



# Automotive

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POLICY WORDING

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## IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

## CLAIMS PROCEDURE

If you wish to make a claim, please contact us on 01 6095601 quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at [www.travelers.ie](http://www.travelers.ie)

## COMPLAINTS PROCEDURE

### Our Promise To You

1. We will acknowledge complaints promptly
2. We will investigate quickly and thoroughly
3. We will keep you informed of progress
4. We will do everything to resolve your complaint fairly
5. We will learn from our mistakes and use your feedback to continually improve our service

### What To Do If You Have A Complaint

If you are dissatisfied with any aspect of our service, please contact us on 01 6095600 or email us at: [CustomerRelations@travelers.com](mailto:CustomerRelations@travelers.com). quoting your policy number or claim reference if appropriate. Alternatively, you can write to us at the address below:

The Compliance Officer, Third Floor, Block 8  
Harcourt Centre, Charlotte Way, Dublin 2

If we have not been able to resolve your complaint to your satisfaction and you are an eligible complainant, you may refer the matter to the Financial Services and Pensions Ombudsman (FSPO) at the address below:

Financial Services and Pension Ombudsman Third Floor,  
Lincoln House, Lincoln Place, Dublin 2 D02 VH29  
Email: [info@fspo.ie](mailto:info@fspo.ie) Website: [www.fspo.ie](http://www.fspo.ie)  
Tel: +353 1 567 7000

## USING PERSONAL DATA: - FAIR PROCESSING NOTICE

### How we treat information about you and your rights under data protection legislation.

In order to provide our insurance services, we (Travelers Insurance Designated Activity Company acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, we will pass your policy details to the Motor Third Party Liability database maintained by the Motor Insurers' Bureau of Ireland (MIBI). For information about how the MIBI may use this information, please click [www.travelers.ie/privacy-policy](http://www.travelers.ie/privacy-policy)

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click: [www.travelers.ie/privacy-policy](http://www.travelers.ie/privacy-policy)

## SUMMARY OF CONFLICTS OF INTEREST POLICY

Travelers maintain an internal Conflict of Interest policy which identifies circumstances which may give rise to a potential for conflict of interest.

Where a conflict of interest or suspected conflict of interest has been identified, and cannot be reasonably avoided, we will disclose the general nature and or source of the conflict of interest to you and your insurance intermediary.

Travelers will not proceed and bind any insurance contract with you unless you the policyholder have acknowledged, in writing, that you are aware of the conflict of interest and still want to proceed with your insurance contract with us, and, that your intermediary confirms in writing the conflict does not damage your best interests.

## COOLING-OFF PERIOD

If your annual turnover is EUR 3,000,000 or less, you can cancel this policy within 14 working days from the date you received your insurance documentation ('the cooling-off period').

If you choose to cancel this policy during the cooling-off period, we will return your premium in full provided that you have not:

- a) made a claim under the policy, or
- b) changed any term or condition of the policy during the cooling-off period

The deemed date of receipt of your insurance documentation shall be the day of sending (if sent by email) or the second day after posting (if sent by post).

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# The Contract of Insurance

The Named Insured having made to the Company a Proposal and Declaration which shall be the basis of this contract and having paid or agreed to pay the premium to the Company the Company will provide the insurance indicated in the Policy Sections during the Period of Insurance stated in the Master Schedule or during any subsequent Period of Insurance for which the Company may accept payment subject to the terms conditions and exclusions contained herein or endorsed hereon

The Policy and the Proposal shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the general definitions or specific Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Section respectively and unless the context requires otherwise

- a) the singular includes the plural and vice versa
- b) the male gender includes the female and neutral genders
- c) person includes a body corporate

# General Definitions

**1. Agent**

The word 'Agent' shall mean any person company firm or subcontractor directly appointed by the Insured to act on their behalf

**2. Ancillary Equipment**

The words 'Ancillary Equipment' shall mean air conditioning equipment generating equipment voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat and smoke detection equipment gas flooding cylinders pipe work and computer room equipment partitioning used solely in connection with Computer and Telecommunication Equipment

**3. Bodily Injury**

The words 'Bodily Injury' shall mean

- a) death injury disease or illness of any person
- b) mental injury or mental anguish and shock that results in a recognisable psychiatric injury

**4. Business**

The word 'Business' shall mean the business described in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy carried on by the Named Insured at or from premises within the Territorial Limits and shall include

- a) the ownership and/or occupancy use repair maintenance and decoration of the premises occupied by the Insured for the Business other than structural alteration addition or demolition of any building or any operations in connection with such alteration addition or demolition
- b) the provision and management by the Named Insured of catering sports social welfare and educational organisations for the benefit of any employee and fire first aid medical dental ambulance and security services
- c) repair or maintenance of any Vehicle or plant owned and used by the Named Insured
- d) repair maintenance and decoration work undertaken by any Employee for the Insured or for any director of the Insured at the private dwelling house of the Insured or any director of the Insured with the prior consent of the Insured.

**5. Business Premises/Premises**

The words 'Business Premises' and 'Premises' shall mean that part of the Buildings that the Named Insured for the purpose of the Business owns occupies or is responsible for at the addresses detailed in the Master Schedule.

**6. Company**

The word 'Company' shall mean Travelers Insurance Designated Activity Company

**7. Compensation**

The word 'Compensation' shall mean compensatory damages imposed by law including interest which may be awarded on such damages

**8. Computer and Telecommunication Equipment**

The words 'Computer and Telecommunication Equipment' shall mean a network of machine components microprocessors computer chips or other computerised or electronic components or equipment capable of accepting information processing it according to a plan and producing the desired results Computer and Telecommunication Equipment includes fixed disks and tape drives printers visual display unit screens modems personal computers remote terminals interconnection wiring and telecommunication equipment

**9. Computer Fraud**

The words 'Computer Fraud' shall mean the dishonest or fraudulent electronic transfer through use of any computer system of Money securities or property or any other pecuniary advantage or financial benefit to the deprivation of a Third Party and for the purposes of this definition 'securities' means negotiable and non-negotiable instruments or contracts representing either money or other property 'property' means tangible property other than Money or securities Money shall include electronic cash equivalents

**10. Computer Misuse**

The words 'Computer Misuse' shall mean deliberate or accidental misuse abuse or contamination or corruption of hardware equipment software programs data records or information in relation to any computer

Computer Misuse shall include but not be limited to the modification destruction or theft of data or information entrusted to the Insured by the Insured's customers or suppliers that is held on the Computer or Telecommunication System

**11. Computer or Telecommunication System**

The words 'Computer or Telecommunication System' shall mean

- a) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network used for any purpose other than as stated in (b) hereunder owned leased or rented by the Named Insured or for which they are legally responsible

- b) Computer and Telecommunication Equipment and tapes disks CD's or other magnetic or optical storage devices and Ancillary Equipment that form part of a computer network owned leased or rented by the Named Insured or for which they are legally responsible used for the purpose of operating or controlling machinery or equipment

- c) self-employed person supplying labour only
- d) person hired to or borrowed by the Named Insured
- e) person under work experience or similar schemes

whilst working directly for the Named Insured in connection with the Business

**12. Computer Virus**

The words 'Computer Virus' shall mean a piece of code that is designed to corrupt and which has the effect of corrupting (and may destroy alter contaminate or degrade the integrity quality or performance of) data or any computer application software computer network or computer operating system and related software

**19. Event**

The word 'Event' shall mean an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy

**13. Cybermedia**

The word 'Cybermedia' shall mean the internet any extranet the world wide web any web-site e-mail or any bulletin board chat room or newsgroup

**20. Financial Loss**

The words 'Financial Loss' shall mean financial loss unaccompanied by either Injury or Damage

**14. Data**

The word 'Data' shall mean facts concepts and/or information converted to a form useable in the Named Insured's computer operations owned leased or rented by the Named Insured or for which they are legally responsible.

**21. Fixed Media**

The words 'Fixed media' shall mean media integral to Computer and Telecommunications Equipment.

**15. Deductible/Policy Excess**

The word 'Deductible' shall mean the amount for which the Named Insured is responsible the application of which is further defined in General Exclusion 5

**22. Hacking Event**

The words 'Hacking Event' shall mean an attack that allows unauthorised access to the Computer or Telecommunication System by electronically circumventing the security systems and procedures

**16. Defined Peril**

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

**23. Inception Date**

The words 'Inception Date' shall mean the date on which the Policy becomes effective

**17. Denial of Access**

The words 'Denial of Access' shall mean the inability of a Third Party who is authorised to do so by the Named Insured

**24. Infringement of Intellectual Property Rights**

The words 'Infringement of Intellectual Property Rights' shall mean

- a) to gain access to the Computer or Telecommunication System and /or
- b) to be able to use the Computer or Telecommunication System to communicate with other computers or computer networks

- a) the infringement or violation of any copyright patent title slogan trademark trade name trade dress service mark service name registered design trade secrets moral rights database rights semiconductor topography rights or other intellectual property rights or laws
- b) plagiarism or any act of passing off or unauthorised use or appropriation of confidential information or domain name or metatag or Uniform Resource Location

**18. Employee**

The word 'Employee' shall mean any

**25. Injury**

The word 'Injury' shall mean

- a) person under a contract of service or apprenticeship with the Named Insured
- b) labour only sub-contractor or labour master or any person supplied by them

- a) Bodily Injury
- b) false arrest wrongful detention or false imprisonment or malicious prosecution of any person
- c) wrongful entry or eviction or other invasion of the right of private occupancy



**26. Insured**

The word 'Insured' shall include

- a) the Named Insured
- b) at the request of the Named Insured
  - i) any director partner Employee or volunteer worker of the Named Insured in respect of liability for which the Named Insured would have been entitled to indemnification under this insurance if the claim had been made against the Named Insured
  - ii) any officers committees or members of the catering sports social welfare health and safety and educational organisations fire first aid medical dental ambulance and security services owned by the Named Insured in their respective capacities as such
  - iii) any officers or trustees of the Named Insured's pension scheme(s)
- c) the legal personal representative of any party covered hereunder in accordance with paragraph b) above

Provided that

- a) each party covered hereunder shall observe fulfil and be subject to the terms and conditions of the Policy insofar as they can apply
- b) the Company's aggregate liability to all persons firms bodies corporate or entities comprising the Named Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy

**27. Media**

The word 'Media' shall mean solely the materials on which Data and/or Programs are recorded

**28. Money**

The word 'Money' shall mean current coins bank and currency notes postal and money orders bankers drafts cheques giro drafts and payment orders travellers cheques bills of exchange current postage stamps unexpired units in franking machine national savings certificates prize bonds debit/credit/charge card sales vouchers luncheon vouchers trading stamps VAT input documents travel tickets telephone pay cards and consumer redemption vouchers

Money shall include securities for money for the purposes of the Property Damage Section and any optional extension applicable thereto

**29. Named Insured**

The words 'Named Insured' shall mean persons firms bodies corporate or entities as specified in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy or their legal personal representative

**30. Period of Insurance**

The words 'Period of Insurance' shall mean the period stated in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy

**31. Policy**

The word 'Policy' shall mean this policy document comprising its general definitions conditions and exclusions and the Sections stated as operative in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy and the certificate of motor insurance on issue

**32. Pollution**

The word 'pollution' shall mean the discharge dispersal release or escape of smoke vapours soot fumes acid alkalis toxic chemicals liquids or gasses waste materials or other irritants contaminations or pollutants into the air or into or onto land or a body of water

**33. Professional Healthcare Services**

The words 'Professional Healthcare Services' shall mean the medical treatment rendered by members of the health care professions including medical and dental practitioners nurses and midwives professions allied to medicine ambulance personnel laboratory staff and relevant technicians or by others consequent on decisions or judgements made by members of those professions acting in their professional capacity on relevant work

**34. Programs**

The word 'Programs' shall mean a sequence of instructions given to a computer that are either purchased or written on a custom basis owned leased or rented by the Named Insured or for which they are legally responsible.

**35. Proposal**

The word 'Proposal' shall mean all information provided and all statements or declarations made to the Company by or on behalf of the Named Insured

**36. Reinstatement of Data**

The words 'Reinstatement of Data' shall mean the reinstatement of Data following accidental loss distortion corruption or erasure of such Programs

**37. Reinstatement of Programs**

The words 'Reinstatement of Programs' shall mean the reinstatement of Programs following accidental loss distortion corruption or erasure of such Programs

**38. Renewal Date**

The words 'Renewal Date' shall mean the first day immediately subsequent to the expiry of the Period of Insurance

**39. Schedule**

The word 'Schedule' shall mean the Schedule to the Policy

**40. Territorial Limits**

The words 'Territorial Limits' shall mean Republic of Ireland Great Britain Northern Ireland the Isle of Man or Channel Islands

**41. Theft or Attempted Theft**

The words 'Theft or Attempted Theft' shall mean theft or attempted theft accompanied by entry into or exit from any Building Vehicle Compound or Forecourt by forcible and violent means or assault or violence or threat thereof

**42. Third Party**

The words 'Third Party' shall mean a person firm or company other than the Insured

**43. Unfixed Media**

The words 'Unfixed Media' shall mean Media (other than Fixed Media and paper records of any description) owned by or leased hired or rented to the Named Insured.

**44. Vehicle(s)**

The word 'Vehicle(s)' shall mean any mechanically propelled vehicle(s) or trailer(s) including accessories and spare parts whilst thereon or temporarily detached therefrom



# General Conditions

## 1. Adjustment of Premiums

If the premium for the policy or any policy section has been calculated on estimates given by the Insured at the commencement of a period of insurance each premium so calculated is provisional and will be subject to adjustment at the expiry of each period of insurance

The Insured will keep an accurate record of all relevant particulars which will be available to the Company for inspection Within one month after the expiry of the period of insurance shown in the Schedule the Insured will forward to the Company an accurate statement in the form prescribed (certified auditors accounts if so required by the Company) so that the premium for that period can be calculated and the difference paid or allowed to the Insured subject to the Company retaining any Minimum Premium specified in the Schedule

Should the Insured fail to supply such a statement the Company shall be entitled if it so wishes to charge an additional premium in respect of the Period of Insurance.

## 2. Alteration

The Named Insured shall give notice to the Company as soon as reasonably practicable of any fact or event affecting the risks insured by this Policy which is or might be material to the Company

## 3. Arbitration

Any dispute or difference arising between the Insured and the Company regarding this Policy shall be referred to a senior counsel to be mutually agreed upon by the Insured and the Company In the absence of such agreement an arbitrator shall be appointed by the parties in accordance with the statutory provisions that exist at the relevant time

Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

## 4. Assignment

Assignment of interest under this insurance shall not bind the Company without its written consent

## 5. Cancellation

This insurance or any cover included herein may be cancelled at any time by the Company by giving 10 days notice by Registered Letter to the Named Insured at their last known address. The Named Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

In respect of the Road Risks Section, the Company will not allow the Named Insured such return premium until they have received back the certificate(s) and disc(s) on issue.

However, if there has been a claim during the policy period, no refund of premium will be made. All claim notifications will be considered as a claim until such time that the claim is settled and liability settled.

## 6. Change of Risk or Interest

The Company shall not be liable if

- a) any change or alteration in the Premises the Vehicles the Business or the occupancy or duties of the Named Insured increases the risk of loss or accident.
- b) the Named Insured's interest ceases (unless the cessation is brought about by will or operation of law) except where such alteration is notified to and accepted by the Company

## 7. Claims (Duties owed by the Insured)

### Special Definition

The words 'Letter of Claim' where used in this condition shall mean any written correspondence indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained

- a) In respect of all incidents (including all Employers' Liability related accidents and/or work-related illnesses) if circumstances should exist and/or on the happening of any Event which may give rise to a claim under this Policy the Insured shall within 90 days give notice thereof to the Company in writing
- b) Every letter of claim writ summons process impending prosecution notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to the Company unacknowledged
- c) In the case of loss or damage involving theft of or malicious damage to property the Insured shall immediately notify An Garda Síochána and provide all reasonable assistance in
  - i) identifying and prosecuting the person(s) involved
  - ii) recovering such stolen property
- d) The Insured if required by the Company shall attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance and do and concur in doing whatever the Company may require in connection with any circumstance event or claim
- e) Following receipt by the Insured of a Letter of Claim the Insured shall within 45 days provide to the Company copies of all documents

records and minutes of meetings necessary to consider the claim fully

The Insured shall also give to the Company all such proofs and information with respect to any claim as the Company may require together with (if demanded) a statutory declaration of the truth of such claim and of any matters relating thereto

- f) The Insured shall bear their own costs and expenses under this Condition unless specific cover is provided within any Section of the Policy
- g) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

#### **8. Claims (Company's rights)**

- a) The Company may
  - i) investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate and the costs incurred by the Company in this undertaking shall be subject to any Deductible shown in the relevant Section Schedule under which the claim is being brought by the Insured irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim
  - ii) at its discretion take over and control the legal representation of the Insured at any inquest inquiry or other proceedings in any Court concerning any matter that has or may give rise to a claim hereunder and/or the defence and settlement of any claim The Company shall conduct such representation and defence and settlement of claims as it sees fit so to do In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Deductible applicable
- b) The Company may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid and less the amount of any Deductible) or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder

The Company shall not be responsible for any loss which the Insured may claim to have sustained by reason of the Company having acted in such a way

#### **9. Condition Precedent**

The due observance of the terms provisions and amendments of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers and information supplied on or in connection with the Proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy

#### **10. Contribution**

If at the time any claim arises under this Policy there be any other insurance effected by or on behalf of the Insured covering the same property and/or same liability and/or same protection the Company will not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith

#### **11. Cross Liabilities**

Where the Named Insured comprises more than one party the Company will indemnify each Named Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount payable shall not exceed the specified amount detailed in the Schedules or elsewhere in the Policy as the Limit of Indemnity regardless of the number of parties claiming to be indemnified provided

- a) the Company shall not indemnify the Named Insured against liability for which an indemnity is or would be granted under any Employers Liability insurance but for the existence of this Policy
- b) in respect of claims under the Professional Indemnity Section (where operative) this condition will only apply where the claim does not emanate originally from the Named Insured

#### **12. Drainage of Fuel**

If any job includes the removal of or work on petrol tanks then the petrol must be drained in the following manner before the job commences

When the emptying and refilling of vehicle petrol tanks is done it must be carried out either

- a) in a safe position outside in the open or
- b) in a well-ventilated area free from pits and ignition sources such as smoking electrical hand tools and equipment welding sparks and heaters using a proprietary fuel retriever fitted with adequate adapters to suit the type of vehicle

Before commencing other persons in the vicinity must be advised so that they are aware of the hazardous operation taking place.

### 13. Finance Act 1990

The appropriate Stamp Duty has been paid or will be paid in accordance with the provision of Section 113 of the Finance Act 1990.

### 14. Glass Panels / Windows

All glass panels/windows over 1500mm in height must be highlighted with logo's or stripes to reduce the risk of accidental contact.

### 15. Guard Dogs

The policy shall not apply in respect of liability arising out of the use of guard dogs unless

- a) they are on a leash and under the control of a handler while being used except whilst secured so that they are not at liberty to go freely about the premises
- b) a warning that a guard dog is present must be clearly exhibited at each entrance to the premises
- c) they are securely muzzled whilst in any public place as required by the Control of Dogs (Restriction of Certain Dogs) Regulations or amendments thereto and all other regulations made under the Control of Dogs Acts or amendments thereto

### 16. Heat Work

When welding or flame-cutting equipment blow lamps blow torches hot air guns or any other heat applying equipment are used by the Named Insured or any Employee of the named Insured that they shall ensure that

- a) all moveable combustible materials are removed from the vicinity of the work
- b) suitable portable fire extinguishers apparatus will be kept ready for immediate use as near as practical to the scene of the work
- c) before heat is applied to any wall or partition or to any material built into or passing through a wall or partition an inspection to be made prior to commencement of each period of work to make certain that there are no combustible materials which may be ignited by direct or conducted heat on the other side of the wall or partition
- d) they are lit as short a time as possible before use and extinguished immediately after use and that they are not left unattended when not in use.
- e) blow lamps are filled and gas cylinders or canisters are changed in the open

- f) the area in which welding or flame-cutting equipment is used will be screened by the use of blankets or screens of incombustible material
- g) a fire safety check of the working area to discover smoke smouldering or flames (including behind walls screens or partition) will be made at regular intervals during the work and a continuous check following completion of the application of heat during a period of 60 minutes immediately after the application of heat and where safe practicable immediate steps taken to extinguish any smouldering or flames discovered.

### 17. 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 the Republic of Ireland.

### 18. Jurisdiction

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimants costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) provided that the indemnity provided by the Employers' Liability Section where operative will not apply to any action for Compensation brought against the Insured in any court outside the European Union

### 19. Misrepresentation and Fraud

This insurance shall be voidable

- a) if the Insured has concealed or misrepresented incorrectly described and/or failed to declare any fact or circumstance material to the insurance or its subject matter

or

- b) if the Insured or anyone acting on the Insured's behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter

whether before or after loss

If the Insured notifies any claim knowing it to be false intentionally exaggerated or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

### 20. Policy Interpretation

Any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with Irish law

Each party agrees to submit if required to the jurisdiction of any Court of competent jurisdiction within Ireland and to comply with all requirements necessary to give such Court jurisdiction

## 21. Reasonable Precautions Statutory Requirements and Maintenance

The Insured at its own expense shall

- a) take all reasonable precautions to prevent or diminish losses or liability arising in connection with the insured risks including the selection and supervision of employees
- b) comply with all statutory obligations and regulations imposed by any authority
- c) maintain the premises compound forecourt all vehicles machinery and plant in an efficient and satisfactory state of repair.
- d) keep books with a complete record of all purchases and sales and all servicerecords.

## 22. Risk Improvements / Requirements

Any risk improvements/requirements deemed necessary by the Company following the Company's survey or surveys of the risk shall be complied with and implemented within the time frame specified by the Company

The Company reserves the right to review all the terms and conditions of the Policy following the survey or surveys

## 23. Spray Painting

In respect of spray painting

- a) where a purpose built spray booth is used
  - i) there must be a flameproof fan to the spray booth exhausting to the open and always running whilst spraying is in progress and for five minutes after it has ceased
  - ii) the spray booth must be cleaned down at least once a week to remove all deposits thereon using non-ferrous or non-sparking brushes or scrapers
- b) where no purpose spray booth is used an area of the garage must be designated as a spray area and
  - i) a ventilation fan installed at a low level and be operated whilst spraying is in progress and for at least 15 minutes after it has ceased
  - ii) all oily and dirty waste be kept in metal receptacles and removed with any other litter from the building daily

- iii) the spray area must be cleaned down at least once a week to remove all deposits of paint and cellulose

- c) no smoking or naked lights be allowed in the spray area or spray booth
- d) no heating appliance be allowed
- e) there must not be more than one day's supply of paints lacquers thinners or solvents in the spray booth or area
- f) when paints lacquers thinners or solvents are not being used they must be kept in closed metal receptacles
- g) all filters to be changed at periodic intervals
- h) EXP rated electrics installed in the spray booth spray area to reduce risk of accidental ignition

## 24. Sub Contractors

The Company shall not be liable for any claim loss or damage arising directly or indirectly out of or in connection with work undertaken by any Sub Contractor engaged by the Insured unless prior to engaging the services of any Sub Contractor the Insured has inspected the Contractors insurances to ensure that:

- a) cover is provided for the work undertaken by the Sub Contractor on behalf of the Insured
- b) such insurances are operative and will remain so during the currency of the contract
- c) the limit of indemnity provided is not less than the amount of indemnity provided for in this Policy as stated in the PolicySchedule.
- d) Such insurances provide an indemnity to the Insured

## 25. Subrogation

The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation before or after any claims payment under this insurance and the Insured shall provide all relevant information and assistance in this regard

Any recovery made shall be applied first to the Company's outlay and then to the Insured's Deductible in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary

The Company shall not exercise said rights against any Employee of the Insured unless the claim in question has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of the Employee

## 26. Warranties

Every warranty to which the property insured under this policy is or may be made subject shall from the



time the Warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such Warranty whether it increases the risk or not shall be a bar to any claim in respect of such property



# General Exclusions

The Company shall not be liable

## 1. War and Allied Risks / Dispossession of Property / Radioactive Contamination

in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

This exclusion does not apply to the Employers' Liability section where the Named Insured is domiciled in Great Britain Northern Ireland the Isle of Man or the Channel Islands provided that the Limit of Indemnity in this respect shall be reduced to the Euro equivalent of GBP £5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimants' and defence costs and expenses and not for the amount stated in the Employers Liability Schedule

- b) permanent or temporary dispossession of any property resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- c)
  - i) ionising radiations or contamination by radioactivity from any irradiated 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 in respect of Bodily Injury sustained by an Employee this exclusion shall apply only when the Insured under a contract or agreement has undertaken either to indemnify another party or to assume the liability of another party in respect of such Bodily Injury

### Note

General Exclusions 1a) and 1b) shall not apply to the extent required to satisfy the Road Traffic Acts

## 2. Property Coverages – Civil Commotion in Northern Ireland

under the

- a) Material Property Damage Section
- b) Business Interruption Section
- c) Computer and Telecommunication Equipment Section

where operative or any Optional Extension Clauses or endorsements attaching thereto in respect of any loss destruction or damage in Northern Ireland directly or indirectly caused or occasioned by or happening through or in consequence of civil commotion

## 3. Property Coverages - Terrorism

- a) Property Damage Section
- b) Business Interruption Section
- c) Computer and Telecommunication Equipment Section

or any Optional Extension or endorsements attaching thereto for loss or destruction or damage or cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from or arising out of or in connection with a 'Terrorist Act' or to any action taken in controlling preventing suppressing retaliating against or responding to or in any way relating to a 'Terrorist Act'

In any action suit or other proceedings where the Company alleges that by reason of the term 'Terrorist Act' any loss destruction or damage or cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such loss destruction or damage or cost or expense is covered shall be upon the Insured

### For the purposes of this exclusion

- a) in respect of loss destruction or damage
  - i) outside England and Wales and Scotland and/or
  - ii) to any property which is insured in the name of a private individual and is occupied by that individual for residential purposes

the words 'Terrorist Act' shall mean any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof or in pursuit of political religious ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto and which

- i. involves violence against one or more persons or
- ii. involves damage to property or

- iii. endangers life other than that of the person committing the action or
  - iv. creates a risk to health or safety of the public or a section of the public or
  - v. is designed to interfere with or to disrupt an electronic system
- b) in respect of loss destruction or damage in England and Wales and Scotland other than loss destruction or damage as described in (a) (ii) above the words 'Terrorist Act' shall mean acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto
- c) the words 'Difference in Conditions or Limits Provision' shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside Great Britain Northern Ireland the Channel Islands or the Isle of Man (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of loss destruction or damage as insured under the Policy at such premises then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

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

#### **4. Liability Coverages - Terrorism** under the

- a) Employers' Liability Section
- b) Public Liability Products Liability and Service Indemnity Section
- c) Road Risks Section

where operative or any Optional Extension Clauses or endorsements attaching thereto or under any Difference in Conditions or Limits Provision of the Policy where operative for legal liability loss damage cost or expense of whatsoever nature directly or indirectly caused or occasioned by or arising from a Terrorist Act or any action taken in controlling preventing suppressing or in any way relating to a Terrorist Act except to the extent stated in the Special Provision – Employers' Liability Section and Road Risk Section below

In any action suit or other proceedings where the Company alleges that by reason of the term "Terrorist Act" any legal liability loss damage cost or expense of whatsoever nature is not covered by this Policy the burden of proving that such legal liability loss damage cost or expense is covered shall be upon the Insured

#### **For the purposes of this exclusion:**

The words "Terrorist Act" shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political, religious, ideological or similar purposes

The words 'Difference in Conditions or Limits Provision' shall mean any provision contained within the Policy which provides that should any policy issued to indemnify any subsidiary company of the Named Insured which operates from premises outside the Territorial Limits (hereinafter called the "Locally Issued Policy") by virtue of its scope of cover or definitions or conditions not indemnify the Insured in whole or in part in respect of legal liability loss damage cost or expense as insured under the Policy then the Policy subject to its terms and conditions shall provide indemnity to the extent that such indemnity is not provided by the relevant Locally Issued Policy but which would have been provided had the Locally Issued Policy followed the terms and conditions of this Policy

#### **Special Provision – Employers' Liability Section and Road Risks Section**

Subject otherwise to the terms conditions and exclusions of the Policy the Terrorism Exclusion stated above shall not apply and indemnity shall continue to operate to the extent provided for as follows

- a) the insurance provided under the Employers' Liability Section where operative and the Named Insured is domiciled in Great Britain Northern Ireland the Isle of Man or the Channel Islands shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which Employers' Liability (Compulsory Insurance) Act(s) or any amending primary legislation applies

Provided that the Limit of Indemnity in this respect shall be reduced to the Euro equivalent of GBP£5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimants' and defence costs and expenses and not for the amount stated in the Section Schedule



- b) the insurance provided under the Road Risk Section where operative shall continue to satisfy the requirements of the relevant law applicable in Ireland Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney in respect of the Insured's legal liability for
  - i) death of or bodily injury to any person
  - ii) damage to property up to the Euro equivalent of GBP£250,000 in respect of any one claim or number of claims arising out of one Event

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

#### 5. Deductible

in respect of the amounts stated in any Schedule or Section wording as a Deductible for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event as ascertained after the application of the terms conditions and provisions of this Policy including any condition of average and which shall apply to costs and expenses incurred by the Company in investigating such claim irrespective of whether an indemnity is subsequently provided to the Insured

For the purpose of the application of the Deductible it is agreed that

- a) in respect of the Employers' Liability Section the Public Liability Products Liability and Service Indemnity Section and the Road Risks Section where insured

All claims attributable to

- i) the same act or omission
- ii) a series of acts or omissions consequent upon or attributable to the same original cause or source

will be regarded as one claim for which the Company's liability shall not exceed any of the specified amounts detailed in the Schedules as limits of indemnity or the amount of any other limit stated in the Policy

The amount of the Deductible shall form part of such limit of indemnity and for the avoidance of doubt the limit of indemnity shall not apply in excess of the amounts stated as a Deductible

- b) in respect of the Property Damage Section and Business Interruption and Computer and Telecommunications Equipment Section where insured
  - i) loss or damage arising from one Event which affects one or more Premises of the Insured

- ii) loss or damage to insured property arising during any one period of 72 consecutive hours and caused by storm tempest flooding or escape of water from tanks apparatus or pipes

shall be deemed a single Event and be treated as one claim

#### 6. Cyber Risk – Third Party

in respect of all sums which the Insured shall become legally liable to pay as Compensation and claimants' and defence costs and expenses for and arising out of

- a) failure to protect private or confidential information of others from unauthorised access through the use of Cybermedia when such information is in the custody or control of the Named Insured
- b) unauthorised use of any Advertising Material Slogan or Title of others in the advertising through the use of Cybermedia of the business
- c) Infringement of Intellectual Property Rights when such infringement occurs in the Named Insured's materials through the use of Cybermedia
- d) plagiarism or unauthorised use of a literary or artistic format character or performance but only when such plagiarism or unauthorised use occurs in the Named Insured's materials through the use of Cybermedia
- e) transmission of a Computer Virus through the use of Cybermedia or in the Named Insured's materials sold or supplied to customers provided that such Computer Virus shall not have been created by the Insured or its Agent
- f) any Computer Fraud Computer Misuse Denial of Access or Hacking Event

#### 7. Punitive and other Non-Compensatory Damages

in respect of

- a) exemplary damages
- b) punitive damages
- c) aggravated damages
- d) liquidated damages or damages by way of penalty or fine
- e) damages resulting from the multiplication of compensatory damages or any payment similar in nature to any of a) b) c) or d) above

#### 8.

##### Asbestos

in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related

- a) the actual alleged or threatened absorption ingestion or inhalation of asbestos in any form by any person or
- b) existence of asbestos in any form

**9. Fines and Penalties etc**

in respect of any fines liquidated damages or specified damages under any agreement or penalty clause or aggravated exemplary or punitive damages awarded by any court unless the law under which the claim is brought allows payment of the aggravated exemplary or punitive damages subject to the Limit of Indemnity

**10. Legionella**

in respect of legal liability inclusive of claimants' and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related to legionella species

**11. Mould**

in respect of any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of

- a) the actual alleged or threatened absorption ingestion or inhalation of contact with exposure to any Fungi or bacteria in any form by any person

or

- b) the existence of any Fungi or bacteria in any form on or within a building or structure including its contents

other than any Fungi or bacteria on or contained in a good or product intended for consumption

For the purpose of this endorsement the word 'Fungi' shall mean any type or form of fungus including mould or mildew and any mycotoxins spores scents or by-products produced or released by Fungi

**12. Silica**

in respect of legal liability inclusive of claimants and defence costs and expenses directly or indirectly resulting from caused by contributed to attributed to or in any way related

- a) the actual alleged or threatened absorption ingestion or inhalation of
  - i) silica in any form by any person
  - ii) silica in any form in combination with other particulate suspension(s) or dust(s) by any person

or

- b) the existence of silica in any form or in combination with other particulate suspension(s) or dust(s)

**13. Portacabins**

in respect of all loss from or damage to Portacabins and contents stored therein caused by theft, attempted theft or malicious damage

**Special Provision - Employers Liability Section**

Subject otherwise to the terms conditions and exclusions of the Policy where the Named Insured is domiciled in Great Britain Northern Ireland the Isle of Man or the Channel Islands General Exclusions 8 shall not apply in respect of insurance provided under the Employers' Liability Section where operative and this Section shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to offshore installations in any waters outside the United Kingdom to which Employers' Liability (Compulsory Insurance) Act(s) or any amending primary legislation applies provided that the Limit of Indemnity in this respect shall be reduced to the Euro equivalent of GBP £5,000,000 any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause inclusive of all claimants' and defence costs and expenses and not for the amount stated in the Section Schedule

# Property Damage

## Section Definitions

In this Section the following terms shall have the following meanings

### 1. Buildings

The word 'Buildings' shall mean the buildings at the Business Premises and includes

- a) landlord's fixtures and fittings therein and thereon
- b) outbuildings annexes and extensions
- c) walls gates fences canopies and signs
- d) car parks yards pavements forecourts and compounds
- e) telephone gas water and electric installations oil tanks piping ducting cable wires and associated control gear and accessories on the Business Premises and extending to the public mains but only to the extent of the Named Insured's responsibility
- f) foundations
- g) drains and sewers within the perimeter of the Business Premises but only to the extent of the Named Insured's responsibility
- h) all Glass including framework alarm strips or fittings and lettering thereon

### 2. Compound

An area on the Business premises where its perimeter is completely and entirely enclosed by walls gates or fences at least 2 metres in height.

### 3. Contents of Customer's Vehicle(s)

The words 'Contents of Customer's Vehicle(s)' shall mean the contents of any customer's Vehicle in the Named Insured's custody or control for the purposes of the Business.

### 4. Customer's Vehicle(s)

The words 'Customer's Vehicle(s)' shall mean any Vehicle belonging to a customer in the Named Insured's custody or control for the purposes of the Business.

### 5. Damage or Damaged

The words 'Damage' or 'Damaged' shall mean for the purposes of this Section accidental loss or destruction of or damage to the Property Insured

### 6. Forecourt

An area on the Business Premises that is incapable of being physically locked and does not comply with the definition of Compound as noted above.

### 7. Glass and Sanitary Ware

The word 'Glass' shall mean flat annealed fixed glass toughened and laminated glass illuminated signs and electrical light fittings at the Premises. The words 'Sanitary Ware' shall mean washbasins lavatory pans or other sanitary fittings at the Business Premises

### 8. Insured Vehicle(s)

The words 'Insured Vehicle(s)' shall mean both the Insured's Own Vehicle(s) and Customer's Vehicle(s) as defined herein.

### 9. Machinery Plant and All Other Contents

The words 'Machinery Plant and All Other Contents' shall include

- a) machinery plant fixtures and fittings excluding landlord's fixtures and fittings, stock and materials in trade
- b) tenants improvements alterations and decorations
- c) office equipment other than described in i) and j) below
- d) deeds plans designs documents manuscripts business books and records but only for their value as materials as stationary together with the cost of clerical labour expended in reproducing them and not for the value to the Named Insured of the information contained therein
- e) patterns moulds and model plans or designs up to a limit of €3,500 including the cost of labour to reinstate them
- f) computer system records up to a limit of €15,000 in respect of any one loss including the cost of clerical labour and computer time of actually reproducing such records
- g) insofar as they are not otherwise insured directors' partners' employees' customers and visitors' personal effects and pedal cycles up to a limit of €1,500 in respect of any one person but not electric business machines, mobile phones, computers, laptops, software, contents of any vehicle or motor vehicles.
- h) employees tools up to a limit of €2,750 in respect of any one person or €5,500 any one event.

that belong to the Named Insured or for which the Named Insured is responsible within the Buildings but not Stock or Vehicle(s) or Money or other Property Insured specified in the Schedule

Additionally where there is not a Computer and Telecommunications Equipment Section forming part of this Policy the words 'Machinery Plant and All Other Contents' shall include

- i) Computer and Telecommunication Equipment (including Fixed Media and Unfixed Media for their value as materials but not Programs or Data) and Ancillary Equipment
  - j) additionally in the event of accidental loss distortion corruption or erasure of Programs and/or Data recorded on Fixed Media and/or Unfixed Media insured by this Section the Company will pay the costs necessarily and reasonably incurred by the Named Insured in
    - i) the Reinstatement of Programs and /or the Reinstatement of Data but not for the value to the Named Insured of the Data contained therein
- and
- ii) associated documentation and source materials excluding the value to the Named Insured of the information contained therein

for an amount not exceeding €25,000 in respect of any one claim or claims arising from an Event within the Buildings but not Stock or other Property Insured specified in the Schedule

**10. Own Vehicle(s)**

The words Own Vehicle(s) shall mean any vehicle owned and registered to the Insured or held on a long term lease by the Insured or owned by the Insured and held in stock for resale purposes.

**11. Personal Possession**

The words 'Personal Possession' shall mean on his/her person and shall exclude in personal clothing unless been worn

**12. Property and Property Insured**

The words 'Property' and 'Property Insured' shall mean as described in the Schedule and Specification forming part of this Section

**13. Rent**

The word 'Rent' shall mean periodic payments made to the Named Insured or by the named Insured for the lease of Buildings

**14. Stock In Trade**

The words 'Stock in Trade' shall mean the stock merchandise goods held in trust materials of trade and finished goods which the Named Insured owns or which the Named Insured is responsible for within the Buildings other than Own Vehicle(s) Customer's Vehicle(s) and Contents of Customer's Vehicle(s)

**15. Stock in Transit**

The words 'Stock In Transit' shall mean Stock in Trade whilst in transit to or from the Business Premises by road rail air and sea including loading and unloading therefrom

**16. Working Hours**

The period during which the Business 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 are in the Business Premises or at sites of contract

# TRAVELERS

## Section Cover

### 1. General

If during the Period of Insurance the Property Insured described in the Schedule or any shall be Damaged (other than by an excluded clause) the Company will pay to the Named Insured the value of the Property or the amount of the Damage at the time of the happening of such Damage in accordance with the Basis of Settlement (or as otherwise provided for herein ) or at the Company's option reinstate replace or repair such Property or any part thereof provided that the liability of the Company shall in no case exceed in respect of each insured item the Sum Insured for that item in the Schedule or in the whole the Total Sum Insured

### 2. Temporary Removal

Subject to the limit(s) specified in the Schedule the insurance on Buildings Machinery Plant and All Other Contents by this Section at the Business Premises is covered whilst temporarily away from the Named Insured's Business Premises within the Territorial Limits during the Period of Insurance for the following purposes

- i) renovation repair service or cleaning
- ii) use by the Named Insured's directors business partners or employees in connection with the Business

This clause does not cover

- a) Damage to explosives goods any other goods of a dangerous nature deeds plans designs documents manuscripts business books jewellery precious stones precious metals bullions furs curiosities works of art or rare books wines spirits or tobacco computer system records money own vehicle(s) customer's vehicle(s) or contents of customer(s) vehicles
- b) Damage to Property resulting from dishonesty fraudulent actions trick or device or other false pretence of any Employee of the Named Insured
- c) Any property in excess of €10,000
- d) Property more specifically insured under a Goods/Vehicles in Transit policy
- e) Loss of or damage to property from or on any motor vehicle or trailer
- f) Loss or damage arising out of any purpose not described in i) and ii) above

### 3. Frozen Food

The section extends to cover up to a limit of €1,500 loss of or damage to frozen foodstuffs on the Business Premises the property of the Named Insured or held by the Named Insured in trust or on

commission for which he is responsible whilst contained in Refrigeration Units/Cabinets by deterioration, contamination or putrefaction caused by or arising from

- a) rise or fall in temperature as a result of
  - i) the breaking, distorting or burning out of any part of the unit/cabinet arising from mechanical or electrical defects in the unit/cabinet whilst it is being used under normal working conditions
  - ii) failure of the thermostatic or automatic controlling devices forming part of the unit/cabinet.
  - iii) accidental failure of the public or private supply of electricity

But excluding

- i) failure of the public or private supply of electricity occasioned by the deliberate act of any electricity authority or company to withhold or restrict the supply
- ii) consequential loss of any kind
- iii) failure of refrigeration unit/cabinets that are outside their guarantee period and are not subject to an annual maintenance contract with a bone fide refrigeration engineer or company
- iv) incorrect setting of thermostats or automatic controls
- v) wear and tear, deterioration gradually developing flaws or defects in the unit/cabinet
- vi) deductible as specified in the Material Damage Section of Policy Schedule

### 4. Mortgagee/Freeholder/Lessor

The interest of the mortgagee/freeholder/lessor in the insurance by this Section shall not be prejudiced by any act or neglect of the Named Insured or occupier of any Building hereby insured whereby the risk of Damage is increased without the authority or knowledge of the mortgagee/freeholder/lessor provided the mortgagee/freeholder/lessor shall immediately on becoming aware thereof give notice in writing to the Company and pay an additional premium if required

### 5. Non-Invalidation

Notwithstanding General Conditions 8 and 18 the insurance by this Section shall not be invalidated by any act or omission or by any alterations in respect of any portion of the Premises hereby insured whereby the risk of damage is increased unknown to or beyond the control of the Named Insured provided that immediately the Named Insured becomes aware thereof shall give notice to the Company and pay an additional premium if required



**6. Workmen**

Workmen are allowed in or about any of the Business Premises for the purpose of carrying out minor alterations minor repairs decorations and maintenance without prejudice to this insurance

**7. Architects' Surveyors' Legal and Other Fees**

The insurance in respect of Property Insured as specified in the Schedule unless insured by a separate item includes an amount in respect of architects' surveyors' legal, project supervisors (claims) and other professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon Damage thereto but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such reinstatement and provided that

- a) unless b) below applies the Company's liability for Damage and fees shall not exceed in total the Sum Insured in respect of each insured item of Property Insured
- b) where there is a specific item in the Schedule for architects' surveyors' legal and other professional fees the Company's liability shall not exceed the Sum Insured in respect of such item in respect of any one claim or claims arising from an Event

**8. Automatic Reinstatement**

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss then in consideration of the insurance not being reduced by the amount of any loss the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance

**9. Capital Additions**

The insurance on items specified in the Schedule in respect of Buildings and or Machinery Plant and All Other Contents extends to include

- a) alterations additions and improvements to Property Insured (but not appreciation in value thereof)
- b) newly acquired and/or occupied property insofar as the same is not otherwise insured anywhere within the Territorial Limits

Provided that

- i) at any one situation this cover shall not exceed 10% of the Sum Insured under the relevant item or €500,000 in the aggregate whichever is the less
- ii) the Named Insured shall advise the Company as soon as practicable and in any event within 3 months of any such newly acquired and/or occupied property

- iii) the Named Insured shall pay to the Company any additional premium due

**10. Removal of Debris**

It is understood that this Section extends to include costs and expenses necessarily incurred by the Named Insured with the consent of the Company in

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

as a result of Damage insured by this Section

Provided that

- i) The Company will not pay for any costs or expenses
  - a) incurred in removing debris except from the site of such Property Damaged and the area immediately adjacent to such site
  - b) arising from the pollution or contamination of property not insured by this Section
- ii) unless iii) below applies the Company's liability for Damage and removal of debris shall not exceed in total the Sum Insured in respect of each insured item of Property Insured
- iii) where there is a specific item in the Schedule for removal of debris the Company will pay for costs or expenses incurred in removing debris only to the extent described in such item in the Schedule and the Company's liability shall not exceed the Sum Insured in respect of such item in respect of any one claim or claims arising from an Event

**11. Public Authorities**

The insurance on Buildings and Machinery Plant and All Other Contents extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament/Oireachtas or with Bye-Laws of any Municipal or Local Authority provided that

- 1) the amount recoverable under this extension shall not include
  - a) the cost incurred in complying with any of the aforesaid Regulations or Byelaws
    - i) in respect of destruction or damage occurring prior to the granting of this extension
    - ii) in respect of destruction or damage not insured by the Section

- iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage
- iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Section) of that portion of the property destroyed or damaged

- b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
- c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Byelaws

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

## 12. Glass

In the event of breakage of glass signs or sanitary ware for which the Insured is responsible for at the Business Premises cover extends to include the costs incurred in

- a) replacing all fixed Glass on the interior and exterior of the Buildings including stained glass and any Sanitary Ware

- b) any necessary boarding up or temporary glazing pending replacement of broken Glass
- c) removing and re-fixing window fittings or other obstacles to Glass replacement

caused by Damage which is not otherwise excluded by this Section and excluding

- 1) damage caused by workmen altering or repairing the premises or glass already cracked at the commencement of the insurance
- 2) glass in light fittings glass in buildings empty or not in use
- 3) glass in transit or while being removed or replaced
- 4) any loss arising from dilapidation of frames or framework
- 5) arising from chipping fracture wear or tear or any gradually operating cause in respect of washbasins sanitary ware and signs
- 6) in respect of signs, loss or damage caused by mechanical or electrical defect or occasioned by or happening through repair removal erection wear and tear depreciation or deterioration or damage to tubes unless the glass is fractured

## 13. Fire Brigade Charges

The insurance by this Section extends to include charges levied by a fire authority under the provisions of the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property insured in circumstances which have given rise to or would have given rise to damage but the liability of the Company under this extension shall not exceed €10,000 in any one period of insurance.

## 14. Fire Extinguishing Expenses

The insurance by this Section extends to include the costs incurred by the Named Insured in recharging replenishing or replacing fire extinguishing appliances and replacing sprinkler heads in automatic sprinkler installations rendered necessary as a result of fire at the Premises for which liability is admitted under this Section

## 15. Replacement Locks

The insurance by this Section extends to include the cost of replacing locks relative to the security of the Business Premises or Insured Vehicles following the theft of keys from the Business Premises during working hours or at the home of any director partner or Employee authorised to hold said keys

Provided that

- a) the Company's liability is limited to €2,500 any one claim or claims arising from an Event



- b) there are visible signs of forcible entry into or exit from such premises compound and Insured Vehicles
- c) the replacement locks are of similar quality to those damaged

**16. Theft Damage to Buildings**

Where theft cover is operative but Buildings are not insured by this Section cover extends to include the cost of repairing Damage to the Buildings caused by theft or attempted theft provided the Named Insured is legally liable for such cost and the Damage aforesaid is not otherwise insured

**17. Loss of Use of Customer's Vehicle(s)**

Subject to all other terms of the Policy this section extends to cover costs and expenses not exceeding €1000 for any one incident incurred by any customer with the Company's written consent if the customer is deprived of the use of their vehicle following damage to their vehicle whilst it was in the Named Insured's custody or control at the Business Premises but only during such periods as deemed necessary to allow for its repair or replacement

**18. Seasonal Increase**

The Sum Insured declared in respect of Insured Vehicles for the period 01<sup>st</sup> December to 31<sup>st</sup> January inclusive each year shall automatically be increased by 30%

**19. Other Interested Parties**

The interest of other parties in this insurance is noted it being understood that in the event of loss the nature and extent of such other interest will be disclosed to the Company by the Named Insured in the event of a claim against this Section

**20. Services**

Notwithstanding insurance provided by this Section in respect of Buildings where insured the insurance in respect of the Property Insured as specified in the Schedule includes surfaces and foundations of yards roads pathways and above ground and underground telephone gas water and electric mains piping cabling meters wires lines electrical instruments and the like and accessories thereof including all supporting structures extending from the building to the perimeter of the Business Premises and adjoining yards and roadways or to the public mains and plant conveyors and trunking in the open being the property of the Named Insured or for which they are legally responsible

## Section Conditions

1. **Fire Precautions** (applicable only if the devices described therein are installed at the Business Premises)

The Named Insured shall ensure that in respect of

- a) **Fire Break Doors and Shutters**  
all fire break doors and shutters will be kept closed (except during working hours) and will be maintained in efficient working order
- b) **Fire Extinguishing Appliances**  
all fire extinguishing appliances will be regularly inspected and maintained in efficient working order
- c) **Fire Alarm Installations and Automatic Sprinkler Installations**  
the Named Insured shall

- 1. take all reasonable steps to
  - i) prevent frost and other damage to the installations
  - ii) subscribe to an annual maintenance contract to ensure the automatic sprinkler and fire alarm installation (internal and external) are in operational condition
  - iii) maintain ready access to the water supply control facilities

2. **Theft Precautions – Business Premises**

The Named Insured shall ensure that

- a) all security devices (other than Intruder Alarm) including locks fastenings shutters and other methods of securing access to the Business Premises are in full and effective operation and keys removed from the Business Premises whenever same is closed for business
- b) where the Company have required an Intruder Alarm to be installed or if an Intruder Alarm is already installed on the Business Premises
  - i) the Intruder Alarm must be maintained in an efficient and operational condition at all times and in accordance with its installation specification or as otherwise approved by the Company
  - ii) a maintenance service contract with the installation company or as otherwise approved by the Company must be in force and the maintenance company immediately advised of any apparent defect in the Intruder Alarm or its signalling

- iii) the intruder alarm is tested and set whenever the Premises is closed or not attended by the Named Insured or any person authorised by the Named Insured to be responsible for the security of the Premises
- iv) immediate written notice shall be given to the Company if the Named Insured receives from the Police or security organisation warning of a possible or intended withdrawal of response to calls from the Intruder Alarm or of a reduced response level

The insurance provided under this Section does not cover Damage caused by theft or attempted theft from the Premises other than by robbery or attempted robbery where Police response to alarm activation is withdrawn unless written agreement has been obtained from the Company that such insurance remains operative

The words 'Intruder Alarm' include detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling including ancillary telecommunication systems

3. **Theft Precautions - Third Party Premises**

Whether or not the Named Insured has full control of the security at any third party premises (and accordingly not Business Premises which for the avoidance of doubt Section Conditions 1 and 2 above apply to) the insurance provided under this Section in respect of Damage caused by theft or attempted theft shall be subject to:

- a.) all security devices (other than Intruder Alarm) including locks fastenings shutters and other methods of securing access to such Premises being put in full and effective operation and keys removed from the Premises whenever they are closed for business and
- b) where an Intruder Alarm is installed on such Premises
  - i) the Intruder Alarm being maintained in an efficient and operational condition at all times and in accordance with its installation specification or as otherwise approved by the Company
  - ii) the Intruder Alarm being put in to full and effective operation including any central station connection whenever the Premises are left unattended

If the above is not fully complied with or if Police response to the Intruder Alarm is withdrawn no cover shall apply in respect of theft attempted theft from the Premises (other than by robbery or attempted robbery) unless written agreement has been obtained from the Company that such insurance

remains in force

The words 'Intruder Alarm' include detection devices sensors detection circuit control and processing equipment power supplies audible and remote signalling including ancillary telecommunication systems

#### 4. **Underinsurance**

The Sum Insured by each item of this Section is declared to be separately subject to an Underinsurance Condition.

The Underinsurance Condition applicable is dependent upon which Basis of Settlement applies and is detailed therein

#### 5. **Unoccupancy**

The Named Insured shall notify the Company in writing immediately when any Building or part thereof becomes unoccupied for more than thirty consecutive days and shall pay or agree to pay additional premium if required by the Company Further the Named Insured shall notify the Company when an unoccupied Building or part thereof becomes occupied

#### 6. **Explosion**

In respect of any vessel machinery or apparatus or its contents belonging to or in the custody or control of the Named Insured for which he is responsible cover against destruction or damage thereto caused by an explosion originating therein is subject to a policy or other contract providing an inspection service that complies with the Statutory Regulations applying in respect of such vessel machinery or apparatus

#### 7. **Contracting Purchaser's Interest**

If at the time of Damage the Named 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 Named Insured or the Company until completion

#### 8. **Subrogation Waiver**

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

- a) any company standing in the relation of parent to subsidiary to the Named Insured
- b) any company standing in the relation of subsidiary to parent to the Named Insured
- c) any company which is a subsidiary of a parent company of which the Named Insured is a subsidiary

in each case as defined by current legislation

#### 9. **Contract Price**

In respect only of goods sold but not delivered for which the Named Insured is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of Damage either wholly or in part the liability of the Company shall be based on but will not exceed the contract price and for the purpose of the Underinsurance Condition the value of all goods to which this Clause would in the event of Damage be applicable shall be ascertained on the same basis

#### 10. **Vehicle Key Security**

In respect of Damage theft and attempted theft all Vehicle keys must be kept within a self-closing secured cabinet where access to customers and the public is strictly denied other than when a key is in the personal possession of the Insured or an Employee of the Named Insured for the purpose of the Business but this personal possession excludes Vehicle keys in or on the Insured's or Employees desk office work area or item of clothing not being worn.

#### 11. **Reinstatement**

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

#### 12. **Company's Rights following a Claim**

On the happening of Damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Policy enter take or keep possession of the Premises where such Damage has occurred and take possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner

No Property may be abandoned to the Company whether taken possession of by the Company or not

#### 13. **Designation**

Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in the Named Insured's books

#### 14. **Programs and Data**

The Named Insured shall

- a) take all reasonable precautions to prevent accidental loss distortion corruption or erasure of Programs and/or Data

- b) in respect of Programs maintain a backup copy of the current version at a location other than the respective Premises where the Media on which the Programs are recorded is situated
- c) in respect of Data maintain a weekly full system backup of Data at a location other than the respective Premises where the Media on which the Data is recorded is situated

## 15. Waste Removal & Combustible Goods Storage Condition

Notwithstanding anything contained in General Condition 8 it shall be a condition precedent to any liability of the Company to make any payment in respect of Damage by fire that all

- a) combustible waste and refuse be collected or swept up and bagged up daily and removed from building at least once a week
- b) oily greasy or solvent impregnated waste including cleaning wipes be kept within fully enclosed metal-lidded metal receptacles and removed from the building at least once a week
- c) the above mentioned waste whilst held outside of working hours must be stored within fully enclosed metal and metal lidded locked receptacles sited in the open and situated not less than 5 metres from any building or structure
- d) all frying and cooking equipment including flues and exhaust ducting shall be securely fixed and free from contact with combustible materials
- e) all flues, exhaust ducting, grease traps and filters shall be cleaned at least once a month

Subject to observance of the above undertaking this Section shall not be invalidated due to circumstances beyond the control of the Insured

## 16. Deep Fat Frying

If there are any deep fat frying apparatus at the Business Premises

- a) it must be securely fixed and free from contact with any combustible materials
- b) any woodwork within one metre of the deep fat frying apparatus must be protected with metal or other incombustible material
- c) the extraction ducts and flues must be cleaned at least monthly
- d) at least one two gallon or equivalent capacity fire extinguisher suitable for use on fat or oils and an approved fire blanket must be kept in the immediate vicinity of the deep fat frying apparatus

If this Condition is not complied with this Section will not cover fire or explosion damage caused to or by deep fat frying apparatus at such Premises

## 17. Glass Panels - Windows

All glass panels/windows over 1500mm in height must be highlighted with logo's or stripes to reduce the risk of accidental contact.

# Basis of Settlement

The amount payable for each Item of Property stated in the Schedule will be in accordance with one of the following Basis of Settlements defined below for which a Code is shown beside that Item in the Schedule or the Company at its option may elect to reinstate or replace the Property or any part of it which is lost destroyed or damaged

**1. Indemnity – Code: INDTY**

Subject to the following Special Provision the Company will pay the value of the Property at the time of its Damage or the amount of such Damage whichever is the lesser

**Special Provision**

**a) Underinsurance Condition**

If any Sum Insured to which this Basis of Settlement applies is at the commencement of Damage less than the total value of the Property covered within such Sum Insured the amount payable by the Company in respect of such Damage will be proportionately reduced and the Insured considered to be their own insurer for the difference

**2. Reinstatement – Code REINS**

Subject to the following Special Provisions the basis upon which the amount payable in respect of the Property Insured is to be calculated will be Reinstatement of the Property Damaged

For this purpose Reinstatement means

- a) the rebuilding or replacement of Property sustaining Damage which provided the liability of the Company is not increased may be carried out
  - i) in any manner suitable to the requirements of the Named Insured
  - ii) upon another site
- b) the repair or restoration of Property Insured lost or damaged

in either case to a condition equivalent to or substantially the same as but not better than or more extensive than its condition when new

**Special Provisions**

**a) Repairs and Restoration**

The liability of the Company for the repair or restoration of Property Insured sustaining Damage in part only shall not exceed the amount which would have been payable had such Property been entirely destroyed

**b) Underinsurance Condition**

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 Insured covered by any Item to which this Basis applies exceeds its Sum Insured at the commencement of Damage the amount payable by the Company will not exceed that proportion of the amount of such Damage which the said Sum Insured compares to the total cost of reinstating the whole of such Property Insured at that time

**c) Alternative Basis of Payment**

Even where this Reinstatement Basis of Settlement applies the amount payable will be in accordance with the Indemnity Basis

- i) unless reinstatement commences and proceeds without unreasonable delay
- ii) until the cost of reinstatement has been incurred
- iii) if the Property at the time of its loss or damage is insured by any other insurance taken out by or on behalf of the Named Insured which is not written on the same basis of reinstatement as defined

**3. Day One Reinstatement – Code: DAY 1**

Subject to the following Special Provisions the basis on which the amount payable for the Property Insured Damaged will be calculated is the same as the Reinstatement Basis of Settlement except that special provision 2(b) Underinsurance Condition is restated as follows

If at the time of Damage the Declared Value of the Property Insured covered by such Item is less than the cost of reinstatement at the time cover on this Basis is taken out then the Company's liability for the Damage will not exceed that proportion of the Damage which the Declared Value bears to such cost of reinstatement

**Special Provisions**

- a) The Premium has been calculated on the basis of the Declared Value stated in writing to the Company
- b) Declared Value means the Insured's assessment of the cost of Reinstatement of the Property Insured arrived at in accordance with the Reinstatement Basis of Settlement paragraph 2(a) at the level of costs applying **at the commencement** of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the item provides due allowance for
  - i) Removal of Debris
  - ii) Professional Fees
  - iii) complying with Public Authority





#### Requirements

- c) At the commencement of each Period of Insurance the Insured will notify the Company of the Declared Value of the Property Insured by each item. In the absence of such declaration the last amount declared by the Insured will be taken as the Declared Value for the ensuing Period of Insurance.
  - d) The Declared Value for each item of Property insured in accordance with this Basis of Settlement is the amount shown in the brackets below the Sum Insured in respect of each item on the Property Damage Specification.
  - e) In the event of loss the liability of the Company in respect of Property insured in accordance with this Basis of Settlement will not exceed
    - i) the Declared Value applicable to each item multiplied by the Day One Adjustment figure specified in the Schedules
- or
- ii) if special provision 2(c) of the Reinstatement Basis (the Alternative Basis of Payment) applies the Declared Value applicable to each item as specified in the Schedules

the Period of Insurance such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months

#### **Underinsurance Condition**

If any Sum Insured to which this Basis of Settlement applies is at the commencement of Damage less than the Insurable Amount the amount payable by the Company in respect of such Damage will be proportionately reduced

#### **4. Rent – Code: RENT**

**In respect of Rent of Buildings** which suffer Damage the Company will pay

- a) if the loss relates to rent receivable by the Named Insured and where insured by the relevant item in the Schedule
  - the actual reduction in rent received solely in consequence of the Damage but not reduction in rent once the Building or portions of the Building become fit for occupation
- b) if the loss relates to rent payable by the Named Insured and where insured by the relevant item in the Schedule
  - the amount of rent which continues to be payable by the Insured in respect of the Building or portions of the Building which are unfit for occupation in consequence of the Damage

but the Company's liability will be limited to the loss suffered within the period of rent insured (as specified in the Schedule) which commences from the date of the Damage

#### **Subject to the following Provisions**

##### **Insurable Amount**

For the purpose of the Underinsurance Condition the Insurable Amount is the annual rent receivable or the annual rent payable at the commencement of

## Section Exclusions

The insurance provided under this Section does not cover

1. Damage caused by or consisting of

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

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

2. a) Damage caused by or consisting of

- i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
- ii) change in temperature colour flavour texture or finish
- iii) the freezing solidification or inadvertent escape of molten material

b) Damage consisting of

- i) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers super heaters pressure vessels or any range of steam and feed piping in connection therewith
- ii) breakdown or derangement in respect of the particular machine apparatus vehicle or equipment in which such breakdown or derangement originates

but this shall not exclude

- a) such Damage not otherwise excluded which itself results from a Defined Peril or from any other Damage
- b) subsequent Damage which itself results from a cause not otherwise excluded

- 3. Damage caused by theft or attempted theft of the Property Insured from the Business Premises Compound or Forecourt (where such cover is operative in respect of Forecourt) stated in the specification to the Schedule forming part of this Section unless caused by theft or attempted theft of the Property Insured from the Buildings at the Premises Compound or Forecourt where accompanied by forcible and violent entry to or exit from the buildings forecourt or compound and where the Property Insured is vehicle(s) accompanied by forcible and violent entry to the vehicle(s) provided that the Business Premises have not been unoccupied for a period of more than thirty consecutive days
- 4. Theft or malicious damage or destruction to any vehicle(s) or other property whilst on a forecourt outside of Business hours unless such cover has been agreed and the relevant Endorsement attaches to this Section and shown in the schedule.
- 5. Damage caused by pollution or contamination but this shall not exclude Damage to the Property Insured not otherwise excluded caused by
  - a) pollution or contamination which itself results from a Defined Peril
  - b) a Defined Peril which itself results from pollution or contamination
- 6. Damage caused by or consisting of
  - a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - b) normal settlement or bedding down of new structures
  - c) dishonesty fraudulent action trick device or other false pretence by any person unless specifically mentioned as insured by this section
  - d) dishonesty fraudulent action trick device or other false pretence by any Employee partners or directors of the Named Insured whether acting alone or in collusion with others
  - e) disappearance unexplained or inventory shortage misfiling or misplacing of information
- 7. Damage to Buildings or structures thereat caused by their own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded
- 8. Damage by wind rain hail sleet snow flood or dust to moveable Property including motor vehicles in the open or fences or gates
- 9. Damage to that part of the Property



- a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair
10. Damage in respect of any Building which is unoccupied for a period of more than thirty consecutive days other than Damage caused by fire explosion aircraft or other aerial devices or articles therefrom subject to the following Special Condition

**Special Condition**

It is a condition precedent to liability under the Policy that

- a) the Premises are secured against illegal entry All windows and doors shall be fitted with good quality locks
- b) all unnecessary services to be disconnected other than limited services required for security guards fire and burglar alarms
- c) all letter boxes shall be sealed to prevent insertion of material
- d) perimeter fences walls and gates to be kept complete and maintained
- e) the Premises shall be kept clear both internally and externally of combustible materials and not be used for storage

11. Damage in respect of

- a) Vehicles licensed for road use (including accessories thereon), caravans trailers railway locomotives rolling stock watercraft or aircraft other than Insured's Own Vehicle(s) and Customer Vehicle(s) stated in the Section Schedule as Vehicle Stock.
- b) 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
- c) land roads piers jetties bridges culverts or excavations
- d) livestock growing crops or trees

unless specifically mentioned as insured by this Section

12. 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

13. Damage in respect of

- a) Money
- b) Stock In Transit or Vehicles in transit unless specifically mentioned as insured by this Section

14. any property more specifically insured by or on behalf of the Named Insured

15. consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under this Section

16. Damage to any Computer and Telecommunication Equipment (including Fixed Media and Unfixed Media) and Ancillary Equipment Programs and Data where there is a Computer All Risks Section forming part of this Policy

17. Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe

18. Damage to Property outside the Territorial Limits (where the insurance on any Property Insured item so applies) where such Property is situate in any territory which is subject to sanctions imposed by the United Nations or by the Governments of the United Kingdom or the United States of America

19. Damage in respect of jewellery precious stones precious metals bullions furs curiosities works of art or rare books

20. loss distortion corruption or erasure of Programs and/or Data recorded on Media unless such accidental loss distortion corruption or erasure of Programs and/or Data itself results from other Damage to Property Insured and is not otherwise excluded

21. loss or Damage caused by theft or attempted theft of any Vehicle and it's accessories or spare parts where the Vehicle was left unlocked or the Vehicle keys/card were in the ignition or in or on the Vehicle or the keys/cards were not secured in a locked and suitable key cabinet where access to customers and the public is strictly denied or was not in the personal possession of the Insured or an employee of the Insured but this personal possession excludes vehicle keys/card in or on the Insured or employee's desk office work area or item of clothing not being worn.

22. loss or Damage to Insured Vehicles away from the Business Premises unless specifically mentioned as insured by this Section and the relevant Endorsement attaches to this Section and shown in the Schedule.

# Business Interruption Section

## Section Definitions

- 1. Damage**  
The word 'Damage' shall mean for the purposes of this Section accidental loss or destruction of or damage by any of the Defined Perils
- 2. Indemnity Period**  
The words 'Indemnity Period' shall mean the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule)
- 3. Gross Profit**  
The words 'Gross Profit' shall mean the amount by which the sum of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of any Uninsured Working Expenses
- 4. Estimated Gross Profit**  
The words 'Estimated Gross profit' shall mean the amount declared by the Named Insured to the Company as 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)
- 5. Turnover**  
The word 'Turnover' shall mean the money paid or payable to the Named Insured for goods sold and delivered and for services rendered in course of the Business at the Premises
- 6. 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
- 7. Estimated Tax Relief**  
The amount declared by the Insured to the Company as representing not less than the Tax Relief which it is anticipated will be allowed to the Insured 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)
- 8. Tax Relief Insurable Amount**  
The average amount (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) of the Tax Relief to which the Insured would but for the damage have

been entitled in the financial years into which the twelve months immediately following the date of the damage fall

- 9. Rate of Gross Profit**  
The words 'Rate of Gross Profit' shall mean the rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Damage
- 10. Annual Turnover**  
The words 'Annual Turnover' shall mean the Turnover during the twelve months immediately before the date of the Damage
- 11. Standard Turnover**  
The words 'Standard Turnover' shall mean the Turnover during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period (adjusted where the Indemnity Period exceeds twelve months)
- 12. Increase in Cost of Working**  
The words 'Increase in Cost of Working' shall mean 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.
- 13. Uninsured Working Expenses**  
The words 'Uninsured Working Expenses' shall mean
  - 100% of purchases less discounts received
  - 100% of discounts
  - 100% of Payroll

to which such adjustment shall be made as may be necessary to provide for the trend of the Business and for variations in or special circumstances affecting the Business either from 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



## Section Cover

If any building or other property or part thereof used by the Named Insured at the premises identified against each item in the Schedule for the purpose of the Business be the subject of Damage during the Period of Insurance and in consequence the Business at such Premises carried on by the Named Insured be interrupted or interfered with then the Company will pay to the Named Insured the amount of loss resulting from such interruption or interference in respect of each item in the Schedule up to the sum specified in the Schedule

Provided that

- a) at the time of the happening of the Damage there shall be in force an insurance covering the interest of the Named Insured in the property at the Premises (or elsewhere where loss as insured hereunder is so extended to apply) against such Damage and that
  - i) payment shall have been made or liability admitted therefor
  - ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- b) the liability of the Company under this Section shall not exceed
  - i) in the whole the Total Sum Insured or in respect of any item its Sum Insured or any other Limit of Liability stated in the Schedule at the time of the Damage
  - ii) the Sum Insured (or Limit) remaining after deduction for any other loss destruction or interference consequent upon Damage occurring during the same Period of Insurance unless the Company shall have agreed to reinstate any such Sum Insured (or Limit)

## Section Memoranda

### 1. Opening and Closing Stocks

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

### 2. Accountants

Any particulars or details in the Named Insured's books of account or other business books or documents which may be required by the Company under General Condition 7 of the Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Named 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 Named Insured the reasonable charges payable by the Named Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of General Condition 7 of the Policy and reporting that such particulars or details are in accordance with the Named Insured's books of account or other business books or documents

Provided that the liability of the Company payable under this Clause when aggregated with any amount otherwise payable under the Section shall in no case exceed the Total Sum Insured by this Section

### 3. Automatic Reinstatement

In the absence of written notice by the Company or the Named Insured to the contrary within 30 days of notification of any loss then in consideration of the insurance not being reduced by the amount of any loss the Named Insured shall pay the appropriate extra premium on the amount of the loss from the date thereof to the expiry of the Period of Insurance

### 4. Current Cost Accounting

For the purpose of this Section any adjustment implemented in current cost accounting shall be disregarded

### 5. Value Added Tax

To the extent that the Named Insured is accountable for Value Added Tax to the authorities all terms in this Section shall be exclusive of such tax

### 6. Alternative Trading

If goods be sold or services rendered during the Indemnity Period elsewhere than at the Premises for the benefit of the Business either by the Named Insured or by others on the Named Insured's behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Turnover or Rent Receivable or Gross Revenue (as insured) during the Indemnity Period

### 7. Payments on Account

Any claim settlement payments will be made to the Named Insured monthly during the Indemnity Period if desired

### 8. Accumulated Stock

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to Damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods on the Named Insured's Premises

### 9. Salvage Sale

If following Damage giving rise to a claim under this Section the Named Insured shall hold a salvage sale during the Indemnity Period the term Reduction in Turnover shall for the purpose of such claim read as follows

The term Reduction in Turnover means the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the turnover for the period of the salvage sale) shall in consequence of the Damage fall short of the Standard Turnover from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale'

### 10. Programs and Data

The Named Insured shall

- a) take all reasonable precautions to prevent accidental loss distortion corruption or erasure of Programs and/or Data
- b) in respect of Programs maintain a backup copy of the current version at a location other than the respective Premises where the Media on which the Programs are recorded is situate
- c) in respect of Data maintain a weekly full system backup of Data at a location other than the respective Premises where the Media on which the Data is recorded is situate

### 11. Designation

The word and expressions used in these Definitions shall have the meaning usually attached to them in the books and accounts of the Named Insured unless otherwise defined in this Section and the Policy

### 12. Subrogation Waiver

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

- a) any company standing in the relation of parent to subsidiary to the Named Insured
- b) any company standing in the relation of subsidiary to parent to the Named Insured



- c) any company which is a subsidiary of a parent company of which the Named Insured is a subsidiary

in each case as defined by current legislation



# Basis of Settlement - Declaration Linked Gross Profit (Code: DLGP)

The insurance under this numbered 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 there under 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 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 the charges and the expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Damage

### **Tax Relief**

Reimburse the Insured in respect of a) Reduction in Tax Relief and b) Increase in Cost of Working and the amount payable as indemnity there under 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 item on Gross Profit as exceeds the amount payable there under

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

### **Limit of Liability**

Notwithstanding anything herein contained to the contrary the liability of the Company shall not exceed in respect of Gross Profit 133 1/3% of the Estimated Gross Profit stated herein in respect of Tax Relief 133 1/3% of the Estimated Tax Relief stated herein nor in the whole the sum of 133 1/3% of the Estimated Gross Profit 133 1/3% of Estimated Tax Relief and 100% of the Sums Insured by other items or such other amounts as may be substituted therefor by memorandum signed by or on behalf of the Company





# Additional Increase in Cost of Working (Code: AICOW)

The insurance under this item is limited to such further Additional Increase in Cost of Working beyond that recoverable under clause (b) 'In Respect of Increase in

Cost of Working' as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the Damage for the purpose of avoiding or diminishing the reduction in Turnover

## Additional Memoranda

### Uninsured Standing Charges

If any standing charges of the Business be not insured by this Section (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 sum of the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges

### Renewal

The Insured shall prior to each renewal furnish the Insurer with the Estimated Gross Profit for the financial year most nearly concurrent with the ensuing year of insurance

### Premium Adjustment

The First and Renewal Premiums in respect of insured items are provisional and are based on the Estimated Gross Profit 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 the each Period of Insurance a declaration confirmed by the Insured's auditors of the Gross Profit 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 Gross Profit the above-mentioned declaration shall be increased by the Company for the purpose of the premium adjustment by the amount by which the Gross Profit 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 Indemnity Period exceeds twelve months)

- a) is less than the Estimated Gross Profit for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Profit but not exceeding 50% of such premium

- b) is greater than the Estimated Gross Profit for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit

### New Business Clause

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises the terms Standard Turnover and Rate of Gross Profit shall bear the following meanings and not as within stated

#### Rate of Gross Profit

The rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the commencement of the business and the date of the damage

#### Standard Turnover

The proportional equivalent, for a period of the turnover realised during the period between the commencement of the business and 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

### 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 said item 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 shall be proportionately reduced





# Declaration Linked Rent Receivable: Code DLRR

The insurance under this numbered item is limited to

**a) Loss of Rent Receivable**

and

**b) Increase in Cost of Working**

and the amount payable as indemnity hereunder 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 by the Named Insured 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 the charges and expenses of the Business normally payable out of the Rent Receivable as may cease or be reduced in consequence of the Damage

**Limit of Liability**

Notwithstanding anything herein contained to the contrary the liability of the Company shall not exceed in respect of Rent Receivable 133 1/3% of the Estimated Rent Receivable stated herein nor in the whole the sum of 133 1/3% of the Estimated Rent Receivable and 100% of the Sums Insured by other items or such other amounts as may be substituted therefor by memorandum signed by or on behalf of the Company

## Special Definitions

**Rent Receivable**

The money paid or payable to the Named Insured for accommodation and services provided in respect of the letting of the Premises shown in the Schedule including any additional rent which would have been received as a result of an increase in rent following a rent review

**Estimated Rent Receivable**

The amount declared by the Named Insured to the Company as representing not less than the Rent Receivable which it is anticipated will be received by the Named Insured during the financial year most nearly concurrent with the Period of Insurance (or a

proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months)

**Annual Rent Receivable**

The Rent Receivable during 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 appropriately adjusted where the Indemnity Period exceeds twelve months

to which such adjustment 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

## Additional Memoranda

**Renewal**

The Named Insured shall prior to each renewal furnish the Insurer with the Estimated Rent Receivable for the financial year most nearly concurrent with the ensuing year of insurance

**Premium Adjustment**

The First and Renewal Premiums in respect of insured items are provisional and are based on the Estimated Rent Receivable 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 the each Period of Insurance a declaration confirmed by the Insured's auditors of the Rent Received 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 Rent Receivable the above-mentioned declaration shall be increased by the Company for the purpose of the premium adjustment by the amount by which the 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)

- a) is less than the Estimated Rent Receivable for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the



Estimated Rent Receivable but not exceeding 50% of such premium

- b) is greater than the Estimated Rent Receivable for the relative Period of Insurance the Insured shall pay a pro-rata addition to the premium paid on the Estimated Rent Receivable



## Increase in Cost of Working (Code: ICOW)

The insurance under this numbered item is limited to the additional expenditure necessarily and reasonably incurred by the Named Insured for the sole purpose of avoiding or diminishing the interruption of or interference with the Business which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage Additional expenditure would be deemed to include the cost of removal to and from temporary premises and expenses incidental thereto increase in rent rates and taxes salaries of additional staff and overtime payments

The Company's liability shall not exceed in respect of the first three months of the Indemnity Period one half of the Sum Insured and for each of the succeeding months within the Indemnity Period one equal pro-rata part of the balance after deducting the amount payable in respect of the first three months

# TRAVELERS

## Extensions

The following extensions are operative only where stated in the Schedule and subject otherwise to the terms conditions and exclusions of the Section and the Policy

Provided that the limit of the Company's liability under each extension in respect of any one claim or claims arising from an Event shall not exceed €15,000 unless specifically amended in the Schedule

### 1. **Prevention of Access**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to the surrounding areas and/or to property in the vicinity of the Premises which shall prevent or hinder the use thereof or access thereto whether the Premises or property of the Named Insured shall be damaged or not but excluding Damage to property of any supply undertaking from which the Named Insured obtains electricity gas or water or telecommunications services which prevents or hinders the supply of such services to the Premises

### 2. **Public Utilities - Electricity**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any generating station or sub-station of the public electricity supply undertaking from which the Named Insured obtains electricity

### 3. **Public Utilities - Gas**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith from which the Named Insured obtains gas

### 4. **Public Utilities - Telecommunication**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any land based premises of any public telecommunications undertaking from which the Named Insured obtains telecommunications services

### 5. **Public Utilities - Water**

It is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage to property at any water works or pumping station of the public water supply undertaking from which the Named Insured obtains water

### 6. **Suppliers and Customer(s)**

it is agreed that loss as insured by this Section extends to include loss resulting from interruption to or interference with the Business in consequence of Damage by any Defined Peril at the premises of the

Named Insured's suppliers and or customer(s) with whom the Named Insured has a contract or trading relationship to supply goods or services but excluding the premises of any public supply undertaking from which the Named Insured obtains electricity, gas water or telecommunications services.

### 7. **Loss of Attraction**

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

## Section Exclusions

The insurance provided under this Section does not cover loss resulting from interruption to or interference with the Business

1. if after the commencement of this insurance
  - a) the Business be wound up or permanently discontinued or the Named Insured becomes bankrupt or the Business is carried on by the liquidator(s)
  - b) the interest of the Named Insured ceases other than by death
2. in consequence of Damage to vehicles requiring a licence for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
3. in consequence of loss distortion corruption or erasure of Programs and/or Data recorded on Media unless such accidental loss distortion corruption or erasure of Programs and/or Data itself results from other insured Damage to property used by the Named Insured and is not otherwise excluded
4. in consequence of Damage caused by or consisting of breakdown or derangement of Computer and Telecommunication Equipment Media and Ancillary Equipment but this shall not exclude
  - a) such Damage which itself results from other Damage and is not otherwise excluded
  - b) subsequent Damage which itself results from a cause not otherwise excluded
5. in consequence of Damage caused by the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services but this shall not exclude
  - a) such Damage which itself results from other Damage and is not otherwise excluded
  - b) subsequent Damage which itself results from a cause not otherwise excluded
6. in consequence of Damage caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude Damage not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
7. in consequence of Damage in respect of
  - a) Money
  - b) property In Transit unless specifically mentioned as insured by this Section

8. in consequence of Damage caused by or consisting of
  - a) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - b) the bursting by steam pressure of any vessel machine or apparatus (not being a boiler or economiser on the Premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to or under the control of the Named Insured
  - c) faulty or defective workmanship operational error or omission on the part of the Named Insured or any of his Employees
  - d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - e) delay or loss of markets

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

9. a) in consequence of Damage caused by or consisting of
  - i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
  - ii) change in temperature colour flavour texture or finish
  - iii) erasure or distortion of information on computer systems or other records due to the presence of a magnetic flux
  - iv) the freezing solidification or inadvertent escape of molten material
- b) in consequence of Damage consisting of
  - i) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers super heaters pressure vessels or any range of steam and feed piping in connection therewith
  - ii) breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- a) such Damage not otherwise excluded which itself results from a Defined Peril or from any other Damage
- b) subsequent Damage which itself results from a cause not otherwise excluded



10. in consequence of Damage caused by theft or attempted theft of property from the Premises as stated in the Schedule unless caused by theft or attempted theft of the property from the buildings and Compound at the Premises (not the grounds) where accompanied by forcible and violent entry to or exit from the buildings Insured Vehicle(s) compound or by violence to persons or threat of violence to persons and provided that the Business Premises have not been unoccupied for a period of more than thirty consecutive days
11. in consequence of Damage caused by pollution or contamination but this shall not exclude Damage not otherwise excluded caused by
  - a) pollution or contamination which itself results from a Defined Peril
  - b) a Defined Peril which itself results from pollution or contamination
12. in consequence of Damage caused by or consisting of
  - a) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - b) normal settlement or bedding down of new structures
  - c) dishonesty fraudulent action trick device or other false pretence by any Employee partners or directors of the Named Insured whether acting alone or in collusion with others
  - d) disappearance unexplained or inventory shortage misfiling or misplacing of information
13. in consequence of Damage to buildings or structures thereat caused by their own collapse or cracking unless resulting from a Defined Peril insofar as it is not otherwise excluded
14. in consequence of Damage by wind rain hail sleet snow flood or dust to moveable property in the open or fences or gates
15. in consequence of Damage to that part of the property
  - a) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - b) resulting from its undergoing any process of production packing treatment commissioning servicing or repair
16. in consequence of Damage in respect of any Premises which are unoccupied for a period of more than thirty consecutive days other than Damage caused by fire explosion aircraft or other aerial devices or articles therefrom subject to the following

#### Special Condition

#### **Special Condition**

It is a condition precedent to liability under the Policy that

- a) the Premises are secured against illegal entry All windows and doors shall be fitted with good quality locks
  - b) all unnecessary services to be disconnected other than limited services required for security guards fire and burglar alarms
  - c) all letter boxes shall be sealed to prevent insertion of material
  - d) perimeter fences walls and gates to be kept complete and maintained
  - e) the Premises shall be kept clear both internally and externally of combustible materials and not be used for storage
  - f) weekly visits shall be carried out by the Insured in order to check the premises and carry out any work necessary to maintain security
17. in consequence of Damage in respect of
- a) 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
  - b) land roads piers jetties bridges culverts or excavations
  - c) livestock growing crops or trees
- unless specifically mentioned as insured by this Section
18. in consequence of Damage to property of the Named Insured outside the Territorial Limits (where loss as insured by this Section so provides) where such property is situate in any territory which is subject to sanctions imposed by the United Nations
19. in consequence of Damage in respect of jewellery precious stones precious metals bullions furs curiosities works of art or rare books

# Money & Personal Accident (Assault)

## Part A – MONEY Definitions

### Employee

The term 'Employee' shall mean a person employed under a contract of service or apprenticeship with the Named Insured

### Business Hours

The term 'Business Hours' shall mean the Named Insured's usual business hours (including overtime) during which the Named Insured his directors partners or Employees entrusted with the Money are on the Premises for the purpose of the Business

### Bodily Injury

The words 'Bodily Injury' for the purpose of this Section shall not include sickness disease naturally occurring or degenerative process or mental anguish

## Cover

This Section extends to indemnify the Named Insured following the under noted events subject to the limits specified in the Schedule or as noted hereunder

1. Loss of Money (other than as insured by paragraph 5 below) the Property of the Named Insured or for which the Named Insured is responsible in the course of the Business
  - a) on the Named Insured's Premises during Business Hours
  - b) on the Named Insured's Premises outside of Business Hours not in a locked safe or strong room up to a limit of €500.
  - c) on the Named Insured's Premises outside business hours in a locked safe or strongroom specified in Schedule
  - d) on the Named Insured's Premises outside business hours in a locked safe or strongroom unspecified in Schedule up to a limit of €15,000
  - e) in transit to or from any financial institution
  - f) deposited in bank night safe until removed by a bank official
  - g) at the private dwelling houses of the Named Insured's directors partners or authorised Employees up to a limit of €750.

- h) on site of contracts or exhibitions whilst the Named Insured's Employees are working thereat up to a limit of €650.
  - i) in the custody of petrol pump attendants or sales assistants employed by the Named Insured between the hours of 8.00pm and 8.00am up to a limit of €1000.
  - j) the nominal (unsold) value of National Lottery tickets on the Named Insured's Premises
2. Damage to any case bag or waistcoat used for the carriage of Money following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of €750 any one claim or claims arising from an Event
  3. Damage to safe(s) strong room(s) or franking machine(s) resulting from theft of Money or any attempt thereat
  4. Damage to clothing and personal effects belonging to the Named Insured or any director partner or Employee of the Named Insured following theft of Money or any attempt thereat occurring in the course of the Business up to a limit of €750 anyone claim or claims arising from an Event
  5. any single loss of Money consisting of Crossed Cheques, Crossed Giro Cheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers Drafts, Crossed Giro Drafts, Unexpired Units in Franking Machines, Credit Card Sales Vouchers up to a limit of €375,000.

## Conditions

1. The Insured shall comply with the following
  - a) a complete record shall be kept of Money In Transit and at the Business Premises with regard to crossed cheques crossed giro cheques crossed postal orders crossed money orders crossed bankers drafts or credit card sale vouchers The Named Insured immediately on receipt of these instruments should note their date of issue, serial number and where relevant the name and address or the Bank account number of the Drawer. These records must be submitted in support of any claim
  - b) such record shall be deposited in a secure place other than in the safe(s) and/or strong room(s) containing the Money
  - c) outside Business Hours the safe(s) and/or strong room(s) shall be kept locked and the keys thereof shall not be left on the Premises unless the Premises are occupied by the Named Insured or an authorised Employee in which case such keys if left on the Premises shall be deposited in a secure place not in the vicinity of the safe(s) and/or strongroom(s)

- d) the Named Insured shall maintain the following minimum standards of precaution for the safety of Money In Transit at all times
  - i) The times of transits routes and conveyances used shall be varied as far as possible
  - ii) All persons engaged in the transit of Money shall be able-bodied adults at least 18 years of age
  - iii) In respect of any one transit the following minimum number of able-bodied adults shall carry the Money which shall be divided equally between them but not exceed €6000 per person

AMOUNT	NO. OF PERSONS
€1 to €5,000	1
€5,001 to €10,000	2
€10,001 to €16,000	3
€16,001 and over	Specialist Security Co

- f) notwithstanding exclusion e) above loss caused by or resulting from an attack which allows unauthorised access or use of a computer or telecommunications system by electronically circumventing a security system and procedure and or a Computer Virus but this shall not exclude loss not otherwise excluded which itself results from fire explosion escape of water from any tank apparatus or pipe
- g) loss of Money during transit by unregistered post
- h) loss arising from depreciation in value or due to dishonoured cheques or unexplained shortages
- i) loss suffered as the result of a business transaction
- j) loss or damage suffered as a result of kidnap or unlawful detention of the Insured, directors or employees or members of their family.

## Exclusions

1. The insurance provided under this Extension does not cover
  - a) shortages due to clerical or accounting errors or omission
  - b) loss due to the fraud or dishonesty of any director partner or Employee of the Named Insured
    - i) not discovered within seven working days of the occurrence
    - ii) more specifically insured by any other policy or policies except in respect of any excess beyond the amount payable under such other policy or policies limit of €10,000 any one claim or claims arising from an event
  - c) loss or damage arising elsewhere than in the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands
  - d) loss of Money from
    - i) vending and/or gaming machines and/or automated money operated machinery/atm's.
    - ii) unattended vehicles
  - e) loss resulting directly or indirectly from forgery fraudulent alteration or substitution counterfeit money or fraudulent use of a computer or electronic transfer

# Part B – Personal Accident (Assault) Definitions

## Loss of Limb

The term 'Loss of limb' shall mean loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand arm foot or leg

## Bodily Injury

The words 'Bodily Injury' for the purpose of this Section shall not include sickness disease naturally occurring or degenerative process or mental anguish

## Cover

The Company shall in addition pay to the Named Insured the amount of the Benefit specified in the Schedule or as hereunder in respect of the Contingencies happening to the insured persons detailed below as a result of theft or attempt thereat arising in the course of the Business

- a) the Named Insured or any director partner or Employee of the Named Insured
- b) any person to whom the Named Insured has entrusted money other than an employee of a professional security company or organisation

## Contingencies

Bodily injury caused by violent accidental external and visible means resulting directly solely and independently of other causes in

- |  |   |   |
|--|---|---|
| <ul style="list-style-type: none"> <li>1. Death</li> <li>2. Permanent loss of all sight in one or both eyes</li> <li>3. Loss of one or more limbs</li> </ul>   | } | <p>Occurring within twelve months of bodily injury as aforesaid</p> |
| <ul style="list-style-type: none"> <li>4. Temporary total disablement from engaging in or giving attention to his profession or occupation commencing within 12 calendar months of bodily injury as aforesaid</li> <li>5. Permanent and total disablement (other than by loss of limbs or sight) which on the expiration of 104 weeks from the date of such bodily injury shall permanently and totally disable an insured person from following or engaging in or giving attention to any kind of profession or occupation</li> <li>6. Fractures of the skull shoulder blade collar bone breast bone ribs arm elbow wrist hand pelvis hip leg knee cap foot or up to a limit of €2500</li> <li>7. Internal Injuries requiring surgery up to a limit of €2000</li> </ul> |   |   |

# Conditions

1. a) This insurance applies only to
  - i) persons between the ages of 16 and 70 years
  - ii) contingencies occurring within the Territorial Limits
- b) Benefit cannot be paid under more than one of the contingencies 1 to 3 and 5 to 7 in connection with the same injury
- c) Payment of a claim under one of the contingencies 1 to 3 and 5 to 7 will end the cover granted in so far as it applies to the insured person concerned
- d) The benefit under contingency 4 shall not be payable for more than 104 weeks in respect of any one injury calculated from 72 hours from the commencement of the date of the disablement
- e) If and when benefit becomes payable under any of contingencies 1 to 3 weekly benefit being paid in connection with the same injury will cease
- f) All certificates information and evidence required by the Company shall be furnished at the expense of the Named Insured and shall be in such form and of such nature as the Company may prescribe An insured person as often as required shall submit to medical examination on behalf of the Company at his own expense in respect of any alleged bodily injury The Company shall in the event of the death of an insured person be entitled to have a post-mortem examination at its own expense

# Exclusions

1. The insurance provided under this Extension does not cover
  - a) if the insured person has any pre-existing physical or mental defect or infirmity of which he or the Named Insured was aware before the commencement of the period of insurance for such insured person
  - b) pregnancy or childbirth
  - c) benefit payable due solely to the inability to take part in sports or pastimes.
  - d) loss or damage suffered as a result of kidnap or unlawful detention of the Insured, directors or employees or members of their family.



# Employers' Liability

## Section Definition

In this Section the following term shall have the following meaning

1. **Offshore Work**

The words 'Offshore Work' shall mean visits or work undertaken by an Employee from the time the Employee embarks onto a conveyance at the point of final departure whether airborne or waterborne for transport to an offshore installation rig platform or other associated structure until such time as the Employee disembarks from the conveyance onto land upon his return from such installation or associated structure



# Section Cover

## 1. Bodily Injury

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability to pay Compensation for Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured in connection with the Business and caused during the Period of Insurance

- a) within The Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands.
- b) elsewhere in the world where any director or non-manual Employee normally resident in the territories stated in (a) above is temporarily working in connection with the Business

## 2. Claimants' Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule against legal liability for claimants' costs and expenses in connection with the indemnity provided under Section Cover 1

## 3. Defence Costs and Expenses

The Company will indemnify the Insured subject to the Limit of Indemnity stated in the Schedule in respect of all

- a) costs of legal representation reasonably incurred with the Company's written consent at any
  - i) coroner's inquest or other inquiry in respect of any death
  - ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under Section Cover 1

## 4. Safety Health and Welfare at Work Act Prosecution Defence Costs

The Company will indemnify the Insured subject to the Limit of Indemnity as stated in the Schedule in respect of legal costs and other expenses reasonably incurred with the Company's written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any health and safety at work legislation committed or alleged to have been committed during the Period of Insurance in the course of the Insured's Business

Provided that

- a) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- b) the proceedings relate to the health safety or welfare of any Employee
- c) the indemnity will not apply to
  - i) proceedings consequent upon any deliberate act or omission
  - ii) fines or penalties of any kind
  - iii) any circumstances where indemnity is provided by any other insurance or where but for the existence of this Section Cover 4 indemnity would have been provided by such other insurance

## 5. Unsatisfied Court Judgements

Where a judgement for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury sustained by the Employee and caused during the Period of Insurance arising out of and in the course of employment by the Insured in connection with the Business against any company or persons operating from or resident in premises within the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court in the said territories and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the Insured the Company will pay to the Employee or the said legal personal representatives subject to the Limit of Indemnity stated in the Schedule the amount of any such damages and awarded costs that remain unsatisfied

Provided that

- a) there is no appeal outstanding
- b) if any payment is made by the Company the Employee or the said legal personal representatives shall assign the judgement to the Company
- c) all reasonable steps necessary to protect the ability to recover from the party against whom the judgement was obtained have been taken

## 6. Compensation for Court Attendance

Where at the request of the Company or their representatives any of the under mentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- a) any principal partner or director of the Insured €500.00
- b) any other Employee €200.00

**7. Indemnity to Principal**

If the Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- i) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity



## Section Limit of Indemnity

The Limit of Indemnity is stated in the Section Schedule and applies to the Compensation payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause and is inclusive of all claimants' and defence costs and expenses payable under Section Covers 2 and 3 and 4



## Section Conditions

### **Claims (Right of Recovery)**

The indemnity provided by this Section is deemed to be in accordance with the provision of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man and the Channel Islands but the Insured shall repay the Company all sums paid by the Company which they would not have been liable to pay but for the provision of such law

### **Section Condition**

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 any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Isle of Man the Channel Islands and offshore installations in territorial waters around Great Britain and it's Continental Shelf



## Section Exclusions

**1. Offshore Work**

The Company shall not be liable to indemnify the Insured in respect of any liability arising directly or indirectly from any Offshore Work

**2. Road Traffic Acts**

The Company shall not be liable to indemnify the Insured in respect of any liability for which compulsory motor insurance or security is required by any road traffic legislation

**3. Workmans Compensation**

The Company shall not be liable to indemnify the Named Insured in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation

**4. Development Work**

The Company shall not be liable to indemnify the Named Insured in respect of liability for Bodily Injury arising from any development work to the Insured's property other than maintenance or repair

**5. Welding**

The Company shall not be liable to indemnify the Named Insured in respect of any liability for Bodily Injury arising out of the use of welding or cutting equipment unless the Named Insured has supplied protective clothing and welding goggles to all employees who must wear them at all times when so engaged





# Public Liability, Products Liability and Servicing Indemnity

## Section Definitions

In this Section the following terms shall have the following meanings

**1. Damage**

The word 'Damage' shall mean physical loss of or damage to tangible property including attendant loss of use of such property

**2. Financial Loss**

The words 'Financial Loss' shall mean financial loss unaccompanied by either

a) Injury

or

b) Damage

**3. Products**

The word 'Products' shall mean anything tangible (including containers packaging or labels) sold supplied hired out repaired serviced altered upgraded installed erected processed tested treated stored or transported by or on behalf of the Insured in connection with the Business after they have ceased to be in the custody or control of the Insured

**4. Servicing**

The word 'Servicing' shall mean repair testing servicing alteration maintenance storage or inspection of any Vehicle



## Section Limit of Liability

The Limit of Indemnity is as stated in the Schedule and applies to compensation payable in respect of any one occurrence or all occurrences or a series consequent on or attributable to one source or original cause

In respect of liability arising from Products and Servicing the Limit of Indemnity shall be the total amount payable during any one Period of Insurance in respect of all claims

Provided that

- a) where the Limit of Indemnity is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under Section Covers 1 or shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability
- b) the Deductible in respect of damages and the claimant's(s) costs and expenses will be payable before the Company shall be liable to make a payment.

## Section Cover

### Part 1 - Public Liability

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all sums which the Insured shall become legally liable to pay as compensation for and arising out of accidental

- a) Injury or
- b) Damage or
- c) nuisance trespass or interference with any easement right of air light water or way

occurring during the Period of Insurance and arising in connection with the Business

### Part 2 - Servicing Indemnity and Products Liability

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all sums which the Insured shall become legally liable to pay as compensation for and arising out of accidental

- a) Injury or
- b) Damage

occurring during the Period of Insurance and arising in connection with the Business arising out of Products or Servicing, whichever cover is operative as specified on the Section Schedule

### Part 1 and Part 2

#### 1. Claimants' Costs and Expenses

The Company will in addition indemnify the Insured against legal liability for claimants' costs and expenses in connection with the indemnity provided under Section Cover Part 1 or Part 2

#### 2. Defence Costs and Expenses

The Company will in addition indemnify the Insured in respect of all

- a) costs of legal representation reasonably incurred with the Company's written consent at any
  - i) coroner's inquest or other inquiry in respect of any death
  - ii) proceedings in any court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings) in respect of any act or omission causing or relating to any occurrence
- b) other costs and expenses reasonably incurred with the Company's written consent in relation to any matter

which may be the subject of indemnity under Section Cover Part 1 or Part 2

# Extensions to Section Cover Part 1

## 1. Data Protection Act 1998

The Company will indemnify the Named Insured and if the Named Insured so requests any Employee or director or partner of the Named Insured in respect of their liability to pay Compensation for damage or distress under section 7, 21 and 22 of the Data Protection Act 1998 including reasonable defence costs and expenses incurred with the written consent of the Company and in addition the reasonable defence costs incurred with the written consent of the Company relating to a prosecution brought under the Data Protection Act 1998 in relation to a claim made by any person

Provided that

- a) any claim for Compensation is first made or prosecution first brought against the Named Insured during the Period of Insurance
- b) the Named Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998
- c) no indemnity is granted in respect of
  - i) the payment of fines or penalties
  - ii) the cost of replacing reinstating rectifying erasing blocking or destroying any data
  - iii) liability caused by or arising from a deliberate or intentional act by or omission of the Named Insured or any person eligible for indemnity by this extension the effect of which will knowingly result in liability under the Data Protection Act 1998
  - iv) claims which arise out of circumstances notified to previous insurers or are known to the Insured and likely to give rise to indemnity under this extension at the start of the Period of Insurance
  - v) liability for which indemnity is provided under any other insurance
- d) in respect of each and every claim under this extension the Named Insured shall be liable for 10% of the cost of the claim or €750 or the section deductible whichever is the greater
- e) the Company's liability under this extension is limited to €750,000 in respect of any one claim and in the aggregate during any one Period of Insurance

## 2. Motor Contingent Liability

Notwithstanding Exclusion 7 to Section Cover Part 1 the Company will indemnify the Named Insured and no other for the purposes of this clause against legal liability arising from or caused by any motor vehicle not the property of nor provided by the Named Insured and being used in connection with the Business

Provided that the Company will not provide indemnity in respect of liability

- a) for loss of or damage to such vehicle or property conveyed therein or thereon or the bringing of a load to such vehicle for loading thereon or the taking away of a load for unloading therefrom
- b) more specifically insured under any other insurance or which would be so insured but for the existence of this clause
- c) arising or caused whilst such vehicle is being
  - i) driven by the Named Insured
  - ii) driven with the general consent of the Named Insured or his representative by any person who to the knowledge of the Named Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - iii) used elsewhere than in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands

## 3. Private Duties

The definition of 'Business' extends to include the execution of private duties undertaken with the consent of the Insured by any Employee for any director partner or senior official of the Insured

## 4. Overseas Personal Liability

The Company will indemnify the Named Insured and if the Named Insured so requests any director or partner of the Insured or Employee (including their families whilst accompanying them) against legal liability incurred in a personal capacity whilst engaged in non manual visits in connection with the Business outside the Territorial Limits

Provided that the Company will not provide indemnity

- i) in respect of legal liability caused by or arising out of the ownership or occupation of land or buildings
- ii) where indemnity is provided by any other insurance or where but for the existence of this Policy indemnity would have been provided by such other insurance



## Extensions to Section Cover Part 2

### 1. Satisfactory Quality

Notwithstanding Exclusion 2 of the Exclusions to Section Cover Part 1 and Part 2 of this Section the Company will indemnify the Insured against legal liability to pay compensation

- a) to a consumer who purchases any goods sold
- b) arising out of Servicing

by the Insured during the Period of Insurance in connection with the Business where such goods or Servicing are proved not to be of satisfactory quality

Provided that

- a) the maximum liability of the Company in respect of any one claim shall not exceed the Limit of Indemnity specified against this Item in the Section Schedule inclusive of all costs and expenses.
- b) the Company shall not be liable for the costs of replacing reinstating repairing or recalling the goods sold or supplied or of rectifying the original Servicing giving rise to the liability
- c) this indemnity will not apply to legal liability for injury or loss of or Damage to property
- d)
  - i) all work is checked by a qualified Motor Mechanic before vehicles are released to customers
  - ii) all apprentices are supervised by a qualified Mechanic
  - iii) Full servicing records are kept in relation to all repairs and servicing including the supply and sale of spare parts components or accessories for such servicing and repair for a period of two years and are available for inspection by the Company at any time.
  - iv) all vehicles are fully serviced in accordance with the manufacturer's guide before sale and all such servicing records are retained for a period of two years and are available for inspection by the Company at any time
- e) liability arising from misrepresentation mis-selling collusion or connivance of the Insured or any employee



# Extensions to Section Cover Part 1 and Part 2

## 1. **Compensation for Court Attendance**

Where at the request of the Company or their representatives any of the under mentioned persons attend a court or tribunal or other forum as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day or part thereof on which attendance is required

- i) any principal partner or director of the Insured €500.00
- ii) any other Employee €200.00

## 2. **Indemnity to Principal**

If the Named Insured so requests the Company will indemnify any principal for whom the Insured is carrying out work under contract or agreement against liability arising out of the performance of such work by the Insured and in respect of which the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured but only to the extent required by the terms and conditions of such contract or agreement

Provided that

- i) said principal shall observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply
- ii) the Company's aggregate liability to all parties comprising the Insured and the said principal shall not exceed the Limit of Indemnity

## Exclusions to Section Cover Part 1

The indemnity provided by Section Cover Part 1 of this Section does not apply to

1. Damage to property belonging to the Insured
2. Damage to property held in trust or in the care custody or control of the Insured other than
  - a) property including any Vehicle or its contents belonging to visitors whilst temporarily on the premises of the Insured which is not held by the Insured for repair testing servicing maintenance alteration cleaning inspection or stored
  - b) directors or Employees personal effects including any Vehicle and its contents which is not held by the Insured for repair testing servicing maintenance alteration cleaning inspection or stored
  - c) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business.
3. Damage being that part of any property upon which the Insured has carried out or is at the date of the occurrence carrying out work and arising out of such work
4. liability arising from Products and Servicing
5. liability resulting from the driving of any Vehicle on any road or public highway within the meaning of the Road Traffic Acts other than on the Insured's premises for which they occupy for the purpose of the Business
6. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft (other than non powered water craft) intended to float on or in or travel through water or air orspace.
7. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of their employment by the Named Insured
8. liability arising from or caused by the ownership possession or use by or on behalf of the Insured of any mechanically propelled Vehicle or plant except
  - a) any Vehicle or plant
    - i) not requiring a licence for road use or a certificate of motor insurance or other security
    - ii) being used as a tool of trade at any premises of the Named Insured or on the site of any contract where the Insured is

working

- b) the loading or unloading or the bringing to or taking away of a load from any mechanically propelled Vehicle or plant

Provided that the Company will not grant indemnity

- i) in respect of liability which is compulsory insurable under any road traffic legislation
- ii) if indemnity is provided by any other insurance



## Exclusions to Section Cover Part 2

The indemnity provided by Section Cover Part 2 of this Section does not apply to

1. loss of or Damage to property belonging loaned or hired to the Insured or an Employee or member of the Insured's family or household
2. loss of or Damage to property other than any Vehicle held in trust or in the care custody or control of the Insured or an Employee or any party who is carrying out work on behalf of the Insured
3. loss of or Damage to any Vehicle in or about the premises of the Insured or any sub contractor to the Insured resulting directly or indirectly from fire or explosion
4. liability in respect of Bodily Injury sustained by the Insured director partner of the Insured or by any Employee and arising out of and in the course of their employment by the Named Insured
5. liability for the costs and expenses for
  - a) the repair inspection alteration correction or replacement of defective materials service or workmanship or
  - b) the withdrawal recall repair reinstatement replacement alteration or making of any refund in respect of Products sold or supplied by the Insured but this exclusion shall not apply in respect of Damage to any Vehicle sold or supplied by the Insured where loss or Damage to such vehicle is a direct result of work undertaken by or on behalf of the Insured
6. liability arising from Products attaching by virtue of an agreement but which would not have attached in the absence of such agreement unless the Company shall have signified its general approval to the form of such contract or agreement by endorsement hereon
7. liability caused directly or indirectly by the driving of any Vehicle.
8. liability being that part of any Product giving rise to a claim
9. liability arising out of Products incorporated in or on any aircraft aerial or extra-terrestrial devices military or naval missile
10. liability arising out of Products comprising or incorporated in ground support or control equipment used for the purpose of guidance navigation or direction of any aircraft spacecraft or military or naval missile
11. liability resulting from the sale servicing or repair of Vehicles or goods used for rallying or racing
12. any indemnity as provided for by Section Cover Part 1 of this Section whether covered or not

# Exclusions to Section Covers Part 1 and Part 2

The indemnity provided by Section Covers Part 1 and Part 2 of this Section does not apply to

1. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance anywhere in the world except the United States of America its territories and possessions Puerto Rico and Canada

Provided that

- a) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts
- b) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- c) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion 'Pollution or Contamination' shall mean

- i) all pollution or contamination of buildings or other structures or water or land or the atmosphere and
- ii) all Damage or Injury directly or indirectly caused by such pollution or contamination

2. liability for Financial Loss
3. liability arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged
4. liability assumed by the Insured under contract or agreement to any person firm or company unless the Company has signified its approval to the form of such contract or agreement or such liability would have attached notwithstanding such contract or agreement

5. liability in connection with any claim arising directly or indirectly out of or in connection with work undertaken by any Sub Contractor engaged by the Insured unless prior to engaging the services of any Sub Contractor the Insured has inspected the Contractor's insurances to ensure that
  - i) cover is provided in respect of the work undertaken by the Sub Contractor on behalf of the Insured
  - ii) the cover will be operative during the period of the contract
  - iii) the limit of indemnity provided is not less than the amount of indemnity specified in this Section Schedule
  - iv) such insurances provide an indemnity to the Insured
6. Damage to any Insured Vehicle where the Damage to such Vehicle is as a result of the Vehicle Key(s) being in or on the Vehicle whilst the Vehicle is unoccupied.
7. liability in respect of any development work to any premises owned or leased or rented by the Named Insured other than maintenance or repair
8. liability arising directly or indirectly in respect of injury loss or Damage caused by or arising from any lift elevator escalator hoist or power driven cranes other than car hoists having a lift not exceeding 6ft or the explosion of any steam boiler or any steam pressure vessel belonging to or in the charge or control of the Insured or for maintenance for which the Insured is responsible.
9. liability arising directly or indirectly from the supply or erection of second hand and or reconditioned motor parts or motor accessories or motor parts or accessories modified by the Insured.
10. liability directly or indirectly from the supply installation erection repair alteration or treatment of remould rethreaded regrooved vulcanised or recut tyres or tyres which have been manufactured or modified by the Insured
11. liability in respect of loss of information or the provision of wrong information in or from computer programmes tapes or data recording equipment unless as a direct consequence of physical loss of or damage to tangible property
12. liability in respect of Bodily Injury sustained by an Employee and arising out of and in the course of his employment by the Insured
13. liability resulting from the misrepresentation mis-selling collusion or connivance of the Insured or any employee.



14. liability arising out of any contravention of the Animals Act 1985 or subsequent or amending Actor Acts.

## Section Definitions

### 1. Insured Vehicle

The words Insured Vehicle shall mean

- a) any Vehicle owned and registered to the Named Insured or owned by the Named Insured as stock vehicles for re-sale purposes
- b) any Customer's Vehicle in the custody or control of the Insured

in connection with the Business **but excluding**

- i) any Vehicle personally owned by individual directors partners spouses employees family members or members of the Insured's household
- ii) motorcycles mopeds scooters quad bikes and qods
- iii) steam driven Vehicles teleporters and loadalls
- iv) any Vehicle being used for the conveyance of passengers or goods for hire or reward but use
  - a) of Recovery Vehicles licensed and used under the Recovery Vehicle Taxation Class
  - b) under a trade plate for tuition or demonstration purposesis not deemed to be hire or reward
- v) a) any Vehicle hired by the Insured under a hire purchase agreement to any principal or partner or director of the Insured or to an Employee
- b) any Vehicle transporter or Vehicle transporter and trailer capable of carrying more than two Vehicles at any onetime

unless the Vehicle is in the custody or control of the Insured for sale repair testing servicing maintenance alteration or inspection

- vi) any Vehicle conveyed
- vii) any Vehicles used for self-drive hire
- viii) Vehicles hired by the Insured or loaned or hired out by the Insured - including sponsorship cars
- ix) Vehicles with a designed gross vehicle weight of in excess of 10.0 ton unless otherwise specified on the Section Schedule

- x) Vehicles in or on any business premises forecourt compound owned by or in the occupation of the Named Insured
- xi) Vehicles with a value in excess of €130,000 unless otherwise specifically agreed and specified in the Section Schedule.

### 2. Courtesy Vehicle

Insured Vehicle loaned by the Insured or a Director/Partner in the Business to a Customer without the application of a charge for the vehicle.



## Section Cover

The Company will provide insurance subject to the terms of this Section while an Insured Vehicle is:

- a) being driven in a Public Place or during the course of a journey is temporarily garaged or parked in or on any premises not owned by or in the occupation of the Insured or any partner or director or Employee or person named or described in the Schedule or motor certificate schedule
- b) garaged in the private domestic garage or parked at the private residence of the Insured or any person named or described in the motor certificate schedule or parked in a public place (as defined by the Road Traffic Acts) except outside the Business Premises (Address(s) of which is described in the Schedule) where cover will operate only during working hours

In respect of accident injury loss or damage occurring in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands (or in the course of transit or any process of loading and unloading) during the Period of Insurance

### **Authorised Use Warranty**

It is warranted that Vehicles must be authorised and used only for

- a) the Business
- b) where requested by the Insured, social domestic and pleasure purposes by
  - i) the Insured
  - ii) any partner or director of the Insured
  - iii) the spouse of the Insured or of any partner or director of the Insured
  - iv) any Employee
  - v) any other specifically named person.

# Part 1 – Liability to Third Parties

## A. Indemnity to the Insured

- i) The Company will indemnify the Insured against legal liability for damages and claimant's costs and expenses and will pay all costs and expenses incurred with its written consent in respect of
  - a) death of or Bodily Injury to any person
  - b) damage to property as a result of an accident caused by or in connection with
    - i) private cars up to a limit of €30,000,000
    - ii) all other types of motor vehicles up to a limit of €1,300,000

any one claim or number of claims arising out of one cause where such death Injury or damage arises out of an accident caused by or in connection with an Insured Vehicle or the loading or unloading of an Insured Vehicle
- ii) The Company will pay the solicitors fees (incurred with its prior written consent) for
  - a) representation at any coroner's inquest
  - b) representation in any Court of Summary Jurisdiction to defend the Named Insured against civil legal action taken as a result of the accident If they relate to an accident which is referred to in Part 1 A i) above
- iii) The Company will also arrange and pay costs for legal services up to €1300 to defend the Named Insured against legal action for manslaughter or causing death by reckless or dangerous driving if the death in connection with this charge is the subject of cover under this Section

## B. Indemnity to other persons

The Company will in the terms of Part 1 A indemnify

- i) any person permitted to drive in the current Certificate of Motor Insurance issued under this Policy Number to the Insured while driving an Insured Vehicle on the Insured's order or with his permission
- ii) at the request of the Insured any passenger in or getting into or getting out of the Insured Vehicle (but not a driver or person in charge of such vehicle for the purpose of driving)

- iii) the Insured or any director or business partner of the Insured who is driving for social domestic and pleasure purposes any Vehicle other than an Insured Vehicle provided that the Vehicle is not owned by or hired under a hired purchase agreement to such person provided that

- a) any person indemnified shall observe fulfil and be subject to the terms exceptions and conditions of this Section and the Policy in so far as they can apply
- b) indemnity is not provided under any other policy
- c) the Limit of Indemnity shall not be exceeded as a result of indemnifying more than one person

## C. Indemnity to legal personal representatives

In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify such person's legal personal representatives in the terms of and subject to the limitations which applied to such person

## D. Avoidance of certain terms and rights of recovery

If the law of any country in which this Section operates requires the Company to make a payment in relation to a claim which it would not otherwise have been required to make under this policy, the Company reserve the right to recover this amount from the Insured or from the person who incurred the liability

## E. Emergency Treatment Fees

In so far as it concerns occurrences in Great Britain, Northern Ireland, Isle of Man and the Channel Islands the Company will indemnify the Insured and any Driver named or described in the certificate of motor insurance using the Insured Vehicle against liability for emergency treatment payments as required by the Road Traffic Acts in effect during the period of insurance, of the above named jurisdictions.

## F. Fire Brigade and Emergency Services Fees

The Company will indemnify the Insured and any Driver named or described in the certificate of motor insurance using the Insured Vehicle against liability for fire brigade and emergency services call out charges to a limit of €10,000.

## Exclusions to Part 1

The Company shall not be liable for

1. death illness or bodily injury to the driver of any vehicle or a person in charge of any motor vehicle for the purpose of driving, covered by either A or B of Part 1
2. death illness or bodily injury to any person (including any passenger) while in or on any trailer, semi-trailer or caravan covered by this policy, whether coupled to the Insured Vehicle or otherwise.
3. death illness or bodily injury to any passenger not being carried legally or not on a fixed seat in the Insured Vehicle.
4. damage or loss in respect of an Insured Vehicle
5. loss or damage to any trailer or disabled mechanically propelled vehicle, covered by this policy or to any property carried in or on such trailer or disabled mechanically propelled vehicle
6. loss or damage to property if the person claiming to be covered under Part 1 owns or controls or holds in trust or has custody of that property
7. death illness bodily injury or damage to property directly or indirectly caused by or contributed to by or arising from
  - a) wrongful delivery or specification of the load of the Insured vehicle
  - b) seepage contamination or pollution of any kind by the Insured Vehicle or its load
  - c) any defect in the load of the Insured Vehicle or its packaging
  - d) treatment commodities or services provided or supplied at or from the Insured Vehicle
8. death illness bodily injury or damage to property in connection with
  - a) the bringing of any load to the Insured Vehicle for loading thereon or
  - b) the taking away of any load from the Insured Vehicle after unloading therefrom
9. loss or damage to any motor vehicle or damage to any property sustained in or on such vehicle which is covered by Part 1
10. any person under B or C of Part 1 if:
  - a) that person does not follow and comply with the terms, conditions and Endorsements of this Section as far as they apply to that person
  - b) that person is entitled to cover under any other policy
11. death illness bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section except so far as is necessary to meet the requirements of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles
12. loss damage or injury arising in or on the Business Premises including Forecourt and Compound or any other premises owned by or in the occupation of the Named Insured



## Part 2 – Loss or Damage

1. The Company will indemnify the Named Insured and any Subcontractor of the Named Insured against
  - a) loss of or damage to an Insured Vehicle and its accessories and spare parts thereon subject to the Limits of Payments as described in Provisions to Part 2

Provided always that

- i) an Insured Vehicle whilst with any subcontractor of the Insured is temporarily in their custody or control
- ii) The Company may at its own option repair, reinstate or replace an Insured Vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the loss or damage
- iii) if to the knowledge of the Company an Insured Vehicle is the subject of a hire purchase agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage
- iv) the Insured may have reasonable repairs commenced to an Insured Vehicle without prior notice to the Company provided that the Company is immediately supplied with a detailed estimate and a fully completed Accident Report Form

## Provisions to Part 2

### Limits of Payment

- a) the maximum amount payable by the Company for any claim for loss of or damage to an Insured vehicle and its accessories and spare parts is
  - i) the **trade market value** of an Insured vehicle owned by the named Insured or in his custody or control other than for the purpose of service repair inspection alteration or overhaul up to a limit of €130,000
  - ii) the **retail market value** of an Insured vehicle not owned by the Insured but in his custody or control for the purposes of repair service inspection alteration or overhaul up to a limit of €130,000
- b) reasonable costs of the protection and removal of an Insured Vehicle to the nearest repairer following loss or damage to an Insured Vehicle covered under Part 2, up to a maximum of €450.00
- c) delivery of an Insured Vehicle to the Insured after repair of such loss or damage but not exceeding the reasonable cost of transport to the premises of the Insured as stated in this policy
- d) If any spare part is lost or damaged and the Company cannot get a replacement from stock in the Republic of Ireland the Company will pay the cost of this part as shown in the last Price List issued by the manufacturer for use in the Republic of Ireland
- e) The Company will not pay for that part of the cost of any repair or replacement that improves the Insured Vehicle beyond its condition before the loss or damage occurred.
- f) The Company will pay up to €400.00 per incident if any permanently fixed item of radio or audiovisual equipment is damaged or stolen from the Insured Vehicle whilst the Insured vehicle was not on the Business Premises forecourt or compound owned or occupied by the Insured or any employee.
- g) Where the Insured Vehicle keys are stolen from the Business Premises or the private dwelling house of a specified driver and the theft was accompanied by violent or forcible entry the Company will pay up to a limit of €2500 per incident for replacing vehicle door lock(s), the ignition steering transmitter and central locking interface

## Exceptions to Part 2

The Company shall not be liable for

1. loss of use depreciation wear and tear or mechanical or electrical breakdowns failures or breakage's
2. damage to tyres by application of brakes or by road puncture cuts or bursts
3. damage caused by defective workmanship or by work being done on the Vehicle by the Named Insured or by any person acting on his behalf
4. loss or damage to an Insured Vehicle with a value in excess of €130,000 unless this limit has been increased by agreement and specified in the Section Schedule.
5. loss or damage occasioned by theft or attempted theft or any malicious act expedited or in any way brought about by any Employee or partner or director or member of the Named Insured's family or any other person insured under this policy
6. loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
7. loss of or damage to telephones or mobile phones and their component parts or ancillary equipment
8. loss of any Insured Vehicle by deception or any fraudulent act trick or false pretence by a purported purchaser or his agent
9. any diminution or market value of the Insured Vehicle under any circumstances
10. loss, theft or larceny of an Insured Vehicle or damage caused by attempted theft or larceny where reasonable steps were not taken to secure the Insured Vehicle or where the vehicle was not locked and/or the vehicle keys were in the ignition or stored in the vehicle
11. loss or damage to property being carried in or on the Insured Vehicle or any trailer or disabled mechanically propelled vehicle
12. loss of or damage to an Insured Vehicle whilst it was on or at the Business Premises or other premises in the occupation of the Named Insured including the forecourt and compound and any other area where the Named Insured stores /keeps vehicles for the purpose of the Business
13. Any Deductible as shown in the Section Schedule and (where applicable) the Excess shown below  
The **additional Excess** is based on the experience of the driver in charge of the Insured Vehicle at the time of the loss or damage

### Age Experience

Provisional Licence Holder aged between 17- 20 Yrs

### Additional Excess Amount

€ 500.00

Provisional Licence Holder aged between 21- 24 Yrs

€ 350.00

Provisional Licence holder aged 25 Yrs and over

€ 250.00





## Part 3 – No Claims Discount

If no claim is made or arises under this Section during the Period of Insurance and there has been no transfer of interest, the Company will reduce the next renewal premium by a No Claim Discount based on our 6 year scale.

If a claim is made or arises under this policy, any No Claim Discount previously earned will be reduced at the next renewal as shown below:

- 6 Yrs NCD earned - reduced to 4 Yrs NCD
- 5 Yrs NCD earned - reduced to 3 Yrs NCD
- 4 Yrs NCD earned - reduced to 2 Yrs NCD
- 3 Yrs NCD earned - reduced to 1 Yrs NCD
- 2 Yrs NCD earned - reduced to 0 Yrs NCD
- 1 Yr NCD earned - reduced to 0 Yr NCD

If a claim is made or arises late in the expiring policy period and after the Renewal Terms have been issued, the Company may take one of the following two options:

- 1. Revised Renewal - Late Notification of Claim**  
If any claim is made or arises in the expiring Period of Insurance and had been disregarded in the calculation of the No Claim Discount shown in the Renewal Terms for this Section, the Company may at its option recall the original Renewal Terms for this Section issued and replace it with Revised Renewal Terms reflecting the correct No Claim Discount entitlement

The additional premium due will become immediately payable on renewal of the policy

- 2. Deferment Clause**  
If any claim in the expiring Period of Insurance has been disregarded in calculation of the No Claim Discount shown in the Renewal Terms for this Section, the Company may at its option treat such claim as having arisen during the Period of Insurance shown in the Renewal Terms

**The Insured's entitlement to no claim discount cannot be transferred to any other person**

## Part 4 – Using the Insured Vehicle Abroad

### **European Union Cover**

We provide the **minimum** cover necessary to comply with the laws of any state that is a member of the European Union whilst the Insured Vehicle is being used in that country. If the minimum cover in the Republic of Ireland is greater than the minimum required in the Member State in which the Insured Vehicle is being used, the higher level of cover shall apply

We also provide the **minimum** legal cover necessary to use the motor vehicle in any other country where arrangements have been made or are made during the validity of this policy to follow European Union Directives on insurance of civil liabilities arising from motor vehicles which have been or will be approved by the Council of the European Union

Please take your Certificate of Motor Insurance with you as evidence that your policy meets the minimum European Union requirements

**However, this does not mean that full policy cover applies in these countries**

**Full policy cover will not be operative unless you obtain a Territorial Extension for visits beyond the Republic of Ireland and the territorial limits as specified in this policy**

## Part 5 – Personal Effects of Customers

Payment will be made direct to such customer who shall comply as far as possible with the terms provisions exceptions and conditions and any Endorsements of this Section and whose receipt shall be a full and final discharge in respect of such customers loss or damage

The Company will indemnify any customer of the Insured in respect of loss of or damage by fire theft or accidental means to personal effects belonging to him in his own Vehicle while such Vehicle is in the custody or control of the Insured or any other person specified in the current Certificate of Motor Insurance as entitled to drive

Provided that

- a) the total liability of the Company shall be limited to €635 in respect of any one occurrence
- b) the Company shall not be liable under this part for any loss or damage occurring while the Vehicle is in or on any premises owned or in the occupation of the Insured or any partner director Employee or person specified in the current Certificate of Motor Insurance or garaged in the Private domestic garage or parked at the private residence of the Insured or any person named in the Certificate of Motor Insurance.
- c) the Company shall not be liable under this part in respect of any direct or indirect loss of or damage to money or equivalent (these include coins and bank notes used as legal tender, cheques drafts, postal and money orders prize bonds travellers cheques saving stamps and certificates gift tokens, luncheon vouchers, phone cards and travel tickets credit,debit charge cards, cheque or cash dispenser cards, stamps tickets, documents, securities and share certificates) or goods or samples carried in connection with any trade or business
- d) the Company shall not be liable under this part for any loss or damage of property stored any wherein the vehicle other than a locked boot or glove compartment
- e) the property lost or damaged is not otherwise insured
- f) adequate precautions for the safety of the property lost or damaged had been taken
- g) the property is not lost or damaged whilst the Vehicle is parked overnight
- h) the Company shall not be liable for theft of personal effects unless the theft was accompanied by violent and forcible entry to the Insured Vehicle and the Insured Vehicle was locked
- i) the Company shall not be liable for loss of or damage to radio, audio/visual equipment and mobile phones their components parts or ancillary equipment



## Part 6 – Contingent Liability

The Company will indemnify the Insured and no other person in the terms of Part 1 in connection with

- a) any Vehicle being used in the course of the Business provided such Vehicle is not the property of nor in the custody or control of the Insured
- b) an Insured Vehicle whilst in the custody or control of a sub contractor to the Insured
- c) an Insured Vehicle whilst
  - i) lent by the Insured to a customer
  - ii) hired by the Insured to a customer whilst the customers Vehicle is in the Insured's custody or control for repair testing servicing maintenance alteration or inspection

Provided that

- i) indemnity is not available under any other policy
- ii) the Company shall not be liable to pay any sum for causing or permitting a vehicle to be used without an insurance complying with the Road Traffic Acts
- iii) Section Exclusions 1 and 2 c) i) and ii) shall not apply to a) and b) of this Part.

## Part 7 – Unauthorised Use

The insurance by this Section shall apply whilst any Insured Vehicle is being driven or used without the knowledge or consent of an authorised official of the Insured but the Company shall not be liable to indemnify the person driving or using the Vehicle

For the purpose of this Part Section Exclusion 1 and 2 c) i) and ii) of this Section shall not apply



## Part 8 – Unauthorised Movement

Any obstructing Vehicle driven or moved by or on behalf of the Insured shall be deemed to be an Insured Vehicle

For the purpose of this clause an obstructing Vehicle shall be regarded as being any Vehicle interfering with the loading or unloading or the legitimate passage of any Insured Vehicle



## Part 9 – Compensation for Court Attendance

The Company will compensate the Insured in the event of the Insured or any partner or director of the Insured or any Employee attending court as a witness at the request of the Company in connection with a claim in respect of which the Named Insured is entitled to indemnity under this Section

Provided the maximum compensation payable by the Company shall not exceed:

- a) by the Insured                      €500 per day
- b) by any partner or  
director of the Insured              €500 per day
- c) by any other Employee            €200 per day

## Part 10 – Accompanied Demonstration (Third Party only Cover)

Part 1 of this Policy Section shall be operative while an Insured Vehicle is being driven for the purpose of demonstration during normal business hours with your permission by any person

Provided that such person

- a) is not in the Insured's employment, spouse, common law partner/spouse, director, business partner or member of the Insured's family.
- b) is accompanied at all times by the Insured or an authorised employee of the Insured
- d) the person driving is not entitled to indemnity under any other insurance
- e) the person driving shall as though they were Insured observe and be subject to the terms provisions exceptions and conditions of this section insofar as they can apply
- f) the person driving holds or has held a licence to drive such vehicle and is not disqualified from holding or obtaining such a licence
- g) the person driving has been given the vehicle keys and permission to drive by the Insured or an authorised Employee of the Insured

## Part 11 – Windscreen Cover

Where Part 2 of this Policy Section is operative in respect of accidental loss or damage, the Company will pay the cost of replacement following accidental breakage of the windscreen or any window of an Insured Vehicle covered under the policy and for any scratching of body work resulting solely and directly from such breakage

Provided that:

- a) no other damage is sustained
- b) the company shall not be liable for more than €400 in respect of any one breakage and a total of €800 in any one policy period.

The No Claims Discount applicable to the policy will not be affected provided the indemnity limits described in b) above are not exceeded.

## Section Conditions

1. The Insured or the legal representatives of the Insured must inform the Company immediately in writing about any accident, injury or damage and send us any letter, claim, writ summons or other information about the accident or claim as soon as he receives same

The Insured must forward to us the following documentation in addition to any other documentation that we may require

- i) fully completed Accident Report Form
- ii) the current Driving Licence of the person(s) involved in the accident
- iii) the Vehicle Licensing Certificate for the Insured Vehicle
- iv) bill of sale or proof of purchase receipt, whichever is relevant
- v) copy of Form RF2

Failure to comply with the Company's request for all relevant documentation could invalidate the cover provided by this policy and may result in the Company issuing a cancellation notice or withdrawing the offer of renewal of the policy

2. If at the time any claim arises under this Section there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such claim
3. The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient and roadworthy condition an Insured Vehicle. The Company shall have at all time free access to examine an Insured Vehicle
4. The Insured will undertake to lock all Vehicles which are held in the open at all times and take all reasonable steps to prevent loss or damage to the Vehicle(s). All Vehicle keys/cards must be removed from the Vehicles and stored at all times in a self-closing key cabinet
5. This Section shall only cover damages adjudged against a person insured hereunder and claimant's costs and expenses recoverable from such person subject to the original action or suit for such damages being brought in and finally adjudicated in any country which is a member of the European Union or 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 the European Union Directive on insurance of civil liabilities arising from the use of an Insured Vehicle

6. The liability of the Company will be restricted to provide only the minimum insurance cover as required by law, if ;
  - i) as a result of any accident injury loss or damage any person driving is convicted of an offence under Section 49 and/or 50 of the Road Traffic Act 1961 or 13, 14 and 15 of the Road Traffic Act 1973 or any equivalent offence under the laws of other countries to which this policy applies
  - ii) in respect of a pending prosecution, any decision in relation to the cover provided by this section would be determined when the pending prosecution has been fully determined
7. Any references to Road Traffic Acts or other Acts of the Oireachtas in this section include any Act that changes or replaces them. It also includes similar laws in England, Wales, Scotland Northern Ireland, Isle of Man, Channel Islands and any other country to which this policy applies
8. Nothing in this section shall affect the right of any person to recover an amount under or by virtue of the provisions of the law of any territory in which the section operates relating to the insurance of liability to Third Parties but the Insured shall repay to the Company any amount which the Company would not have been liable to pay but for the provisions of such law.

## Section Exclusions

The Company shall not be liable in respect of any accident injury or damage occurring while an Insured Vehicle in connection with which indemnity is being provided by this Section is being

1. used otherwise than in accordance with the Limitations as to Use specified in the effective Certificate of Motor Insurance
2. driven by any person
  - a) who does not hold a licence to drive such Insured Vehicles unless such person has held and is not disqualified for holding or obtaining such a licence
  - b) who holds a Provisional Driving Licence unless such person observes the prescribed licence conditions attached to the driving of such Insured Vehicle
  - c) other than as described as a person entitled to drive in the Certificate of Motor Insurance except that
    - i) exclusions 1 and 2 a) shall be inoperative if the Insured Vehicle was stolen or taken without the permission of the Named Insured
    - ii) exclusions 2 a) and 2 b) shall be inoperative when a licence to drive is not required by law
3. any vehicle engaged in racing pace making reliability trials (other than road safety rallies or treasure hunts) or speed testing or rallying
4. any vehicle being used for the conveyance of passengers for hire or reward but this shall not apply to use
  - a) for tuition purpose
  - b) of recovery vehicles in the circumstances allowed under the Recovery Vehicle Taxation Class
5. any liability which attaches by virtue on an agreement but which would not have attached in the absence of such agreement
6. any accident injury loss or damage (except under Part 1) arising during (unless it be proved by the Insured that the accident injury loss or damage was not occasioned) thereby or in consequence of riot or civil commotion occurring elsewhere than in Republic Of Ireland Great Britain Northern Ireland the Isle Of Man or the Channel Islands
7. a) any damage to aircraft or articles therein or death of or Bodily Injury to persons inside boarding or alighting therefrom caused by any
  - b) any consequential loss in connection with any aircraft or airport operation arising out of the presence of any Insured Vehicle in any area to which aircraft has access
8. loss damage death or Bodily Injury caused or sustained while any Insured Vehicle is
  - a) in on or about premises including forecourt and compound owned by or in the occupation of the Insured in connection with the business
  - b) being used otherwise than in accordance with Authorised Use Warranty
9. any damage loss or liability arising out of the use and/or operation as a tool of the Vehicle or of plant forming part of the Vehicle except so far as necessary to meet the requirements of the Road Traffic
10. any loss damage or liability caused by or brought about during any act of repossession or recovery of an Insured Vehicle
11. any damage loss or liability caused by or arising out of the use of steam cleaning equipment
12. any loss or damage of an Insured Vehicle where the Insured Vehicle was left unlocked and/or Vehicle keys were stored in the vehicle and/or there was no violent or forcible entry to the Insured vehicle
13. any loss or damage or liability in respect of any Vehicle listed as excluded Vehicles in i) to xi) in Part 1. Insured Vehicle, in the Section Definitions except as necessary to meet the requirements of the Road Traffic Acts or unless specifically mentioned as insured in the Section with the relevant Endorsement noted in the Section Schedule

Insured Vehicle under this section



**Travelers Insurance Designated Activity Company**

Travelers Insurance DAC is regulated and authorised by the Central Bank of Ireland.

Registered Office: Third Floor, Block 8, Harcourt Centre, Charlotte Way, Dublin 2, Ireland.

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