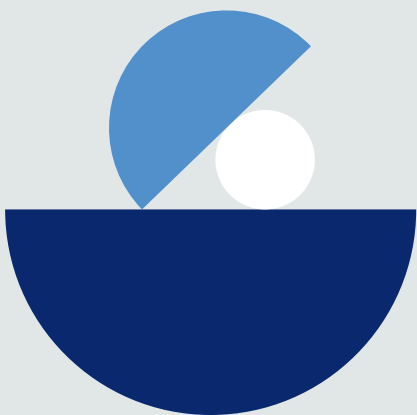




# Commercial Property 'All Risks' Insurance

Policy Document



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# The Contract of Insurance

## **Commercial Property 'All Risks' Insurance Policy**

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

Other than where expressly provided in this Policy, compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy.

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions. We would draw your attention specifically to the General Exclusions section of the Policy; the exclusions set out in each section of the Policy; and the Retention clause of the Material Damage section of the Policy.

The Insurer has agreed to provide Policy cover, and has calculated the applicable premium, based on information provided by or on behalf of the Insured including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by the Insurer;
- information provided and recorded in any Statement of Facts issued to the Insured;
- any declarations made by or on behalf of the Insured; and/or
- any additional information voluntarily provided.

## General Definitions

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

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

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

The words “**Continuing Restrictive Condition**” shall mean any condition in this Policy, however expressed, that purports to require the Insured to do, or not to do, a particular act or acts, or requires the Insured to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

## General Conditions

### 1. Interpretation

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

### 2. Duty to Comply with Policy Conditions

The Insured must comply with the terms, limitations, exclusions, conditions and endorsements of this Policy so far as they relate to anything to be done or complied with by the Insured, to include the Insured cooperating with the Insurer in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Other than where expressly provided in this Policy, compliance by the Insured with the terms, limitations, exclusions, conditions and endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.

Breach of any period specified in a term or condition of this Policy for notification to the Insurer of a claim, or circumstance that may give rise to a claim, or any other matter referenced in the General Claims Conditions section of this Policy, will entitle the Insurer to refuse payment of a claim where the Insurer has been prejudiced by the breach in question.

### 3. (1) Pre-Contractual Representations

The Insured acknowledges and accepts the following:

- (a) the Insured has a legal duty prior to entering into the Policy and/or prior to the renewal of the Policy to provide responses to questions asked by the Insurer in relation to the risk(s) to be insured.
- (b) a matter about which the Insurer asks a specific question is material to the risk undertaken by the Insurer or the calculation of the premium by the Insurer, or both.
- (c) the Insured has a legal duty to answer all questions asked by the Insurer honestly and with reasonable care.
- (d) while the Insurer acknowledges that the Insured has no legal duty of voluntary disclosure, the Insured shall ensure that information which is voluntarily provided by or on behalf of the Insured is provided honestly and with reasonable care.

### (2) Remedies for Misrepresentation

- (a) The term “negligent misrepresentation” means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by or on behalf of an Insured involves a negligent misrepresentation, the remedy available to the Insurer shall reflect what the Insurer would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - (i) if the Insurer would not have entered into the Policy on any terms, the Insurer may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - (ii) if the Insurer would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if the Insurer so requires;

- (iii) if the Insurer would have entered into the Policy, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the relevant claim.
- (b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, the Insurer may either:
  - (i) give notice to the Insured that in the event of a claim it will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
  - (ii) terminate the Policy by giving reasonable notice.
- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by the Insured involves a fraudulent misrepresentation, or where any conduct by the Insured (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, the Insurer shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

#### **4. Alteration of Risk**

The Insured must tell the Insurer immediately of any changes to the following provided by the Insured to the Insurer prior to the commencement or renewal of this Policy:

- (a) the information provided in any Proposal Form or otherwise in response to specific questions asked by the Insurer;
- (b) the information provided and recorded in any Statement of Fact issued to the Insured;
- (c) the declarations made by or on behalf of the Insured; and/or
- (d) any additional information voluntarily provided.

When the Insured notifies the Insurer about a change as above, or if the Insured otherwise becomes aware of any such change, as referenced above, the Insurer may reassess the premium chargeable and Policy cover more generally.

The Insurer may refuse a claim made by the Insured where there has been a change in the subject matter of the Policy which results in a new risk which the Insurer did not agree to cover and which was beyond the reasonable contemplation of the Insurer and the Insured when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

#### **5. Reinstatement By The Insurer**

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

#### **6. Subrogation**

For the purposes of this clause only, the expression "Insured Person" shall mean the Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy.

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

This clause applies where the Insurer has the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, the Insurer does not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, the Insurer may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, the Insurer will not exercise its right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

## 7. Precautions By The Insured

The Insured shall

- (a) Take all reasonable precautions for the safety of the property insured.
- (b) At all times exercise reasonable care in ensuring that the premises, ways, plant and machinery are maintained in a satisfactory state of repair and fit for the purpose for which they are used and that all reasonable safeguards against accident are provided and used.
- (c) Take all reasonable precautions to prevent loss, destruction, damage.
- (d) Comply with all statutory requirements or other obligations and regulations imposed by any Authority.
- (e) On the discovery of any defect in the premises, ways, plant and/or machinery cause such additional precaution to be taken as the circumstances may require until such defect has been remedied.

## 8. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- (a) the Insured breaches any such term; and
- (b) during the period of breach the Insured suffers a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by the Insured, the Insurer will have no liability for the loss.

## 9. Cancellation

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

## 10. Premium Adjustment

If any part of the premium is calculated on estimates furnished by the Insured, the Insured shall

- (a) Keep an accurate record containing all particulars relative thereto.
- (b) If requested allow the Insurer to inspect such records.

## 11. Instalment Premium Clause

Where the Insurer agrees to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

## 12. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

## 13. Currency

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

## 14. Insurance Act 1936

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

# General Claims Conditions

## 1. Action By The Insured

- A. In the event of **Damage** the Insured shall:
  - (a) notify the Insurer immediately
  - (b) notify the Police Authority immediately it becomes evident that any **Damage** has been caused by Malicious Persons
  - (c) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage**

- (d) deliver to the Insurer at the Insured's expense
  - (i) full information in writing of the property lost destroyed or damaged and of the amount of **Damage**
  - (ii) details of any other insurances on any property hereby insured  
within 30 days after such **Damage** (7 days in the case of **Damage** caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may allow
  - (iii) all such proofs and information relating to the claim as may reasonably be required, and
  - (iv) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- B. In the event of any **Damage** which may consequently give rise to a claim under the Business Interruption section of this policy the Insured shall:
  - (a) notify the Insurer immediately
  - (b) deliver to the Insurer at the Insured's expense within 7 days of its happening full details of **Damage** caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons
  - (c) with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss.
- C. In the event of a claim being made under the Business Interruption section of this policy the Insured at his own expense shall:
  - (a) not later than 30 days after the expiry of the Indemnity Period or within such further time as the Insurer may allow, deliver to the Insurer in writing particulars of his claim together with details of all other insurances covering property used by the Insured at the Premises for the purpose of the Business or any part of it or any resulting **Consequential Loss**, and
  - (b) deliver to the Insurer such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Insurer for the purpose of investigating or verifying the claim together with, if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.

## 2. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and the Insured either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (**Fraudulent Claim**) the Insurer shall be entitled to:

- (a) refuse to pay the claim; and
- (b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the **Fraudulent Claim** was submitted.

In such circumstances of termination the Insurer shall refuse all liability to the Insured under the Policy in respect of any claim made after the date of submission of the **Fraudulent Claim** (but not in respect of any claim(s) made before submission of the **Fraudulent Claim**) and the Insurer need not return any of the premiums paid under the Policy.

## 3. Insurer's Rights Following A Claim

On the happening of **Damage** in respect of which a claim is made the Insurer and any person authorised by the Insurer may without thereby incurring any liability or diminishing any of the Insurer's rights under this policy, enter take or keep possession of the premises where such **Damage** has occurred and take possession of or require to be delivered to the Insurer any property insured and deal with such property for all reasonable purposes and in any reasonable manner.

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

## 4. Contribution and Average

If at the time of any **Damage** there is any other insurance effected by or on behalf of the Insured covering any of the property lost destroyed or damaged the liability of the Insurer hereunder shall be limited to its rateable proportion of such **Damage**.

If any such other insurance shall be subject to any average (underinsurance) condition this policy if not already subject to any such condition of average shall be subject to average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy either in whole or in part or from contributing rateably the liability of the Insurer under this policy shall be limited to that proportion of the **Damage** which the sum insured under this policy bears to the value of the property.

### 5. Arbitration

If any difference shall arise under this Policy such difference shall be referred to an arbitrator to be appointed by the parties in accordance with applicable statutory provisions for the time being in force. 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 Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

### 6. Death of The Insured

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

## General Exclusions

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

2. This Policy shall be avoided if the business is wound up or carried on by a liquidator or receiver or permanently discontinued.

### 3. Terrorism Exclusion Clause

This policy does not cover:

- (a) **Damage** or **Consequential Loss** in the United Kingdom of Great Britain and Northern Ireland other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of **Terrorism**.
- (b) **Damage** or **Consequential Loss** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
  - (i) riot, civil commotion and (except in respect of **Damage** by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons
  - (ii) **Terrorism**

For the purposes of this policy **Terrorism** shall mean any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence.

In any action suit or other proceedings where the Insurer alleged that by reason of this definition any **Damage** or **Consequential Loss** is not covered by this Policy the burden of proving that such **Damage** or **Consequential Loss** is covered shall be upon the Insured.

### 4. Date Recognition Exclusion

This Policy does not cover

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

- (1) to correctly recognise any date as its true calendar date
- (2) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date



- (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

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

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

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

## Material Damage Section

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

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

### Exclusions

This Section does not cover

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

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

2. **Damage** caused by or consisting of:
  - 2.1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - 2.2 change in temperature colour flavour texture or finish
  - 2.3 theft or attempted theft

**Damage** consisting of:

- 2.4 joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
- 2.5 mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

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

3. **Damage** caused by pollution or contamination but this shall not exclude **Damage** to the Property Insured, not otherwise excluded, caused by
  - (a) pollution or contamination which itself results from a **Defined Peril**
  - (b) a **Defined Peril** which itself results from pollution or contamination
4. **Damage** caused by or consisting of:
  - 4.1 subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - 4.2 normal settlement or bedding down of new structures
  - 4.3 acts of fraud or dishonesty
  - 4.4 disappearance, unexplained or inventory shortage, misfiling or misplacing of information
5. **Damage** to a building or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded
6. **Damage** in respect of moveable property in the open, fences and gates caused by wind rain hail sleet snow flood or dust
7. **Damage**
  - 7.1 caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - 7.2 (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
8. **Damage**
  - 8.1 caused by freezing
  - 8.2 caused by escape of water from any tank apparatus or pipe
  - 8.3 caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation

in respect of any building which is empty or not in use
9. **Damage** in respect of
  - 9.1 jewellery precious stones precious metals bullion furs curiosities works of art or rare books
  - 9.2 property in transit
  - 9.3 fixed glass
  - 9.4 glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
  - 9.5 computers or data processing equipment
  - 9.6 money cheques stamps bonds credit cards or securities of any description

other than such **Damage** caused by a **Defined Peril** in so far as it is not otherwise excluded
10.
  - 10.1 vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - 10.2 property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
  - 10.3 land roads pavements piers jetties bridges culverts or excavations
  - 10.4 livestock growing crops or trees

unless specifically mentioned as insured by this policy
11. Property which at the time of the happening of **Damage** is insured by or would but for the existence of this Section be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
12. Any property more specifically insured by or on behalf of the Insured
13. **Consequential Loss** of any kind or description except loss of rent when such loss is included in the cover under this Section

## General Provisions applicable to this Section

### Explosion

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

### Definitions

#### (A) Buildings

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

#### (B) Plant, Machinery, Fixtures and Fittings

Machinery, Plant and All Other Contents in or on the described premises and in the open adjoining the property of the Insured or held by them in trust for which they are responsible excluding property described under (A) Buildings, (C) Stock and property more specifically insured.

It is agreed that the term "All Other Contents" is understood to include:

- (a) tenants' improvements alterations and decorations
- (b) so far as they are not otherwise insured, employees' directors' and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding €650 in respect of any one person
- (c) contents of outbuildings
- (d) contents in the open yards

The term "All Other Contents" excludes

- (a) landlord's fixtures and fittings
- (b) stock and materials in trade
- (c) money and stamps (including National Insurance stamps) exceeding €650 in total
- (d) documents manuscripts and business books except for the cost of the materials and of clerical labour expended in reproducing such records
- (e) computer systems records except for an amount not exceeding €1,275 in respect of the cost of the materials and of clerical labour and computer time expended in reproducing such records
- (f) any expense in connection with the production of information to be recorded in documents manuscripts business books or computer systems records
- (g) any amount exceeding €1,275 in respect of any one pattern model mould plan or design or set of same
- (h) vehicles licensed for road use including accessories thereon

#### (C) Stock/Work In Progress

Stock and Materials in Trade in or at the described premises and in the open adjoining, the property of the Insured or held by them in trust for which they are responsible.

#### (D) Rent

The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its **Damage** and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

#### (E) Fire Brigade Charges

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

#### (F) Stock Debris Removal

"Stock Debris Removal Costs" applies only in respect of costs and expenses necessarily incurred by the Insured with the consent of the Insurers in removing debris of the portion or portions of the Property Insured by the said item **Damaged** by any cause not herein excluded.

The Insurers will not pay for any costs or expenses:

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

#### **(G) Tenants' Improvements**

The Insurer agrees to indemnify the insured in respect of **Damage** to tenants' improvements and decorations for which the insured is responsible at the premises situate as described in the Schedule.

#### **(H) Leasehold Interest**

The premium necessarily incurred in purchasing a lease similar to and in respect of substantially similar accommodation as that held by the insured in respect of the building situate as stated in the Schedule for an amount not exceeding the sum insured.

The insurance by this section applies only if the lease of the above described building is terminated by reason of the premises being rendered uninhabitable following **Damage**

The amount payable hereunder shall be limited to the premium necessarily incurred in purchasing a lease as defined above but only for a period equal to the unexpired term of the insured's existing lease of the above described building at the time of the said **Damage**

#### **(I) Miscellaneous Items**

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

### **Clauses applicable to Material Damage Section**

#### **Clause 1 – Average**

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

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

#### **Clause 2 – Additional Interest**

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

#### **Clause 3 – Adjoining Buildings**

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

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

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

#### **Clause 5 – Automatic Cover**

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

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

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

#### **Clause 6 – Change of Temperature**

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

#### **Clause 7 – Clearing Drains**

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

#### **Clause 8 – Contract Price**

It is hereby declared and agreed that in respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of sale, the Sale Contract is cancelled, by reason of any **Damage** not otherwise excluded, either wholly or to the extent of the loss or damage, the liability of the Insurer shall be based on the Contract Price, and for the purpose of Average the value of all goods to which this clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

#### **Clause 9 – Customers Goods**

In so far as such property is not otherwise insured the insurance on stock extends to cover goods of the Customers of the Insured for which the Insured have made themselves responsible even though such goods shall have been bought and paid for.

#### **Clause 10 – Electrical**

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

#### **Clause 11 – Fire Extinguishing Appliances**

It is a condition that fire extinguishing appliances will be maintained in efficient working order during the currency of this policy.

#### **Clause 12 – Internal Transfers**

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

#### **Clause 13 – Fire Break Doors and Shutters**

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

#### **Clause 14 – Mortgagees**

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

#### **Clause 15 – Motor Vehicles**

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

#### **Clause 16 – Notice (Unoccupied Buildings)**

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

#### **Clause 17 – Non-Invalidation Clause**

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

#### **Clause 18 – Property Located in the Open and/or Underground**

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

#### **Clause 19 – Private Dwelling House**

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

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

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

#### **Clause 20 – Public Authorities**

Unless stated to the contrary the insurance by this Section relating to “Buildings” and “Machinery/Plant, Fixtures and Fittings” extends to include such additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or with Bye-Laws of any Municipal or Local Authority provided that:

1. The amount recoverable under this extension shall not include:
  - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws:
    - (i) in respect of **Damage** occurring prior to the granting of this extension
    - (ii) in respect of **Damage** not insured by this Policy
    - (iii) under which notice has been served upon the Insured prior to the happening of the **Damage**
    - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property **Damaged**
  - (b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
  - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the **Damage** or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this extension not being thereby increased.
3. If the liability of the Insurers under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurers under this extension in respect of any such item shall be reduced in like proportion.
4. The total amount recoverable under any item of this Section shall not exceed the sum insured thereby.
5. All the conditions of this Section except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

#### **Clause 21 – Reinstatement of the Amount of any Loss**

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

#### **Clause 22 – Removal of Debris**

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

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

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

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

The Insurers will not pay for any costs or expenses:

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

#### **Clause 23 – Re-Erection of Plant, Machinery, Fixtures and Fittings**

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

#### **Clause 24 – Reinstatement**

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

For the purposes of the insurance under this clause “reinstatement” shall mean: the carrying out of the following work, namely:

- (a) Where property is destroyed, the rebuilding of the property, if a Building, or in the case of other property, its replacement by similar property, in either case in a condition equal to but not better or more extensive than its condition when new.
- (b) Where property is **Damaged**, the repair of the **Damage** and the restoration of the **Damaged** portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

#### **Special Provisions**

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

If at the time of reinstatement the sum representing eighty-five per cent of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any **Damage** to such property by any cause not herein excluded, then the Insured shall be considered as being their own insurers for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.

- (5) No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made if at the time of any **Damage** to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the Insured which is not upon the identical basis of reinstatement set forth herein.
- (6) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated therein the rights and liabilities of the Insurer and the Insured in respect of the **Damage** shall be subject to the terms and conditions of the Policy including any Condition of Average therein, as if this clause had not been incorporated therein.

#### **Clause 25 – Subrogation Waiver**

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

- (a) Any company which is a holding company to the Insured, or subsidiary of the Insured, within the meaning of sections 7 and 8 of the Companies Act 2014.
- (b) Any company which is a subsidiary of a holding company where that holding company is also the holding company of the Insured within the meaning of sections 7 and 8 of the Companies Act 2014.

#### **Clause 26 – Spontaneous Combustion**

Notwithstanding anything contained to the contrary in the printed Conditions of this Policy it is hereby declared and agreed that the insurance by this Section extends to cover destruction or damage by fire only of or to coal, coke and wood caused by its own spontaneous fermentation heating or combustion.

#### **Clause 27 – Temporary Removal (General)**

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

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

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

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

#### **Clause 28 – Tenancy**

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

#### **Clause 29 – Workmen**

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

#### **Clause 30 – Purchasers Interest**

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

#### **Clause 31 – Sprinklers**

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

- (i) undertakes a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valves controlling the individual Water Supplies and the Installation are fully open
- (ii) undertakes quarterly or half-yearly tests, if required by the Insurer to do so, for the purpose of ascertaining that each Water Supply is in order, and record the particulars of each test
- (iii) undertakes a test every weekday (holidays excepted) of
  - (a) the Brigade connection
  - (b) the circuit between the alarm switch and the control unit and
  - (c) the batteries, in respect of each approved system for the transmission of alarm signals from sprinkler installations to a Fire Brigade;
- (iv) remedies promptly any defect by such tests and maintain the installation in efficient working order during the currency of this Section.

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

- (v) In the event of any discharge or leakage from the said installation(s), the Insured shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the property insured.
- (vi) When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed written notice thereof is to be given to the Insurers and their agreement obtained in writing.



- (vii) The Insurers shall have access to the premises at all reasonable times for purposes of inspection of the automatic sprinkler installation(s) and if the Insurers notify the Insured of defects in the construction or condition of the installation(s) requiring alteration or repairs the Insurers may also at their option by notice in writing suspend the insurance under this extension until such alterations or repairs be made and approved by the Insurers.

#### **Clause 32 – Designation**

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

#### **Clause 33 – Construction of Buildings**

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

#### **Clause 34 – Retention**

Where, in the context of **Damage** to real property only, the Insurer pays the costs of repair or reinstatement as above, the Insurer may:

- (a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- (b) pay the balance (otherwise known as the "retained amount") to the Insured on completion of the work and on receipt of appropriate documentation validating the costs incurred by the Insured for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- (i) 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- (ii) 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

#### **Clause 35 – Trace and Access**

It is agreed that in the event of **Damage** resulting from Escape of Water or Fuel Oil if insured hereby, this insurance includes the costs necessarily and reasonably incurred with the consent of the Insurer in:

- (a) locating the source of such **Damage**
- (b) the subsequent making good of **Damage** caused as a consequence thereof

provided that the Insurer's liability any one occurrence shall not exceed €25,000 or 10% of the sum insured by this Policy, whichever is the lesser.

## **Business Interruption Section**

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

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

provided that

1. at the time of the happening of the **Damage** there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such **Damage** and that
  - (i) payment shall have been made or liability admitted therefor, or
  - (ii) payment would have been made or liability admitted therefor but for the operation of a proviso in such insurance excluding liability for losses below a specified amount.
2. the liability of the Insurer under this Section shall not exceed
  - (i) in the whole the total sum insured or in respect of any item its sum insured at the time of the **Damage**
  - (ii) the sum insured remaining after deduction for any other interruption or interference consequent upon **Damage** occurring during the same period of insurance, unless the Insurer shall have agreed to reinstate any such sum insured.

## Exclusions

This Section does not cover

- 1 **Consequential Loss** caused by or consisting of
  - 1.1 inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
  - 1.2 faulty or defective workmanship, operational error or omission, on the part of the Insured or any of his employees
  - 1.3 the bursting of any vessel machine or apparatus (not being a boiler or economiser on the Premises or a boiler used for domestic purposes only) in which internal pressure is due to steam only and belonging to or under the control of the Insured.
  - 1.4 pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speedsbut this shall not exclude subsequent **Consequential Loss** which itself results from a cause not otherwise excluded
- 2 **Consequential Loss**
  - 2.1 caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - 2.2 caused by or consisting of change in temperature colour flavour texture or finish
  - 2.3 arising directly from theft or attempted theft
  - 2.4 consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith
  - 2.5 consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
  - 2.6 caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications servicesbut this shall not exclude
  - (a) such **Consequential Loss** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental **Damage**
  - (b) subsequent **Consequential Loss** which itself results from a cause not otherwise excluded
- 3 loss resulting from pollution or contamination but this shall not exclude loss resulting from **Damage** to property used by the Insured at the Premises for the purpose of the Business, not otherwise excluded, caused by
  - (a) pollution or contamination at the Premises which itself results from a **Defined Peril**
  - (b) a **Defined Peril** which itself results from pollution or contamination
- 4 **Consequential Loss** caused by or consisting of
  - 4.1 subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - 4.2 normal settlement or bedding down of new structures
  - 4.3 acts of fraud or dishonesty**Consequential Loss** arising directly or indirectly from
  - 4.4 disappearance, unexplained or inventory shortage, misfiling or misplacing of information
  - 4.5 (a) erasure loss distortion or corruption of information on computer systems or other records programs or software caused deliberately by rioters strikers locked-out workers persons taking part in labour disturbances or civil commotions or malicious persons
  - (b) other erasure loss distortion or corruption of information on computer systems or other records programs or software unless resulting from a **Defined Peril** in so far as it is not otherwise excluded

- 5 loss resulting from **Damage** to a building or structure used by the Insured at the Premises caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded.
- 6 **Consequential Loss** in respect of moveable property in the open, fences and gates caused by wind rain hail sleet snow flood or dust
- 7 **Consequential Loss**
- 7.1 caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- 7.2 (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- 8 **Consequential Loss**
- 8.1 caused by freezing
- 8.2 caused by escape of water from any tank apparatus or pipe
- 8.3 caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation
- in respect of any building which is empty or not in use
- 9 **Consequential Loss** in respect of
- 9.1 fixed glass
- 9.2 glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
- 9.3 computers or data processing equipment
- 9.4 vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- 9.5 property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
- 9.6 land roads pavements piers jetties bridges culverts or excavations
- 9.7 livestock growing crops or trees
- other than in respect of such **Consequential Loss** caused by a **Defined Peril** in so far as it is not otherwise excluded

### **Gross Profit**

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

- (a) in respect of **Reduction in Turnover**: the sum produced by applying the Rate of Gross Profit to the amount by which 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 (subject to the provisions of the Uninsured Standing Charges clause) 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 such of the charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the **Damage**,

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

## Definitions

**Gross Profit** – The amount by which

- (i) The sum of the amount of the turnover and the amounts of the closing stock and work in progress

shall exceed

- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the uninsured working expenses

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

## Notes

1. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

**Uninsured Working Expenses** – The uninsured working expenses are Purchases less discounts received, discounts allowed and bad debts. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

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

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period appearing in the Schedule during which the results of the Business shall be affected in consequence of the **Damage**.

<b>Rate of Gross Profit</b> – the Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the <b>Damage</b>	)	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 <b>Damage</b> or which would have affected the business had the <b>Damage</b> not occurred, so that the figures thus adjusted shall represent as nearly as maybe reasonably practicable the results which but for the <b>Damage</b> would have been obtained during the relative period after the <b>Damage</b>
<b>Annual Turnover</b> – The Turnover during the twelve months immediately before the date of the <b>Damage</b>	)	
<b>Standard Turnover</b> – The Turnover during that period in the twelve months immediately before the date of the <b>Damage</b> which corresponds with the Indemnity Period	)	

## Clauses applicable to Gross Profit

### Alternative Trading Clause

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

### Uninsured Standing Charges Clause

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 Gross Profit bears to the sum of the Gross Profit and the Uninsured Standing Charges.

### Premium Adjustment Clause

The premium paid hereon may be adjusted on receipt by the Insurer of a declaration of Gross Profit earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of Gross Profit the above mentioned declaration shall be increased by the Insurer for the purpose of 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 Maximum Indemnity Period exceeds 12 months) is less than the sum insured on Gross Profit for the relative period of insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.

## Estimated Gross Profit

The Insurance under this Item is limited to loss of Gross Profit due to (a) **Reduction in Turnover** and (b) **Increase in Cost of Working** and the amount payable as indemnity thereunder 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 (subject to the provisions of the uninsured standing charges clause) 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 such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of the **Damage**.

Notwithstanding proviso (2) of this Section the liability of the Insurer shall in no case exceed, in respect of Gross Profit 1331/3% of the Estimated Gross Profit stated herein, in respect of each other item 100% of the sum insured stated herein, nor in the whole the sum of 1331/3% of the Estimated Gross Profit 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 Insurer.

In the absence of written notice by the Insured or the Insurer to the contrary the Insurer's liability shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium for such automatic reinstatement of cover.

## Definitions

**Gross Profit** – The amount by which

- (i) The sum of the amount of the turnover and the amounts of the closing stock and work in progress

shall exceed

- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the uninsured working expenses.

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

## Notes

1. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.
2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

**Uninsured Working Expenses** – The uninsured working expenses are Purchases less discounts received, discounts allowed and bad debts. The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured.

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

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the Indemnity Period appearing in the Schedule during which the results of the Business shall be affected in consequence of the **Damage**.

**Estimated Gross Profit** – The amount declared by the Insured to the Insurer 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).

<b>Rate of Gross Profit</b> – The Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the <b>Damage</b>	)	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
<b>Annual Turnover</b> – The Turnover during the twelve months immediately before the date of the <b>Damage</b>	)	the business either before or after the
	)	<b>Damage</b> or which would have affected the
	)	business had the <b>Damage</b> not occurred,
	)	so that the figures thus adjusted shall
<b>Standard Turnover</b> – The Turnover during that period in the twelve months immediately before the date of the <b>Damage</b> which corresponds with the indemnity Period	)	represent as nearly as may be reasonably
	)	practicable the results which but for the
	)	<b>Damage</b> would have been obtained during
	)	during the relative period after the <b>Damage</b>

## Clauses applicable to Estimated Gross Profit

### Premium Adjustment Clause

The first and annual premiums are provisional and are based on the Estimated Gross Profit.

The Insured shall furnish to the Insurer not later than six months after the expiry of 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 Insurer for the purpose of 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 above and proportionately increased where the maximum indemnity period exceeds twelve months)

- (a) is less than the Estimated Gross Profit for the relative period of insurance the Insurer will allow a pro rata return of 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.

### Alternative Trading Clause

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

### Uninsured Standing Charges Clause

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 Gross Profit bears to the sum of the Gross Profit and the Uninsured Standing Charges.

## Rent Receivable

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

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

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

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

## Definitions

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

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

**Standard Rent Receivable** – The Rent Receivable during that period in the twelve months immediately before the date of the **Damage** which corresponds with the Indemnity Period ) to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the **Damage** or which would have affected the business had the **Damage** not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the **Damage** would have been obtained during the relative period after the **Damage**.

**Annual Rent Receivable** – The Rent Receivable during the twelve months immediately before the date of the **Damage**.

## Clauses applicable to Rent Receivable

### Premium Adjustment Clause

The premium paid hereon may be adjusted on receipt by the Insurers of a declaration of Rent Receivable earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of Rent Receivable the above mentioned declaration shall be increased by the Insurers for the purpose of 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 Indemnity Period exceeds 12 months) is less than the sum insured on Rent Receivable for the relative period of insurance the Insurers will allow a pro rata return of premium not exceeding 50% of the premium paid.

### Alternative Trading Clause

If during the Indemnity Period the business shall be conducted elsewhere than at the premises the money paid or payable to the Insured in respect of such other premises shall be brought into account in arriving at the Rent Receivable during the Indemnity Period.

## Tax Relief

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

- (a) In respect of **Reduction in Tax Relief**: the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would, but for the **Damage**, have been entitled in the said financial year or years.
- (b) In respect of **Increase in Cost of Working**: so much of the additional expenditure described in Clause (b) of the respective Gross Profit item as exceeds the amount payable thereunder.

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

Provided that if the sum insured by this item be less than the Insurable Amount, the amount payable shall be proportionately reduced.

## Definitions

**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.

**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.

## Clauses applicable to Tax Relief

### Alternative Trading Clause

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

### Premium Adjustment Clause

In the event of the Tax Relief allowed (or a proportionately increased multiple thereof where the maximum indemnity period exceeds 12 months) during the Financial Year most nearly concurrent with any period of insurance as certified by the Insured's Auditors being less than the respective sum insured thereon a pro rata return of premium not exceeding fifty per cent of the premium paid on such sum insured for such period of insurance will be made in respect of the difference. If any **Damage** shall have occurred, giving rise to a claim under this Section, such return shall be made in respect only of so much of the said difference as is not due to such **Damage**.

## Gross Fees

The insurance under Item D is limited to (a) **Loss of Fees** and (b) **Increase in Cost of Working** and the amount payable as indemnity thereunder shall be:

- (a) In Respect of **Loss of Fees**: the amount by which the Fees during the Indemnity Period shall, in consequence of the **Damage**, fall short of the Standard Fees,
- (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 Fees which but for that expenditure would have taken place during the Indemnity Period in consequence of the **Damage**.

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

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

## Definitions

**Fees** – The money paid or payable to the Insured for work done and services rendered.

### Notes

1. To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this Policy shall be exclusive of such tax.
2. For the purposes of these definitions, any adjustment implemented in current cost accounting shall be disregarded.

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

**Standard Fees** – The Fees during that period in the twelve months immediately before the date of the **Damage** which corresponds with the Indemnity Period ) to which such adjustments shall be made as may be ) necessary to provide for the trend of the business and ) for variations in or other circumstances affecting the ) business either before or after the **Damage** or which ) would have affected the business had the **Damage** ) not occurred, so that the figures thus adjusted shall ) represent as nearly as may be reasonably practicable ) the results which but for the **Damage** would have been ) obtained during the relative period after the **Damage**.

## Clauses applicable to Gross Fees

### Alternative Trading Clause

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

### Temporary Removal (Documents) Clause

Loss as insured by this Section resulting from interruption of or interference with the business in consequence of **Damage** to plans, deeds, briefs, manuscripts, books, documents and office records whilst temporarily removed within the Republic of Ireland shall be deemed to be loss resulting from **Damage** to property used by the Insured at the Premises.

### Premium Adjustment Clause

The premium paid hereon may be adjusted on receipt by the Insurer of a declaration of Gross Fees earned during the financial year most nearly concurrent with the period of insurance, as reported by the Insured's auditors.

If any **Damage** shall have occurred giving rise to a claim for loss of Gross Fees the above mentioned declaration shall be increased by the Insurer for the purpose of premium adjustment by the amount by which the Gross Fees 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 12 months) is less than the sum insured on Gross Fees for the relative period of insurance the Insurer will allow a pro rata return of premium not exceeding 50% of the premium paid.



## Increased Cost of Working

The insurance under Item E is limited to additional cost of working and the amount payable as indemnity thereunder shall be –

The additional expenditure reasonably incurred by the Insured during the Indemnity Period in order to minimise any interruption of or interference with the business in consequence of the **Damage**.

## Definitions

**Indemnity Period** – The period beginning with the occurrence of the **Damage** and ending not later than the indemnity period appearing in the Schedule during which the results of the business shall be affected in consequence of the **Damage**.

**Memorandum** In the event of **Damage** the Insurer shall be liable for not more than one third of the Sum Insured hereunder in respect of such additional expenditure arising in the first quarter of the Maximum Indemnity Period following the date of the **Damage** nor more than an equal proportion of the balance of the Sum Insured per month in respect of the additional expenditure in the remainder of the Maximum Indemnity Period.

## Supplementary Clauses and Memoranda

### 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 period between the date of 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**.

**Standard Turnover** – The proportional equivalent, for a period equal to the indemnity period of the Turnover during the period between the commencement of 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**.

### Payments On Account Clause

Payments on account may be made to the Insured during the Indemnity Period at the discretion of the Insurer but in no case shall any payment exceed the Insurer's liability under the terms of Clause(s) of each item for the period in respect of which a payment is to be made.

### 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 Items on Gross Profit and where applicable wages shall apply separately to each department affected by the **Damage**.

### Professional Accountants Clause

Any particulars of details contained in the Insured's books of account or other books or documents which may be required by the Insurers under Condition No. 1 of the General Claims Conditions for the purpose of investigating or verifying any claim hereunder may be produced by Professional Accountants if at any time they are regularly acting as such for the Insured and their report relates.

The Insurers will pay to the Insured under this Section the reasonable charges payable by the Insured to their Professional Accountants/Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurers under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under this Section shall in no case exceed the liability of the Insurers.

### Material Damage Proviso Waiver

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

### Salvage Sale Clause

If following **Damage** giving rise to a claim under this Policy the Insured shall hold a salvage sale during the Indemnity Period, Clause (a) of the Item on Gross Profit shall for the purpose of such claim read as follows:

- (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 (less the Turnover for the period of the salvage sale) shall, in consequence of the **Damage**, fall short of the Standard Turnover, from which such shall be deducted the Gross Profit actually earned during the period of the salvage sale.

### Accumulated Stocks Clause

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

### Subrogation Waiver

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

- (a) Any company which is a holding company to the Insured, or subsidiary of the Insured, within the meaning of sections 7 and 8 of the Companies Act 2014.
- (b) Any company which is a subsidiary of a holding company where that holding company is also the holding company of the Insured within the meaning of sections 7 and 8 of the Companies Act 2014.

### Reinstatement of the Amount of any Loss

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

## Book Debts Section

In the event of **Damage** to the Insured's books of account or other business books or records at the premises described in the Schedule by

- (1) **Fire**
- (2) **Lightning**
- (3) **Explosion** but excluding **Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

not occasioned by or happening through Earthquake, Subterranean Fire, Riot, Civil Commotion, War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power; and the Insured be in consequence thereof unable to trade or establish the outstanding debit balances in whole or part due to them

Then the Insurers will pay to the Insured in respect of each item in the Schedule the amount of **Damage** in accordance with the provisions therein contained

Provided that the liability of the Insurer shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total sum insured hereby or such other sum as may hereafter be substituted therefor by memorandum signed by or on behalf of the Insurer.

The Insurance under Item A as shown on the within Schedule is limited to the loss sustained by the Insured in respect of Outstanding Debit Balances directly due to the **Damage** and the amount payable in respect of any one occurrence of **Damage** shall not exceed:

- (i) the difference between
  - (a) the outstanding debit balancesand
  - (b) the total of the amounts received or traced in respect thereof
- (ii) the additional expenditure incurred with the previous consent of the Insurer in tracing and establishing customers debit balances after the **Damage**.

provided that if the Sum Insured by this item be less than the outstanding debit balances the amount payable shall be proportionately reduced.

## Definitions

**Outstanding Debit Balances** – The total declared in the statement last given under the provisions of the Declaration Clause adjusted for

- (a) Bad debts
- (b) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the **Damage**) to customers' accounts in the period between the date to which the said last statement relates and the date of the **Damage** and
- (c) any abnormal condition of trade which had or could have had a material effect on the business.

so that figures thus adjusted shall represent as nearly as reasonably practicable those which would have applied at the date of **Damage**.

## Conditions Applicable to Book Debts

It is a condition that –

- (a) the Insured's books of account and other business books and records in which Customers accounts are shown shall be kept in fire-resisting safes or in fire-resisting cabinets when not in use or
- (b) duplicate records are kept in a separate building.

## Clauses Applicable to Book Debts

### Declaration

The Insured shall within thirty days of the end of each month deposit with the Insurer a signed statement showing the total amount outstanding in customers accounts as set out in the Insured's accounts as at the end of the said month.

### Adjustment

On the expiry of each period of insurance the actual premium shall be calculated at the rate per cent per annum on the average amount insured, i.e. the total of the sums declared divided by the number of declarations. If the actual premium shall be less than the first premium (or the annual premium in the case of the second and subsequent periods of insurance) the difference shall be repaid to the Insured, but such repayment shall not exceed one-half of the first or annual premium respectively. If the amount of a declaration exceeds the sum insured applicable at the date of such declaration, or if no declaration be deposited, then for the purposes of this clause only, the Insured shall be deemed to have declared such sum insured.

### Automatic Reinstatement of Loss

In consideration of the insurance not being reduced by the amount of any **Damage** the Insured shall pay the appropriate extra premium on the amount of the **Damage** from the date thereof to the date of the expiry of the period of insurance.

### Professional Accountants' Charges

The Insurers will pay the reasonable charges payable by the Insured to their Professional Accountants/ Auditors for producing any particulars or details or any other proofs, information or evidence as may be required by the Insurer under the terms of this Section and reporting that such particulars or details are in accordance with the Insured's books of accounts or other business books or documents provided that the sum of the amount payable under this clause and that amount otherwise payable under the section shall in no case exceed the total sum insured hereby.

## Additional Perils Applicable to this Section

The following Additional Perils are operative unless excluded by endorsement.

**Damage** caused by

- (4) **Aircraft and Other Aerial Devices** or articles dropped therefrom but excluding **Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (5) **Riot, Civil Commotion, Strikers, Locked-Out Workers** or persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation, but excluding
  - (a) **Damage** occasioned by or happening through confiscation or destruction or requisition by order of the Government or any Public Authority;
  - (b) **Damage** resulting from cessation of work.
  - (c) **Damage** whilst the building is empty or not in use.

- (6) **Malicious Persons** not acting on behalf of or in connection with any political organisation but excluding
  - (a) **Damage** by Theft
  - (b) **Damage** whilst the building is empty or not in use.
- (7) **Earthquake**
- (8) **Subterranean Fire**
- (9) **Impact** by any mechanically propelled vehicle or by goods falling therefrom (whether the vehicle be licensed for normal road use or not) or animals not belonging to or in the custody or control of the Insured or their employees when engaged in their business, but excluding **Damage** to property in transit.
- (10) **Storm** and **Tempest** but excluding
  - (a) **Damage** by frost, subsidence or landslip;
  - (b) **Damage** by
    - (i) the escape of water from the normal confines of any natural or artificial watercourse (other than water tanks apparatus or pipes) or lake, reservoir, canal or dam,
    - (ii) inundation from the sea,
 whether resulting from **Storm** or **Tempest** or otherwise;
  - (c) **Damage** attributable solely to change in the water table level.
- (11) **Flood** but excluding
  - (a) **Damage** by frost, subsidence or landslip;
  - (b) **Damage** to fences and gates and loose or movable property in the open;
  - (c) **Damage** attributable solely to change in the water table level.
- (12) **Escape of Water** from any tank apparatus or pipes but excluding
  - (a) **Damage** whilst the building is empty or not in use;
  - (b) **Damage** by water discharged or leaking from an installation of automatic sprinklers;
- (13) (a) **Stealing** or attempted stealing involving entry to or exit from the premises by forcible and violent means or any attempt thereat
  - (b) Robbery or attempted robbery committed in the Premises
- (14) **Accidental Damage** by any cause other than those defined in (1) to (13) above but excluding
  - (a) erasure or distortion of information on computer systems records due to the presence of a magnetic flux or whilst mounted in or on any machine or data processing apparatus, unless caused by **Damage** to the said machine or apparatus or due to defects in such computer systems records
  - (b) **Damage** due to any dishonest or fraudulent act by any of the Insured's employees or by any person acting on behalf of the Insured.

# Burglary Section

In the Event of

- (a) **Damage** to the Property Insured while contained within the Premises and/or
- (b) **Damage** to the Premises falling to be borne by the Insured being caused by
  - (i) stealing or attempted stealing involving entry to or exit from the premises by forcible and violent means or any attempt thereat
  - (ii) robbery or attempted robbery or any assault or violence or threat thereof to the Insured or employees of the Insured committed in the Premises

the Insurer will indemnify the Insured against such loss or **Damage**

Provided that

1. the Insurer may at its option indemnify the Insured by payment or by repair, reinstatement or replacement
2. the liability of the Insurer during any one Period of Insurance shall not exceed
  - (a) in respect of each Item the Sum Insured thereon
  - (b) in respect of all **Damage** the Total Sum Insured.

Unless specified separately this Section does not cover bonds securities money stamps stamp or coin collections or (except so far as may be provided in the Other Contents Clause) computer records wines spirits tobacco cigars or cigarettes.

## Definitions

### (1) Machinery, Plant, Fixtures and Fittings

Machinery, Plant and Other Contents in the premises the property of the Insured or held by them in trust for which they are responsible excluding property more specifically insured and vehicles licensed for road use including accessories thereon.

It is agreed that the term "Other Contents" is understood to include:

- (a) deeds documents business books manuscripts plans patterns designs models and moulds but only for the value of the stationery or other material involved and the labour cost of their writing-up or reinstatement
- (b) computer systems records but only for the value of the material together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) but only for an amount not exceeding €650
- (c) wines spirits tobacco cigars and cigarettes but only for an amount not exceeding €130 and so far as they are not otherwise insured:
- (d) the personal effects of directors employees and visitors of the Insured but only for an amount not exceeding €130 any one person.

Deeds documents business books manuscripts plans designs and computer systems records are covered while temporarily removed to any premises in the Republic of Ireland not in the Insured's occupation for an amount not exceeding €650.

### (2) Stock

Stock and Materials in Trade in the described premises, the property of the Insured or held by them in trust for which they are responsible.

### (3) Tenants' Improvements

Tenants' improvements and decorations for which the insured is responsible at the premises situate as described in the Schedule.

### (4) Premises

The term "Premises" does not include any garden yard or open place nor, unless specified any outbuilding.

### (5) Average

If at the time of the happening of any **Damage** to the Property Insured by any Item the Sum Insured by that Item be less than the total value of the property to which it applies the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

## Conditions applying to Burglary

1. This Section does not cover **Damage** to any property
  - (a) contributed to or caused by
    - (i) any employee or servant of the Insured
    - (ii) any person lawfully in the Premises
  - (b) which can be insured against by a Fire Glass or Money Insurance Policy
  - (c) contributed to caused by or arising from riots strikes or civil commotion.
  - (d) Vehicles or promissory notes unless the same be specifically insured herein
2. Each of the sums insured by this section relating to property is declared to be separately subject to Average.
3. Upon payment of any claim for loss under this Section the property in respect of which the payment is made shall belong to the Insurer.
4. In the absence of written notice by the Insured or the Insurer to the contrary within 30 days of the loss or damage the sum insured shall be deemed to be reinstated to its full amount provided always that:
  - (a) The Automatic Reinstatement shall apply to the first loss only in each period of insurance
  - (b) The Insured shall:
    - (i) take immediate steps to effect such additions to or variations in the protections of the Property insured as the Insurer may require
    - (ii) pay the appropriate additional premium.
5. In the event of:
  - (a) Accidental loss of keys to the external and internal doors of any insured premises or to safes or alarms  
and/or
  - (b) Theft of such keys,  
and/or
  - (c) Accidental **Damage** to the locks of such doors, safes or alarms.The Policy will indemnify the Insured in respect of replacement of the lock mechanism or at the option of Insurers to change the locks provided always that:
  - (i) The keys to any safe are not left in the premises overnight
  - (ii) The maximum amount payable in any period of insurance is €650.

## Money Section

In the event of physical loss or **Damage** to

- (a) Money
- (b) safes or strongrooms which normally contain Money caused by theft or attempt thereof

occurring within the limits of the Republic of Ireland or the United Kingdom the Insurer will indemnify the Insured against such **Damage** provided that the liability of the Insurer in respect of any Item Insured shall not exceed the specified Limit of Liability thereon.

Provided always that:

- (a) the Insurer's liability shall be limited to:
  - (i) €325 in respect of Money in the Insured's premises when closed for business or unattended and not secured in locked safe or strongroom
  - (ii) €650 in respect of Money (other than crossed cheques and crossed postal orders) in the private residence of the Insured or an authorised employee
  - (iii) €33 per packet in respect of Money (other than crossed cheques and crossed postal orders) dispatched by unregistered post;
- (b) whenever Money is contained in a locked safe or strongroom at the Insured's premises when closed for business or unattended all keys of such safe or strongroom shall be removed from the premises.

## Definition

Money shall mean Cash, Bank and Currency Notes, Postal Orders, Money Orders, Cheques, Banker's Drafts, Bills of Exchange, Unused Units in Postage Stamp Franking Machines, Postage Stamps, National Savings Certificates, Revenue Stamps, Luncheon Vouchers, Trading Stamps, Credit Card Sales Vouchers, Telephone Call Cards, National Lottery Cards for their normal value, Consumer Redemption Vouchers, Gift Tokens, VAT Purchase Invoices and Prize Bonds all pertaining to the Business and belonging to or for which the Insured are responsible.

## Business Hours

The period during which the Insured's premises are actually occupied for business purposes and during which the Insured or his Employees entrusted with cash are in the premises.

## Conditions and Clauses applying to the Money Section

The Section does not cover

- (a) loss from any unattended vehicle or from any gaming amusement or vending machine
- (b) **Damage** caused by or due to
  - (i) the dishonest acts of any person in the employ or service of the Insured not discovered within seven days of the actual occurrence thereof
  - (ii) clerical or accounting errors
- (c) **Damage** to any property contributed to caused by or arising from riots strikes or civil commotion.
- (d) Any loss or theft occurring during transit when the cash is carried by anyone who is not the Insured or any employee in the regular service of the Insured
- (e) Losses covered by a policy of fidelity guarantee
- (f) Any loss of unattended cash not in locked safe or strongroom during business hours.

## Personal Accident (Malicious Attack) Insurance Extension

If any person whilst engaged in the Insured's business (hereinafter called "the Assured") shall sustain accidental bodily injury by violent external and visible means arising from malicious attack or assault or attempt thereof by any person stealing or attempting to steal Money insured by this Section then the Insurer will reimburse the Insured in respect of payment to the Assured or his/her legal personal representative as the case may require of the sum or sums set out in the Table of Benefits hereunder:

### Table of Benefits

If accidental bodily injury as defined above shall be the sole and immediate cause of:

- |     |  |   |
|-----|--|---|
| (1) | Death within twelve months of the injury.  | €6,500  |
| (2) | Total loss of a limb or limbs and/or the total and irrecoverable loss of all sight of an eye or eyes within twelve months of the injury. | €6,500  |
| (3) | Permanent total inability to attend to any occupation or business.   | €6,500  |
| (4) | Temporary total inability to attend to the usual occupation or business.   | The Assured's normal weekly wage or salary not exceeding €65 per week |

Provided always that:

- (i) "Loss of Limb" shall mean total loss by physical separation at or above the wrist or ankle or permanent total loss of use of an entire hand arm foot or leg.
- (ii) The Insurer shall not be liable under Benefit (4) to pay for a longer period than 104 weeks in respect of any one accident.
- (iii) If the Insurer is satisfied that the inability is permanent, Benefit (3) shall become payable when Benefit (4) is exhausted. The Insurer shall not otherwise be liable to pay more than one Benefit in respect of the same accident. In no case shall more than one Benefit be payable in respect of the same period of time.
- (iv) No Benefit shall be payable until the entire amount thereof has been ascertained and agreed.

If the Assured as a result of malicious attack or assault or attempt thereof as defined above shall sustain **Damage** to clothing or personal effects the Insurer will indemnify the Insured in respect of payment made to the Assured to the extent of the **Damage** so sustained but not exceeding in respect of any one such Assured the sum of €325.

### Cheque and Money Record

It is a condition that:

- (a) A proper full and complete record of Crossed Cheques and Postal Orders be kept elsewhere than with and shall be well away from the cash itself so that in the event of the cash being lost destroyed or stolen the record is not at risk from the same event. The record shall contain sufficient information to enable each individual item to be traced to its source as regards issue date amount and where applicable financial institution involved.
- (b) A proper record of cash put in the safe or strongroom is kept in some place other than the safe or strongroom itself and that the keys are kept in some place away from the safe or strongroom and are only in the possession of responsible officials.

### Custodian Clause:

It is a condition of this Section that Money (as within defined) as insured under – Money in Transit – shall at all times be in custody as follows:

("Custody" shall mean being in constant attendance with direct responsibility for the security of Money).

Amount of Money	Custodian(s)
1) Up to but not exceeding €2,600	1) In custody of at least ONE fully responsible able bodied person.
2) Exceeding €2,600 but not exceeding €5,100	2) In custody of at least TWO fully responsible able bodied persons.
3) Exceeding €5,100 but not exceeding €7,700	3) In custody of at least THREE fully responsible able bodied persons. No one person to carry more than €2,600 unless an approved security carrying bag is used.
4) Exceeds €7,700	4) Each transit must be carried in accordance with the conditions laid down by the Insurer but in any event must be accompanied by at least three able bodied adults.

## Glass Section

In the Event of any accidental breakage of the glass described in the following Schedule the Insurer will indemnify the Insured in respect of the cost of

- (a) replacement of such glass
- (b) temporary boarding up necessarily incurred through breakage of the glass.

### Conditions Applying to the Glass Section

- 1. This Section does not provide cover
  - (a) For any consequence, whether direct or indirect, caused by Fire, Explosion, Concussion or Earthquake;
  - (b) For any **Damage** to goods or business arising from a breakage, nor for interruption or delay of business in consequence of any breakage and its reinstatement;
  - (c) For **Damage** to frames or framework of any description;
  - (d) For any Glass cracked at inception date of insurance;
  - (e) For any Glass in Conservatories or Greenhouses;
  - (f) For **Damage** whilst the premises are vacant (i.e. not being occupied for business purposes);
  - (g) For **Damage** to Signs specified herein arising:
    - (i) From heat wear and tear or gradual deterioration or from any process of cleaning or restoring or caused by or attributable to vermin or atmospheric conditions other than hail or windstorms;
    - (ii) From mechanical breakdown or caused directly or indirectly by application of electrical energy;
    - (iii) Whilst additional fittings are being fitted.

### 2. Moveable Glass

The Insurer shall not be liable for **Damage** to moveable Glass, nor for other than plain Glass, unless the same shall be specifically mentioned in this Section.



### 3. Removal Of Fittings

Any window or other fittings, fixtures, frames or casing of any kind which it is necessary to alter or remove before reinstatement or replacement can be made, must be altered or removed by and at the expense of the Insured.

### 4. Reinstatement

The liability of the Insurer shall not exceed –

- (a) the cost of reinstating or replacing any glass which is the subject of a claim hereunder.
- (b) in the case of glass for which a separate sum insured is shown in the Schedule such sum insured.
- (c) in all the total sum insured shown in the Schedule.

All sums which may from time to time be paid by the Insurer under this Section by way of claims in any one period of insurance shall be counted in diminution of the total sum insured (or in the case of specially valued glass in diminution of the sum insured for such glass) so that in the event of subsequent loss during the same period the total amount payable by the Insurer shall not in all exceed the total sum insured (or in the case of specially valued glass the sum insured therefor) during the said period of insurance. The Insurer however agrees to reinstate the sum insured following a loss if the Insured shall have paid the appropriate additional premium on the amount of the loss from the date thereof to the date of the expiry of the period of insurance.

## Goods in Transit Section

In the Event of the Property being **Damaged** in transit the Insurer will indemnify the Insured in respect of such **Damage** in the manner and to the extent hereinafter stated.

### Conditions applying to the Goods in Transit Section

1. This Section does not cover
  - (a) claims in respect of or arising out of
    - (i) depreciation, delay, inadequate documentation, consequential loss, insufficiency and/or unsuitability of packing.
    - (ii) wear and tear, breakdown of refrigeration, vermin, contamination, inherent vice.
    - (iii) the carriage of explosives or other dangerous goods,
    - (iv) theft or attempted theft of or from vehicles when left unattended unless the provisions of the Protections Clause have been complied with
  - (b) any **Damage** as a consequence of riots, strikes or civil commotion, or confiscation, nationalisation, requisition by any government or local authority.
2. The Insured shall exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the Property and maintain in good order all vehicles owned or used by the Insured and all locking and other protective devices including any specified in the Schedule. Such devices shall not be varied or withdrawn without the consent of the Insurer.
3. If the value of the Property contained in any one package or vehicle and/or trailer and/or Container or if the total value at risk at any one location shall at the time of **Damage** thereto exceed the sum insured stated herein the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

### Definitions

#### The Indemnity

Subject to the Amounts insured, the Insurer will indemnify the Insured by payment of the amount of the **Damage** or at the option of the Insurer by repair reinstatement or replacement.

#### The Property

Goods belonging to the Insured or for which the Insured is responsible all pertaining to the Business

Unless specifically referred to in the Schedule the Property shall not include

livestock, gold or silver articles, precious metals or stones, jewellery, watches, furs, wines, spirits, tobacco cigars and cigarettes, audio and video equipment, non-ferrous metals and scrap, coins, money, stamps, stamp collections, bonds, securities, computer records, deeds, documents, business books, manuscripts, plans and patterns, microchips/circuit boards and second hand machinery.

This section does not insure wagon-sheets tarpaulins and ropes nor Containers trailers demountable vans or the like.

### Transit

As indicated by sums stated below, "in transit" shall mean being carried between points in the Republic of Ireland and the United Kingdom:

- (a) by the Insured's own or haulier's road vehicles including:
  - (i) loading and unloading
  - (ii) the use of recognised "roll-on, roll-off" vehicle ferries provided no unloading or re-loading of the vehicle is involved
  - (iii) whilst temporarily housed on or off the vehicle for a period not exceeding 72 hours in the course of the said carriage.
- (b) by parcel post or rail

### Clauses Applicable to Goods In Transit

#### Protections Clause

- (1) Whenever a vehicle carrying Property is unattended it shall be protected as follows:
  - (a) in working hours (i.e. the whole period during which the vehicle is being worked by its driver) – all doors and windows and other means of access are securely fastened and locked and any specified security devices are put into full and effective operation
  - (b) at all times out of working hours –
    - (i) all doors and windows and other means of access are securely fastened and locked and any specified security devices are put into full and effective operation
    - (ii) **And** either housed in premises which are themselves securely locked or placed in premises which are constantly guarded.

## Business "All Risks" Section

In the Event of **Damage** to the Property specified in the Schedule occurring within the Republic of Ireland the Insurer will indemnify the Insured against such **Damage** but in no circumstances shall the liability of the Insurer exceed in respect of each Item the Sum Insured thereon or the intrinsic value thereof whichever is the less.

### Conditions Applying to the Business All Risks Section

- 1. This Section does not cover
  - (a) depreciation or **Damage** arising from wear and tear or occasioned by moth or vermin or any process of heating, drying, cleaning, dyeing, alterations or repair to which the property insured is subjected
  - (b) electrical or mechanical breakdown
  - (c) **Damage** contributed to or caused by any employee or servant of the Insured
  - (d) breakage of china glass marble earthenware or scratching or bruising of furniture household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried
  - (e) **Damage** to deeds bonds coins money securities stamps stamp collections plans patterns designs documents of title contracts or other documents business books or manuscripts or computer records unless specified in the Schedule
  - (f) loss by leakage of any liquid from the receptacle in which it is contained
  - (g) **Damage** contributed to caused by or arising from riots strikes or civil commotion.
- 2. The Insurer may at its option indemnify the Insured by payment or by repair reinstatement or replacement.
- 3. If at the time of the happening of any **Damage** the Sum Insured in respect of the property so **Damage** shall be less than the intrinsic value of such property the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the **Damage** accordingly.

# Customer Information

## **Arson Prevention**

Each year insurance companies pay out in excess of €13m in claims for fires started deliberately.

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

- Premises being extensively damaged or destroyed
- People being seriously injured or even killed
- Businesses bankrupted.

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

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone you don't recognise.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from buildings or perimeter fences.
- Hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

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

## Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to [customercare@zurich.ie](mailto:customercare@zurich.ie).
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
  - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).
  - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Telephone: 0818 681 681 or (01) 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

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

# Data Protection

Zurich Insurance Europe AG ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

## About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

## The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

**Note:** If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

## Data collected from third parties

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

## What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

#### **Sharing of Data**

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

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

### **Data Retention**

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

### **Automated Decision Making and Profiling**

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

### **Data subject rights**

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

### **Privacy Policy**

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **[dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)**
- **Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford, Ireland.**

### **Zurich Insurance Europe AG**

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666

Fax: 01 667 0644

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

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.