

## **Securus Insurance Ltd**

# **Commercial Property Owners Unoccupied Premises Insurance Policy**

## **Republic of Ireland 2024**

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## Important Information

This policy wording, **schedule** and any **endorsement** applying to **Your** policy forms **Your** insurance document. This document sets out the terms and conditions of the contract of insurance between **you** and **us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening at the **premises** during the **period of insurance** shown in the **schedule**.

When drawing up this policy, **we** have relied on the information and statements which **you** have given **us** which includes the proposal form or statement of fact.

**You** are under a duty to answer all questions posed by **us** honestly and with reasonable care in connection with **Your** application for insurance. Failure by **You** to disclose all information requested by **us** during the application process could render the Policy void.

### Cancellation/Cooling-Off Period

**You** have a statutory right to cancel this **policy**, by giving notice in writing of cancellation to **us**, within fourteen (14) days from:

- the day of purchase or renewal of the contract; or
- the day on which **you** receive this **policy** or the renewal documentation, whichever is the later (the "Cooling-Off Period").

If **you** wish to cancel during the Cooling-Off Period, **you** will be entitled to a refund of any premium paid unless **you** have made a claim.

If **you** do not exercise this right to cancel this **policy** during the Cooling-Off Period, it will continue in force and **you** will be required to pay the premium.

The right to cancel a contract of insurance does not apply where the duration of the contract is less than one month.

**The insurance relates ONLY to those sections of the policy which are shown in the schedule as being insured.**

This Policy is insured by Lloyd's Insurance Company S.A and issued by the Appointed Coverholder, Securus Insurance Ltd.

The **Underwriters** in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the **Underwriter** accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions provisions and conditions of the Policy.

The written authority (which is shown in the **schedule**) allows Securus Insurance Ltd to sign and issue this policy on **Our** behalf.

**This policy wording does have certain general conditions and exclusions, that may not be found in a standard insurance policy wording.**

Please read the whole document carefully. It is arranged in different sections. It is important that;

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **Your** own duties under each section and under the insurance as a whole.

**You** are advised to keep copies of documents sent to or received from **us** for **Your** own protection.

Please contact **Your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Please keep this policy in a safe place – **you** may need to refer to it if **you** have to make a claim.

## Your privacy Notice

### Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Europe") an insurance company authorised and regulated by the National Bank of Belgium (NBB) and regulated by the Financial Services and Markets Authority (FSMA). Its registered office is at Place du Champ de Mars 5, Bastion Tower, 14th floor, 1050 Ixelles, Belgium. Its company/VAT number is BE 0682.594.839, RPR/RPM Brussels. LIC is a wholly owned subsidiary of the Society of Lloyd's, 1 Lime Street, London, EC3M 3HA, United Kingdom (Society of Lloyd's).

### What personal information we process about you

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain. This information includes details such as **Your** name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about **Your** health and any criminal convictions you may have.

### Why we collect Your personal information and the lawful basis for processing

We collect and use **Your** personal data to provide you with the insurance cover. The legal basis is the contract performance with you as the data subject and the compliance with legal obligations, amongst other insurance and tax law obligations. For processing sensitive health personal data, the general legal basis is the consent, unless there is a local statutory right to do so as a legal basis. For processing child personal data, the legal basis is the consent given or authorised by the holder of parental responsibility over the child. Finally, we can also process **Your** personal data for fraud prevention and detection with legitimate interest as the legal basis.

### Who we are sharing Your personal data with

The way insurance works means that **Your** information may be shared and used by several third parties in the insurance sector (inside and outside the European Economic Area-EEA). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose **Your** personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

From time to time we may need to share **Your** personal information with third parties outside EEA and we will always take steps to ensure that any international transfer of information is carefully managed to protect **Your** rights and interests:

- We will only transfer **Your** personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied those alternative arrangements are in place to protect **Your** privacy rights.
- Transfers to service providers and other third parties will always be protected by contractual commitments and where appropriate further assurances.
- Any requests for information we receive from law enforcement or regulators will be carefully checked before personal information is disclosed.

### How long we keep Your data

We keep **Your** personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

We will securely delete or erase **Your** personal information if there is no valid business reason for retaining **Your** data. In exceptional circumstances, we may retain **Your** personal information for longer periods of time if we believe there is a prospect of litigation, in the event of any complaints or there is another valid business reason the data will be needed in the future.

### Other people's details you provide to us

Where you provide us (or **Your** insurance agent or insurance broker) with details about other people, you must ensure that this data protection notice is provided to them.

### Complaints, contacting us and the regulator, and Your rights

If you wish to know how we use **Your** information or see a copy of our full Privacy policy, please contact us [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com) or go to the Privacy policy at website <https://www.lloydseurope.com> where we have full details.

### **You have the following rights in relation to the information we hold about you:**

Right to access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, right to withdraw consent.

If you wish to exercise **Your** rights, you need to contact the insurance agent or insurance broker that arranged **Your** insurance at:

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

### **Consent**

For processing health or genetic personal data, and for processing child personal data below the age of 16, in connection with the insurance cover, the insurance agent or insurance broker that arranged the contract will ask you to obtain **Your** consent through the data protection consent form, except in countries where, for the processing of sensitive health personal data, in the context of an insurance policy, there is a local statutory right to do so.

The processing of child personal data will be lawful if the consent is given or authorised by the holder of parental responsibility over the child.

Member States may provide by law for a lower age for those purposes provided that such lower age is not below 13 years.

You are free to give us **Your** consent, however, if you do not give **Your** consent, or you withdraw **Your** consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling **Your** claims.

### **Contact details of the Data Protection Officer**

If you have any questions relating to data protection that you believe we will be able to answer, please contact our Data Protection Officer:

Data Protection Officer  
Lloyds Insurance Company S.A.  
Bastion Tower  
Place du Champ de Mars 5  
1050 Bruxelles  
Belgium

Email: [LloydsEurope.DataProtection@lloyds.com](mailto:LloydsEurope.DataProtection@lloyds.com)

LBS0046D  
17/03/2023

### **Third Party Rights**

It is not the intention of this **policy** that any party except **us** and **you** or other parties specifically insured by this **policy** should acquire any rights under or in relation to it not be entitled to the benefit of any of its terms.

### **Insurance Act 1936**

All monies which become or may become due under this **policy** shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

### **Stamp Duties Consolidation Act 1999**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

### **Government Charges**

The First Premium herein includes any such charges.

### **Currency**

It is understood and agreed that the currency of all premiums, **sum insured, limit of indemnity, limit of liability, and excesses** shown in the **schedule** of this **policy** or any subsequent renewal notice or endorsement relating thereto shall be the Euro (EUR).

### **Law and Jurisdiction**

This **Policy** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter, interpretation or formation shall be governed by and construed in accordance with the law of the Republic of Ireland.

Each party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including contractual or non-contractual disputes or claims) arising out of or in connection with this **Policy** or its subject matter, interpretation or formation

### **Cancellation**

This **Policy** may be cancelled at any time at **Your** request by writing to **Your** insurance advisor, and the amount of the annual premium retained by **Us** in respect of Sections 1 and 2 is as follows:

<b>Period of Insurance</b>	<b>% of premium retained</b>
Up to 4 months	50%
Up to 5 months	60%
Up to 6 months	70%
Up to 7 months	80%
Up to 8 months	90%

No return premium is applicable for periods in excess of 8 months.

There is no return of premium in respect of Sections 3 and 4 .

Provided that;

- a) no claims have been made under the **Policy** for which **Underwriters** have made a payment
- b) no claims have been made under the **Policy** which are still under consideration
- c) no incident has occurred which is likely to give rise to a claim but has yet to be reported to **Underwriters**

The cost(s) of any survey fees incurred by **Underwriters** will be deducted from any return premium due.

This **Policy** may also be cancelled by **us** or on **our** behalf by 14 days' notice given in writing to **you** at **Your** last known address, and the premium for this insurance shall be adjusted on the basis of **our** receiving or retaining a pro rata share of the premium.

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

### **Change in Circumstance**

**You** are required to notify **us** as soon as is reasonably practicable of all material facts or alterations in the risk which come to **Your** knowledge or arise during the **period of Insurance**. **We** reserve the right to amend the **Policy's** terms and conditions. **We** may refuse a claim where there is a change in the subject matter of the contract of insurance.

In the event of a breach of this term, **we** shall have no liability under this **policy** unless **you** show that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Fraudulent Claims**

- a) If **you** knowingly or recklessly make a claim under this **policy** that is false or misleading in any important respect ("Fraudulent Act"):
  - i. **we** are not liable to pay the claim;
  - ii. **we** may recover from **you** any sums paid by **us** to **you** in respect of the claim; and

- iii. in addition, **we** may by written notice to **you** (as soon as is practicable after becoming aware that a consumer has made a fraudulent claim), treat the **policy** as having been terminated with effect from the time of the Fraudulent Act.
- b) If **we** do treat the **policy** as having been terminated:
- i. **we** may refuse all liability to **you** under this **policy** in respect of a relevant event occurring after the time of the Fraudulent Act; and
  - ii. **we** need not return any of the premiums paid under the **policy**.

## Complaints Procedure

### What the insured should do

The **insurer** strives to provide an excellent service to all its customers but occasionally things can go wrong. The **insurer** takes all complaints seriously and endeavours to resolve all customers' problems promptly. If the **insured** has a question or complaint about this insurance or the conduct of its broker, they should contact that broker in the first instance at the following address:

Securus Insurance Limited, Suite 3, Stafford House, Strand Road, Portmarnock, Co. Dublin.

[www.securus.ie](http://www.securus.ie)

Phone +353 1 8464512

A summary of the **insurer's** complaint handling procedure is available on request and will also be provided to the **insured** when acknowledging a complaint.

**Your** complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be **Your** point of contact regarding **Your** complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of **Your** complaint, in writing, within 20 (twenty) business days of the complaint being made.

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

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

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 6 567 7000

E-mail: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)



## General Definitions

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

### Accident

Accident will mean a single and unexpected event, which occurs at an identifiable time and place.

### Advertising injury

Advertising injury means:

- oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods or services;
- oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
- misappropriation of advertising ideas or style of doing business;
- infringement of copyrighted advertising materials, titles or slogans; in the course of advertising **Your** goods or services.

### Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual.

### Buildings

Buildings means the fixed permanent structures at the **premises** including:

- a) landlord's fixtures and fittings therein and thereon;
- b) outbuildings, annexes, extensions, canopies, conveniences;
- c) foundations;
- d) walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt around and pertaining thereto drains, sewers and gutters;
- e) security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings walls gates fences fixed poles or fixed pylons at the **premises**;
- f) pedestrian malls, associated lampposts and street furniture where **Your** responsibility;
- g) telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which **you** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **premises**;
- h) underground storage tanks;
- i) tenants' improvements where **Your** responsibility and property comprising fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to **you** at the time of the surrender of the lease;
- j) machinery and plant;

but excluding property more specifically insured. **We** do not include within this definition any property or structure which is under construction.

### Business

**Your** ownership of land and **buildings** at the **premises**.

### Costs and expenses

## Costs and expenses means

- costs and expenses (other than claimant costs recoverable from **you** or any **other insured party**) incurred in the investigation, adjustment, appraisal, defence or settlement of an insured event, including expert, legal, appeal and defence costs;
- pre-judgment interest awarded against **you** on that part of any judgment covered under this **policy** but where **we** offer to pay the **limit of indemnity** in settlement of a claim or suit, **we** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- all interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **we** have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of **indemnity** under this **policy**.

## Damage

Damage means:

- I. for Property owners liability loss of use of tangible property that has been physically lost, destroyed or damaged;
- II. for Property damage – Physical loss of, destruction of or damage to tangible property.

## Denial of access

Denial of access means nuisance, trespass, or interference with any easement, right of air, light, water or way.

## Documents

Documents shall mean business books and records, deeds, documents (including stamps thereon), manuscripts, plans and writings of every description, books (written or printed) including computer systems, computer tapes and records.

## Electronic data

Electronic data means facts, concepts and information converted to a form useable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including programmes, software and other coded instructions for such equipment.

## Employee

Employee means any person whilst:

- I. engaged under a contract of service or apprenticeship with **you**;
- II. acting in the capacity of **Your** non-executive director;
- III. not under a contract of service or apprenticeship who is, at **Your** requirement, supplied to, hired or borrowed by **you** in the course of **business** and under **Your** control, including but not limited to:
  - a) persons on secondment from another company that is not an insured under this **policy**;
  - b) labour masters or persons supplied by them;
  - c) labour only subcontractors or persons supplied by them;
  - d) self-employed persons;
  - e) drivers or operators of hired-in plant;
  - f) persons engaged under work experience, training, study, exchange or similar schemes;
  - g) any officer, member or voluntary helper of the organisations or services stated in the business;
  - h) voluntary workers, helpers and instructors;
  - i) employee(s) elected on any industry users committee;
  - j) outworkers or homeworkers employed under contracts to personally execute any work in connection with business while they are engaged in that work;

- k) prospective employees who are being assessed by **you** as to their suitability for employment;
- l) any person a Court of Law in the Republic of Ireland judges to be an employee; provided that **you** can always request that any such person is not treated as an employee.

### Excess

- For **Insured section** - Property damage: excess means the first amount payable by **you** in respect of each and every claim or potential claim to be applied to each and every **premises** as ascertained after the application of all other terms and conditions of this insurance.
- For all other **Insured sections**: - excess means the first amount payable by **you** in respect of each and every claim or potential claim as ascertained after the application of all other terms and conditions of this insurance.
- The **limit of Indemnity** or the **sum insured**, as applicable, are in excess of and shall not be reduced by the amount of any **excess**.

### Insured section

Insured section means all sections of this **policy** that form part of the insurance contract but only if stated as 'insured' in the **schedule**.

### Legionella

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

### Limit of indemnity means:

for **insured section** – Employers liability the amount stated in the **schedule** which is the maximum amount of **our** indemnity arising out of one (1) occurrence regardless of the number of:

- I. **other insured parties**; or
- II. persons or organisations bringing claims or **suits**; or
- III. claims against **you** or series of claims against **you**, or claims or series of claims made by **you**;

for **insured section** – Property owners liability the amount stated in the **schedule** which is the maximum amount of **our** indemnity arising out of one (1) occurrence or series of occurrences arising out of one (1) originating cause regardless of the number of:

- I. **other insured parties**; or
  - II. persons or organisations bringing claims or **suits**; or
  - III. claims against you or series of claims against you, or claims or series of claims made by **you**;
- where two (2) or more insuring clauses are subject to a combined single limit, then the combined single limit is the maximum **we** will pay for any insured event to which such insuring clauses apply in combination, and;
  - where a limit of Indemnity is stated in the **schedule** as in the aggregate, that aggregate is the maximum **we** will pay for all insured events during the **period of insurance**.

### North America

North America means the United States of America or its territories or possessions or Canada.

### Nuclear hazards

Nuclear hazards means:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

### Other insured party

Other insured party means any of the following parties:

- any of **Your** directors, partners, **employees** or a former **employee**;
- any officers or trustees of **Your** pension scheme(s).

### Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

### Personal injury

Personal injury means harm other than **advertising injury** or **bodily injury** arising out of one or more of the following offences committed in the course of the **business**:

- false arrest;
- detention or imprisonment;
- malicious prosecution;
- wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
- invasion of the right of privacy;
- libel, slander or defamation.

### Policy

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

### Pollutant

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. Legionella bacteria are deemed not to be pollutants for the purpose of this insurance.

### Pollution

Pollution means:

- ii. the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- iii. any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured** or any **other insured party** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

### Premises

For **insured section** - Property damage; premises means **Your** premises at the address(es) specified in the schedule.

For **insured sections** - Employers' liability and Property owners liability; premises means the buildings or land that are owned, leased, hired or tenanted by or on loan to **you** for the purpose of the **business**.

### Schedule

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

### Suit

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including

- an arbitration proceeding in which such damages are claimed and to which any **other insured party** must submit or does submit with **our** consent; or
- any other alternative dispute resolution proceeding in which such damages are claimed and to which any

**other insured party** submits with **our** consent.

### **Sum insured**

Sum insured means the sum specified as the sum insured in the **schedule**.

### **Terrorism**

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

### **Unoccupied / Unoccupancy**

Unoccupied / Unoccupancy means any **premises** stated in the **schedule** that is not occupied by **you** or a person or tenant authorised by **you**.

### **War**

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local.

### **We / Us / Our/ Insurer/Underwriters**

Lloyd's Insurance Company S.A

### **Work away**

Work away means work, operations, installation or services performed by **you** or on **Your** behalf but not on the **premises**.

### **You / Your**

You / **Your** means:

- the company or other organisation including any or **Your** subsidiary companies that are in existence at the inception date of the insurance and have been declared to **us** until such time as they may be sold or otherwise disposed (but not excluding any liabilities incurred prior to disposal), and;
- the person or people shown as insured in the **schedule**;
- including in either case **Your** legal or personal representatives in respect of any claim under this **policy** incurred on **Your** behalf.

## Insured section - Property damage

### Property damage insurance

#### Insured perils:

**Damage** to the **buildings** occurring during the **period of insurance** caused by any of the insured perils of:

- a) Fire but excluding damage caused by:
  - i) explosion resulting from fire;
  - ii) earthquake or subterranean fire;
  - iii) its own spontaneous fermentation or heating or 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;
- d) Aircraft or other aerial devices or articles dropped there from;  
Provided that:
  - (i) the **damage** arises solely out of the **unoccupancy** of the **buildings** within the Republic of Ireland;
  - (ii) **we** shall not be liable for **damage** or liability arising out of, or in connection with, building operations, redecoration, renovation, or refurbishment whether the premises is deemed occupied or not;
  - (iii) **our** liability under this **insured section** will not exceed the **sum insured** or the **limit of indemnity** as applicable and stated in the **schedule**.

### Property damage Additional Costs and Expenses

In respect of any **damage** which is covered by the 'insured perils' clause, **we** will also pay **Your** additional **costs and expenses** as follows:

#### Debris removal

The costs and expenses necessarily incurred by **you** with **our** consent in removing debris from the site of the **damage** and in areas immediately adjacent, or cleaning or clearing drains, sewers and/or gutter of, or dismantling and/or demolishing of, or shoring up, propping and/or fencing the portion or portions of the **building** that has been **damaged** by an insured peril of fire, lightning, aircraft or explosion;

except that:

- a) **our** liability for such costs and expenses will not exceed the amount for
  - i) **buildings**; or
  - ii) if the **buildings** are not covered under this **insured section**, debris removal stated in the **schedule** which is the most we will pay in total for all claims covered during the **period of insurance**; and
- b) **we** will not be liable for any costs and expenses;
  - i) incurred in removing debris of property not insured by this **policy**;
  - ii) arising from **pollution** of property not insured by this **policy**;
  - iii) of temporary boarding up of windows as part of a claim for breakage of glass if this **policy** includes glass damage.

## European Union and public authorities

The additional cost of reinstatement of the damaged **buildings** 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 Parliament or with byelaws of any municipal or local authority or European Union directive except that the amount recoverable under this clause will not include:

- a) the cost incurred in complying with any such regulations, byelaws or directive:
  - i) in respect of **damage** occurring prior to inception;
  - ii) in respect of **damage** not insured by this **insured section**;
  - iii) under which notice has been served upon **you** prior to the happening of the **damage**;
  - iv) in respect of undamaged **buildings** or undamaged portions of the **building** other than foundations (unless foundations are specifically excluded from the insurance by this **insured section**) of that portion of the **building damaged**;
- b) the additional cost that would have been required to make good the building **damaged** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations, byelaws or directives not arisen,
- c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations, byelaws or directives
- d) if **our** liability in respect of any **building** apart from this clause is reduced by the application of any of the terms and conditions of this insurance or this clause then **our** indemnity under this clause in respect of any such **building** will be reduced in like proportion;
- e) **we** will have no liability under this clause unless the work of reinstatement is commenced and carried out with reasonable despatch (which may be carried out upon another site and in any manner suitable to **Your** requirements subject to **our** liability **not** being thereby increased).

Our liability for any and all costs and expenses under this clause will not exceed the amount stated in the **schedule**

## Fire extinguishment expenses and emergency services damage

Costs and expenses incurred by **you** for:

- a) extinguishment expenses in order to minimise **damage**;
- b) recharging or repairing **damage** to any gas or sprinkler fire extinguishment system;
- c) damage to lawns gardens playing surfaces and landscaped areas car parks private roads and pathways at the **premises** caused by emergency service vehicles while attending an incident involving **damage** for which **we have** accepted a claim under this **insured section**;

**Our** liability for any and all costs and expenses under this clause will not exceed the amount stated in the **schedule**

## Temporary repairs following damage

Following **damage** at the **buildings**, the reasonable cost of boarding-up of fixed glass in windows, doors, fan lights and skylights that is necessary to make the building secure; the installation of temporary doors made necessary for weatherproofing or securing the building; weather-proofing buildings and securing the site.

## Professional Fees

The costs and expenses incurred in employing architects, surveyors, lawyers and consulting engineers in the reinstatement or repair of the **buildings** following **damage** except that

- a) such costs and expenses shall not include those incurred in preparing any claim under this **policy**
- b) **our** liability for such costs and expenses will not exceed the amount stated for **buildings** in the **schedule** which is the most we will pay in total for all claims covered during the **period of insurance**.

## Property damage Limitations and Exclusions



The following are excluded from and not covered by the **policy** under this **insured section**:

### **Aircraft travelling at supersonic speeds**

Aircraft travelling at supersonic speed or consisting of pressure waves caused by aircraft, other aerial device or satellite travelling at sonic or supersonic speeds;

### **Biological or Chemical Materials Exclusion**

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

### **Cyber and Data Exclusion**

**We** will not pay for any:

(a) Cyber

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

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

(b) Electronic Data

loss of or **damage** to any electronic data (for example files or images) wherever it is stored.

### **Disease Exclusion**

This Policy does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

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

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

### **Indirect loss**

Any **damage** that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this **schedule**.

### **Excluded property**

the following property unless specified to the contrary in the **schedule**:

- i) livestock, bloodstock, fishstock growing crops or trees;
- ii) watercraft or aircraft or other aerial devices or satellites;
- iii) motor vehicles or their contents, accessories, caravans or trailers;
- iv) **money**, bullion, foreign coins counterfeit or substitute **money**;
- v) land, piers, jetties, bridges, culverts or excavations;
- vi) moveable property in the open, gates or fences;
- vii) any motor vehicle the use of which is not permanently confined to the **premises**;
- viii) property in the course of erection or installation.

### **Glass, glass surrounds and washroom facilities**

breakage of or **damage** to glass, glass surrounds, sanitary ware and washroom facilities.



## Nuclear Hazards

in whatever form, directly or indirectly, or contributed to, by or in connection with, **nuclear hazards**;

## Property away from Your premises

**damage** arising to property away from **Your premises**.

## Property insured elsewhere

**damage** to, or **costs and expenses** in respect of any **building** which is otherwise more specifically insured by **you** or on **Your** behalf.

## Terrorism

any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

## War and terrorism

any act of **war** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **war**.

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

## Settling claims - How we deal with Your claim

If **Your** claim for loss or damage is covered under this policy, **we** will pay the cost of repair as long as:

1. the **buildings** were in a good state of repair immediately prior to such loss or damage
2. the **sum insured** is enough to pay for full cost of rebuilding the **buildings** in their present form
3. the damage has been repaired or the **building** has been reinstated.

**We** will subtract an amount for wear and tear or betterment from the cost of any reinstatement or repair if immediately before the loss or damage the **buildings** were not in a good state of repair.

**We** will not pay the cost of reinstating or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

If at the time of loss or damage it is **Your** intention to demolish the **building**, **our** liability shall be limited to the additional costs of Debris Removal solely incurred as a result of such loss or damage.

## Property damage Conditions

### Unoccupied premises

**We** shall be entitled to refuse to pay any claim under this **policy** in its entirety if throughout the **period of insurance** **you** do not ensure that in respect of any **Building**:

- a) the mains supply services are switched off at the point of supply to the **building** other than in respect of the following circumstances:
  - i) the circuit(s) of the electricity supply which is/are needed to maintain any protection or security system in operation;
  - ii) mains services which are needed to maintain any sprinkler systems in full working order and in these circumstances, heating must be maintained in the **building** at a minimum temperature of 15 degrees Centigrade;
  - iii) water, gas and electricity left on to avoid risk of damp;

- iv) water, gas and electricity left on to power lighting for prospective buyers and/or operation of lights on timers to give the impression that the **building** is occupied.
  - v) water, gas and electricity left on if **you** are staying in the **building** overnight.
- b) the **building** is inspected thoroughly both internally and externally at least once each week by **you**; **Your** representative or **Your** employee and:
- i) all defects in maintenance and security are rectified as soon as practicably possible;
  - ii) accumulations of combustible materials such as junk mail, in and around the **building** are removed during inspection;
  - iii) with records of such inspections maintained;
- c) all windows and doors to the **building** are secured against illegal entry by good quality locks and other security measures, all of which are in operation;
- d) the perimeter fences, walls and gates are maintained in good repair.

### Protection and Security of Property

**We** shall be entitled to refuse to pay any claim under this **policy** in its entirety if **you** do not use the utmost diligence and take all practical and necessary steps to protect, recover and save property insured and minimise any actual or potential **damage** when property has sustained or is in imminent danger of sustaining **damage**.

**We** shall also be entitled to refuse to pay any claim under this **policy** in its entirety if **you** do not at all times maintain all property in a good, proper manner and ensure that all protection and security systems that have been advised to **us**, as well as all other protection and security systems, are in force at all times

### Reinstatement of property

If **we** elect or become bound to reinstate or replace any **building**, **you** will, at **Your** own expense, produce and give to **us** all such plans, documents, books and information as **we** may require. **We** will not be bound to reinstate exactly or completely but only as circumstances permit, and in reasonably sufficient manner, and will not in any case be bound to expend in respect of any **building** more than the **sum insured** or **limit of indemnity** thereon.

### Average

If the **schedule** specifies that this **policy** is provided on a sum insured basis, each of the **sums insured** by this **insured section** subject to the following condition of Average:

Whenever a **sum insured** is declared to be subject to average, if the property insured thereby will at the breaking out of any fire or at the commencement of any **damage** to such property by the insured perils of fire, lightning, explosion and aircraft, be collectively of greater value than such **sum insured**, then **you** will be considered as being **Your** own **insurer** for the difference and will bear a rateable proportion of the loss accordingly.

### Contracting purchaser

If at the time of **damage** to any **building** insured under this **insured section** you **have** contracted to sell **Your** interest in such **building**, the purchaser will be entitled to the benefits of this **insured section** insofar as it relates to such **damage** without prejudice to **Your** rights **or** **our** rights up to the date of completion provided that:

- e) **damage** takes place during the period from exchange to completion;
- f) the completion is finalised;
- g) the property is not otherwise insured by or on behalf of the purchaser against such **damage**.

### Designation

For the purpose of determining where necessary the heading under which any property is insured, it is agreed to accept the designation under which such property has been entered in **Your** books.

### Non-invalidation

If the risk of **damage** is increased by any act or omission, or by any alteration, that occurs without **Your** knowledge, such increase will not invalidate this insurance, provided that you upon becoming aware of such act, omission or alteration, gives notice to us as soon as reasonably possible and pay such extra premium as we may require.

### Other parties

The interest of such other parties including, as the case may be lessors, mortgagees, banks, hire purchase companies specified in the **schedule** (or notified by **you** to **us** in writing from time to time) is noted in this insurance, but only to the extent of their financial interest in the **property insured**, but not as joint insured.

In the event of any claim the:

- h) **you** will declare to **us** as soon as reasonably possible the names of such interested parties;  
and
- i) **we** will consult with such declared interested parties as regards the manner and method of any indemnity so as to protect the direct financial interests of such parties.

### Reinstatement of sum insured following loss

In respect of **buildings** on a '**sum insured**' basis, in consideration of this insurance not being reduced by the amount of any loss under this **insured section you** will pay such additional premium to us as may be required.

## Insured section - Employers' liability

### Employers' liability cover

We will cover **you** for all sums that **you** will become legally liable to pay as damages, including claimant costs recoverable from **you**, arising out of **bodily injury** caused during the **period of insurance** and sustained by an **employee** in the course of employment by **you** in the **business**.

### Employers' liability extensions

#### Cross liabilities

For each legal entity comprising you, we will separately indemnify each party under this insured section as if a separate policy had been issued to each provided that in respect of claims made or suits brought against any of them by any other person our total indemnity to all parties, will not exceed the limit of indemnity.

#### Indemnity to other parties

At **Your** request, **we** will separately cover each **other insured party** provided that the:

- j) **you** would have been entitled to cover by this **insured section** had the claim or **suit** been made against **you**;
- k) **other insured party** is not covered under any other insurance or in any other way;
- l) **we** have the sole conduct and control of any claim;
- m) **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were **you**.

#### Principals

We will cover any of **Your** principals, where requested by **you**, but only to the extent that liability arises solely out of the work performed for the principal by **you** or on **Your** behalf and provided that:

- n) the principal shall as though they were **you** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
- o) **our** liability under this clause shall in no way operate to increase the **limit of indemnity**;
- p) the principal is not covered under any other insurance or in any other way.

### Employers' liability limitations and exclusions

This **insured section** excludes and does not cover:

#### Asbestos

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;

#### Contractors/Sub Contractors exclusion

This policy does not cover liability in respect of personal injury or property damage arising directly or indirectly from or caused by, contributed to by or arising from any action, omission or otherwise of:

1. Any contractor or subcontractor of yours of any tier whatsoever
2. Any director, executive officer, employee or partner of any contractor or subcontractor (or any of their contractors or subcontractors) of yours or any tier thereof.

It is noted that this exclusion shall not apply to you for **Your** own liabilities arising out of any action, omission or otherwise of any contractor, subcontractor or other entity named in 1 or 2 above.

#### Cyber and Data Exclusion

We will not pay for any:

- (a) Cyber

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

- I. the use of or inability to use any application, software, or program.
- II. any computer virus.
- III. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or **damage** to any electronic data (for example files or images) wherever it is stored

**Deliberate actions by employees**

**bodily injury** and any associated **costs and expenses**, either expected or intended by the **employee** other than the use of reasonable force to protect persons or property, but this exclusion does not apply to liability incurred as a direct or indirect result of such **employees** actions by **you** or **other insured party**, provided such party was unaware of or unable to prevent the **employee's** intentions and did not condone such action.

**Communicable Disease Exclusion**

This Policy does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

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

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

**Employment practices dispute**

liability which arises out of:

- q) a dispute between an employer / prospective employer and **employee** / prospective **employee** referred or capable of being referred to a Rights Commissioner or the Employment Appeals Tribunal including such appeal courts or tribunals;
- r) a settlement or adjudication of or under the auspices of a Rights Commissioner or the Employment Appeals Tribunal;  
and which is or is capable of being insured under a generally available Employment Practices Liability Insurance Policy;

**Excess**

the **excess** stated in the **schedule**;

**Fines and penalties**

liability for payment of any fines or penalties imposed or ordered to be paid;

**Limit of indemnity**

liability in excess of the **limit of indemnity** stated in the **schedule**;

**North American jurisdiction**

liability for payment of any judgment, award, payment or settlement made within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) unless otherwise stipulated in the **schedule**;

**Nuclear hazards**

liability that attaches by or arising from the terms of any contract (other than contracts of employment between **you** and **Your** employees) or agreement for **bodily injury** caused by **nuclear hazards**;

**Vehicles**

liability for which insurance is required by any road traffic legislation or any alteration to such regulations or any similar legislation applying in any territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles;

### **Pyrites**

any liability directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by pyrite, bravoite, cattierite or vaesite.

### **Terrorism**

any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **War**

any act of **war** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **war**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Workman's compensation or social security payment**

liability for any claims arising out of **bodily injury** that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment

## **Insured section - Property owners liability**

### **Property owners liability cover**

We will cover **you** by the terms of this **insured section** against legal liability to pay damages, including claimant costs recoverable from **you**, as a result of:

- **bodily injury, damage or denial of access that happens during the period of insurance** and arises out of and in connection with the **business**;
- **bodily injury, damage or denial of access**, arising out of or from **pollution** occurring during the course of **business** provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

### **Additional Property owners liability costs and expenses**

In addition, following any event which is or may be the subject of insurance under this **insured section** we agree to cover **you** for **costs and expenses**, but the **costs and expenses** form part of the limit of indemnity and do not increase the limit of indemnity.

### **Property owners liability extensions**

- **Cross liabilities**

For each legal entity **you** comprise of, **we** will separately cover each party under this **insured section** as if a separate **policy** had been issued to each but in respect of claims made or **suits** brought against any of them but **our** total liability to all parties, will not exceed the **limit of indemnity**. Further, where requested by **you**, **we** will waive all rights of subrogation against **Your** subsidiary or from a subsidiary against **Your** parent.

- **Cover for other parties**

At **Your** request, **we** will separately cover each **other insured party** provided that:

- a) **you** would have been entitled to cover by this **policy** had the claim or **suit** been made against **you**;
- b) the **other insured party** is not covered under any other insurance or in any other way;
- c) **we** have the sole conduct and control of any claim;
- d) the **other insured party** agrees it will be bound by this **policy** (other than in respect of premium) as if it were **you**.

- **Principals**

**We** will cover any of **Your** principals, where requested by **you**, but only to the extent that liability arises solely out of the work performed for the principal by **you** or on **Your** behalf and provided that:

- a) the principal shall as though they were **you** observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply; and
- b) **our** liability under this clause shall in no way operate to increase the **limit of indemnity**; and
- c) the principal is not covered under any other insurance or in any other way.

### **Property owners liability limitations and exclusions**

This **insured section** excludes and does not cover:

#### **Advertising injury**

any loss or liability arising from **advertising injury**;

#### **Advice, design or plans provided for a fee**

any loss arising out of or from advice, design, plans, specifications, formulae, surveys, or directions prepared or given by **you** or **other insured party** for a fee;

#### **Asbestos**

liability arising from or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials;

### **Costs and expenses arising from a deliberate act**

**costs and expenses** incurred in proceedings other than in respect of manslaughter, corporate manslaughter or corporate homicide consequent upon any deliberate act or omission by **you** or on **Your** behalf **or any other insured party** if the result of such act or omission could reasonably have been expected to constitute an offence under any legislation;

### **Costs of recall or guarantee**

expenditure, whether incurred by **you** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement, reinstatement of any **product** or part thereof and/or from financial loss consequent upon the necessity for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement;

### **Cyber and Data Exclusion**

**We** will not pay for any:

(a) Cyber

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

- I. the use of or inability to use any application, software, or program.
- II. any computer virus.
- III. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or **damage** to any electronic data (for example files or images) wherever it is stored.

### **Damages arising from a deliberate act**

**bodily injury, damage or denial of access**, and any associated **costs and expenses**, either expected or intended by **you** or any **other insured party** but this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property;

### **Communicable Disease Exclusion**

This Policy does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

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

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

### **Excess**

the amount of the **excess** as applicable and stated in the **schedule**;

### **Financial loss**

liability for pure financial loss that is not consequent upon **bodily injury** or **damage**;

### **Fines, penalties or multiplication of compensatory damages**

any fines, penalties, punitive damages, exemplary damages, aggravated damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;

### **Intentional disregard of reasonable precautions**

any insured event or loss arising or arising out of or continuing from **Y o u r** deliberate, conscious or intentional disregard of the need to take all reasonable precautions to prevent an insured event or loss arising or continuing;



### **Legionella**

**bodily injury, damage or denial of access** arising out of, alleging or attributable to the existence of **legionella**;

### **Liability from employment**

**bodily injury** sustained by any **employee** arising out of or in the course of employment by **you** in the **business**;

### **Limit of indemnity**

liability in excess of the **limit of indemnity** stated in the **schedule** except for payment of **costs and expenses** as provided for by clause 6.2;

### **Liquidated damages**

any loss arising out of or from any liquidated damages clauses or penalty clauses or performance warranties in any contract or agreement which **you** or any **other insured party** has entered into unless it is proven that, and then only to the extent that, liability would have attached in the absence of such clauses or warranties;

### **North America risks**

- a) loss or liability arising from **bodily injury, damage** occurring or **denial of access** within **North America**;
- b) liability arising out of or from or brought about by or contributed to by **pollution** within **North America**;

### **North American jurisdiction**

liabilities in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part);

### **Nuclear risks**

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or as a consequence of;
- b) any legal liability of whatsoever nature;
- c) any sum which **you** become legally liable to pay or any loss or expense;

directly or indirectly caused by or contributed to by or arising from or, in the case of c) above, attributable to **nuclear hazards**.

### **Overseas domiciled operations**

**Your** subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the Republic of Ireland or England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands;

### **Owned or previously owned premises**

loss or liability for **damage** or **denial of access** caused by or arising from **pollution** to land or **premises** (including land or water within or below the boundaries of such land or **premises**) that are presently or were at any time previously owned, leased, hired or tenanted by **Your** or otherwise in **Your** care, custody or control;

### **Ownership or use of mechanically propelled vehicles**

**bodily injury, damage** or **denial of access** arising out of or from the ownership, maintenance, operation or use of any mechanically propelled vehicle by **you** or on **Your** behalf or any **other insured party**;

### **Personal injury**

loss or liability arising from **personal injury**;

### **Property in Your care, custody and control**

**damage** to property owned, leased, hired or held in trust by **you** or under hire purchase or on loan to **you** or held otherwise in **Your** care, custody or control;

### **Terrorism**

Any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **The product itself**

liability for **damage** to **Your product** or any part thereof arising from a defect or unsuitability thereof and pure financial loss arising therefrom;

### **War**

any act of war regardless of any other cause or event contributing concurrently or in any other sequence to the loss. This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of war. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Work away**

loss or liability for **bodily injury** or **damage** arising from **work away**.

## Duties in the event of a claim or potential claim

- **You** must notify **us** as soon as possible of all incidents that may give rise to a claim. This must be no later than 30 days from the date of the incident.
- **You** must provide **us** with written details of what happened within 30 days of incident and provide any other information **we** may require.
- **You** must forward to **us**, by registered post and within 3 working days, any letter, writ, summons or other legal document served on **you** in connection with a claim or possible claim. **You** must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
- **We** or **our** representatives will be entitled to enter **Your property** or any **building** where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, **we** may do this in **Your** name and for **our** benefit but at **our** expense.
- **You** must not dispose of any damaged items before **we** have had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
- It is **Your** responsibility to prove any loss and **you** must provide us with evidence of the value or age (or both) for all items involved in a claim. To help prove **Your** claim **we** will require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **Your property**.
- **You** must take care to limit any loss, damage or injury.
- Notice to **us** must be given to the claims notification addresses specified below:

Securus Insurance Limited,  
Suite 3, Stafford House,  
Strand Road,  
Portmarnock,  
Co. Dublin. D13 TR59

Email: [info@securus.ie](mailto:info@securus.ie)

Phone: +353 1 8464512

If **You** do not comply with these conditions, **We** may have the right to refuse to pay **Your** claim.

## Claim notification – Insured sections - Employers liability and Property owners liability

**You will** give notice in writing to **us** as soon as practicably possible:

- a) on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings that includes alleged **bodily injury**;
- b) but in any event within seventy two (72) hours from coming in possession of actual knowledge that notice of an Industrial Tribunal hearing includes alleged **bodily injury** or **personal injury**;
- c) on, or not later than seventy two (72) hours from, **Your** actual knowledge of any death or **bodily injury** to any **employee** involving a stay in hospital in excess of three (3) days;
- d) but in any event within thirty days (30) days after any other **accident**, event or the coming in possession of actual knowledge of **bodily injury**, **personal injury** or **damage**, with full particulars thereof;

which may be the subject of cover under this **policy**.

Notice to **us** must be given to the claims notification addresses specified below:

Securus Insurance Limited,  
Suite 3, Stafford House,  
Strand Road,  
Portmarnock,  
Co. Dublin. D13 TR59

Email: [info@securus.ie](mailto:info@securus.ie)

Phone: +353 1 8464512

### Your duties

For each and every claim **you** and any person acting on **Your** behalf must:

- a) not admit responsibility, liability, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- b) not incur any expense without **our** consent **except** at **Your** own cost;
- c) always act honestly, there being no rights to any form of payment or cover under the **policy** in the event that any claim is made fraudulently;
- d) give all such information, assistance and forward all documents to enable us to investigate, settle or resist any claim as **we** may require;
- e) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- f) not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **policy**;

### Claim Procedure

Unless stated otherwise all claims will be handled and overseen by **us**. For each and every claim **you** and any person acting on **Your** behalf must:

- For **Insured section - Property damage**, within thirty (30) days after **damage** or such further time as **we** may in writing allow, at **Your** own expense, deliver to **us** a claim in writing, containing as particular an account as may be reasonably practical of the several articles or portions of property damaged and the amount of the **damage** thereto respectively, having regard to their value at the time of the **damage** together with any details of any other insurance on any **building** provide, such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- For **Insured sections - Employers liability and Property owners liability**,
  - a) immediately send **us** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an insured event as soon as received by **you**. In addition **you** must co-operate with **us** or **our** appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;
  - b) authorise **us** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **bodily injury**;

### Our rights

**We** will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to **you** upon such conditions as regards the payment of costs and with such liberty to bind **us** by compromise as **we** may in **our** absolute discretion determine.

**We** may at any time pay the **limit of indemnity** or **sum insured** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and

be under no further liability except (where payable under the relevant **insured section**) for payment of **costs and expenses** incurred prior to the date of payment.

### **Subrogation**

Except as expressly provided by any 'Waiver of subrogation' clause, for each and every claim, **you** and any person acting on **Your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.

**You** or any other party insured by this **policy** will, at **our** request and expense, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their insurance by **us**.

In the event of any payment under this **policy**, **we** will act in concert with all other interested persons (including **you**) concerned in the exercise of any rights of recovery.

The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including **you**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; **we** are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including **you**) to whom this coverage is in excess shall be entitled to claim the residue, if any.

Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

## General terms and conditions

### Adjustment of premium

Where the premium in whole or part is provisionally based on estimates provided by **you**, **you** will keep accurate records and declare such information as **we** require within three (3) months of the expiry of the **period of insurance**. The premium will then be adjusted, and any difference paid by or allowed to **you** as the case may be but subject to any minimum premium that may apply. **We** reserve the right to request that **you** supply an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

### Assignment

Assignment of interest under this **policy** will not bind **us** unless and until **our** written consent is endorsed hereon.

### Contribution

If at the time of any claim there is any other valid and collectible insurance available to **you** or any **other insured party** other than insurance that is specifically stated to be in excess of this **policy**, and names **you** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

### Document management

**We** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

### Dispute resolution

All matters in dispute between **you**, other **insured** parties and **us** arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed then either party may apply to the Irish Commercial Mediation Association ('ICMA') for the appointment of a mediator. The parties shall share equally the costs of ICMA and of the mediator and that the reference, conduct and any **settlement** of the dispute at mediation will be conducted in confidence.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined by a sole arbitrator to be appointed in default of agreement between the parties by the President for the time being of the Incorporated Law Society of Ireland whose determination will be made as an arbitrator and be binding upon the parties.

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

### Insurance Act 1936 and Finance Act, 1990

All monies which become or may become due or payable by the **insurer** under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland. Further, the appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act, 1990.

### Duty of Disclosure

**You** or any party acting on **Your** behalf is under a duty to answer all questions posed by **us** honestly and with reasonable care in connection with **Your** application for insurance, whether at inception or otherwise. Failure to disclose all information requested by **us** during the application process may prejudice **Your** position with **us**.

### Innocent misrepresentation

If **you** or anyone acting on **Your** behalf makes a claim under this contract of insurance and where **you** or anyone acting on **Your** behalf, having discharged their duty to answer questions honestly and with reasonable care, but where an answer as provided involves an innocent misrepresentation, **we** shall pay the claim made and shall not be entitled to avoid this contract on the ground that there was a misrepresentation.

## Negligence misrepresentation

If **you** or anyone acting on **Your** behalf makes a claim under this contract of insurance and where **you** or anyone acting on **Your** behalf, having discharged **Your** duty to answer questions honestly and with reasonable care, but where an answer as provided involves a negligent misrepresentation (that is, one that was not fraudulent):

- (a) If **we** would not have entered into the insurance contract on any terms, **we** may avoid the contract and refuse all claims, but shall return the premiums paid;
- (b) If **we** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), this contract shall be treated as if it had been entered into on those different terms if **we** so requires.
- (c) If **we** would have entered into the insurance contract (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim.
- (d) Where there is not any outstanding claim under the insurance contract, **we** may either:
  - (i) give notice to **you** that in the event of a claim it **we** exercise the remedies in paragraphs (a) to (c), or
  - (ii) terminate the contract by giving reasonable notice to **you**.

## Fraudulent misrepresentation

Where a claim is made under this contract of insurance and where an answer by **you**, or anyone acting on **Your** behalf, involves a fraudulent misrepresentation, or where any conduct by **you**, or anyone acting on **Your** behalf (relative to this contract or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid this contract of insurance.

## Criminal acts at the premises

**You** must notify **us** as soon as possible of any malicious act, theft, attempted theft or other criminal activity at the **premises**. When **we** are notified of such incidents, **we** will tell **you** if this effects **Your** policy. For example **we** may amend the terms of **Your** policy.

## Inspection and audit

**We**, or such representative as **we** may designate, will be permitted but not obligated to inspect **Your** property and operations at any time given reasonable notice. Neither **our** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on **Your** behalf of or for **Your** benefit or others, to determine that such property or operations are safe.

## Minimisation of risk

**You** will take all practicable steps at **Your** own expense to prevent an insured event:

- a) arising; or
- b) continuing.

**We** shall be entitled to refuse to pay any claim under this **policy** in its entirety if **you** do not use the utmost diligence and take all practical and necessary steps to avoid or minimise any claims which arise and may arise from an insured event.

## Representation

**You** will act on behalf of all **other insured parties** under this **policy** with respect to the giving and receiving of any notices from **us** or **our** representatives including any notice of cancellation. The payment to **you** of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium to any **other insured party**.

### **Sanction limitation and exclusion**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Consumer Insurance Contracts Act 2019**

Should any provision of this policy be inconsistent with the terms of the Consumer Insurance Contracts Act 2019 in force as at the date of inception or renewal (as relevant) of this policy, the terms of the Act will prevail and any provision will be read in a manner consistent with the requirements of the Act.

The logo for Lloyd's, consisting of the word "LLOYD'S" in a white, serif, all-caps font, centered within a solid black rectangular background.