions contained in this Policy Booklet.

All Endorsements and Warranties other than the above will be printed on the attached Section Schedules.

Limits of liability referred to in the Policy as being "the amount stated in the Schedule" are intended to refer to that part of the Schedule which corresponds with the Section of the Policy where the reference occurs.

"Period of Insurance" shall mean the period from the Effective Date in the Schedule to the date immediately prior to the Renewal Date and any subsequent period for which the Insured has paid or agreed to pay and the Company has accepted or agreed to accept the premium.

"The Insured" shall have the same meaning as "The Policyholder". If more than one person is named as the Policyholder the insurance granted by this Policy applies jointly and individually to all such persons.

Insurance Act 1936

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.

Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Signed on behalf of the Company



By authority of the Board

Claims conditions - all sections

Action by Insured

- 1 The Insured shall on the happening of any event which could give rise to a claim under this Policy-
 - (a) give immediate notice in writing to the Company and in respect of any occurrence giving rise to or which might give rise to injury inform the Company immediately within 14 days of the happening of such occurrence
 - (b) give immediate notice to the Garda Síochána in respect of -
 - (i) loss or damage by stealing or any attempt thereat, including Theft of a Motor Vehicle insured by this policy
 - (ii) loss of Money by any cause whatsoever
 - (iii) loss or damage by malicious persons
 - (c) make no admission of liability or offer promise or payment without the Company's written consent
 - (d) carry out no alteration or repair as far as practicable until the Company has had an opportunity of investigating
 - (e) inform the Company immediately within 14 days of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company immediately within 14 days every relevant document or correspondence received
 - (f) take all reasonable action to minimise or check any interruption of or interference with the business
 - (g) produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim
 - (h) in respect of loss or damage to the property insured deliver to the Company at **his / her** own expense claim in writing with such detailed particulars receipts and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within -
 - 30 days of the expiry of the Indemnity Period - Section 2 (Business Interruption)
 - 7 days of the event - in respect of Riot etc (Contingency F of Section 1)
 - 30 days of the event - All other claims or such further time as the Company may in writing allow
 - (i) in respect of the Personal Assault extension to Contingency O Section 1 and Personal Accident in Sections 7 (Part 1) and 8 the Insured shall supply at his own expense all certificates and information and evidence required by the Company and the Person-insured shall as often as required submit to medical examination on behalf of the Company at its own expense.
- 2 In regard to Commercial Legal Protection please refer to Section 5 of this policy.

Company's rights

Control of Claims

- 1 The Company shall be entitled
 - (a) on the happening of loss or damage to the property insured to enter take and keep possession of any building where loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Company to reply on any conditions of this Policy and this Policy shall be proof of leave and licence for such purpose
 - (b) at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required
 - (c) to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Company
 - (d) to pay to the Insured the maximum sum payable under Section 3 or Section 4 in respect of any one claim or series of claims arising out of one cause or any lesser sum for which the claim or claims arising from such cause can be settled and the Company shall not be under any further liability in respect of that Occurrence except for the payment of costs and expenses of litigation incurred prior to such payment
 - (e) in the case of death of the Person-insured under
 - (i) Section 1, Contingency O - Personal Assault extension
 - (ii) Section 7, Part 1 – Personal Accident (in Travel Section)or
 - (iii) Section 8 - Personal Accidentto have a post-mortem examination at its own expense.

How to deal with a claim

These Notes are not part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your broker or local Hibernian office immediately. Prompt notification by you or your insurance adviser, to us, of all losses and injuries which might result in a claim, is important.

Otherwise, where your property has been lost stolen or damaged:

Glass breakage

If the damage occurs when your premises are closed the Garda Síochána may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your broker or local Hibernian office.

Other damage notification

Please write to your broker or local Hibernian office immediately giving as much detail as you can. If property has been stolen mislaid or damaged by thieves inform the Gardaí immediately.

Repairs / replacements

Estimates should be forwarded as soon as possible to your broker or local Hibernian office but if these cannot be sent within thirty days of the loss or damage let them know the position.

Other action

Do what you can to prevent further loss or damage and minimise any interruption to your business.

Notification of injury

Where an employee has been injured or a member of the public has been injured and/or his/her property has been damaged, please write to your broker or local Hibernian office immediately, giving as much detail as you can. Where an employee is included in your Personal Assault cover, please arrange for a doctor's certificate to be submitted if absence from work is likely to exceed one week.

Admission of liability / preservation of salvage

The law of liability is complex so do not admit liability even if you think you may be to blame. Leave it to us to sort this out later. Any broken plant or equipment involved in the accident should be retained in a safe place.

Claim forms

Whenever a claim form is sent to you by Hibernian in response to your notification of loss damage or injury please complete and return it to your broker or local Hibernian office as soon as possible.

Claims procedure for Section 5 – Commercial Legal Protection

Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem.

Always report your claim to us in writing and as soon as possible. We can send you a claim form to help you do this.

As a member of the Irish Insurance Federation, DAS (see Section 5) subscribes to the IIF Codes of Practice. These codes set down the requirements insurers must meet when dealing with claims. You can see the codes on the internet at www.iif.ie/codes. If you would like to receive a written copy please write to us or the IIF.

General conditions - all sections (excluding Section 5)

Annual revision (applicable to sections 1 and 2 only)

- 1 Each sum insured and monetary limit of the Company's liability under Section 1 (other than Contingency N limits A(i) A(ii) A(iii) (b) B and D of Contingency O and Contingencies Q and R) and Section 2 (in so far as such Sections are identified in the Schedule as being operative) will increase at each renewal date by a Specified Percentage (to be advised by the Company) of the amount applicable immediately prior to the Policy being renewed subject to an appropriate increase in the Annual Premium.

Please refer to 'Annual Revision of Property Sums Insured' in Policy Introduction.

Observance of conditions

- 2 The obligation of the Company to make any payment under this Policy is conditional upon
 - (a) the answers in any proposal and declaration for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal and declaration shall be the basis of this contract and is deemed to be incorporated herein
 - (b) the Insured or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply
 - (c) the due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

Subrogation

- 3 Any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying for or making good any destruction or damage under this Policy whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

Change of risk or interest

- 4 The Insured shall give notice to the Company within seven days if at any time
 - (a) any change shall be made in the Premises, the Vehicles, the Business or the occupancy or the duties of the Insured whereby the risk of loss damage or accident is increased or
 - (b) the Insured's interest ceases (unless the cessation is brought about by will or operation of law)

Duty of disclosure

- 5 Any facts known to the Policyholder and any changes affecting the risk since inception of the Policy or last renewal date (whichever is the later) must be disclosed to us. Failure to disclose may mean that the policy will not provide the Policyholder with the cover required or may invalidate the Policy altogether.

Cancellation

- 6 The Company may cancel this Policy by sending 10 days notice by registered post to the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

Reasonable precautions

- 7 The Insured must take all reasonable care to prevent death bodily injury shock illness disease loss or damage and to maintain all vehicles premises plant and everything used in the business in proper repair and to act in accordance with all statutory obligations and regulations including the Statutory Inspection of all lifting plant passenger lifts and steam pressure vessels

The Insured must immediately make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.

Arbitration

- 8 Any dispute between the Insured and the Company regarding the Company's liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and not recoverable thereafter.

Other insurances

- 9 If at the time of any loss damage or Occurrence there is any other insurance or indemnity effected by or on behalf of the Insured applicable to such event the liability of the Company shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing ratably then the liability of the Company shall be limited in respect of any loss damage or Occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected.

Nothing however in this Condition shall impose on the Company any obligation to make any payment from which it would have been relieved under Exception 3, Part 2 of Section 4 of this Policy or Part 4 of Section 4 or Part 8 of Section 4 but for the terms of this Condition.

Fraudulent claims

- 10 If any claim upon this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

Conditions Section 5

In regard to Commercial Legal Protection please refer to Section 5 of this policy.

General exclusions - all sections (Excluding Section 5)

This policy does not cover

Radioactive contamination

- 1 (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any 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
- But as far as concerns death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of his employment by the Insured this clause shall apply only in respect of
- (i) liability of any Principal
 - (ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

Consequential loss

- 2 Consequential Loss unless otherwise specifically stated in the attached Schedule

War and kindred risks

- 3 any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power (except so far as is necessary, in respect of Section 4 of this policy, to meet the requirements of any road traffic legislation).

Sonic bangs

- 4 loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Terrorism exclusion

- 5 any liability loss damage, cost or expense of whatsoever nature (except so far as is necessary to meet the requirements of the Road Traffic Acts) directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss

For the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company maintain that by reason of this exclusion any loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Insured

Pollution (applicable to sections 1 & 2)

- 6 loss or destruction or damage caused by pollution or contamination but this shall not exclude destruction of or damage to the Property Insured not otherwise excluded caused by
 - (i) pollution or contamination which itself results from a defined contingency
 - (ii) a defined contingency which itself results from pollution or contamination.

Changes in water table levels (applicable to sections 1 & 2)

- 7 damage or consequential loss attributable solely to change in the water table level.

Date recognition

- 8 liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any
- (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware programme computer data processing equipment telecommunication equipment or systems or any similar device
 - (b) media or systems used in connection with any of the foregoing

whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or to correctly manipulate interpret transmit return calculate or process and date data information command logic or instruction as a result of

- (i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Exception to date recognition

Provided always that this exclusion shall not apply to:

- 1 Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and / or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by
Fire lightning explosion aircraft and other aerial devices 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 impact by any road vehicle or animal or stealing only where these covers are provided by the Policy
The foregoing Exemption to this Date Recognition exclusion will not apply to any claim arising from any legal liability legal cost or expense of the Insured
- 2 any claim otherwise indemnifiable under this Policy in respect of Employers Liability (Section 3 Occurrence 1)
- 3 any claim otherwise indemnifiable under this Policy in respect of the use of a Motor Vehicle.

Confiscation

- 9 damage occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority.

Cyber risk

- 10 (not applicable to Occurrence 1 of Section 3 Employers Liability Cover)

liability or loss arising directly or indirectly from:

1. the loss of, alteration of, or damage to,

or

2. a reduction in the functionality, availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, including but not limited to computer virus, worm, logic bomb, or trojan horse.

Exclusions Section 5

In regard to Commercial Legal Protection please refer to Section 5 of this policy.

Section 1 - Material damage

The Company agrees that if any of the Property Insured described in the Schedule be lost destroyed or damaged by any of the Contingencies in force as specified in the Schedule the Company will pay to the Insured the value of the property at the time of its loss or destruction or the amount of the damage or at the Company's option reinstate or replace such property or any part of it.

Definitions

A The property insured under the respective column headings in the Specification is as follows:-

- 1 **Buildings** situate at the Premises described in the Specification
 - (a) The term "Buildings" includes
 - 1 landlords fixtures and fittings
 - 2 outbuildings
 - 3 walls gates and fences
 - 4 piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insured's responsibility
 - 5 yards car-parks roads and pavements.
- 2 **Contents** therein and thereon the property of the Insured or held by them in trust for which they are responsible
 - (a) The term "Contents" **includes**
 - 1 tenants' improvements alterations and decorations
 - 2 so far as they are not otherwise insured employees' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding **€1,300** in respect of any one person
 - 3 contents of outbuildings
 - 4 contents in the open yards
 - 5 money cheques stamps bonds credit cards or securities of any description but only in respect of loss destruction or damage under
 - (i) Contingencies A-L for an amount not exceeding €3,300
 - (ii) Contingency O (if in force) as defined herein.
 - 6 documents, manuscripts and business books but only for the cost of the materials and of clerical labour expended in reproducing such records
 - 7 computer systems records but only for an amount not exceeding **€13,000** in respect of the cost of the materials and or clerical labour and computer time expended in reproducing such records
 - (b) The term "Contents" **excludes**
 - 1 landlord's fixtures and fittings
 - 2 stock and materials in trade
 - 3 money cheques stamps bonds credit cards or securities of any description in respect of loss destruction or damage under Contingency M
 - 4 any expense in connection with the production of information to be recorded in documents manuscripts business books or computer systems records
 - 5 any amount exceeding **€3,300** in respect of any one pattern model mould plan or design or set of same
 - 6 vehicles licensed for road use including accessories thereon
 - 7 jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specifically included.
- 3 **Stock and materials** in Trade therein and thereon the property of the Insured or held by them in trust for which they are responsible.
- 4 **Miscellaneous property** as described in the Specification.

B The word "DAMAGE" in capital letters shall mean loss or destruction of or damage to the Property Insured.

C The words "DEFINED CONTINGENCY" 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.

Limits of liability

The liability of the Company under Contingencies A-M shall not exceed in respect of:

- (i) any one item - the Sum Insured thereon as stated in Columns 1 2 3 and 4 of the Schedule
- (ii) all loss or damage during any one period of insurance - the Total Sum Insured as stated in Column 5 of the Schedule.

Contingencies

A FIRE but excluding DAMAGE caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c) (i) its own spontaneous fermentation or heating or
- (ii) its undergoing any heating process involving the application of heat.

B LIGHTNING

C EXPLOSION

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire

- (iii) otherwise but excluding DAMAGE caused by or consisting of the bursting of a boiler 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.

D AIRCRAFT or other aerial devices or articles dropped therefrom.

E EARTHQUAKE

F RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS or persons taking part in labour disturbances or MALICIOUS PERSONS excluding

- (a) DAMAGE arising from cessation of work
- (b) as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
 - (i) DAMAGE by stealing
 - (ii) DAMAGE in respect of any building which is empty or not in use.

G SUBTERRANEAN FIRE

H STORM OR FLOOD excluding

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

I ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE excluding

- (a) DAMAGE by water discharge or leaking from any automatic sprinkler installation
- (b) DAMAGE in respect of any building which is empty or not in use

J IMPACT by any road vehicle or animal

K ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION in the premises not caused by

- (a) freezing whilst the building in so far as it is in the Insured's ownership or tenancy is empty or not in use
- (b) explosion earthquake subterranean fire or heat caused by fire.

L ANY ACCIDENTAL CAUSE (ALL RISKS) EXCLUDING

- (a) DAMAGE caused by or consisting of
- (i) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
 - (ii) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
 - (iii) the bursting of 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
 - (iv) 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.
- (b) DAMAGE caused by or consisting of
- (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
 - (ii) change in temperature colour flavour texture or finish
 - (iii) stealing or attempted stealing.
- DAMAGE consisting of
- (iv) joint leakage failure of welds cracking fracture collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
 - (v) mechanical or electrical breakdown or derangement 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 CONTINGENCY or from any other accidental loss destruction or damage
 - (b) subsequent DAMAGE which itself results from a cause not otherwise excluded
- (c) DAMAGE caused by or consisting of
- (i) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
 - (ii) normal settlement or bedding down of new structures
 - (iii) acts of fraud or dishonesty
 - (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (d) destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a DEFINED CONTINGENCY in so far as is not otherwise excluded
- (e) DAMAGE in respect of moveable property in the open fences and gates caused by wind rain hail sleet snow flood or dust
- (f) DAMAGE
- (i) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
 - (ii) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning or service or repair
- (g) DAMAGE
- (i) caused by freezing
 - (ii) caused by escape of water from any tank apparatus or pipe
 - (iii) 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
- (h) DAMAGE in respect of
- (i) property in transit (unless on the Premises)
 - (ii) fixed glass
 - (iii) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
 - (iv) computers or data processing equipment
- other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded

- (i) DAMAGE in respect of money cheques stamps bonds credit cards or securities of any description other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded for an amount not exceeding €3,300
- (j) DAMAGE in respect of
 - (i) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
 - (ii) 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
 - (iii) land roads pavements piers jetties bridges culverts or excavations
 - (iv) livestock growing crops or trees
 - (v) jewellery precious stones precious metals bullion furs curiosities works of art or rare books
 unless specially mentioned as insured by this section.
- (k) property which at the time of the happening of DAMAGE is insured by or would but for the existence of this policy 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
- (l) any property more specifically insured by or on behalf of the Insured

M STEALING OR ATTEMPTED STEALING involving

- (a) entry into or exit from the Building(s) (limited to that part of the Premises as stated in the Schedule) by forcible and violent means or
- (b) assault or violence or threat thereof to the Insured or any employee of the Insured

Including DAMAGE to the Building(s) falling to be borne by the Insured consequent upon such Stealing or attempt thereat

Excluding

- (i) DAMAGE to money securities coins stamps jewellery watches furs precious metals precious stones or articles composed of any of them curios sculptures rare books paintings or works of art
- (ii) DAMAGE to stained or plate glass or any decoration or lettering thereon
- (iii) DAMAGE occasioned by or through any person lawfully on the premises or caused by or with the connivance of any member of the Insured's household or any employee of the Insured
- (iv) DAMAGE caused by fire or explosion however caused
- (v) DAMAGE to property in any garden yard or open space or any stable garage outbuilding or other building not communicating with the main premises unless specially mentioned.

Replacement of Locks

This policy section extends to indemnify the insured in respect of costs necessarily incurred in replacing locks and / or locks mechanisms relative to the security of the premises resulting from the theft of the insured's keys from the premises or from the homes of the insured's authorised keyholders.

Provided that:

- (a) There are visible signs of forcible entry into or exit from such premises and
- (b) The replacement locks are of similar quality to those changed and
- (c) The maximum liability under this extension shall not exceed €650 in any one period of insurance.

N ACCIDENTAL BREAKAGE OF GLASS AND SIGNS

In the event of breakage of Glass or Sanitaryware for which the Insured is responsible at the Premises the Company will replace such property or at its option pay to the Insured the cost of replacement.

The company shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass the Company will in addition pay for any boarding up costs reasonably incurred.

Definitions

Glass

All fixed glass (including signs shelves showcases and mirrors).

Sanitaryware

Fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns.

Premises

Any premises at which property is stated to be insured in Section 1 of the Schedule.

Extensions

The Company will in addition pay for any costs reasonably incurred in respect of:-

- 1 damage to frames or framework following breakage of Glass
- 2 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
- 3 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass
- 4 accidental damage to goods incidental to the Insured's Business caused by breakage of Glass in display windows

provided that the liability of the Company under any or all of the Extensions shall not exceed €650 for any one incident.

Exceptions

This Contingency does not cover breakage

- 1 due to dilapidation of frames or framework
- 2 caused by workmen altering or repairing the Premises
- 3 in transit or while being fitted
- 4 of any item flawed or broken at the commencement of this insurance
- 5 of glass in light fittings
- 6 of glass in greenhouses or conservatories
- 7 of glass in buildings which are silent empty or not in use
- 8 by or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon

Further in respect of Signs this contingency does not cover:

- A loss or damage occasioned by or happening through repair removal or erection wear and tear depreciation or deterioration
- B loss of or damage to any part caused by mechanical or electrical defect
- C damage to tubes unless the glass is fractured.

Limits of Liability

The liability of the Company under this Extension during any one period of insurance shall not exceed the Sum Insured stated in the Schedule of the Policy.

O LOSS OF MONEY and PERSONAL ASSAULT In the event of

- (a) loss of Money
 - (b) loss of or damage to
 - (i) safe or strongroom
 - (ii) case bag or waistcoat when such are used for the carriage of Moneydirectly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise insured
 - (c) loss of or damage to clothing and personal effects being sustained by the Insured or any partner director or employee of the Insured as a result of an assault by a person attempting to steal Money
- occurring in the Situation the Company will indemnify the Insured against such loss or damage.

Definitions

Money:- Cash Bank and Currency Notes, Cheques, GiroCheques, Postal Orders, Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Current Postage Stamps, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings and Holidays with Pay Stamps, National Savings Certificates, Prize Bonds, Luncheon Vouchers, Credit Card Sales Vouchers, Trading Stamps, Gift Tokens, Consumer Redemption Vouchers, VAT Purchase Invoices and Phone Cards all belonging to the Insured or for which he has accepted responsibility.

Business Hours:- The period during which the Insured's premises or sites of contract are actually occupied for business purposes and during which the Insured or any partner director or employee of the Insured entrusted with Money are in the Premises or at sites of contract

The Situation: -

- (a) In transit
- (b) At any of Insured's sites of contract during Business Hours
- (c) In residence of the Insured or any partner director or employee of the Insured
- (d) In the Premises
- (e) In bank night safes and thereafter within bank premises until at bank's risk

all within the Republic of Ireland or the United Kingdom.

Limits of Liability

The liability of the Company under this Contingency shall not exceed in respect of

| | | |
|-------|--|-----------------------------------|
| A | any single loss of Money (other than as insured by paragraph B hereafter) | |
| (i) | in residences of the Insured or any partner director or employee of the Insured | €650 |
| (ii) | in the Premises out of Business Hours not secured in locked safe or strongroom specified in the Schedule | €460 |
| (iii) | (a) in the premises out of Business Hours secured in locked safe or strongroom specified in the Schedule | The amount stated in the Schedule |
| | (b) in unspecified locked safes or strongrooms | €1,300 in total |
| (iv) | in the hands of collectors travellers roundsmen and the like | The amount stated in the Schedule |
| (v) | in the bank night safes and thereafter within bank premises until at bank's risk | The amount stated in the Schedule |
| (vi) | any other single loss of such money | The amount stated in the Schedule |
| B | any single loss of Money consisting of Crossed Cheques, Crossed GiroCheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings Certificates, Prize Bonds, Credit Card Sales Vouchers and V.A.T. Purchase Invoices | €325,000 |
| C | (i) safe or strongroom | } Cost of repair or replacement |
| | (ii) case bag or waistcoat used for the carriage of Money | |
| D | clothing and personal effects of the Insured or any partner director or employee of the Insured | €650 for each person |

Exceptions

This Contingency does not cover

- 1 any loss arising from fraud or dishonesty of the Insured's employees not discovered within seven working days after the event
- 2 shortages due to error or omission
- 3 losses covered by a policy of fidelity guarantee insurance
- 4 loss from an unattended vehicle
- 5 any loss not notified to the Company within fourteen days after the event
- 6 any loss due to dishonoured cheques or unexplained shortages.

Personal assault extension

The Company also agrees that if as a result of an attempt by thieves to steal

- (i) Money within the situation
- (ii) Stock in trade belonging to the Insured from the Premises whilst such Premises are open for business

the Person insured shall suffer bodily injury and which injury shall independently of any other cause be the sole cause of the death or disablement as hereunder the Company will pay to the Insured or his legal personal representatives the Compensation specified in the Schedule where compensation for any of the Results specified below (excluding Results 2 (e) Fractures of Major Bones & (f) Internal Injuries Requiring Surgery - where compensation limits are as specified against each of these items below).

Definition

- 1 Person insured - The Insured or a partner or director or employee of the Insured aged not less than 16 years nor more than 70 years
- 2 Results
 - (a) Death
 - (b) Total and permanent loss of all sight in one or both eyes
 - (c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet
 - (d) Total disability (temporary or permanent) from engaging in or attending to usual employment or occupation
 - (e) Fracture(s) of the following Major Bones – Limit **€2,600** : pelvis hip leg knee-cap foot ankle arm elbow wrist hand skull shoulder blade collar bone breast bone or ribs
 - (f) Internal Injuries Requiring Surgery – Limit **€2,000**.
 - (g) Vouched Medical Expenses (not applicable where hospitalisation occurs) up to **€650**.

Compensation

- 1 Compensation Limits for Result (d) shall be
 - (i) payable for a period not exceeding 104 weeks from the commencement of the Result
 - (ii) payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt of written notice of any injury by the Company.
- 2 Compensation shall not be payable for
 - (i) any of the Results unless such Result occurs within one year of sustaining the injury causing such result
 - (ii) more than one of Results (a) (b) (c) (e) or (f) and when payable for one of those Results shall not be payable for any of the Results caused by any subsequent injury to such Person insured
 - (iii) Result (d) for any period of time subsequent to Result (a) caused by the same injury.

Exceptions

Compensation shall not be payable for death or disablement consequent upon

- (i) the Person insured having any pre-existing physical or mental defect or infirmity of which he or the Insured became aware before the commencement of any Period of Insurance for such Person insured
- (ii) pregnancy or childbirth.

Special Conditions

- 1 **Reasonable Precautions** (as per General Condition 2 of this Policy) are understood
 - (a) to include the removal off the Premises out of Business Hours of keys to safes and strongrooms
 - (b) to extend to the selection and supervision of employees.
- 2 The interest of the Insured under this Contingency shall not be assignable except with the written consent of the Company.

3 Custodians Clause

It is a condition precedent to liability under this Contingency that Money in transit as insured under Limit of Liability A(vi) is accompanied by one or more Custodians in accordance with the following Scale:-

SCALE

| Amount of money at risk at any one time | Number of Custodians required |
|---|---|
| Up to but not exceeding €4,000 | One |
| Exceeding €4,000 but not exceeding €10,000 | Two |
| Exceeding €10,000 but not exceeding €16,000 | Three |
| Exceeding €16,000 | N.B. Limit per person €6,000 |
| (a) In Transit | (a) Approved security firm required |
| (b) Otherwise | (b) Subject to agreed security arrangements approved by Company |

Note 1: Provision of additional Custodians does not per se increase the Policy Limits of Liability (which are as stated in the policy). Any increase in the Limits of Liability must be agreed with the Company and endorsed on the Policy.

Note 2: A Custodian is defined as a person who

- (i) is a fully responsible adult of at least eighteen years of age and
- (ii) is charged with direct responsibility for security of said money.

Note 3: Any provisions of the Policy which automatically increase or escalate sums insured or monetary limits of the Companys' liability do not per se increase the maximum amount of money permitted to be at risk at any one time for the given number of Custodians in terms of the above Scale.

Note 4: The provisions referred to in Note 3 shall not automatically increase Limit of Liability A(vi) to an amount in excess of €16,000 until special security arrangements have been agreed with the Company and are in effective operation.

4 Requirement to Record Cheques etc.

It is a precondition of any claim under this Contingency for loss of Crossed Cheques Crossed GiroCheques Crossed Postal Orders Crossed Money Orders Crossed Bankers' Drafts or Credit Card Sales vouchers that such instruments shall have been recorded by the Insured immediately upon receipt thereof as to the amount of each individual instrument and its essential identification. Essential identification comprises the type of instrument the date of issue the serial number and where relevant the name and address or the Bank account number of the Drawer. The record of such Money must be produced in support of any claim.

5 National Lottery Tickets

The Insured shall as Retail Sales Agent for Lottery Tickets comply with the normal rules of An Post National Lottery Company attaching to the agency for the sale of such tickets including the recording of the Serial Numbers of such tickets

- (a) immediately on receipt thereof
- (b) as regards the first and last ticket sold each day

The record of such numbers shall be kept separately from the tickets themselves.

In the event of such lottery tickets being lost destroyed damaged or stolen the Insured shall give immediate notice thereof to An Post National Lottery Company and to the Gardai.

P ACCIDENTAL DAMAGE TO MACHINES AND EQUIPMENT

Cover

In the event of the Specified Machines and Equipment as described in the Schedule being lost or damaged by fire theft or accidental external means whilst in the Premises (or elsewhere if specified in the Schedule or by endorsement hereon) the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

Limits of Indemnity

The liability of the Company under this Contingency during any one Period of Insurance shall not exceed

- (a) in respect of any one item of Specified Machines and Equipment the sum stated in the Schedule thereon
- (b) in respect of all loss or damage the total sum insured on items of Specified Machines and Equipment as stated in the Schedule.

Exceptions

This Contingency does not cover

- (a) damage arising from atmospheric conditions wear and tear depreciation gradual deterioration any process of cleaning or restoring or from adjustment repair or dismantling of any part of the Specified Machines and Equipment or loss or damage to any part whilst removed from its normal working position
- (b) loss or damage arising from mechanical breakdown of any machine or any part thereof
- (c) loss or damage to any part of any machine by its own ignition electrical breakdown or burn out
- (d) loss or damage to records films or tapes other than by fire or theft (and then only for their value as unused material).

Q COMPUTERS

Cover

The Company will indemnify the Insured against

Part A1

Accidental Damage to Property

sudden and unforeseen loss of or material damage to an item of Property resulting from any cause other than Breakdown

Part A2

Breakdown of Property

damage to an item of Property resulting from the actual breaking distortion or electrical burn-out of any part whilst in use arising from defects in the item of Property causing sudden stoppage of its function and requiring its repair or replacement excluding damage caused by fire or by any cause external to the Property

Provided that there shall be no liability under Part A2 for the Breakdown of any Computer which is not the subject of a maintenance contract with a competent computer maintenance firm affording free parts and free labour for repairs necessitated by Breakdown arising from wear and tear or the fault of the maintenance firm. This proviso shall be of no effect in respect of any computer whilst it is the subject of a guarantee provided by the manufacturer or supplier under which equivalent services are afforded.

The Property

| Item | Description |
|------|--|
| 1 | Computers owned by the Insured or for which the Insured is responsible and notified to the Company while situated anywhere in the World. |

Definition

Computer means all parts of the electronic data processing installation including tapes cards disks and disk packs and any other data carrying media.

Basis of Settlement

Reinstatement and Indemnity

- 1 In respect of loss of or damage to an item of Property for which at the time of loss or damage all parts are obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the basis of indemnity under Parts A shall be Reinstatement of the Property lost or damaged and Reinstatement shall mean
 - (a) where the Property is lost its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
 - (b) where the 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

Provided that

- (i) the work of Reinstatement is commenced and carried out with reasonable despatch
- (ii) 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 had been lost exceeds the Amount of Indemnity for Parts A stated in the Schedule then the Insured shall be his own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

- 2 In respect of loss of or damage to an item of Property not falling within the terms of 1 the basis of indemnity under Parts A shall be
- (a) where the Property is lost the cost of replacement by similar property of modern manufacture obtainable at listed prices
 - (b) where the Property is damaged
 - (i) if all the necessary parts to repair the damage to the Property are obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the cost of repair of the damage to the Property
 - (ii) if all the necessary parts to repair the damage to the Property are not obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the cost of an equivalent repair to similar property of modern manufacture in respect of which all spare parts are obtainable from the manufacturer or the agents or factors of the manufacturer at listed prices

Provided that

- 1 the work of replacement or repair is commenced and carried out with reasonable despatch
- 2 where eighty five per cent of the listed price of similar property of modern manufacture at the time of the loss or damage to the item of Property exceeds the Amount of Indemnity for Parts A stated in the Schedule then the Insured shall be his own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

Extensions

Incompatibility of Computer Records

In the event of a claims settlement resulting in the replacement of Property insured under Parts A with property which is incompatible with the Insured's undamaged computer data and program records the Company will additionally indemnify the Insured against

- (a) costs of modification of the Property
- (b) costs of replacing and/or reinstating programs and/or data necessarily and reasonably incurred with the consent of the Company to achieve compatibility

Provided that the liability of the Company under this extension shall not exceed €13,000.

Additional Rental Charge

If as a direct result of loss or damage insured under this Policy the lease/hire contract in force at the time of the accident in respect of the lost or damaged Property is cancelled and replaced by a new one in respect of similar property to that lost or damaged at a rental charge rate above that payable under the cancelled contract the Company will additionally indemnify the Insured against the additional rental charges to be paid during the two years commencing from the time of such loss or damage Provided that the total liability of the Company under this extension shall not exceed €13,000.

Increased Cost of Working/Reinstatement of Data

In the event of

- (a) accidental damage or Breakdown for which the Company is liable under Parts A above or would be liable but for the application of any Excess
- (b) total or partial failure of the public supply of electricity at the terminal point of the supply undertaking's feed to the Insured premises which is not caused by a deliberate act of the supply undertaking unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking's system or not caused by a scheme of rationing unless necessitated solely by physical damage to a part of the supply undertaking's system
- (c) the accidental or malicious erasure destruction distortion or corruption of data or programs on the Property resulting from an identifiable cause but excluding the permanent or temporary loss of or loss of use of or inaccessibility of data or programs directly resulting from pre-existing faults in or unsuitability of programs or computer systems software
- (d) prevention or hindrance of the use of or access to an item of Property caused by damage to or destruction of any property at or in the vicinity of the premises containing such item
- (e) the total failure of the electricity supply to an item of Property resulting from sudden and unforeseen loss of or material damage to the distribution wiring within the premises in which the Property is situated
- (f) the failure of any telecommunications network used with the Property which is not caused by the deliberate act of the telecommunications authority unless performed for the sole purpose of protecting a part of its equipment or not due to industrial action by any of the authorities's employees or is not caused by use by the Insured of machinery and equipment which has not been accepted by the authority as properly installed and compatible with their network

the Company will additionally indemnify the insured against the increase in cost of working including the cost of reinstating data onto data carrying media arising therefrom and the amount payable as indemnity is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the Business which but for such expenditure would have taken place in consequence thereof during the period beginning with the occurrence thereof and ending not later than twelve months immediately thereafter during which the results of the Business shall be affected in consequence thereof. This indemnity includes reasonable charges payable by the Insured to their professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required under the Claims Conditions and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents

Provided that

- 1 the total liability of the Company under this extension shall not exceed the sum of
 - (a) €33,000 for increased costs of working excluding costs of reinstatement of data
 - (b) €13,000 for the costs of reinstating data and programs
- 2 the Company shall not be liable for increased costs of working excluding costs of reinstatement of data incurred during the first forty-eight hours following a Breakdown for which the Company is not liable under Part A2 apart from the application of any Excess.

Consulting Engineers' Fees & Claims Investigation Costs

The Company will additionally indemnify the Insured under Parts A against the costs of Consulting Engineer's Fees incurred with the consent of the Company in investigating possible repairs (whether or not successful) and/or the reinstatement of an item of Property. Such costs will be paid in addition to the indemnity under Parts A.

Temporary Repairs & Expediting Permanent Repairs

The Company will additionally indemnify the Insured under Parts A against the reasonable additional expenses incurred with the consent of the Company in making a temporary repair or in expediting a permanent repair to an item of Property.

Provided that the total liability of the Company in respect of all such additional expenses shall not exceed €6,500.

Removal of Debris/Protection from Further Damage

The Company will additionally indemnify the Insured under Parts A against the costs and expenses necessarily incurred by the Insured with the consent of the Company in

- (a) removing debris of
- (b) dismantling and/or demolishing
any part of an item of Property which has sustained loss or damage insured under either of these Parts
- (c) protecting any part of an item of Property whether damaged or not provided that this is necessitated by insured loss or damage

Provided that the total liability of the Company under this extension shall not exceed €6,500.

Discharge of Gas Flooding Systems

The Company will additionally indemnify the insured against the cost of refilling the cylinders or tanks of any gas flooding system installed solely to protect the Property following the discharge of such system. Provided that the total liability of the Company under this extension shall not exceed €6,500.

Automatic Cover

The Property described in the Schedule shall be deemed to include any other property of a similar class or type to that so described installed after the inception of the Policy provided that

- (a) such property shall be insured only to the same extent as property of a similar class or type
- (b) such property shall be in satisfactory working order when installed
- (c) the total Amounts of Indemnity for Parts A shall not be increased by more than €65,000 in respect of such property
- (d) the Insured shall notify the Company of the installation in writing as soon as possible thereafter and in any event before the expiry of the current Period of Insurance or within Two Hundred Days of the commencement of the installation whichever is the longer
- (e) the Insured shall pay to the Company the additional premium required by the Company for the insurance of such property.

Special Provisos

Waiver of Subrogation Rights

- 1 The Company will waive any rights against
 - (a) any Parent and/or Subsidiary Company of the Insured provided that the Insured does not receive any form of indemnity or damages or otherwise from such Company
 - (b) any authorised user of the Property in the exercise of the authority granted provided that such user shall in like manner to the Insured be subject to the terms conditions and exceptions of the Policy.

Automatic Reinstatement of Amounts of Indemnity

- 2 No amount of Indemnity shall be reduced by the amount of any loss.

Special Conditions

Precautions

- 1 The Insured shall at all times take precautions to keep the Property in a proper state of maintenance and repair including the maintenance and storage of both current and back-up computer records and to prevent accident or loss. The Insured shall immediately notify the Company of any changes which materially alter the risks covered by the Policy. The Company may at any time by notice in writing to the Insured suspend the insurance provided in connection with any item of Property until the requirements of the Company have been fulfilled and in such event the Company will return a proportionate part of the premium.

Value Added Tax

- 2 To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax all terms in this Section shall be exclusive of such Tax.

Settlement

- 3 In the event of loss of or damage to any item of Property for which indemnity is provided under this Section the Company may at its option reinstate replace or repair the item or may pay in cash the amount of the loss or damage. The Company shall not be liable for the cost of any reinstatement replacement or repair undertaken without its written consent.

Exclusions

This Section excludes

Wear etc.

- (a) repairs or replacements necessitated solely by wasting wearing away or wearing out caused by or naturally resulting from ordinary use or working rusting or gradual deterioration of any part of an item of Property but the Company shall be liable for the cost of damage insured by this Policy resulting from such causes

Confiscation by Customs

- (b) loss or damage arising from confiscation detention requisition or destruction by Customs or other Officials or Authorities occurring outside the European Community

Consequential Loss

- (c) under Parts A the cost of reinstatement of data or programs and consequential loss or liability of any nature whatsoever.

Limits of Indemnity

The liability of the Company under either Part A1 or A2 shall not exceed in respect of any item of Property the sum stated in the Schedule against the item as the Amount of Indemnity for these Parts plus any extra amounts for which the Company is liable under the Extensions.

R GOODS IN TRANSIT

Cover

- 1 (a) in the event of the Property as defined being lost or damaged whilst in the Situation the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage
(b) the Insured's own sheets, ropes, chains, toggles or packing materials on Vehicles – Liability unlimited in amount
(c) Personal Effects of the Insured's drivers not otherwise more specifically insured whilst in any Vehicle – limit any one driver any one loss of €650
- 2 Costs and expenses necessarily incurred in
(a) transferring to any vehicle and/or carrying to original destination or to place of collection the Property necessitated by collision, overturning or impact with any object
(b) removal of debris and site clearance consequent upon loss of or damage to the Property
up to a limit any one loss of €3,300

Definitions

The Property: Stock and Materials in trade belonging to the Insured or for which the Insured is responsible.

Personal Effects: Personal possessions of the Insured's driver excluding cash, bank notes, credit cards, watches and jewellery.

Tools: Tools, tool kits or test equipment connected with the Business owned by or the responsibility of the Insured.

The Situation: Whilst in transit by the means specified in the Schedule (including loading and unloading and temporary housing in course of transit) anywhere within Ireland Excluding whilst at the Insured's premises when such premises are closed for business.

Exceptions

The Company shall not be liable under this Section in respect of

- 1 loss or damage due to vermin insects mildew rust depreciation deterioration or changes brought about by natural causes
- 2 delay loss of market or other consequential loss of any kind
- 3 loss or damage by theft committed or connived at by any employee of the Insured
- 4 (a) livestock bank or treasury notes bullion cash furs jewellery watches tools precious metals or stones nonferrous metals in raw or scrap form clothing sports goods tobacco cigars cigarettes spirits television sets audio and/or video equipment/tapes refrigerated chilled cooled and/or insulated goods unless specified in the schedule
(b) any property carried by the Insured for hire or reward or accompanying commercial travellers
- 5 loss or damage caused by or attributable to default in packing or incorrect or insufficient addressing
- 6 the excess stated in the Schedule (other than loss or damage caused by fire).

Clauses

- 1 The Company shall not be liable in respect of the Property contained in any of the Insured's vehicles (or vehicles within their control) whilst left unattended overnight unless such vehicle is garaged within a securely locked building.
- 2 The Company shall not be liable in respect of loss or damage to the Property due to theft from any of the Insured's own vehicles (or vehicles within their control) unless such vehicle is locked whilst left unattended.

Limits

The liability of the Company under this Section for any single loss or damage shall not exceed in respect of

Item 1 - the Limit per vehicle stated in the Schedule

Item 2 - the Limit any one sending stated in the Schedule.

S FROZEN FOOD

Cover

Loss of or damage to foodstuffs the property of the Insured or held by them in trust or on commission for which they are responsible whilst contained in the Refrigeration Plant detailed in the Schedule by deterioration, contamination or putrefaction caused by or arising from

- (a) rise or fall in temperature as a result of
 - (i) the breaking, distortion or burning out of any part of the Plant (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the Plant occurring whilst the Plant is being used under normal working conditions
 - (ii) non-operation of the thermostatic or automatic controlling devices forming part of the Plant
 - (iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority
- (b) accidental leakage of refrigeration or refrigerant fumes from the Plant.

Exceptions

Loss of or damage resulting from wear and tear, deterioration gradually developing flaws or defects in the Plant or incorrect setting of thermostats or automatic controls.

Warranty

Warranted that on the expiry of any guarantee period the Insured shall effect a maintenance contract on any of the Refrigeration Plant which does not have hermetically sealed motors and compressors.

Special clauses, conditions and extensions applicable to section 1

The condition of average

- 1 The Sums Insured by each item of this Section (other than Contingencies N O and Q) relating to property are declared to be subject to Average. Whenever a sum insured is declared to be subject to Average if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

Architects' surveyors' consultants' legal and other fees

- 2 The Insurance by each item of this Section of the Policy on Buildings and Contents includes an amount in respect of Architects' Surveyors' and Consulting Engineers' Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each item.

Automatic cover

- 3 The Insurance by this Section shall subject to its terms and conditions extend to cover
 - (a) any newly acquired and/or newly erected Buildings and Contents in-so-far as the same are not otherwise insured and
 - (b) alterations additions and improvements to Buildings and Contents but not in respect of any appreciation in value anywhere in the Republic of Ireland Northern Ireland and Great Britain provided that -
 - (i) at any one situation this cover shall not exceed 10 per cent of the total sum insured on such property hereby or €650,000 whichever is less
 - (ii) the Insured undertakes 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 Insurers liability
 - (iii) the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

Change of temperature

- 4 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 may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire Lightning and Explosion as defined herein or any other peril insured hereby subject to the terms limitations and conditions of the Policy.

Clearing drains

- 5 The Insurance by Column (1) extends to cover expenses necessarily incurred in clearing cleaning and/or repairing drains gutters sewers and the like in consequence of Fire or other Contingencies hereby insured against on the Insured's own Premises.

Contract price

- 6 In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which following DAMAGE is cancelled by reason of its conditions wholly or to the extent of the DAMAGE the liability of the Insurer shall be based on the contract price. For the purpose of this insurance the value of all goods to which this clause could apply in the event of DAMAGE shall also be similarly ascertained on this basis.

Contracting purchaser's interest

- 7 If at the time of DAMAGE the Insured shall have contracted to sell his interest in any building hereby insured and the purchase shall not have been but shall be thereafter completed the purchaser on completion of the purchase (if and so far as the property is not otherwise insured against such DAMAGE by him or on his behalf) shall be entitled to benefit under this policy without prejudice to the rights and liabilities of the Insured or the Insurer until completion.

Construction and heating of buildings

- 8 Unless otherwise stated in the Schedule the buildings are constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos and not artificially heated other than by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open, overhead gas or electric appliances or by gas or electric fires in offices only.

Customers' goods

- 9 In so far as such property is not otherwise insured the insurance by this Policy extends to cover goods of the customers of the Insured for which the Insured have made themselves responsible even though such goods shall have been bought and paid for.

Designation

- 10 For the purpose of determining where necessary the heading under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books.

Electrical plant

- 11 If any electrical plant or fittings shall be damaged or destroyed by fire occasioned by self-ignition overrunning excessive pressure short circuiting self-heating or leakage of electricity the Company shall not be liable for damage or destruction in respect of the particular piece of plant or fitting 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.

Excess (insured's contribution) clause

- 12 The Company shall not be liable for the first €125 of each and every loss as ascertained, after the application of all other terms and conditions of this section including any Condition of Average (underinsurance), in respect of Contingencies A-S inclusive.

Fire brigade charges

- 13 The Company will indemnify the Insured in respect of such Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under this Section of the Policy. The Company's liability in respect of these charges shall not exceed €6,500.

Explosion

- 14 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 destruction or 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.

Garda response to alarms

- 15 It is a condition precedent to liability under Contingency M of this Section that in the event of the Insured receiving notification from the Garda Síochana regarding the withdrawal of their services in responding to alarm calls the Insured shall immediately send such notification to the Company.

Internal transfers

- 16 The Insurance in respect of Stock and Materials and Contents applies to property as therein defined transferred between premises insured by the Section 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 Items under Contents and Stock hereof or €33,000 whichever is the less in respect of any such transfers at any one time.

Mortgages

- 17 The act or neglect of any Mortgagor or occupier of any building hereby insured whereby the risk of DAMAGE is increased without the authority or knowledge of any Mortgagee shall not prejudice the interest of the latter party (parties) in this insurance provided they shall notify the Insurer immediately on becoming aware of such increased risk and pay additional premium if required.

Motor vehicles

- 18 Permission is given for Motor Vehicles in connection with the Insured's business to be housed as required in any of the within described buildings. Motor Vehicles and their contents more specifically insured are excluded from the insurance by this Section except in respect of any amount over and above that recoverable under such specific insurance.

Non-invalidating clause

- 19 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 providing that the Insured immediately they become aware thereof shall give notice to the Insurer and pay an additional premium if required.

Notice of unoccupancy

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

Public authorities' clause

- 21 Subject to the following special conditions the insurance by items under Buildings and Contents extends to include such additional cost of reinstatement of the lost 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/Parliament or with Bye-Laws of any Public Authority excluding
- (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 loss destruction or damage not insured by the policy
 - (iii) under which notice has been served upon the Insured or any lessee tenant or sub-tenant prior to the happening of the DAMAGE
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged
 - (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any other aforesaid Regulations or Bye-Laws not arisen
 - (c) the amount of any 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.

Special Conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as the Insurer may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
- 2 If the liability of the Insurer 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 Insurer under this extension (in respect of any such item) shall be reduced in like proportion.
- 3 The total amount recoverable under any item of the policy shall not exceed its sum insured.
- 4 All the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

Protections

- 22 (a) The Company shall not be liable under Contingency M for any loss or damage arising whilst the Premises are left without a responsible adult therein unless at such time all the fastenings and protections existing on the Premises at the inception of the insurance under this Contingency including any Additional Protection as indicated in the Schedule are in full and effective operation.
- (b) (only applicable if an alarm system forms part of required Additional Protection as indicated in the Schedule) It is a condition precedent to any liability under Contingency M that the Premises are protected by an Intruder Alarm installed inspected and maintained under contract by the Alarm Company named in the Schedule in accordance with their Specification identified by Date in the Schedule.

Re-erection of plant and machinery

- 23 The insurance by items covering Machinery and Plant includes the cost of re-erecting fitting and fixing machinery and plant consequent upon destruction or damage by any of the contingencies hereby insured against.

Reinstatement memorandum

24 Subject to the following special conditions the basis upon which the amount payable in respect of property insured by items under Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed provided the liability of the Insurer is not increased may be carried out
 - (i) in any manner suitable to the requirements of the Insured
 - (ii) upon another site
- (b) in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

Special Conditions

- 1 The liability of the Insurer for the repair or restoration of property damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any DAMAGE the liability of the Insurer shall not exceed that proportion of the amount of the DAMAGE which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
 - (a) unless reinstatement commences and proceeds without unreasonable delay
 - (b) until the cost of reinstatement shall have been actually incurred
 - (c) if the property insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- 4 All the terms and conditions of the policy shall apply
 - (a) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
 - (b) where claims are payable as if this memorandum had not been incorporated.

Reinstatement of the amount of any loss

25 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.

Removal of debris

26 It is understood that the insurance of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company 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 destroyed or damaged by fire or by any other contingency hereby insured against.

The liability of the Company under this clause and the Section in respect of any item shall

- 1 in no case exceed the sum insured thereby
- 2 in respect of stock, be limited to 10% of the respective stock sum insured or €33,000 whichever is the lesser.

The Company will not pay for any costs or expenses

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

Rent

27 Any insurance on rent applies only if the said buildings or any part thereof are unfit for occupation in consequence of their destruction or damage and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

Republic of Ireland (general) warranties

- 28 1 The maximum number of machines for woodworking by power not to exceed the numbers allowed as indicated in the policy Schedule (or any endorsement on the Policy) in any Building referred to
- NB - Portable hand machines are allowed.
- 2 No painting or other surface treatments involving the use of highly flammable liquids other than in accordance with the recommendations agreed between the Insured and the Company in connection with Spraying and other Painting Processes involving the use of Highly Flammable Liquids.
- 3 All trade waste to be removed outside the Buildings daily.
- 4 Any firebreak doors or shutters must be kept closed except during working hours and be maintained in efficient working manner.

Spontaneous combustion

- 29 Notwithstanding anything contained to the contrary in the contingencies insured under this Section the insurance by this Section extends to cover destruction or damage by fire only of or to coal coke and wood caused by its own spontaneous fermentation heating or combustion.

Subrogation wavier

- 30 In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which they may become entitled by subrogation rights against
- (a) Any company 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 company 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.

Temporary removal clause

- 31 1 The property insured by this policy (other than stock if insured) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in the Republic of Ireland Great Britain and Northern Ireland.
- 2 The liability of the Insurer under this extension in respect of each item of the policy for any DAMAGE occurring elsewhere than at the within mentioned premises shall not exceed 10% of the sum insured by the item.
- 3 This extension does not apply to property in so far as it is otherwise insured nor as regards loss occurring elsewhere than at the premises from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use.

Temporary removal (documents)

- 32 The insurance of deeds and other documents (including stamps thereon) manuscripts plans and writings of every description and books (written and printed) extends to cover such property for an amount not exceeding 10% of the value thereof whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland.

This extension does not apply to

- (a) computer systems records
- (b) property in so far as it is otherwise insured.

Temporary removal (computer systems records)

- 33 The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland. This extension does not apply to property in so far as it is otherwise insured.

Workmen

- 34 Workmen are allowed on the within mentioned premises for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

Section 2 - Business interruption

This cover is applicable to the Insured's Business and Premises specified in the Schedule

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with as a consequence of DAMAGE (being loss or destruction of or damage to property used by the Insured at the Premises for the purpose of the Business) by any of the Contingencies A-M specified as being insured in Section 1 then the Company will pay to the Insured in respect of each item shown as insured in the Schedule the amount of loss resulting from such interruption or interference provided that the liability of the Company shall not exceed

(i) in respect of Increase in Cost of Working/Income/Gross Profit/Tax Relief/Rent Receivable the sum insured by each item

(ii) 133 $\frac{1}{3}$ % of the sum insured on Estimated Income/Estimated Gross Profit/Estimated Tax Relief

(iii) in respect of each other item its sum insured

as stated in the Schedule at the time of the DAMAGE.

In respect of **Increase in Cost of Working**

The amount payable as indemnity in respect of Increase in Cost of Working shall be the additional expenditure necessarily and reasonably incurred during the Indemnity Period in respect of fitting up of temporary premises removal costs and expenses incidental thereto including increased rent lighting and heating charges and other similar expenses.

Inner limit of liability:

In the first 3 months of the Indemnity Period up to 50% of the Sum Insured

In respect of **Income**

The Insurance under this item is to reimburse the Insured in respect of (a) Loss of Income and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) **In respect of loss of Income**

the amount by which the Income during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Income.

(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 reduction in Income 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 Income thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Income which cease or reduce in consequence of the DAMAGE.

Underinsurance

If the Sum Insured on Income by this Cover be less than the Annual Income (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Income

The money paid or payable to the Insured for services rendered in the course of the Business at the Premises

Annual Income

The Income during the twelve months immediately before the date of the DAMAGE

Standard Income

The Income during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE

In respect of **Gross Profit**

The Insurance under this Item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) In respect of Reduction in Turnover

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Turnover

(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 reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE

Underinsurance

If the Sum Insured on Gross Profit by this Cover be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

Gross Profit

The amount by which -

- (i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

Note:

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

Uninsured Working Expenses

Purchases (less discounts received) and discounts allowed.

Note:

The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

Rate of Gross Profit

the rate of gross profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

Annual Turnover -

the Turnover during the twelve months immediately before the date of the DAMAGE

Standard Turnover -

the Turnover during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE.

In respect of **Tax Relief**

The Insurance under this Item is to reimburse the Insured in respect of (a) Reduction in Tax Relief and (b) Increase in Cost of Working and the amount payable as indemnity shall be

- (a) **In respect of Reduction in Tax Relief:** the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would but for the damage have been entitled in the said financial year or years
- (b) **In respect of Increase in Cost of Working:** so much of the additional expenditure described in Clause (b) of the respective Gross Profit Item as exceeds the amount payable thereunder but not more than the additional amount which would have been payable under Clause (A) of this item had such expenditure not been incurred.

Tax Relief: The statutory relief from or reduction in the standard rate of Corporation Tax to which the Insured is entitled in the course of the Business at the premises.

In respect of **Rent Receivable**

The Insurance under this item is to reimburse the Insured in respect of (a) Loss of Rent Receivable and (b) Increase in Cost of Working and the amount payable as indemnity 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 reduction in 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 any expenses of the Business normally payable out of Rent Receivable which cease or reduce in consequence of the DAMAGE provided that

Underinsurance

if the Sum Insured or Rent Receivable by this Cover is less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Rent Receivable

The money paid or payable to the Insured for accommodation and services provided in course of the business Premises

Annual Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE

Standard Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE

In respect of **Estimated Income**

The Insurance under this Item is to reimburse the Insured in respect of (a) Loss of Income and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) **In respect of loss of Income**

the amount by which the Income during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Income

(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 reduction in Income 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 Income thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Income which cease or reduce in consequence of the DAMAGE.

Income

The money paid or payable to the Insured for services rendered in the course of the business at the Premises.

Estimated Income

The amount declared by the Insured to the Company as representing not less than the Income which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof were the Maximum Indemnity Period exceeds twelve months).

Standard Income

The Income during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period.

In respect of **Estimated Gross Profit**

The Insurance by this Item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) In respect of Reduction in Turnover

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of DAMAGE fall short of the Standard Turnover

(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 reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE.

Turnover

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

Gross Profit

The amount by which -

- (i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses

Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

Estimated Gross Profit

The amount declared by the Insured to the Company representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

Uninsured Working Expenses

Purchases (less discounts received) and discounts allowed

Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

Rate of Gross Profit

the rate of gross profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the DAMAGE or which would have affected the Business had the DAMAGE not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the DAMAGE would have been obtained during the relative period after the DAMAGE.

Standard Turnover

the Turnover during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

In respect of **Estimated Tax Relief**

The Insurance under this Item is to reimburse the Insured in respect of

(a) Reduction in Tax Relief and

(b) Increase in Cost of Working and the amount payable as indemnity shall be:-

(a) **In respect of Reduction in Tax Relief:** the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would but for the damage have been entitled in the said financial year or years

(b) **In respect of Increase in Cost of Working:** so much of the additional expenditure described in Clause (b) of the respective Gross Profit item as exceeds the amount payable thereunder

but not more than the additional amount which would have been payable under Clause (a) of this item had such expenditure not been incurred.

Tax Relief:

The statutory relief from or reduction in the standard rate of Corporation Tax to which the Insured is entitled in the course of the Business at the premises.

Estimated Tax Relief:

The amount declared by the Insured to the Company as representing not less than the tax relief which it is anticipated the Insured will be entitled to in the course of business at the premises.

PROVISIONS APPLICABLE TO ALL ITEMS UNLESS OTHERWISE STATED

Definitions

Contingencies

- 1 Any loss destruction or damage as insured by the Material Damage Cover and which is specified under Contingencies A-M therein
- 2 Explosion of any boiler or economiser on the Premises
- 3 Any other Contingency specified and defined in Section 2 of the Schedule.

Indemnity Period

The period beginning with the occurrence of the DAMAGE and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the DAMAGE.

Maximum Indemnity Period

As stated in the Schedule.

Premises

Any premises owned or occupied by the Insured at which property is stated to be insured in Section 1 of the Policy.

Material damage proviso

It is a condition precedent to liability under this section that 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 payment shall have been made or liability admitted therefore under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount.

Note 1: To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Cover shall be exclusive of such tax

Note 2: For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.

Special conditions

1 Cover Avoided

This Cover shall be avoided if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless admitted by the Company in writing.

2 Premium Adjustment (Applicable to Items specified as insured in the Schedule)

The premium paid may be adjusted on receipt by the Company of a declaration of Income/Gross Profit/Tax Relief/Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance as reported by the Insured's auditors.

If any DAMAGE shall have occurred giving rise to a claim for loss of Income/Gross Profit/Tax Relief/Rent Receivable the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Income/Gross Profit/Tax Relief/Rent Receivable was reduced during the financial year solely in consequence of the DAMAGE.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve months) is less than the Sum Insured on Income/Gross Profit/Tax Relief/Rent Receivable for the relative Period of Insurance the Company will either

- (a) allow a pro-rata return of premium not exceeding 50% of the premium paid or
- (b) if this cover is on a 75% provisional premium basis and the declaration
 - (i) is less than 75% of the Sum Insured on Income/Gross Profit/Tax Relief/Rent Receivable for the relative period the Company will allow a pro rata return of premium not exceeding 331/3% of the provisional premium paid
 - (ii) is greater than 75% of the Sum Insured on Income/Gross Profit/Tax Relief/Rent Receivable for the relative period the Insured shall pay a pro rata additional premium not exceeding 331/3% of the provisional premium paid to the Company.

In the event that no declaration is received within six months of the expiry of such Period of Insurance the balance of 25% shall be paid.

3 Premium Adjustment (Applicable to Items specified as insured in the Schedule)

The premium paid is provisional and is based on the Estimated Income/Estimated Gross Profit/Estimated Tax Relief for the financial year most nearly concurrent with the Period of Insurance. The Insured shall furnish to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insured's Auditors of the Income/Gross Profit/Tax Relief earned during the financial year most nearly concurrent with the Period of Insurance.

If any DAMAGE shall have occurred giving rise to a claim for loss of Income/Gross Profit/Tax Relief the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Income/Gross Profit/Tax Relief was reduced during the financial year solely in consequence of the DAMAGE.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve months) is

- (a) less than the Estimated Income/Estimated Gross Profit/Estimated Tax Relief for the relative Period of Insurance the Company will allow a pro-rata return of the premium paid on the Estimated Income/Estimated Gross Profit/Estimated Tax Relief but not exceeding 50% of such premium
- (b) greater than the Estimated Income/Estimated Gross Profit/Estimated Tax Relief for the relative Period of Insurance the Insured shall pay a pro rata additional to the premium paid on the Estimated Income/Estimated Gross Profit/Estimated Tax Relief.

4 Renewal Clause

The Insured shall prior to each renewal furnish the Company with the Estimated Income/Estimated Gross Profit/Estimate Tax Relief for the financial year most nearly concurrent with the ensuing year of insurance.

Extensions – The following Extensions shall apply to this Section but the liability under each shall be limited to €13,000 in respect of any one occurrence unless specifically amended in the Schedule.

Note that these extensions are not applicable when basis of cover is Increase in Cost of Working.

DAMAGE as insured by this Cover includes

1 Suppliers Customers and Property Stored

- (a) the premises of any of the Insured's suppliers manufacturers or processors of components goods or materials but excluding the premises of any public supply undertaking from which the Insured obtains electricity gas water or telecommunications services
- (b) the premises of any of the Insured's customers with whom the Insured has a contract or trading relationship to supply goods or services
- (c) premises not in the occupation of the Insured where property of the Insured is stored.

2 Contract Sites

any situation not in the occupation of the Insured where the Insured is carrying out a contract.

3 Prevention of Access

Property in the vicinity of the Premises destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto whether the Premises or property of the Insured therein shall be damaged or not but excluding destruction of or damage to property of any public utility from which the Insured obtains supplies or services.

4 Public Utilities

Property at any

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- (c) waterworks or pumping station of the public water supply undertaking
- (d) land based premises of the public telecommunications undertaking from which the Insured obtains electricity gas water or telecommunications services.

5 Transit

Property of the insured whilst in transit by road rail or inland waterway but excluding Impact cover in respect of the conveying vehicle.

6 Loss of Attraction

Property in the vicinity of the Premises destruction of or damage to which would cause a diminution of attraction to the Premises.

Clauses

1 Professional Accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under Claims Condition 1 of this Policy for the purpose of investigating or verifying any claim under this Cover may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details provided that the sum of the amount payable under this clause and the amount otherwise payable under this Cover shall in no case exceed the Limit of Liability.

2 Payments on Account

Payments on account may be made to the Insured during the Indemnity Period if required at the Company's discretion.

3 Accumulated Stocks

In adjusting any loss account shall be taken and an equitable allowance made if any shortfall in turnover due to the damage is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses or depots.

4 Alternative Trading Clause

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Income/Turnover/Tax Relief during the Indemnity Period.

5 Uninsured Standing Charges Clause

If any standing charges of the business be not insured by this policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Standing Charges.

6 Departmental Clause

If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the item on Gross Profit shall apply separately to each department affected by the damage except that if the sum insured by the item on Gross Profit be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the business (whether affected by the damage or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable under the said item shall be proportionately reduced.

7 Automatic Reinstatement

The liability of the Company will not be reduced by the amount of any loss provided that the Insured pays the premium calculated from the date of loss to the date of the expiry of the Period of Insurance.

Section 3 - Liabilities

COMPENSATION LEGAL COSTS SOLICITORS' FEES

The Company will indemnify the Insured against

- (a) all sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of any Occurrence to which this Section applies as stated in the Specification and in connection with the Business
- (b) all costs and expenses of litigation incurred with the written consent of the Company in respect of a claim against the Insured to which the indemnity expressed in this Section applies
- (c) the payment of the solicitor's fee incurred with the written consent of the Company for representation of the Insured at proceedings in any Court of Summary jurisdiction arising out of any alleged breach of statutory duty resulting in any Occurrence which may be the subject of indemnity under this Section or at any Coroner's Inquest or Fatal Accident or Ministry Inquiry in respect of any such Occurrence
- (d) legal costs and other expenses incurred with the written consent of the Company and costs of the prosecution awarded against the Insured arising out of any prosecution of the Insured for a breach or alleged breach during the Period of Indemnity of the Safety Health and Welfare at Work Act 1989 or similar Safety Legislation of the Republic of Ireland but the Company shall not be liable for any fines or penalties imposed.

If Occurrence 1 is not insured by this Section the Company will not indemnify the Insured against such costs and expenses in respect of prosecutions involving the health safety or welfare of any person under contract of service or apprenticeship with the Insured and arising out of and in the course of his employment by the Insured

TERRITORIAL LIMITS

This Section shall apply to occurrences anywhere in the World but not

- (a) in connection with any business conducted by the Insured from premises outside the Policy Territories
- (b) liability in respect of death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured and engaged by the Insured outside the Policy Territories for the purpose of work by such person outside the Policy Territories.

The Policy Territories shall mean the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man.

INTERPRETATION

Additional Persons Insured

- 1 The Insured shall include
 - (a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
 - (b) if the Insured specified in the Schedule so requests
 - (i) any director or partner of the Insured
 - (ii) any person employed by the Insured under a Contract of Service or Apprenticeship
 - (iii) any officer member or employee of the Insured's social sports or welfare organisations or first aid fire or ambulance services in his respective capacity as such
 - (c) for the purposes of Occurrence 1 and Occurrence 2 if the Insured specified in the Schedule so requests any Principal with whom the Insured has entered into an agreement for or including the performance of work within the Policy Territories as far as is necessary to meet the requirements of such agreement but only in respect of death bodily injury shock illness disease loss or damage arising out of the performance of such work by the Insured
 - (d) for the purposes of Special Clause C the spouse of any person specified in 1b above

Contract of Service or Apprenticeship

- 2 For all purposes of this Section
 - (a) labour masters and persons supplied by them
 - (b) persons employed by labour only subcontractors
 - (c) self employed persons
 - (d) drivers and/or operators of plant hired to the Insured
 - (e) persons gaining work experience
 - (f) any other person hired or borrowed by the Insuredworking for the Insured in connection with the Business shall be deemed to be employed by the Insured under a Contract of Service or Apprenticeship.

Sports and Welfare Activities and Maintenance of Insured's Premises and Private Work

- 3 The business shall include
- (a) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees first aid fire and ambulance services and maintenance of the Insured's premises
 - (b) private work carried out by any servant of the Insured for a director partner or employee of the Insured with the prior consent of the Insured specified in the Schedule

Cross Liabilities

- 4 If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate policy had been issued to each but the total liability of the Company shall not exceed the Amount of Indemnity.

Effective Dates of Endorsements

- 5 (a) so far as concerns Occurrence 1 any endorsement to this Section shall apply to occurrences caused on or after the Effective Date of such endorsement
- (b) so far as concerns Occurrence 2 and Occurrence 3 any endorsement to the Section shall apply to occurrences happening on or after the Effective Date of such endorsement

THE SPECIFICATION

Occurrences

(Applicable as stated in the Schedule)

1 Employer's Liability

Death bodily injury shock illness or disease caused during the Period of Indemnity to any person under a Contract of Service or Apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of such person's employment by the Insured.

Special Clauses which apply

- E Contractual Liability
- M Vehicles (Employer's Liability)
- O Court Attendance Costs
- P Unsatisfied Court Judgements
- Q Asbestos

2 Public Liability

- (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of such person's employment by the Insured under a Contract of Service or Apprenticeship
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured
- (c) Loss arising from obstruction trespass nuisance or interference with any easement of air light water or way

happening during the Period of Indemnity but excluding occurrences as described in Occurrence 3 hereunder.

Special Clauses which apply

- A Rented Premises
- B Employees' and Visitors' Personal Effects
- C Personal Liability - Home and Abroad
- D Deliberate Acts
- E Contractual Liability
- G Damage to Goods Supplied
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J Pollution
- N Wrongful Arrest
- Q Asbestos
- R Motor Contingent Liability (Public and Products Liability)

3 Products' Liability

- (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of such person's employment by the Insured under a Contract of Service or Apprenticeship.
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured

occurring during the Period of Indemnity and caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured and happening elsewhere than at the Insured's premises

Special Clauses which apply

- D Deliberate Acts
- F Contractual Liability (Products)
- G Damage to Goods Supplied
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J Pollution
- K Goods supplied to North America
- L Aircraft and Nuclear Products
- Q Asbestos
- R Motor Contingent Liability (Public and Products Liability)

The Amount of Indemnity

Any One Event

The liability of the Company for all compensation payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Event

So far as concerns Occurrence 1 the Amount of Indemnity is inclusive of all payments under " Compensation Legal Costs Solicitors' Fees" .

Any One Period

The liability of the Company for all compensation payable in respect of all occurrences happening during any one Period of Indemnity shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Period of Indemnity.

THE SPECIAL CLAUSES

(Applicable as stated in the Specification).

Rented Premises

- A The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to premises (or fixtures or fittings thereof) hired or rented to the Insured even if loss or physical damage to such property arises from a vehicle for which cover is provided under special Clause H but the indemnity provided by this Special Clause shall not apply to
 - (i) liability assumed by the Insured by agreement which would not have attached in the absence of such agreement
 - (ii) the first £625 of loss or damage to premises (or fixtures or fittings thereof) caused other than by fire or explosion

Employees' and Visitors' Personal Effects

- B The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to employees' or visitors' personal effects (including vehicles and their contents) but the indemnity provided by this Special Clause shall not apply to
 - (i) property hired or lent to or borrowed by the Insured
 - (ii) property in the charge or under the control of the Insured or any servant of the Insured for work thereon or service thereof
 - (iii) liability assumed by the Insured by agreement which would not have attached in the absence of such agreement

Personal Liability Home and Abroad

- C This Section shall apply to the liability of any person specified in Interpretation 1b or spouse or child whilst within or outside the Policy Territories on the Business of the Insured but this Special Clause shall not apply to liability in respect of
- (i) the ownership or occupation of any land or building
 - (ii) any business carried on by such person or his spouse

Deliberate Acts

- D This Section shall not apply to liability in respect of any occurrence which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

Contractual Liability (Employer's and Public Liability only)

- E As far as concerns liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement this Section shall apply only if the conduct and control of claims is vested in the Company but shall not apply to liability in respect of
- (i) liquidated damages or under any penalty clause
 - (ii) any contract for or including the performance of work outside the Policy Territories
 - (iii) any tenancy agreement.

Contractual Liability (Products)

- F This Section shall not apply to liability assumed by the Insured by agreement in respect of injury illness disease loss or damage caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured unless such liability would have attached in the absence of such agreement

Damage to Goods Supplied

- G This Section shall not apply to liability in respect of recalling removing repairing replacing reinstating or the cost of or reduction in value of any commodity article or thing supplied installed erected repaired altered or treated by the Insured if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

Vehicles (Public and Products Liability)

- H This Section shall not apply to liability in respect of
- (a)
 - (i) any vehicle for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
 - (ii) any trailer for which compulsory insurance or security is required by any road traffic legislation if such trailer is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
 - (b) the loading or unloading of such vehicle or trailer
 - (c)
 - (i) the bringing of a load to such vehicle or trailer for the purpose of loading thereon
 - (ii) the taking away of a load from such vehicle or trailer after unloading therefrom
- where indemnity is provided by any motor insurance contract, (including Section 4 of this Policy if applicable) or where compulsory insurance or security is required by any road traffic legislation.

Vessels and Craft

- I This Section shall not apply to liability in respect of
- (a) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
 - (b) the loading or unloading of such vessel or craft

Pollution

J This Section excludes 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 Indemnity.

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 Company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the Period of Indemnity shall not exceed €1,300,000 in the aggregate.

For the purpose of this clause "pollution or contamination" shall be deemed to mean

- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (ii) all loss or damage or injury directly or indirectly caused by such pollution or contamination

Goods Supplied to North America

K Unless otherwise agreed by the Company and additional premium paid this Section shall not apply to liability arising out of any commodity article or thing exported by or on behalf of the Insured to the United States of America or Canada including any commodity article or thing supplied prior to the inception of this Policy which the Insured knows or could reasonably have been expected to know would be used within the United States of America or Canada

Aircraft and Nuclear Products

L This Section shall not apply to liability arising from any commodity article or thing supplied with the knowledge of the Insured or by or on behalf of the Insured which could affect

- (a) the navigation propulsion or safety of any aircraft or other aerial device
- (b) the safety or operation of nuclear installations

Vehicles (Employer's Liability)

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

Wrongful Arrest

N The Company will indemnify the Insured in respect of liability arising out of wrongful arrest detention imprisonment eviction or wrongful accusation of shoplifting of any person up to a maximum amount of €50,000 in any one Period of Indemnity.

Court Attendance Costs

O In the event of any persons employed by the Insured under a Contract of Service or Apprenticeship attending court as a witness at the request of the Company in connection with an Occurrence in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the rate of €150 per day for each day on which attendance is required

Unsatisfied Court Judgements

P The Company will at the request of the Insured as specified in the Schedule pay to any person employed by the Insured under a Contract of Service or Apprenticeship (or in the event of the death of such person his personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within the Republic of Ireland against any company registered therein or any individual domiciled in the Republic of Ireland, to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of such judgement

Provided that

- (a) Such death bodily injury shock illness or disease arises out of and in the course of such persons employment by the Insured
- (b) In respect of such judgement
 - (i) There is no appeal outstanding
 - (ii) If any payment is made by virtue of this cover the person to whom such payment is made shall assign the judgement to the Company

Asbestos

Q This Section does not apply to liability arising directly or indirectly out of or resulting from the manufacture mining processing distributions 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 which may have contributed concurrently or in any other sequence

So far as concerns loss of or damage to property only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded

Motor Contingent Liability (Public and Products Liability)

- R Occurrences 2 and 3 are hereby extended to include liability arising from any vehicle or trailer attached thereto being used in connection with the business within the policy territories which is not owned loaned leased hired or borrowed by the Insured specified in the schedule but shall not apply to liability
- 1 In respect of damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
 - 2 While the vehicle is being driven by the Insured or any person who to the knowledge of the Insured or the Insured's representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - 3 Where indemnity is provided by another insurance policy

The indemnity provided by this extension is limited to €50,000 any one event.

SPECIAL CONDITIONS

Suspension of cover

- 1 The Company may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Company may give written notice to the Insured when all liability of the Company arising from such defect or danger shall be suspended.

Adjustment

- 2 If the premium for this Section has been calculated on any estimates given by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Company to inspect such record and following the expiry of each Period of Indemnity shall supply to the Company a correct statement or if requested by the Company figures certified by the Insured's auditors so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be.

Should the Insured fail to supply a statement within one month after the expiry date shown in the schedule the Company shall be entitled if it so wishes to charge an additional premium in respect of that Period of Indemnity.

Avoidance and recovery

- 3 The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in any of the Policy Territories but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

Section 4 - Motor insurance

The "Company" will provide insurance as expressed in this Section in respect of bodily injury loss or damage occurring during any Period of Insurance in respect of which the Policyholder has paid or agreed to pay the premium.

Insurance provided

Where the Insurance Provided is as shown in the Schedule of the Policy

- 1 "Comprehensive" all Parts of this Section apply
- 2 "Third Party Fire and Theft" Part 1 applies only in respect of loss or damage caused directly by fire self-ignition lightning explosion or by theft or attempted theft
- 3 "Third Party" Part 1 of this Section does not apply.

Definition of the vehicle

"Vehicle " means

- 1 Any Vehicle mentioned by Description or by Registration Mark in the Certificate of Motor Insurance (referred to in this Section as "the Certificate") bearing the number of this Policy as the Certificate Number which has been issued to the Policyholder and remains effective
- 2 Any Trailer details of which have been notified to the Company.

Covered drivers

The persons or classes of persons described in paragraph 6 of the Certificate.

Part 1 - Loss of or damage to the vehicle

The Company will pay for loss of or damage to the Vehicle including the accessories and spare parts or components whilst on the Vehicle and the reasonable cost of protection removal and redelivery to the Policyholder after repair of such loss or damage.

Payment may be made at the Company's option either for the cost of repair reinstatement or replacement or by cash for the amount of the loss or damage agreed between the Company and the Policyholder but not in any event exceeding the reasonable market value at the time of the loss or damage.

The Company will also pay the reasonable cost of protection and removal to the nearest repairers if as a result of any insured loss or damage the Vehicle is disabled.

Authority to repair the vehicle

The Policyholder may authorise reasonable repairs to the Vehicle provided that a detailed estimate is sent to the Company immediately. The Company reserves the right to seek alternative estimates.

Rugs, coats and personal effects

The Company will pay for loss of or damage to rugs clothing and personal effects occurring in or on the Vehicle but payment will in no circumstances exceed €260 in all in respect of any one occurrence and may at the request of the Policyholder be made direct to the owner of the property so lost or damaged whose receipt will be a full and final discharge to the Company.

Hiring agreements

If to the knowledge of and agreed by the Company the Vehicle is owned by a person other than the Policyholder or is the subject of a hiring, hire purchase, contract hire or leasing agreement any payment under this Section will be made to the Owner whose receipt will be a full and final discharge to the Company.

Tippers - excluding damage whilst "tipping"

No liability shall attach to the Company for damage to the Vehicle occurring while the body of such Vehicle is in or being raised or tilted to or returning from a tipping position unless such damage is due to collision with another vehicle.

Concrete mixers

No liability shall attach to the Company for loss or damage to

- (a) the drum or hopper of any concrete mixer/agitator or carrier and
- (b) any machinery pipe or hose used for the processing or discharging of the load resulting from the solidification of the concrete or any like substance.

Exceptions to Section 1

The Company will not pay for

- 1 depreciation wear and tear mechanical electrical or computer breakdown or damage to tyres unless such damage arises simultaneous to other loss or damage insured by this Policy
- 2 loss of use
- 3 loss of or damage to
 - (a) money stamps documents or securities
 - (b) goods or samples carried in connection with any trade.

Windscreen breakage

Where the only damage which the Vehicle sustains is breakage of the windscreen or any other window and incidental scratching of bodywork any stipulation in this Section that the Company will not pay for the first portion of any claim shall not apply to any payment which may be made for the cost of replacing the broken glass or making good the damaged bodywork.

Part 2 - Liability to third parties

The Company will indemnify the Insured Person against all sums which he/she shall become legally liable to pay for damages and claimant's costs and expenses and any other costs and expenses incurred with its written consent in respect of bodily injury (fatal or otherwise) or physical damage to physical property arising as a result of an accident caused by or in connection with

- (a) the Vehicle
- (b) the loading or unloading of the Vehicle
- (c) the bringing of a load to the Vehicle for loading thereon or the taking away of a load after unloading therefrom by
 - (i) the driver or attendant of the Vehicle
 - (ii) any other person but only in respect of an accident caused or arising in a Public Place within the meaning of any relevant road traffic legislation.

Property damage limit

Payment in respect of such damage to property is limited to €2,600,000 in respect of any one claim or number of claims arising out of one cause except where the Vehicle is a private type car.

Legal representation

In addition the Company will pay

- 1 The Solicitor's fee for
 - (i) representation at any Coroner's Inquest or Fatal Accident Inquiry
 - (ii) defending in any Court of Summary Jurisdiction any proceedings relating to any event which may be the subject of payment under this Part.
- 2 At the request of the Insured legal defence costs up to €1,300 for Manslaughter proceedings or Dangerous Driving charges under sub-section (2) (a) of Section 53 of the Road Traffic Act 1961 where such proceedings relate to any event which may be the subject of payment under this Part.

Insured person

"Insured Person" shall mean any one or more of the following on whose behalf payment is claimed

- 1 The Policyholder
- 2 Any person entitled to drive by the terms of the Certificate
- 3 The employer or partner of any person whose business use is permitted by the terms of the Certificate
- 4 Any person using (but not driving) the Vehicle with the permission of the Policyholder for social domestic and pleasure purposes provided that such use is permitted by the terms of the Certificate
- 5 At the request of the Policyholder any person (other than the person driving) in or getting into or getting out of the Vehicle
- 6 At the request of the Policyholder the Owner of the Vehicle
- 7 The attendant of the Vehicle.

Application of section limits

In the event of any accident involving payment on behalf of more than one Insured Person any limitation by the terms of this part of the Policy (or of any endorsement thereon) of the amount of any payment shall apply to the aggregate amount of such payment on behalf of all such Insured Persons and such payment shall apply in priority to the Policyholder.

Authorised or unauthorised movement

The Company will indemnify the Insured Person in terms of this Part of Section 4 of the Policy while any employee of the Insured is moving or parking any motor vehicle not belonging to the Insured which is impeding the legitimate passage of any motor vehicle described in the Schedule.

Paragraph 1 of the Exceptions to Part 2 of this Section shall not apply to the vehicle being moved.

Unauthorised use

The Company will indemnify the Insured Person while any vehicle is, without the knowledge and consent of the Insured, being used for any purposes not permitted by the Certificate.

Unauthorised driving

The Company will indemnify the Insured Person while the vehicle is without the knowledge and consent of the Insured being driven by or is for the purpose of being driven by him/her in the charge of any person not permitted to drive by the Certificate.

Road Traffic Act cover for small detached trailers

Part 2 of this Section extends to include the liability of the Insured Person arising under road traffic legislation in respect of any detached single axle trailer up to half tonne unladen weight but excluding caravans, mobile homes, trailer tents, boat trailers and any trailers which incorporate machinery or other equipment.

Attached trailer

For the purposes of this Part only the Vehicle shall include any Trailer or any one disabled mechanically propelled vehicle which is attached to the vehicle.

Articulated vehicle

For the purposes of this Part only an Articulated Vehicle consisting of a power unit and one superimposed Trailer shall not be deemed to be a Vehicle drawing a Trailer. The clause headed "Attached Trailer" providing for the towing of disabled Vehicles shall not be operative unless the power unit is being used without the superimposed Trailer.

Exceptions to Part 2

Except so far as is necessary to meet the requirements of any road traffic legislation the Company shall not be liable in respect of

- 1 loss of or damage to
 - (a) material property belonging to or held in trust by or in the custody or control of the Policyholder or the Insured Person
 - (b) the Vehicle
 - (c) property being conveyed by the Vehicle
- 2 bodily injury to any person arising out of and in the course of such person's employment by the Insured Person
- 3 any claim if the Insured Person (other than the Policyholder) is entitled to claim payment or indemnity under any other policy
- 4 liability arising in connection with the operation as a tool of the Vehicle where the Vehicle is designed to operate primarily as a tool or of plant forming part of the Vehicle or attached thereto.

Part 3 – Territorial limits

The Policy will apply in respect of

- 1 events occurring in (a) the Republic of Ireland and (b) Great Britain Northern Ireland Channel Islands or the Isle of Man or in the course of transit by sea between any ports therein including processes of loading and unloading
- 2 the minimum indemnity required to comply with the laws relating to compulsory insurance of vehicles in any country which is a member of the European Union and any other Country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on insurance of civil liabilities arising from the use of vehicles (No 72/166/CEE)
- 3 any vehicle for which an International Motor Insurance Card (Green Card) has been issued and remains effective
 - (a) while it is in any country to which such Green Card applies
 - (b) in direct connection with the transit (including processes of loading and unloading) of the Vehicle between any ports in countries to which the Green Card applies provided always that such transit shall be by any recognised sea passage of not longer duration under normal conditions than 65 hours.

The Company will also indemnify the Policyholder against liability incurred by him for the enforced payment of Customs Duty on the Vehicle after temporary importation thereof into any country to which the Green Card applies provided that such liability arises as the direct result of any loss or damage to the Vehicle which loss or damage is the subject of indemnity under this Policy.

Part 4 – Contingency cover

The Company will indemnify the Policyholder in the terms of Part 2 of this Section while any motor vehicle not the property of nor provided by the Policyholder is being used in connection with the Policyholder's business by any person in the Policyholder's employ but not in respect of loss of or damage to such motor vehicle nor if there is any other existing insurance covering the same liability.

Part 5 – Emergency treatment

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of the Vehicle where statutory liability for such treatment arises.

Part 6 – Vehicle in the custody of a motor trader

So far as payment to and the liability of the Policyholder is concerned General Exception 1 in Part 10 of this Section shall not apply whilst the Vehicle is in the custody or control of a member of the Motor Trade for the purposes of its overhaul upkeep or repair.

Part 7 – Unlicensed drivers

Any requirement of the Certificate that the person driving must hold or have held a licence to drive shall be inoperative when a licence is not required by law provided that the terms of the Certificate are otherwise observed and that the person driving is of an age to hold a licence to drive the Vehicle.

Part 8 – Indemnity to hirers

Provided that any Hirer of the Vehicle is not entitled to indemnity under any other policy the insurance provided by this Section shall apply in respect of any such Hirer while the Vehicle is let on hire provided that such hire is permitted by the terms of the Certificate.

Part 9 – Endorsements

This Policy is subject to those endorsements in this Part which are stated in the Policy Schedule as being operative.

MFI Accidental Damage Excess

In respect of each and every occurrence the Company shall not be liable under Part 1 of this Section for the first amount (specified in the Schedule as Excess) otherwise payable in respect of loss of or damage to the Vehicle/Trailer other than by Fire Self-Ignition Lightning Explosion or by Theft or attempted Theft.

MF2 Specified Trailers

The cover granted by this Section will extend to any Trailer details of which have been advised to the Company while attached to any Vehicle described in the Schedule of the Policy for the purpose of being operated or drawn or detached and out of use.

The Company shall not be liable in respect of any loss damage liability and/or injury arising out of any event occurring while any such Vehicle is drawing a greater number of Trailers in all than is permitted by law.

MF3 Third Party Fire and Theft whilst persons under 25 years of age driving

The Company will not be liable under Part 1 of this Section for loss or damage other than by Fire Self-Ignition Lightning Explosion or by Theft or attempted Theft while the Vehicle is being driven by or is under the direct control of any person under 25 years of age.

MF4 Anti-Theft locking device - Trailers

Notwithstanding anything to the contrary contained in this Policy no liability shall attach to the Company in respect of loss of or damage to any Trailer (including a superimposed Trailer being part of an Articulated Vehicle) specified in the "Schedule of Trailers" caused by Theft or any attempt thereat unless such Trailer is secured by an anti-theft locking device when detached and out of use other than when garaged on the Policyholder's premises or in a locked or guarded compound elsewhere.

MF8 Increase "Property Damage" cover

The limit of indemnity referred to in Part 2 of this Section against liability for damage to property is increased to the amount specified in the Policy Schedule against this Endorsement number.

MF9 Inclusion of Third Party Working Risk

Exception 4 in Part 2 of this Section is deleted

Provided that while the Vehicle or any plant forming part of or attached to the Vehicle is being operated as a tool the Company shall be under no liability under Part 2 for or arising out of

- (i) subsidence flooding or water pollution
- (ii) damage to pipes or cables

except so far as is necessary to meet the requirements of any road traffic legislation

Provided also that in respect of each and every occurrence or series of occurrences arising out of one cause in connection with any one Vehicle the Company shall not be liable for the first €625 of any expenditure (including costs fees or expenses) for which provision is made under this Endorsement or of any expenditure in the exercise of the Company's discretion under "Control of Claims" – Clause 1(d) of the Policy.

MF10 Excluding Damage while in use as a tool

The Company shall not be liable under Part 1 of this Section in respect of loss of or damage to the Vehicle arising out of the operation as a tool of the Vehicle or of plant forming part of or attached to the Vehicle.

MF12 Third Party Fire and Theft whilst persons holding a provisional driving licence are driving

The Company shall not be liable under Part 1 of this Section for loss or damage other than by Fire Self-Ignition Lightning Explosion or by Theft or attempted Theft while the Vehicle is being driven by or is under the direct control of any person who holds a Provisional Licence.

MF13 Comprehensive cover with increased excess for specified persons

Endorsements MF3 and MF12 are inoperative while the Vehicle is being driven by or is under the direct control of the person(s) mentioned against this Endorsement number in the Schedule.

In respect of such person(s) the amount for which the Company shall not be liable in terms of Endorsement MFI or Endorsement MF14 whichever is applicable is increased to the amount stated in the Schedule against this Endorsement number.

MF14 Fire Theft and accidental damage excess

In respect of each and every occurrence the Company shall not be liable under Part 1 of this Section for the first amount (specified in the Schedule as Excess) otherwise payable in respect of loss of or damage to the Vehicle.

MF15 Declaration of vehicles

The Policyholder shall immediately (or at the intervals stated against this endorsement number in the Schedule) declare to the Company details of

- (a) any additional or replacement vehicles or trailers acquired by or hired or lent to him for which cover is required
- (b) vehicles or trailers disposed of by him for which cover is no longer to be provided

Subject to return by the Policyholder of any relevant Certificates the Company will then adjust the premium and the difference will be paid by or to the Policyholder as the case may be.

MF16 Indemnity to Principals

Notwithstanding General Condition 9 "Other Insurances" the Company will indemnify the Insured Person in the terms of Part 2 in respect of liability assumed by the Policyholder under an agreement with any person (the Principal) for the execution of work or services or in connection with access to any premises or road in the ownership or occupation of the Principal

Provided that

- (a) the Policyholder shall have arranged with the Principal for the conduct and control of all claims for which the Company may be liable by virtue of this Endorsement to be vested in the Company
- (b) the Company shall not be liable by virtue of this Endorsement in respect of
 - (i) liability which attaches to the Principal by virtue of an agreement which would not have attached in the absence of such agreement
 - (ii) bodily injury to the Principal for any amount for which the Policyholder would not be liable in the absence of an agreement
 - (iii) damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of the amount required to indemnify the Principal
 - (iv) liability which arises other than by reason of the negligence of the Policyholder or an employee of the Policyholder.

Part 10 - Exceptions to all parts of section 4

The Company will not pay for

Driving and use of the vehicle

- 1 any claim if to the knowledge of the Insured Person the Vehicle is at the time of the accident being driven or used other than in accordance with the terms of the Certificate.

Contractual liability

- 2 liability assumed by the Policyholder by agreement and which would not have attached in the absence of such agreement.

Riot or civil commotion

- 3 any bodily injury loss of or damage to material property (except under Part 2) arising during or in consequence of riot or civil commotion.

Part 11 - Conditions to all parts of section 4

Avoidance of Certain Terms and Right of Recovery

- 1 Nothing in this Section or any Endorsement thereon shall affect the right of any person insured by this Policy (or of any other person) to recover an amount under or by virtue of the provisions of the law of any territory in which this Policy operates relating to the insurance of liability to Third Parties

But the Policyholder shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

Renewal procedure

- 2 Prior to the commencement of each Period of Insurance the Policyholder shall lodge with the Company a schedule of all motor vehicles and trailers for which cover is required.

Section 5 - Commercial legal protection

Introduction

The claims service for this Section of the policy is administered by DAS Legal Expenses Insurance Company Limited (DAS) on The Company's behalf. The Company has chosen DAS as Claims Administrator for this cover in view of their expertise and many years experience in dealing with legal disputes for customers.

As soon as You are aware of a legal problem, You should get legal advice from the legal helpline on 1850 200826 without delay. Please have Your policy number to hand. If You wish to make a claim then full details will need to be submitted in writing.

DAS will administer the claim on behalf of The Company.

If a solicitor is required to deal with Your legal problem DAS will appoint one from their approved panel of solicitors. These solicitors have been carefully chosen as experts in the area of law covered by this Section and they are required to comply with strict service standards set out by DAS.

Special notes

You must read this Section, the policy schedule and any endorsement as one document.

The proposal or any information You have supplied will be included in the contract.

This Section will cover the Insured Person for any insured incident arising in connection with the business shown in the policy schedule if You have paid the policy premium.

The Company agrees to provide the insurance in this Section in line with the cover shown in the policy schedule as long as:

- (a) the date the insured incident happens is during the Period of Insurance and within the Territorial Limit;
- (b) any legal proceedings will be dealt with by a court, or other body which the Claims Administrator agrees to, in the Territorial Limit; and
- (c) in civil claims it is always more likely than not that You will recover damages (or get any other legal remedy which the Claims Administrator has agreed to) or make a successful defence.

For all insured incidents, The Company will help in appealing or defending an appeal as long as the Insured Person tells the Claims Administrator within the time limits allowed that they want to appeal. Before The Company pays any Costs and Expenses for appeals, The Company must agree that it is always more likely than not that the appeal will be successful.

If You use an Appointed Representative, The Company will pay the Costs and Expenses for this.

The Company will pay the Financial Compensation Awards that the Claims Administrator has agreed to.

Definitions

The Company

Hibernian General Insurance Limited.

Claims Administrator

DAS Legal Expenses Insurance Company Limited (DAS).

You, Your

The business shown in the policy schedule.

Insured Person

You and Your directors, partners, managers and employees.

Appointed Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an Insured Person in line with the terms of this Section.

Period of Insurance

The period for which The Company has agreed to cover the Insured Person and for which You have paid the premium.

Date of Event

- (i) For civil cases (other than under Cover 5 Tax Protection) the Date of Event is when the cause of the action first happened.
- (ii) For criminal cases, the Date of Event is when the Insured Person began or is alleged to have begun to break the criminal law in question.
- (iii) For licence or registration appeals, the Date of Event is when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, change the terms of, refuse to renew or cancel Your licence.

- (iv) For a Revenue Commissioners' Audit, the Date of Event is when the Revenue Commissioners first let You know in writing that they are going to make enquiries.

For disputes involving Pay As You Earn, Social Insurance Contributions and Value Added Tax the Date of Event is when the relevant authority sends an assessment or written decision to You following an audit.

Costs and Expenses

Legal Costs

All reasonable and necessary costs the Appointed Representative charges on a party/party basis. Also the costs the opponent has to pay in civil cases if an Insured Person has been ordered to pay them, or pays them with the Claims Administrator's agreement.

Accountant's Costs

A reasonable amount for all reasonable costs the Appointed Representative incurs in line with the Claims Administrator's claims handling instructions.

Attendance Expenses

The Insured Person's salary or wages for the time that they are off work to attend any arbitration, court or tribunal hearing if the Appointed Representative asks, or while on jury service. The Company will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount The Company will pay is based on the following:

- the time the Insured Person is off work including the time it takes to travel to and from the hearing. The Company will work this out to the nearest half day assuming that a whole day is eight hours;
- if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- if the Insured Person works part-time, the salary or wages will be a percentage of their weekly salary or wages.

Territorial Limit

The Republic of Ireland.

Limit of Indemnity

The most The Company will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000.

Cover

1 EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS

(a) Employment Disputes

The Company will defend Your legal rights in the following circumstances:

- (1) before proceedings are issued before a Rights Commissioner, court or tribunal after You have dismissed an employee; or
- (2) in legal proceedings for any dispute with:
 - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with You; or
 - (b) an employee, prospective employee or ex-employee arising from You allegedly breaking their statutory rights under employment law.

Exceptions

- (1) Any claim for damages for personal injury or loss of or damage to property.
- (2) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000 and any amending legislation.

(b) Employment Financial Compensation Awards

The Company will pay any financial compensatory award You would otherwise pay for a claim The Company has accepted under Cover 1 (a).

Provided That

- (1) In cases relating to performance and/or conduct, You have, throughout the employment dispute either:
 - (a) followed the disciplinary procedures recommended by the Irish Business and Employers' Confederation; or
 - (b) asked for and followed advice from the Claims Administrator's legal advice service.
- (2) For compensation following You breaking a statutory duty under employment law, You have, at all times, asked for and followed advice from the Claims Administrator's legal advice service since the date when You should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy (but not the redundancy payment itself) You have asked for and followed advice from the Claims Administrator before serving a notice of redundancy.
- (4) The compensation is awarded by a Rights Commissioner or tribunal under a judgment made after hearing a full argument and otherwise than by agreement or default, or is paid under a settlement the Claims Administrator has approved in writing beforehand.
- (5) The total of the compensation payable by The Company shall not be more than €1,300,000 in any one Period of Insurance.

Exceptions

- (1) Any financial compensation relating to:
 - trade-union activities, trade-union membership or non-membership;
 - pregnancy or maternity rights;
 - statutory rights in relation to the trustees of occupational pension schemes; or
 - statutory rights in relation to shop work on a Sunday and betting work.
- (2) Any claim for non-payment of money due under the relevant employment contract or any statutory provision relating to it.
- (3) Any award ordered as a result of breaking statutory rights in relation to providing relevant records to employees under the National Minimum Wage Act 2000 or any legislation which amends this.
- (4) Any financial compensation award or increase in financial compensation award ordered by the tribunal for Your failure to keep to a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

2 LEGAL DEFENCE

If You ask, The Company will:

- (1) Defend the Insured Person's legal rights:
 - (a) before legal proceedings are issued when dealing with the:
 - Gardai; or
 - Health and Safety Authority and/or regional health boardswhere it is alleged that the Insured Person has or may have committed a criminal offence; or
 - (b) following an event which leads to the Insured Person being prosecuted in a criminal court.
- (2) Defend Your legal rights following civil action taken against You for wrongful arrest when relating to an accusation of theft alleged to have been carried out during the Period of Insurance.
- (3) Defend the Insured Person's (other than Your) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of Your employees.
- (4) Represent the Insured Person if they appeal against the imposition or terms of any Statutory Notice issued under law which affects Your business.
- (5) Represent You if You appeal because the Data Protection Commissioner refuses Your application for registration.
- (6) Pay the Attendance Expenses of an Insured Person if they have to attend jury service.

Provided That

For proceedings under the Health and Safety and Welfare Act 1989, the Territorial Limit will include any place where the Act applies.

Exception

Any claim which leads to the Insured Person being prosecuted for breaking road traffic laws or regulations in connection with owning, driving or use of a motor vehicle.

3 STATUTORY LICENCE PROTECTION

The Company will represent You if You appeal to the relevant statutory or regulatory authority, court, or tribunal after an event which results in a licensing or regulatory authority suspending, or changing the terms of, or refusing to renew, or cancelling Your licence.

Exceptions

- (1) An original application or Your application to renew a statutory licence.
- (2) Any licence appeal relating to ownership, driving or use of a motor vehicle.

4 PROPERTY PROTECTION AND BODILY INJURY

(a) Property Protection

The Company will negotiate for Your legal rights in any civil action relating to material property which You own or are responsible for, as a result of:

- (1) any event which causes or could cause damage to that material property; or
- (2) any nuisance or trespass.

Exceptions

Any claim relating to the following:

- (1) A contract You have entered into;
- (2) Goods being transported or goods lent or hired out;
- (3) Goods at premises other than those premises You occupy unless the goods are at the premises for the purpose of installations or to be used in work You carry out;
- (4) Mining subsidence;
- (5) Defending Your legal rights other than in defending a counter-claim;
- (6) A motor vehicle the Insured Person owns, uses, hires or leases other than damage to motor vehicles where You are involved in selling motor vehicles.

(b) Bodily Injury

If You ask, The Company will negotiate for an Insured Person's and their family members' legal rights following an event which causes the death of, or bodily injury to them.

Exceptions

Any claim relating to the following:

- (1) Any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- (2) Defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or
- (3) A motor vehicle the Insured Person or their family members own, use, hire or lease.

5 TAX PROTECTION

(a) Revenue Audits

The Company will negotiate on Your behalf and represent You in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into Your business accounts; or

(b) Employers' Compliance

The Company will negotiate on Your behalf and represent You in any appeal proceedings for a dispute concerning Your compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or The Department of Social Community and Family Affairs; or

(c) VAT Disputes

The Company will negotiate on Your behalf and represent You in any appeal proceedings following an audit carried out by the Revenue Commissioners for Value Added Tax due.

Provided That

- (a) For all insured incidents, You must have taken reasonable care to make sure that all returns are complete and correct and that the returns are sent in within the statutory time limits allowed.
- (b) You and the Appointed Representative must keep to the Claims Administrator's instructions for handling claims throughout the claim.

Exceptions

- (1) Any claim arising from a tax avoidance scheme.
- (2) Any claim caused by Your failure to register for Value Added Tax.
- (3) Any claim involving the Revenue Commissioners looking into Your alleged dishonesty or criminal activities.

Instructions On Handling Claims For Tax Protection

You must send The Company a copy of the business accounts and tax return which are being audited, together with all relevant correspondence and a note of likely fees incurred:

- (a) as soon as the Revenue Commissioners tell You that an audit is to take place; and
- (b) at any time throughout the claim if the information changes.

The estimate of fees and any revised estimates must be itemised by the hour for each representative who is to deal with the claim. The Claims Administrator will use this information to agree reasonable Costs and Expenses which The Company will pay under this Section. The Company needs to deal with claims as economically as possible. The Company will pay Costs and Expenses that have been agreed to in writing when an itemised invoice is received. It is important that You, or anyone acting on Your behalf, wait for the Claims Administrator's approval before You agree to pay Costs and Expenses over what has already been agreed.

Exceptions applicable to Section 5

- (1) Any claim reported to The Company more than 180 days after the date the Insured Person should have known about the insured incident.
- (2) Costs and Expenses incurred before the Claims Administrator accepts a claim in writing.
- (3) Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than compensation awards as covered under Cover 1 (b) Employment Financial Compensation Awards.
- (4) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- (5) Any claim relating to franchise rights, or agency rights if You have the legal capacity to change the legal relations of another.
- (6) Any insured incident deliberately or intentionally caused by an Insured Person.
- (7) A dispute with The Company and/or the Claims Administrator not otherwise dealt with under Condition 7.
- (8) Any claim relating to a shareholding or partnership share in Your business unless the shareholding was gained under a scheme open to all Your employees (or a substantial number of them) of a certain minimum grade other than Your directors or partners.
- (9) An application for judicial review.
- (10) Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- (11) Legal action an Insured Person takes which the Claims Administrator or the Appointed Representative have not agreed to or if the Insured Person does anything that prevents the Claims Administrator or the Appointed Representative from carrying out their roles effectively.
- (12) When either at the start of or during the course of a claim, The Company will not cover a claim if You are bankrupt or have filed a bankruptcy petition or winding-up petition, have made an arrangement with Your creditors, have entered into a deed or arrangement, are in liquidation, or part or all of Your affairs or property are in the care or control of a receiver or administrator.
- (13) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

Conditions applicable to Section 5

- 1 An Insured Person must:
 - (a) keep to the terms and conditions of this Section;
 - (b) take reasonable steps to keep any amount The Company has to pay as low as possible;
 - (c) try to prevent anything happening that may cause a claim;
 - (d) send everything the Claims Administrator asks for, in writing; and
 - (e) give The Company full details of any claim as soon as possible and give The Company any information the Claims Administrator needs.

- 2
 - (a) The Company can take over and carry out, in the name of an Insured Person, any claim or legal proceedings at any time. The Claims Administrator can negotiate any claim on behalf of an Insured Person.
 - (b) If the Claims Administrator agrees to start legal proceedings and the Insured Person has to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending that suitably qualified person's name and address to the Claims Administrator. The Claims Administrator may choose not to accept the choice of representative, but only in exceptional circumstances.
 - (c) Before an Insured Person chooses a lawyer or an accountant, the Claims Administrator can appoint an Appointed Representative.
 - (d) The Claims Administrator will appoint an Appointed Representative and they will represent the Insured Person according to the Claims Administrator's standard terms of appointment. The Appointed Representative must co-operate fully with the Claims Administrator at all times.
 - (e) The Claims Administrator will have direct contact with the Appointed Representative.
 - (f) The Insured Person must co-operate fully with the Claims Administrator and with the Appointed Representative and must keep the Claims Administrator up to date with the progress of the claim.
 - (g) The Insured Person must give the Appointed Representative any instructions required by the Claims Administrator.

- 3
 - (a) The Insured Person must tell the Claims Administrator if anyone offers to settle a claim and must not agree to any settlement without the Claims Administrator's written permission.
 - (b) If an Insured Person does not accept a reasonable offer to settle a claim, The Company may refuse to pay further Costs and Expenses.
 - (c) The Company may decide to pay the Insured Person the amount of damages that they are claiming or the amount that is being claimed against them instead of starting or continuing legal proceedings.

- 4
 - (a) If the Claims Administrator asks, the Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
 - (b) The Insured Person must take every step to recover Costs and Expenses that The Company has to pay and must pay The Company any Costs and Expenses that they do recover.

- 5 If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Appointed Representative, the cover provided will end at once, unless the Claims Administrator agrees to appoint another Appointed Representative.

- 6 If an Insured Person settles a claim or withdraws their claim without the Claims Administrator's agreement, or does not give suitable instructions to the Appointed Representative, the cover provided will end at once. The Company will be entitled to reclaim any Costs and Expenses they have paid.

- 7 If the Claims Administrator and an Insured Person disagree about the choice of Appointed Representative or about how a claim is handled, the Claims Administrator and the Insured Person can choose another suitably qualified person to decide the matter. The Claims Administrator and the Insured Person must both agree to this in writing. If the Claims Administrator cannot agree with the Insured Person about the choice of the second suitably qualified person, the Claims Administrator will ask the president of the Law Society of Ireland to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.

- 8 The Claims Administrator may ask You to get an opinion from counsel as to how successful a claim or proceedings will be (You will have to pay any costs involved in doing this). If counsel believes there are reasonable grounds to pursue or defend a claim or proceedings, the Claims Administrator will pay the cost of getting the opinion.

- 9 The Company will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
- 10 This Section will be governed by the laws of the Republic of Ireland.
- 11 The Company can cancel this Section at any time as long as You are told at least 7 days beforehand.

Helpline Services

DAS provide these services 24 hours a day, seven days a week during the Period of Insurance. To help check and improve service standards, DAS record all calls.

Commercial Legal Advice

DAS will give You confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To contact the above services, phone 1850 200826 quoting Your policy number.

Counselling

DAS will give Your employees (including any members of their immediate family who permanently live with them) a confidential counselling service over the phone. This will include, where appropriate, referral to relevant voluntary or professional services.

To contact the counselling helpline, phone 1850 670407. These calls are not recorded.

DAS will not accept responsibility if the helpline services fail for reasons they cannot control. Please do not phone to report a general insurance claim.

Section 6 - Fidelity guarantee

Cover

The Company agrees to reimburse to the Insured all such direct pecuniary loss not exceeding the Sum Insured stated in the Schedule as the Insured shall sustain by all acts of fraud or dishonesty committed by any of the Employees

- (a) during the Period of Insurance and
- (b) during the uninterrupted continuance of employment of such Employee and
- (c) in connection with his / her occupation and discovered during the Period of Insurance or within twenty four months thereafter or within twenty four months after the termination of such employment whichever shall happen first.

The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured shall be changed or the remuneration of any of the Employees reduced without the sanction of the Company or if the precautions and checks for securing accuracy of the accounts mentioned in the proposal and correspondence relevant thereto shall not be duly observed.

Any moneys in respect of any one of the Employees in respect of whom a claim is made in the hands of the Insured and any moneys which but for any act of fraud or dishonesty committed by such one of the Employees would have been due to that Employee from the Insured shall be deducted from the amount of the loss under this Section. The Insured and the Company shall share any other recovery (excluding any counter security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.

Definitions

The Employee

Any Employee of the Insured in connection with the Business.

The Sum Insured

As stated in the Schedule.

Section 7 - Travel

Definitions of words and expressions used throughout the following text

you/your:

The Person(s) Insured named in the Schedule.

we/us/our:

Hibernian Insurance Company Limited.

period:

The Operative Dates shown in the Schedule.

valuables: (Part 1)

Jewellery, watches, furs, gold, silver articles, radios, personal stereos, binoculars, telescopes, audio, video, and photographic equipment.

personal money: (Part 1)

Cash, currency notes, bank notes, current postage stamps, postal and money orders, national savings stamps and certificates, travel tickets, and travellers' cheques.

credit cards: (Part 1)

Credit, charge, cheque, bankers, or cash dispenser cards.

bodily injury:(Parts 2, 3 and 4)

Injury resulting directly from an accident caused by external violent and visible means.

hospital: (Parts 2 and 3)

Public or private hospitals maintaining full time facilities for the care of resident patients under the direction of full time medical staff and fully qualified nurses, not being solely for the care of mental patients, drug addicts, the elderly, or nursing or convalescent homes.

illness: (Parts 2 and 3)

An unhealthy condition of a body or mind necessitating the attendance of a full time medical practitioner.

loss of limb: (Part 4)

Physical severance or permanent loss of use at or above the wrist or ankle.

loss of sight: (Part 4)

Permanent and total loss of sight.

disablement: (Part 4)

The inability due to bodily injury to engage in or attend to your usual business or occupation.

injury: (Part 5)

Death, Bodily Injury, illness or disease.

public transport: (Part 6)

Any Public Transport service provided by a duly licensed operator.

condition precedent: (General Condition 1)

Terms and conditions which must be met by you before we will consider your claim.

close relative:

Husband, wife, son or daughter, parents, grandparents,
brother or sister, parents-in-law, brothers and sisters-in-law.

If during the Period any aircraft or surface transport vehicle in which you are travelling as a passenger is delayed through no fault of yours, with the result that your journey is not completed before the expiry of the Period, then this insurance will automatically be extended without extra charge for as many additional days as may reasonably be necessary to complete your journey.

Unless otherwise stated and agreed, cover applies for a maximum of 31 days per trip, and a maximum of 90 days in total, in any Period.

Part 1**Personal luggage and personal money (See corresponding exclusions)**

We will pay for

- 1 Loss of or damage by accident or misfortune to
 - (a) Your personal luggage (excluding valuables).
 - (b) Valuables up to an amount of €650 for each of you.
 - (c) Personal Money up to an amount of €330 for each of you.
 - (d) Credit cards up to an amount of €650 for each of you.
 - (c) Passport up to an amount of €390 for each of you.All while away from your usual residence.

- 2 Temporary loss or misplacement of your luggage for more than 24 hours, up to an amount of €130 for each of you. Any amount so paid will be deducted from the final claims settlement should the items prove to be lost permanently.

Condition applicable to Part 1**Duty to take care:**

You must take proper and due care of your property including examination of your luggage on arrival at your destination. In the event of loss or damage, you must take all reasonable steps to safeguard and recover your property. Any loss or damage which occurred in transit must be reported to the Carriers, and any loss or theft to the Police, within 24 hours of discovery. In both instances a written report must be obtained.

Exclusions applicable to Part 1

We will not pay for

- 1 **(a), (b), (c), and (d)**
 - The first €30 of any claim in respect of each of you.
 - More than €260 for any single article of any kind.

- 1 **(a) and (b)**
 - Valuables while in transit and outside Your control, or left unattended, including theft from unattended vehicles.
 - Loss or damage caused by or arising from wear, tear, deterioration or depreciation, moth, vermin, atmospheric or climatic conditions, or any process of cleaning, dyeing, repair, or restoration.
 - Breakage of or damage to fragile or brittle articles, radio television or recording equipment, musical instruments, china or glass and any consequence thereof, unless caused by fire or accident to the conveyance in which your luggage is being carried.
 - Breakage of or damage to sports equipment while in use.
 - Contact lenses, bonds, coupons, stamps (other than current), negotiable instruments, title deeds, manuscripts, securities or documents of any kind.
 - Any property more specifically insured.

- 1 **(c) and (d)**
 - Money loss due to depreciation, errors or omissions.
 - Money or Credit cards left unattended away from Your personal accommodation, including losses from unattended vehicles, and whilst in transit outside your immediate control.
 - Loss of Credit cards unless You comply with the conditions of the issuing company.

- 1 **(e)**
 - Loss, if the loss has not been reported to the relevant Consular Authority within 24hours of discovery.

Part 2

Medical and other expenses

We will pay you or your legal personal representatives, as a direct result of Bodily Injury, Illness or Death, for-

- 1 Reasonable medical, surgical, Hospital or nursing home or nursing, fees or charges abroad, EMERGENCY dental treatment (for the immediate relief of pain only) or emergency optical treatment, whilst abroad, and ambulance charges.
- 2 The reasonable additional cost of travel, accommodation, and similar charges (including repatriation) incurred by you or by any one Close Relative or friend who necessarily has to travel to, remain with, or escort you.
- 3 The necessary cost of funeral expenses abroad and the conveyance of your body or ashes to the Republic of Ireland.
- 4 Hospitalisation: If during the Period, you are admitted to a Hospital for more than 24 hours on the recommendation of a medical practitioner, We will pay a benefit of €30 per day up to the maximum amount of €650 while an in-patient. This is reduced to €10 per day if you are under 16 years of age.
- 5 Loss of all accommodation or transport charges and additional travel expenses paid or contracted to be paid and which are irrecoverable from any other source, because of unexpected curtailment (following commencement) of your holiday or journey (such amount to be reimbursed proportionately), and additional travel expenses incurred in returning you to the Republic of Ireland, or to enable you to continue your journey.

This cover extends to the consequence of bodily injury, illness, or death to your close friend, close business colleague, close relative, travelling companion, or fiancé(e).

Condition applicable to Part 2:

If at the time of any claim under this SECTION there is any other insurance or indemnity covering the same Event Insured or part thereof, we will not be liable for more than our rateable proportion.

Exclusions applicable to Part 2

We will not pay for

- (a) the first €30 of each claim.

NOTE: this excess does not apply if the claim is reduced by the use of form E111.

- (b) Any person who receives medical treatment which, in the opinion of the attendant physician, could reasonably be deferred until that person returns to the Republic of Ireland.

Part 3

Cancellation charges

We will pay you or your legal personal representatives for loss of accommodation and transport charges paid or contracted to be paid, and which are irrecoverable from any other source resulting from cancellation, prior to commencement, of the holiday or journey as a direct and necessary result of

- 1 Your unemployment due to redundancy, after the date of issue of this Section, and qualifying for payment under current Redundancy Payment legislation.
- 2 Your bodily injury, illness, death, compulsory quarantine, witness summons, or jury service, or that of your close relative, travelling companion, or fiancé(e).
- 3 Hijack.

Exclusions applicable to Part 3

We will not pay for

- Any circumstances known to you likely to cause cancellation, prior to the period.
- Financial circumstances, other than unemployment as defined.
- Default, financial or otherwise, of any transport or accommodation provider, or any person or Company operating as Your Agent.
- Loss arising directly or indirectly from depression, stress, or disinclination to travel, unless necessitating in-patient treatment in a hospital or nursing home.
- Loss arising directly or indirectly from adverse weather conditions.

Part 4

Personal accident

We will pay you or your legal personal representatives the following benefits, as a result of bodily injury-

| Event resulting from Bodily Injury | Benefit |
|--|-----------|
| A Death | A €33,000 |
| B Loss of sight in one or both eyes or loss of one or more limbs | B €33,000 |
| C Permanent Total Disablement | C €33,000 |

All occurring within one year from date of such Bodily Injury.

| | |
|--|--|
| D Total Disablement (temporary or permanent) | D €130 (per week for each week of Disablement up to 100 weeks from the date of Bodily Injury). |
|--|--|

Exclusions applicable to Part 4

We will not pay for

Any person

- More than one of the Benefits A, B or C in respect of any one occurrence.
- Any amount in respect of Benefit D until the total has been agreed.
- Under 16 years of age any more than €1,300 in respect of Benefit A and no Benefit is payable in respect of Benefit D.

Part 5

Public Liability

We will indemnify you or your legal personal representatives in respect of any legal liability for

- 1 Damages and claimants' costs and expenses.
- 2 Any other costs and expenses incurred with our written consent.

In respect of

- (a) Injury to any person.
- (b) Loss or damage to property.

Incurred during the Period up to an amount of €1,300,000.

We will not be under any further liability in respect of that Event Insured except for the payment of prior approved costs and expenses.

Exclusions applicable to Part 5

Any legal liability

- To you, any member of your family or household, or your employees.
- For any property owned, used, or in the possession of you, your family or household, or your employees.
- For which indemnity is provided under any other insurance.

Any legal liability arising from

- The ownership possession or use of any motor cycle, motor vehicle, horse drawn vehicle, aircraft or aerial device, hovercraft or mechanically propelled watercraft (other than hand-propelled boat, sailing dinghy, surf board or sail board, in territorial waters) or firearms.
- Deliberate acts or omissions.
- The ownership, occupation, or use of any land or buildings by you or on your behalf.
- Assumed or imposed by any agreement unless such liability otherwise would have applied.
- The ownership, possession or use of dangerous dogs as specified in regulations made under the CONTROL OF DOGS ACT 1986 or amendments thereto if such possession or use is not in accordance with the provisions of such Regulations.
- The misuse or abuse of any solvent or drug (unless prescribed by a medical practitioner), but not for the treatment of drug addiction.

Part 6

Outward delay/Missed departure/Abandonment

Where strike industrial action, adverse weather, or mechanical breakdown in Public Transport results in delay or abandonment of your outward journey, we will pay

1 If you arrive at your departure point too late to join the booked journey, the additional cost of accommodation and travel expenses necessary to reach your destination, up to a maximum amount of €520 for each of you.

OR

2 An amount of €35 for each of you in respect of every complete 12 hour period of delay in scheduled departure time, up to a total amount of €100 for each of you.

OR

3 For loss of accommodation and transport charges paid or contracted to be paid, and which are irrecoverable from any other source, consequent on abandonment of the journey by you, but not exceeding a total amount of €3,900.

Subject to a minimum delay of 24 hours from the scheduled departure time.

Condition applicable to Part 6

You must have checked in according to the itinerary given to you by the Tour Operator or Carrier, and obtained written confirmation from them or their Handling Agents of the cause of the delay from the scheduled departure time, and the actual period of the delay.

Exclusions applicable to Part 6

We will not pay

- For any claim resulting from strike or industrial action which commenced (or for which an officially stated intent had been given) on or prior to the date of issue of this Section.
- For any claim resulting from strike or industrial action which does not result in delay in departure of your flight or sailing.
- If you fail to check in, in accordance with the terms of the itinerary supplied unless such failure was itself due to an Event Insured.
- If service is withdrawn temporarily or permanently by Air Traffic Controllers, Harbourmasters, Rail Authorities, or other land, sea or air authorities.

Part 7

Legal Expenses

We will pay your legal costs and expenses incurred in the pursuit of compensation and/or damages arising from or out of your personal injury or death during the period.

Condition applying to Part 7

We shall have total and complete control over all negotiations, legal proceedings and the appointment and control of a solicitor.

Exclusions applicable to Part 7

We will not pay for any costs incurred:

- In pursuit of any claim against a Travel Agent, Tour Operator, Carrier, or Us,
- In pursuit of a claim against any person with whom you had arranged to travel.
- Claim reported more than 180 days after the commencement of the incident giving rise to the claim. Any claim where, in our opinion, there is insufficient prospect of success in obtaining a reasonable financial benefit.
- Legal expenses incurred prior to the granting of support by us, or without our written consent.

Part 8 – Additional cover

Business Use

Any exclusion relating to " business use " does not apply provided this use is of a non-manual nature. The total sum insured under Sub-Section 1(a) is increased to €3,900, and the single article limit in respect of " personal business equipment" ONLY is increased to €2,600.*

*such as, (but not exclusively), laptop computers, portable fax machines.

Optional Covers

NB The covers outlined below in this section are only applicable where the relevant premium(s) has been paid and the endorsements are noted in the schedule.

PY1 Winter Sports

We will pay for

- 1 UNUSED SKIPACK up to €330: Proportional return of the irrecoverable pre-booked cost of the lift pass, ski school, or equipment hire following your injury or illness which injury or illness prevents you from participating in skiing activities for the period medically certified.
- 2 SKI HIRE up to €330: The additional hire charges incurred by you following the loss or damage (including misdirection by the carrier resulting in delay of the arrival at the resort of at least 24 hours), of your own ski equipment as defined. You must report this non arrival to the carrier immediately and obtain a written report.
- 3 PISTE CLOSURE up to €460: In the event that, due to lack of snow in the pre-booked resort, there is total closure of the lift system and it is not possible to ski for a period in excess of 12 hours. We will either pay you an amount not exceeding €45 per day to enable you to travel to another resort, or pay you a benefit of €45 per day where no alternative resort is available. A written report must be obtained from the resort officials in confirmation of these events.

Exclusions

Winter Sports do not apply in General Exclusion 4(b).

However, we will not pay for you when you are engaged in or practising for ski racing in major events, ski jumping or the use of bobsleighs or skeletons.

PY2 Golfing

The total sum insured under Sub-Section 1 (a) is increased to €3,300, and the single article limit for "golfing equipment" ONLY is increased to €1,630. The exclusion relating to breakage of or damage to sports equipment while in use" does not apply.

Under Sub-Section 5 the exclusion relating to "motor vehicles" does not apply to motorised golf caddies used other than in circumstances where compulsory insurance or security is required by any Road Traffic Legislation.

Return of Fees: We will pay up to €460 where, due to circumstances beyond your control, the golf course is inoperable. Confirmation of this fact together with the amount paid must be obtained from the course officials, and is subject to a refund being unobtainable from any other source.

General Conditions - Applicable to all Section 7 – Travel Insurance

1 Keeping to policy terms

It is a Condition Precedent to our obligation to make any payment under this Section that

(a) You produce this Section and Schedule as evidence when making a claim.

and

(b) We will not be liable for the same Event Insured under more than one Travel Policy issued and relating to the same Period, for each of you.

2 Claims

You must

(c) As soon as possible after sustaining any injury or contracting any illness, place yourself in the care of a duly qualified medical practitioner.

(d) Submit to any medical examination made on our behalf and, in the event of your death, We will be entitled to make a post-mortem examination at our own expense.

and

We may request any medical certificate from, and have access to, your attendant physician.

3 Non-Assignment

No assignee shall be entitled to any payment under this Section.

Declaration

By taking out this Section, you are agreeing that as far as you know:

- you will not book or go on holiday against medical advice or to get medical treatment; nobody you are travelling or staying with and no close relative, business associate or yourself has been diagnosed by a registered doctor as having a terminal illness;
- nobody you are travelling or staying with and no close relative, business associate or yourself is on a waiting list for in-patient treatment at a hospital or nursing home; and
- there is no reason why the holiday may be cancelled or cut short.
- If any of the above happen after you have bought this insurance Section, you must tell us as soon as possible.
- If you are not sure whether you can agree to this declaration, you must tell us. If you do not, you may not be covered by this insurance Section.

General Exclusions – Applicable to all Section 7 – Travel Insurance

We will not be liable in respect of or arising from

1 All Parts:

- (a) Any amount exceeding the sum insured for each PART shown in the Schedule for each of you.
- (b) Any person travelling contrary to medical advice, having received a terminal prognosis, or for the purpose of obtaining or continuing medical treatment.
- (c) Any event occurring in the Republic of Ireland.
- (d) Your children over 18 years of age and/or not in full time education at the commencement date of the period of insurance or renewal date.

2 Parts 1, 2, 3, 4 and 5:

Strike, riot, lock out, civil commotion, confiscation, detention, or the Rule of law.

3 Parts 2, 3, 4 and 5:

HIV (human immunodeficiency virus) and/or any HIV related illness including AIDS (acquired immune deficiency syndrome) however caused, and/or any mutant derivatives, variations, or treatment thereof however caused.

4 Parts 2,3 and 4:

- (a) Bodily Injury, Illness, or Death due to
 - Pregnancy or childbirth where you are expected to give birth within eight weeks of your scheduled /intended date of return to your home in the Republic of Ireland.
 - Suicide, attempted suicide, or self injury.
 - The misuse or abuse of any solvent or drug (unless prescribed by a medical practitioner), but not for the treatment of drug addiction.
 - Prolonged or aggravated by any pre-existing physical defect illness, or infirmity.
- (b) You, when you are
 - More than 65 years of age at commencement of the Period.
 - Affected (temporarily or otherwise) by alcohol.

Engaging in or practising for

- Manual work in connection with a business, trade or profession.
- Winter sports (other than for 14 days in any one Period), ice hockey, mountaineering, rock climbing, pot-holing, caving, parachuting, polo, showjumping, or hunting.
- Professional sport of any kind. Boxing or martial arts.
- Deep sea or aqualung diving, yachting or boating outside territorial waters, or other water pursuits of a hazardous nature (such as, but not exclusively, water skiing, or para-gliding).
- Racing of any kind other than on foot, football, or hurling.
- Motor cycling either as a driver or passenger on any motor cycle where the engine capacity exceeds 50cc.

Parts 2, 3 and 4:

Any person flying in or on any aerial device (such as, but not exclusively, single seater aircraft, gliders or hang gliders) other than as a passenger in a fully licensed passenger carrying aircraft, and not as a member of the crew.

Europ Assistance

Emergency Service

You can call upon the facilities of Europ Assistance Limited.

Repatriation of Patients If, in the opinion of Europ Assistance's Medical Adviser, it would be preferable to repatriate a patient to the Republic of Ireland, the transfer will be undertaken by regular airline services.

However, if a patient's condition warrants urgent treatment, Europ Assistance will utilise an air or road ambulance subject to consultations between the doctor in attendance and the Europ Assistance Medical Advisers.

Remember that in the case of patients requiring repatriation, the attending doctor must provide a certificate confirming that the patient is fit to travel since without this the airline company operators reserve the right to refuse to carry any sick or injured person.

Confirmation of Payment Hospitals or doctors abroad will be contacted and their appropriate fees guaranteed thus eliminating the necessity for the patient to make payments out of own funds.

Expenses incurred by providing the above facilities will be met up to the limits specified in this policy. The operation and availability of the Service will be governed by the same general terms, conditions and exclusions that appear in this Section.

The constantly manned emergency service headquarters can be contacted at any time day or night. You will be answered by an experienced assistance co-ordinator to whom You should give all relevant information. Please ensure you have details of your Policy before you telephone.

Claims relating to minor illnesses or accidents should be paid by you and reclaimed from us within 14 days of returning from your trip.

What to do

In case of a serious medical emergency notify Europ Assistance as quickly as possible of any serious illness or accident involving you while abroad where immediate emergency treatment is required.

Telephone Gt Britain **(00 44) 1444 442 800** - Stating that you are insured by Hibernian General Insurance.

Alternatively fax Gt Britain **(00 44) 1444 410 164**

You can call day or night.

Section 8 - Personal accident

Cover

The Company agrees that if during any Period of Insurance the Event shall happen to any Person-insured and such Person-insured shall within two years of the happening of such Event suffer any of the Results the Company will subject to the terms of this Policy Section pay to the Insured the Compensation specified in the Schedule for such Result.

Definitions

1 Event

Accidental bodily injury which shall independently of any other cause be the sole cause of any of the Results

2 Results

- (a) Death
- (b) Total and permanent loss of all sight in one or both eyes
- (c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet
- (d) Permanent total disablement from usual occupation
- (e) Temporary total disablement from usual occupation
- (f) Temporary partial disablement from attending to a substantial and essential part of usual occupation
- (g) Incurred medical expenses.

3 Earnings (if applicable)

The greater of

- (a) The total remuneration paid by the Insured to the Person -insured during the twelve months immediately preceding the happening of the Event or
- (b) The annual rate of the basic guaranteed wage or salary at the time of the happening of the Event

Compensation limits

Compensation for

- 1 Results (e) and (f) shall be payable for a period not exceeding 104 weeks from the commencement of the first Result to occur
- 2 Result (f) shall be 25% of the weekly Compensation payable for Result (e) unless otherwise specified in the Schedule as applying to Result (f)
- 3 Result (g) shall be reimbursed up to €35 per €1,250 of the Compensation paid for any of Result (a) to (d) or 20% of the total weekly Compensation paid whichever is the greater subject to a maximum sum of €650
- 4 Either or both of Results (e) and (f) shall be payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of the Event by the Company.

Compensation shall not be payable for

- More than one of the Results (a) to (d) in respect of any one Person-insured and when payable for one of those Results shall not be payable for either or both Results (e) and (f) caused by the same Event or any of the Results caused by any subsequent event
- Both of Results (e) and (f) in respect of the same period of time.

Exceptions

This insurance shall not apply to any Event or Result consequent upon

- 1 Suicide or attempt thereat.
- 2 The Person-Insured engaging in air travel except as a passenger in a fully licensed passenger carrying aircraft.
- 3 The Person-Insured engaging in or practising for
 - (a) winter sports
 - (b) mountaineering
 - (c) hunting
 - (d) parachuting or hang gliding
 - (e) racing on horseback or wheels
- 4 The Person-Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.
- 5 Human Immunodeficiency Virus (HIV) and/or any related illness including Acquired Immune Deficiency Syndrome (AIDS) however caused and/or mutant derivatives variations or treatment thereat however caused.

Limit of liability

The liability of the Company in respect of one or more Persons-Insured for all Compensation payable in respect of or arising out of any one occurrence or all occurrences of a series consequent upon one original cause shall not exceed the sum specified in the Schedule as the Limit of Liability.

Special clauses**1 Disappearance**

Death shall be presumed to have been suffered by the Person-Insured if the Person-Insured disappears and is missing for ninety consecutive days and the Insured produces to the Company sufficient evidence that leads the Company inevitably to the conclusion that an Event has happened to such Person-Insured and caused such disappearance provided that if the Person-Insured is found to be living after Compensation has been paid by the Company then such Compensation shall be refunded to the Company.

2 Exposure

If the Person-insured shall suffer any of the Results caused by exposure to the elements such Result shall be deemed to have been caused by an Event.

Conditions**1 Change in business**

The Insured shall give notice to the Company as soon as there is any material change in the Business of the Insured or in the employment or activities of any Person-insured and pay any additional premium that may be required by the Company.

2 Non assignment

The Company shall not be concerned with or affected by any notice or trust charge or assignment relating to this Section and the receipt of the Insured shall in all cases completely discharge the Company.

Section 9 - Premises Emergency Assistance

Premises Emergency Service

In the event of an emergency involving "The Buildings" as defined, the Company undertake to send a tradesman to your premises to effect an Emergency Repair, thus securing the premises and preventing further damage or loss occurring. The services are as follows and are subject to the Terms and Conditions of this Section.

Plumbing

If the premises piping is damaged or if there are leaks to the sanitary fittings or other fixed water installations within "The Buildings" the Company will dispatch a plumber to your aid, who will resolve the immediate problem and prevent any further damage.

The Company will provide cover up to a limit of €260, inclusive of call out costs, labour and materials necessary for the Emergency Repair.

Electrical

Where the electrical supply within "The Buildings" fails as a result of a fault or damage to the internal electrical supply, the company will dispatch an Electrician to your aid, to carry out the Emergency Repair and to ensure that your premises is safe.

The Company will provide cover up to a limit of €260, inclusive of call out costs, labour and materials necessary for the Emergency Repair.

Locksmith

If "The Buildings" are made insecure, or if entry is impeded, due to loss or theft of keys or damage to locks as a result of theft, or any other accidental cause, the Company will send a Locksmith to conduct Emergency Repairs to render "The Buildings" secure.

The Company will provide cover up to a limit of €260, inclusive of call out costs, labour and materials necessary for the Emergency Repair.

Glazing

If there is a breakage of glazing to external windows or doors of "The Buildings", the Company will send a glazier to provide you with a replacement and to carry out Emergency Repairs to render the premises secure.

The Company will provide cover up to a limit of €260, inclusive of call out costs, labour and materials necessary for the Emergency Repair.

Roofing

If there is storm damage or any other accidental damage to the roof of "The Buildings" the Company will send a Roofing Contractor to conduct Emergency Repairs to render the premises secure – provided always that damage to the roof in question is not excluded under the terms of Contingency H – Section 1 (Storm or Flood) of this Policy.

The Company will provide cover up to a limit of €260, inclusive of call out costs, labour and materials necessary for the Emergency Repair.

Note: In the event that the cost of any of the above listed Emergency Repairs exceeds the stated limit allowable, the insured will be responsible for any such difference.

Conditions and Exclusions applicable to Section 9 – Emergency Assistance

- 1 "The Buildings" shall at all times be maintained in a good state of repair.
- 2 No benefit shall be payable unless the Company has been notified and has authorised assistance through the medium of the telephone number indicated on the enclosed Emergency Assistance Card.
- 3 The policy number must be quoted when calling for assistance and the relevant identification produced on the request of the operator, tradesman or any other agent of the Company.
- 4 Where the Insured cancels the policy or this Section thereof, no return of premium will be allowable in respect of Emergency Assistance premium.
- 5 The benefits available under this Section are not transferable to any other party.

The Company will not be liable for

- (a) Any work other than Emergency Repairs as defined.
- (b) Any work undertaken not within "The Buildings".
- (c) Costs incurred without the Companies prior approval.
- (d) The repair of damage caused arising from seepage/leakage or dampness even as a result of breakage or damage of the piping or other installations.
- (e) The repair of air conditioning installations, electrical machinery, or where faulty machinery has been the cause of an electrical failure.
- (f) Repair to lighting such as bulbs or fluorescent tubes.
- (g) The repair of damage to any alarm or telephone system.
- (h) Any work to internal doors.
- (i) Any work to mechanically operated shutters or automatic garage doors.
- (j) Any work to external doors not directly accessing your property.
- (k) Incidents brought about by an avoidable, wilful or deliberate act committed by anyone lawfully on the premises.
- (l) Damage to "The Buildings" contents.

Definitions

| | |
|--------------------------|--|
| The Buildings | The commercial premises as described in the attached Schedule. |
| Emergency | An unforeseen or sudden occurrence which results in damage to "The Buildings" as defined above, demanding immediate action to render it safe, and/or secure it against further loss or damage. |
| Emergency Repair Service | The repair/service necessary to render "The Buildings" safe and/or secure "The Buildings" against further loss or damage as a result of an unforeseen or sudden occurrence which results in damage to your commercial premises demanding immediate action. |
| You | The Insured. |

We are part of the Hibernian Group which is one of Ireland's largest and most successful financial organisations, with activities including general insurance, risk management, pensions, life assurance, investment management and personal financial services.

As a member of Aviva plc, we are backed by the strength of one of the world's largest insurance organisations, with operations in over 50 countries worldwide.

We are proud of our strong reputation in Ireland. Our nationwide network of branches and independent brokers, together with our customer contact centre and website, provide an efficient and professional service which we constantly develop and improve to meet our customers' needs.

We are committed to delivering security, quality and value.



Corporate member of
Plain English Campaign.
Committed to clearer communication.

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For our joint protection, we may record and monitor phone calls.

While every care has been taken in preparing these notes to ensure their accuracy they cannot be exhaustive. They are not a substitute for obtaining professional advice. No responsibility can be accepted by Hibernian for any loss occasioned to any person from acting or refraining to act in reference to anything contained in these notes.



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Hibernian General Insurance Limited is regulated by the Financial Regulator