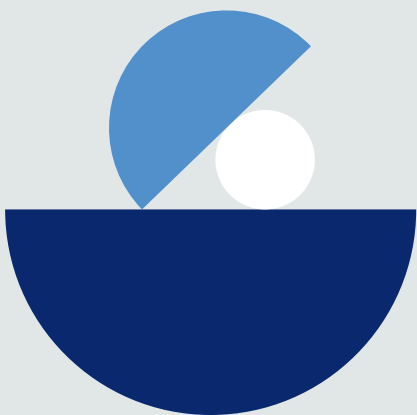




Zurich Tradestar Commercial Shops Insurance

Policy Document



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The Contract of Insurance

Zurich Tradestar Shop Policy

The Policy, Schedule and any endorsements should be read as if they are one document.

We will insure **you** under those sections shown in the Schedule during any Period of Insurance for which **we** have accepted your premium provided all the terms and conditions of the Policy are kept.

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 your right 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 memorandum under Section A – Buildings of the Policy.

We have agreed to provide Policy cover, and have calculated the applicable premium, based on information provided by **you** or on your behalf including but not limited to:

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

This is a legal document and should be kept in a safe place.

Meaning of Words

Certain words in the Policy have special meanings. These meanings are given below. To help you identify these words in the Policy we have printed them in **bold** throughout.

Average

If, at the time of the **damage**, the sum insured is less than the full reinstatement value of the property insured the amount we will pay will be reduced in proportion to the amount of the underinsurance.

Building(s)

The **building(s)** of the **premises** being built of bricks, stone or concrete and roofed slates, non combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non-combustible mineral ingredients comprising:

- the saleshop and residential accommodation and all outbuildings used in connection with the **business** or for domestic purposes but excluding signs, glass in windows and doors and fixed sanitary ware except as provided elsewhere in this Policy
- walls, gates, fences and hedges around the **building(s)** and belonging to them
- tanks, drains, pipes and cables servicing the saleshop **premises**
- Landlords fixtures and fittings.

Business

The **business** shown in the Schedule including the provisions and management of canteen, social, sports and welfare organisations for the benefit of your **employees** and first aid, fire and ambulance services.

Continuing Restrictive Condition

Any condition in this Policy, however expressed, that purports to require you to do, or not to do, a particular act or acts, or requires you 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).

Damage or Damaged

Loss, destruction or **damage**.

Defined Perils

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, 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, or impact by any vehicle or goods falling from them or animal.

Employee

- Anyone who has entered into or works under a contract of service or apprenticeship with you, provided a proper wages book is kept which includes each **employee** and each **employee** is registered for P.A.Y.E. and P.R.S.I.
- Any labour only subcontractor or anyone employed by them
- Any self-employed person
- Anyone who is engaged under a work experience scheme or similar scheme
- Anyone who is hired or borrowed by you

working for you in connection with the **business**.

Excess

Where an **excess** is shown in any section of this Policy or any endorsement attached to the Policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property after all other terms and conditions have been applied.

Premises

The **building(s)** and the land within the boundaries belonging to them.

We, Us, Our

Zurich Insurance Europe AG ('Zurich').

You

The person, people or the Company shown in the Schedule as the Insured.

Section A: Buildings

| What is insured | What is not insured |
|---|--|
| The building(s) are insured against damage caused by the events in paragraphs 1 – 9 and 10 (if operative). | |
| 1. Fire Fire, lightning, explosion or earthquake. | Damage caused by the bursting of a boiler (not being a boiler used for domestic purposes only). |
| 2. Stealing Stealing or attempted stealing. | Damage caused by stealing or attempted stealing not involving entry to or exit from the building(s) by forcible and violent means. Damage in respect of property in the open. |
| 3. Riot Riot or civil, labour or political disturbances or vandals or malicious people. | Damage caused: <ul style="list-style-type: none">• by stealing or attempted stealing.• through confiscation, destruction or requisition by order of the Government or any Public Authority.• in respect of any building which is empty or not in use.• resulting from stoppage at work. |
| 4. Storm Storm or flood. | Damage caused by frost, subsidence, ground heave or landslip. Damage to gates and fences. Damage due to a change in the water table level. Damage in respect of moveable property in the open. |
| 5. Water Escape of water from fixed water apparatus. We will also pay for damage (excluding wear and tear, rust or gradual deterioration of any installation) to any fixed water apparatus caused by freezing or forcible or violent bursting. We will also pay for costs incurred in locating the source of the damage to the building(s) . | <ul style="list-style-type: none">• Damage in respect of any building which is empty or not in use.• Any amount in excess of €12,750 incurred in locating the source of the damage in any one Period of Insurance. |

| What is insured | What is not insured |
|--|---|
| <p>6. Impact Impact by aircraft or other aerial devices, road or rail vehicle or articles falling from them or by animals.</p> | |
| <p>7. Aerials Falling aerials, aerial fittings or masts.</p> | <p>Damage arising from the erection, dismantling, repair or maintenance of such apparatus.</p> |
| <p>8. Oil Leakage of fuel oil used solely for domestic purposes in connection with the building(s). We will also pay for costs incurred in locating the source of the damage to the building(s).</p> | <p>Damage due to wear and tear, rust or gradual deterioration of any installation. Any amount in excess of €12,750 incurred in locating the source of the damage in any one period of insurance.</p> |
| <p>9. Trees Falling trees or branches. We will also pay the cost of removing any fallen trees or branches which cause damage to the building(s).</p> | <p>Damage caused by felling or lopping trees. Damage to gates and fences.</p> |
| <p>This cover is operative only if indicated in the Schedule.</p> | |
| <p>10. Accidental Damage Accidental damage not caused by the events under paragraphs 1-9 of this section.</p> | <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • insects, parasites, vermin or domestic pets. • atmospheric or climatic conditions or the action of light. • alteration, repair, maintenance, decoration, restoration, dismantling or renovation. • demolition, structural alteration or structural repair. • drying, dyeing, washing or cleaning. <p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> • inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials • faulty or defective workmanship, operational error or omission, on the part of you or any of your employees • gradually operating causes • 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 you • 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. <p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> • corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring or scratching. |

| What is insured | What is not insured |
|---|---|
| | <p>Damage consisting of:</p> <ul style="list-style-type: none"> 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 with the above. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates. <p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank apparatus or pipe. normal settlement or bedding down of new structures within 2 years of their completion or during the contract maintenance period which is the larger. <p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> acts of fraud or dishonesty. disappearance, unexplained or inventory shortage, misfiling or misplacing of information. <p>Damage to building(s) caused by its own collapse or cracking unless resulting from a defined peril in so far as it is not otherwise excluded.</p> <p>Damage in respect of moveable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.</p> <p>Damage</p> <ul style="list-style-type: none"> caused by fire resulting from its undergoing any heating process or any process involving the application of heat. <p>Damage in respect of:</p> <ul style="list-style-type: none"> jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books property in transit computers or data processing equipment 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. |
| <p>11. Services Accidental damage to underground and overhead cables, pipes, tanks or drains servicing the building(s) for which you are responsible.</p> | <p>Any consequential damage</p> |

| What is insured | What is not insured |
|---|--|
| <p>12. Pipes The cost of breaking into and repairing the pipe between the main sewer and the premises following the blockage of the pipe.</p> | |
| <p>13. Rent Receivable If the building is made uninhabitable by damage from any cause insured by this section, we will pay for loss of rent, until the building is repaired or reinstated. The Limit The most we will pay is 15% of the sum insured on building(s). The work of repair or reinstatement must be done without delay.</p> | |
| <p>14. Property Owners Liability Any amounts which you, as owner of the premises become legally liable to pay as compensation for an accident, occurring during the Period of Insurance, which causes accidental death or accidental bodily injury to a person or accidental damage to material property.</p> | <p>Any liability:</p> <ul style="list-style-type: none"> • arising from an agreement which imposes a liability which you would not otherwise have been under. • arising from the occupation of the premises. • for damage to property owned or held in trust by you or in your custody or control. • for bodily injury to any employee. • for the cost of remedying any defect or alleged defect in the premises. • in respect of claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition. |
| <p>Bodily Injury Bodily Injury shall mean:</p> <ul style="list-style-type: none"> • Bodily Injury, illness or disease • Wrongful arrest, detention, imprisonment or eviction of any person other than any employee by you up to a maximum limit of liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. <p>The limit of liability shall be inclusive of all costs and expenses.</p> | |
| <p>The Limit The most we will pay for any claim or claims arising from any one event is €2,600,000 plus costs agreed by us in writing.</p> | |

| What is insured | What is not insured |
|---|---|
| <p>Discharge of Liability</p> <p>We may discharge our liability to you in respect of any claim by paying to you or on your behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If we opt to discharge our liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event we will pay the balance of the maximum amount to you or on your behalf. We will also pay legal costs incurred prior to the date of such payment.</p> | |
| <p>15. Glass</p> <p>Accidental breakage to fixed plain plate and sheet glass in the windows and doors and fixed sanitary ware for which you are responsible in the saleshop premises.</p> <p>The most we will pay is the cost of replacing broken glass with glass of similar quality.</p> <p>We will also pay up to a maximum of €650 for:</p> <ul style="list-style-type: none"> • damage to frames and framework of any description • The cost of boarding up until the broken glass is replaced • Rectifying of Alarm System • Stained Glass • Silvering, lettering, bending or ornamental glass | <ul style="list-style-type: none"> • Damage resulting from repairs or alterations to the premises. • Breakage of cracked or scratched glass. • In respect of any building empty or not in use. |

Additional Cover

| What is insured | What is not insured |
|--|---|
| <p>1. Damage caused by Emergency Services</p> <p>Damage caused to lawns, paths and gardens by the movement of emergency service vehicles occurring within the confines of the site on which the building(s) stand.</p> | <p>Any amount in excess of €1,300.</p> |
| <p>2. Fire Brigade Charges</p> <p>The cover provided by this Policy is extended to include cover for charges that are levied by a fire authority in accordance with the Fire Services Act 1981 or any subsequent amendments in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Policy in circumstances which have given rise to, or would have given rise to damage arising from a cause which is not an excluded cause.</p> | <p>Any amount in excess of €6,500.</p> |

| What is insured | What is not insured |
|--|---|
| <p>3. Landscaping Damage</p> <p>Damage to lawns, trees, plants and shrubs as a result of the events in paragraphs 1 (Fire) and 3 (Riot) occurring within the confines of the site on which the building(s) stand.</p> | <p>Any amount in excess of €6,000.</p> <p>Unless the building(s) are damaged at the same time and by the same cause.</p> |
| <p>4. Replacement of Locks</p> <p>We will pay for the necessary replacement of locks following the loss of keys to the building(s) or to any safe or strongroom in the building(s) by stealing from:</p> <ul style="list-style-type: none"> • The building(s) • The home of any employee or Director <p>Provided that if the keys are to a safe, they are not left in the building(s) overnight.</p> | <p>Any amount in excess of €650.</p> |

Memoranda

1. Additional Costs

We will pay the necessary and reasonable expenses that **you** incur in repairing or reinstating the **building(s)** following **damage** insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others.
- the cost of clearing the site and making it and the **premises** safe.
- the cost of complying with any government or local authority requirement following **damage** unless **you** were given notice of the requirement before the **damage**.

We will not pay:

- fees for preparing a claim under this section.
- for the cost of undamaged parts of the **building(s)** (except the foundations of the **damaged** parts).
- the cost of work stipulated in any notice already served upon **you**.
- costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent.
- costs or expenses arising from pollution or contamination or property not insured by this Policy.
- any rate, tax or other charge arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any Public Authority, Regulation or Bye-Law.

2. Automatic Reinstatement of the Sum Insured

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary provided that **you**:

- pay the appropriate additional premium
- take immediate steps to carry out any amendments in the protection of the **building(s)** as **we** may require.

The most **we** will reinstate in any one Period of Insurance is the sum insured.

3. Average

The sum insured under each **building** is separately subject to **average**.

4. Excess

The **excess** applicable under this section is shown in the Schedule attached to this Policy.

5. Inflation Protection

To protect **you** from the effects of inflation, **we** will automatically increase the sum insured each year. **We** will work out the renewal premium on the revised sum insured.

6. Joint Interest Clause

If **you** are selling your **building** **we** will insure the buyer up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the Policy.

7. Limits

The most **we** will pay for **damage** to the **building(s)**, including additional costs, is the sum insured under Section A.

8. Mortgagees Clause

If the **building(s)** are mortgaged, the interest of the mortgagee in this insurance will not be prejudiced by any act or neglect of the mortgagor or occupier of the **building(s)** insured by this Policy which increases the risk of **damage** without the authority or knowledge of the mortgagee provided that the mortgagee on becoming aware of an increase in the risk of **damage** advises **us** immediately and pays an additional premium if required.

9. Pollution & Contamination Clause – Special conditions applying to Section A

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) where **damage** to the property insured is caused by:

- pollution or contamination which itself results from any of the insured events 1 – 6 under this section
- any of the insured events 1 – 6 under this section which itself results from pollution or contamination.

10. Retention

Where **we** pay the costs of repair or reinstatement under Section A – Buildings, **we** 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 **you** on completion of the work and on receipt of appropriate documentation validating the costs incurred by **you** for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

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

11. Water Table Clause

The cover provided by section A – Buildings does not include **damage** or consequential loss solely due to change in the water table level.

12. Settling Claims

We will pay the full cost of repair or reinstatement of the **damaged** part of the **building(s)** provided that the work is done without delay or at **our** option **we** will arrange for the work to be carried out. However, **we** will take off an amount for wear and tear if the **building(s)** are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **building(s)** when new.

Your attention is drawn to the **General/Claims Conditions and General Exclusions** detailed from pages 37 – 45 of the Policy.

Section B: Trade Contents

Meaning of Words

Trade Contents

1. Trade fixtures and fittings, machinery and all other contents including:
 - the shop front and, if fixed to the **building(s)** any external signs, fitments and blinds
 - any telephone installation, gas or electricity meter
 - **business** books for their value as stationery plus the cost of clerical labour to reproduce them
 - your pedal cycles, clothing and personal effects or those of your **employees** up to €650 any one person.
 - Tenants improvements and decorations for which **you** are responsible
2. Stock in trade and goods in trust
3. Stock of Tobacco and Cigarettes
4. Stock of Video Tapes for sale or hire
5. Stock of Wines and Spirits

all contained in the **building(s)** and belonging to **you** or for which **you** are legally liable.

The following property is not included as Trade Contents:

- glass in the shop front
- personal belongings comprising jewellery and furs.
- Landlord's fixtures and fittings.
- wallpapers, ceilings, panellings and the like.
- motor vehicles, watercraft, aircraft and fitted accessories.
- livestock.
- deeds, bonds, bills of exchange, promissory notes, securities, medals, coins or stamps forming part of a collection.
- documents, manuscripts, plans, patterns, models, moulds or designs.
- computer systems records.
- explosives.
- cash, stamps, banknotes, bus tickets and lottery tickets except as provided for elsewhere in this section.
- property more specifically insured.

| What is insured | What is not insured |
|--|--|
| <p>The Trade Contents are insured against damage caused by the events in paragraphs 1 – 9 and 13 (if operative)</p> | |
| <p>1. Fire Fire, lightning, explosion or earthquake.</p> | <p>Damage caused by bursting of a boiler (not being a boiler used for domestic purposes only).</p> |
| <p>2. Stealing</p> <ul style="list-style-type: none"> • Stealing or attempted stealing. We will also pay for damage to the saleshop where you are legally responsible for it. • Robbery or attempted robbery committed in the premises involving actual or threatened assault or violence. <p>Provided that all existing devices for securing the building(s) of the saleshop are put into full and effective operation at night and whenever the saleshop is left unattended.</p> | <p>Damage caused by stealing or attempted stealing not involving entry to or exit from the building(s) by forcible and violent means. Damage caused, or contributed to, by any of your employees.</p> <p>Damage in respect of property in the open.</p> |
| <p>3. Riot Riot, civil, labour or political disturbances or vandals or malicious people</p> | <p>Damage caused:</p> <ul style="list-style-type: none"> • by stealing or attempted stealing. • through confiscation, destruction or requisition by order of the Government or any Public Authority. • in respect of any building which is empty or not in use. <p>Damage resulting from stoppage at work.</p> |
| <p>4. Storm Storm or flood.</p> | <p>Damage caused:</p> <ul style="list-style-type: none"> • by frost, subsidence, ground heave or landslip. • to stock in trade or goods in trust in any cellar or basement unless placed on racks at least six inches above floor level. • due to a change in the water table level. • in respect of moveable property in the open. |
| <p>5. Water Escape of water from fixed water apparatus. We will also pay for damage to any fixed water apparatus caused by freezing or forcible or violent bursting where you are legally responsible for it.</p> | <p>Damage to stock in trade or goods in trust in any cellar or basement unless placed on racks at least six inches above floor level.</p> <p>Damage in respect of any building which is empty or not in use.</p> |
| <p>6. Impact Impact by aircraft or other aerial devices, any vehicle and articles falling from them or by animals.</p> | |
| <p>7. Aerial Falling aerials, aerial fittings and masts</p> | <p>Damage caused by the erection, dismantling, repair or maintenance of such apparatus.</p> |
| <p>8. Oil Leakage of fuel oils used solely for domestic purposes in connection with the building(s).</p> | |

| What is insured | What is not insured |
|--|--|
| <p>9. Trees Falling trees or branches.</p> | <p>Damage caused by felling or lopping trees.</p> |
| <p>10. Glass Accidental breakage of fixed glass in windows, doors, shop front, showcases, counters and shelves for which you are legally responsible in the saleshop premises. The most we will pay is the cost of replacing broken glass with glass of similar quality. We will also pay up to a maximum of €650 for:</p> <ul style="list-style-type: none"> • the cost of boarding up until the broken glass is replaced. • Damage to the trade contents caused by breakage of glass in the shop front. • Damage to frames and framework of any description and the cost of removing or replacing any Trade Contents which may have to be removed to replace the glass. • Stained glass. • Rectifying of Alarm Systems. • Silvering, lettering, bending or ornamental glass | <ul style="list-style-type: none"> • Damage resulting from repairs or alterations to the premises. • Breakage of cracked or scratched glass. • In respect of any building empty or not in use. |
| <p>11. Sanitary Ware Accidental breakage of fixed sanitary ware</p> | <p>Damage resulting from repairs or alterations to the premises.</p> |
| <p>12. Seasonal Increase The sums insured on the Schedule in respect of items 2, 3, 4 and 5 of section B will be automatically increased each year by 25%</p> <ul style="list-style-type: none"> • during November and December. • for 30 days before Easter Day. • or for any other three month period to which we agree in writing. | |

| What is insured | What is not insured |
|---|---|
| <p>This cover is operative only if indicated in the Schedule.</p> | |
| <p>13. Accidental Damage Accidental damage not caused by the events under paragraphs 1-9 of this section.</p> | <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • insects, parasites, vermin or domestic pets. • atmospheric or climatic conditions or the action of light. • alteration, repair, maintenance, decoration, restoration, dismantling or renovation. • demolition, structural alteration or structural repair. • drying, dyeing, washing or cleaning. |

What is insured**What is not insured**

Damage caused by or consisting of:

- inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials
- faulty or defective workmanship, operational error or omission, on the part of **you** or any of your **employees**
- gradually operating causes
- 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 **you**
- 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.

Damage caused by or consisting of:

- corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring or scratching.

Damage 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 with the above.
- mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates.

Damage caused by or consisting of:

- subsidence, ground heave or landslip unless resulting from fire, explosion, earthquake or the escape of water from any tank apparatus or pipe.
- normal settlement or bedding down of new structures within 2 years of their completion or during the contract maintenance period which is the larger.

Damage caused by or consisting of:

- acts of fraud or dishonesty.
- disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

| What is insured | What is not insured |
|---|--|
| | <p>Damage to building(s) caused by its own collapse or cracking unless resulting from a defined peril in so far as it is not otherwise excluded.</p> <p>Damage in respect of moveable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.</p> <p>Damage caused by fire resulting from its undergoing any heating process or any process involving the application of heat.</p> <p>Damage in respect of</p> <ul style="list-style-type: none"> • jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books • property in transit • computers or data processing equipment • money cheques, stamps, bonds, credit cards or securities of any description <p>other than such damage caused by a defined peril in so far as it is not otherwise excluded.</p> |
| <p>14. Rent Payable If the building(s) is made uninhabitable by damage which is insured by this section, we will pay for rent that you are liable to pay, until the building(s) is repaired or reinstated. The most we will pay is 25% of the sum insured by item 1 of section B as specified in the Schedule as applying to the building(s). The work of repair or reinstatement must be done without delay.</p> | |

Additional Cover

| What is insured | What is not insured |
|--|--|
| <p>1. Fire Brigade Charges The cover provided by this Policy is extended to include cover for charges that are levied by a fire authority in accordance with the Fire Services Act 1981 in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Policy in circumstances which have given rise to, or would have given rise to damage arising from a cause which is not an excluded cause.</p> | <p>Any amount in excess of €6,500. This cover is excluded if section A Buildings is operative.</p> |

| What is insured | What is not insured |
|--|--|
| <p>2. Property Temporarily Removed</p> <p>We will pay for damage to trade contents caused by any event in paragraphs 1-9 provided that:</p> <ul style="list-style-type: none"> the trade contents remain within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or the Republic of Ireland. | <p>We will not pay for:</p> <ul style="list-style-type: none"> stock or goods in trust your belongings or those of your employees damage caused by storm or flood while in the open. <p>The most we will pay is 15% of the sum insured by item 1 of section B as specified in the Schedule or €10,000 whichever is less.</p> |
| <p>3. Replacement of Locks</p> <p>We will pay for the necessary replacement of locks following the loss of keys to the building(s) or to any safe or strongroom in the building(s) by stealing from:</p> <ul style="list-style-type: none"> the building(s) the home of any employee or Director. <p>Provided that if the keys are to a safe, they are not left in the building(s) overnight.</p> | <p>Any amount in excess of €650.</p> |

Memoranda

1. Automatic Reinstatement of the Sum Insured

- We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give written notice to the contrary provided that **you**:
 - pay the appropriate additional premium
 - take immediate steps to carry out any amendments in the protections of the **premises** that **we** may require.

The most **we** will reinstate in any one Period of Insurance is the sum insured.

2. Average

The sums insured by this section are subject to **average**.

3. Burglar Alarm Condition

The following condition applies in respect of No.2 of Section B: Trade Contents – Stealing or attempted Stealing. The Burglar Alarm installed in accordance with the specification is put into full and effective operation at night and whenever the **business** portion of the **premises** are closed for **business** or left unattended. **We** will not regard the Burglar Alarm as effective if the specification provides for a 999, direct line or central station warning system and **you** have had notice of the withdrawal of the Garda Siochana, telephone or central station service and such service had actually been withdrawn. The Burglar Alarm is maintained by an installer approved by **us**.

All keys of the **premises**, the Burglar Alarm and of any safes or strongrooms are removed from the **premises** at night and whenever the **premises** are closed for **business** or left unattended. Where **you** or one of your **employees** occupy part of the **premises** for residential purposes the keys must be removed from the **business** part of the **premises**.

If circumstances should arise which render **you** unable to comply with any part of this condition **you** should contact **us** immediately to see if help can be given to obtain reinstatement of cover.

Breach of this condition shall only invalidate claims in respect of the **premises** at which the breach has occurred.

4. Debris Removal Costs

We will pay for costs and expenses incurred for removing debris of the **trade contents** following **damage** by any of the events in paragraphs 1-9 of Section B: Trade Contents.

We will not pay for:

- costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent
- costs or expenses arising from pollution or contamination of property not insured by this Policy.

5. Excess

The **excess** applicable under this section is shown in the Schedule attached to the Policy.

6. Inflation Protection

To protect **you** from the effects of inflation **we** will automatically increase the sum insured each year. **We** will work out the renewal premium on the revised sums insured.

7. Limits

The most **we** will pay under any item is the sum insured applicable to that item.

8. Pollution & Contamination Clause – Special conditions applying to Section B

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) where **damage** to the property insured is caused by:

- pollution or contamination which itself results from any of the insured events 1 – 6 under Section B: Trade Contents.
- any of the insured events 1 – 6 under Section B: Trade Contents which itself results from pollution or contamination.

9. Water Table Clause

The cover provided by Section B: Trade Contents does not include **damage** or consequential loss solely due to change in the water table level.

10. Settling Claims

In the event of **damage** by an event in paragraphs 1 – 9 under Section B: Trade Contents to the property insured:

- under Item 1 trade fixtures and fittings **we** will pay the full cost of repair or reinstatement of the property to a condition equal to but not better than its condition when new, provided that the cost is incurred. If the property has not been maintained in good repair **we** will make a deduction for deterioration.
- under any other item in Section B **we** will indemnify **you** either by payment, repair or at **our** option, reinstatement.
- **we** will note the interest of parties supplying property to **you** under a hiring, leasing, or similar agreement once the nature and extent of any interest is disclosed by **you**.

Section B: Trade Contents Cont'd.

Meaning of Words

15. Money

Business Hours

Any time when **you** or any of your **employees** or Directors with responsibility for **money** are in the **business** portion of your **premises** for the purpose of your **business**.

Money

Cash, bank and currency notes, postal orders, cheques, banker's drafts, bills of exchange, unused units in postage stamp franking machines, postage stamps, revenue stamps, luncheon vouchers, trading stamps, credit card sales vouchers, telephone call cards, bus tickets, lottery tickets for nominal unsold value, consumer redemption vouchers and gift tokens accepted by **you** and VAT purchase invoices, all pertaining to the **business** and belonging to **you** or for the purpose of your **business**.

| What is insured | What is not insured |
|---|--|
| <p>Physical damage to:</p> <ul style="list-style-type: none"> • money • safes or strongrooms which normally contain money caused by stealing or attempted stealing. <p>Provided that:</p> <p>(a) whenever the building(s) are unattended any safe containing money is securely locked and all keys to that safe are removed from the premises or kept on your person or one of your employees.</p> <p>(b) you keep a complete record of money in transit and on your premises and deposit that record in a secure place other than a safe or strongroom containing money.</p> <p>(c) in regard to lottery tickets for nominal unsold value, you shall give immediate notice to An Post National Lottery Company and to the Gardaí.</p> <p>(d) you keep a complete record of An Post National Lottery Company Tickets and deposit that record in a secure place other than with the tickets themselves or a safe or strongroom containing money. The record shall contain serial numbers of such tickets including the first and last tickets sold each day.</p> | <p>Loss from any unattended road vehicle.</p> <p>Damage caused by or due to:</p> <ul style="list-style-type: none"> • the dishonest acts of any employee not discovered within 14 days of the occurrence • clerical or accounting errors. <p>Damage to money belonging to the Post Office Authority.</p> |

Limits

The most we will pay is listed as follows:

| | |
|--|----------|
| For money in the form of crossed cheques, postal orders, crossed banker's drafts, credit card sales vouchers, unused units in postage stamp franking machines and VAT purchase invoices | €325,000 |
| For money in any other form: | |
| (i) in transit by you or your employees as per custodian clause | €4,000 |
| (ii) in transit by post (but no more than €7 per packet while in transit by unregistered post) | €2,000 |
| (iii) in any bank night safe | €4,000 |
| (iv) in your premises during business hours | €4,000 |
| (v) in your premises during business hours while unattended and not in a locked safe or strongroom | €325 |
| (vi) in your premises outside business hours in a locked safe or strongroom | €2,000 |
| (vii) in your premises outside business hours not in a locked safe or strongroom | €325 |
| (viii) in your home or that of any authorised employee | €650 |
| (ix) elsewhere | NIL |

Custodian Clause

It is a condition that **money** 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**.

Please refer to your own Policy and Schedule for your specific money limit.

| Amount of Money | Custodian(s) |
|---|---|
| 1. Up to but not exceeding €4,000 | In Custody of at least one fully responsible able bodied person. |
| 2. Exceeding €4,000 but not exceeding €8,000 | In Custody of at least two fully responsible able bodied persons. |
| 3. Exceeding €8,000 but not exceeding €13,000 | In Custody of at least three fully responsible able bodied persons. No one person to carry more than €4,000 unless an approved security carrying bag is used. |

| What is insured | What is not insured |
|--|---|
| <p>16. Malicious Attack</p> <p>We will pay the sum or sums set out in the Table of Benefits shown below if you or any employee sustain bodily injury by violent, external and visible means as a result of malicious attack by anyone stealing or attempting to steal money or trade contents provided that:</p> <ul style="list-style-type: none"> • You or any employee is engaged on your business at the time of the attack. • The money or Trade Contents are insured under the Policy. • Under Benefit E we will not pay the benefit for more than 104 weeks. | <ul style="list-style-type: none"> • We will not pay for more than one benefit for the same period of time. • No benefit shall be paid until its entire amount has been agreed. • We will not pay for death, injury, loss or disablement caused, prolonged or complicated pre-existing physical weakness, defect or disease or by any previously sustained injury. |
| <ul style="list-style-type: none"> • We will only pay a benefit if death or disablement occurs within twelve months of the date of injury. • If we are satisfied that disability under Benefit E is permanent, Benefit D shall become payable when Benefit E is exhausted. Except for this, we will not pay more than one benefit for the same accident. | |

Table of Benefits

If **you** or any **employee** sustain bodily injury by violent, external and visible means which is the only and direct cause of:

| | Benefit per unit |
|--|---|
| A Death | €20,000 |
| B Total loss of one or more limbs | €20,000 |
| C Loss of Sight | €20,000 |
| D Permanent total inability to attend to any occupation or business | €20,000 |
| E Temporary total inability to attend to the usual occupation or business | Normal weekly wage or salary up to €260 |

If any clothing or personal belongings of **you** or an **employee** are **damaged** as a result of malicious attack by anyone attempting to steal **money** or **trade contents**, **we** will pay for that loss. The most **we** will pay for any one person is €325.

| What is insured | What is not insured |
|---|--|
| <p>17. Goods in Transit</p> <p>We will pay for damage to goods in transit in the course of collection and delivery anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland by you or your employees caused by any of the insured events 1-9 Section B: Trade Contents.</p> <p>The most we will pay is 10% of the sum insured stated on the Schedule or €4,000 whichever is the lesser for trade contents under Section B.</p> | <p>Any damage caused by stealing or attempted stealing or robbery or attempted robbery.</p> <p>Any damage to property in the open by storm or flood.</p> |

Meaning of Words

18. Business Interruption

Income

The **money** paid or payable to **you** in the course of your **business** at the saleshop **premises** for goods sold or delivered and services provided less the purchase cost of the goods.

Indemnity Period

The period beginning with the occurrence of the **damage**, and ending not later than 12 months after, during which the results of the **business** shall be affected in consequence of the **damage**.

Notifiable Disease

Illness sustained by any person resulting from:

- (a) food or drink poisoning
- (b) one of the following human infectious or human contagious diseases (which listing below is exhaustive):

Acute encephalitis, Acute poliomyelitis, Anthrax, Bubonic Plague, Cholera, Diphtheria, Dysentery, Leprosy, Leptospirosis, Malaria, Measles, Meningitis, Meningococcal Infection, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Rabies, Relapsing fever, Rubella, Scarlet fever, Smallpox, Tetanus, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Viral haemorrhagic, Whooping cough, Yellow fever an outbreak of which the competent local authority has stipulated will be notified to them.

For the avoidance of doubt the above listing of diseases does not affect the operation of the Communicable Disease Exclusion in this Policy regarding non-coverage of third party liability arising out of the circumstances set out in that Exclusion.

What is insured

Cover

We will pay for the loss of **income** occurring during the **indemnity period**, resulting from **damage** caused by any of the insured events 1-11 under this section to any of the following:

- the **Trade Contents** or glass insured under this section
- the **buildings** of the **premises** shown in the Schedule

Provided that:

at the time of the **damage** there shall be an insurance in force covering your interest in the property at the **premises** against **damage** and that payment shall have been made or liability admitted under that insurance.

- property in the vicinity of the **premises** which prevents or hinders the use of the saleshop or access to it.

We will pay:

- the difference between the **income you** would have received during the **indemnity period** if there had been no **damage** and the **income you** actually received during that period
- extra expenses that **you** necessarily and reasonably incur in order to minimise the interruption or interference with the **business** during the **indemnity period**. Provided that the expenses incurred are not more than the reduction in **income** which would otherwise have been incurred
- Professional accountants' charges reasonably incurred for producing details that **we** require for any claim for loss of **income**.

We will take into account in calculating the payment:

- any savings during the **indemnity period** from **business** expenses payable out of **income** which stop or are reduced as a result of the **damage**
- any **income you** earn from conducting the **business** elsewhere during the **indemnity period**.

The definition of **damage** includes:

1. (a) an outbreak of any **notifiable disease** occurring at the **premises** or which is attributable to food or drink supplied from the **premises**.
(b) the discovery of vermin or pests at the **premises** which causes a competent local authority to restrict the use of the **premises**
(c) closure of the **premises** by a competent local authority because of defects in the drains or other sanitary arrangements.
(d) murder or suicide occurring at the **premises**.

Provided that the beginning of the **indemnity period** will be:

- (i) in the case of (a) and (d), when the incident happens or is discovered.
- (ii) in the case of (b) and (c), the date when the restrictions on the **premises** are applied for the period specified in the **indemnity period**.

The maximum indemnity period in respect of notifiable disease will be 3 months.

2. **damage** at any suppliers' **premises** within the Republic of Ireland.
3. The accidental failure of the public supply of electricity, gas or water at the terminal point of the supply authorities feed to the **premises**. **We** will not pay for any loss arising from the deliberate act of the supply authority.

What is insured

Limits

The most **we** will pay is three times your sum insured on **trade contents** (excluding any seasonal increase granted under 12 seasonal increase of Section B: Trade Contents) except for:

- 1(a) – an outbreak of any **notifiable disease** occurring at the **premises**, where the most **we** will pay is €50,000 and one Policy period.
- 2 – **damage** at suppliers' premises, where the most **we** will pay is €13,000.

Pollution & Contamination Clause – Special condition applying to Section B except Nos.20 & 21, Employers & Public & Products Liability

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) where **damage** to the property insured is caused by:

- pollution or contamination which itself results from any of the insured events 1 – 6 under Section B: Trade Contents.
- any of the insured events 1 – 6 under Section B: Trade Contents which itself results from pollution or contamination.

What is insured

19. Tenant's Liability

(this does not apply if **you** are the owner of the **building(s)**)

Your legal liability as tenant for:

- **damage** to the **building(s)** or to landlord's fixtures and fittings directly caused by any of the events in paragraphs 1-9 of Section B: Trade Contents.
- the cost of repairing accidental **damage** to underground pipes, drains and cables on the **premises**.

The most **we** will pay is 15% of the sum insured stated on the Schedule for **trade contents** under Section B: Trade Contents.

What is not insured

20. Employer's Liability

Your legal liability for bodily injury sustained by any **employee** which arises out of and in the course of his/her employment by **you** in connection with your **business**.

In addition, the cover provided is extended to include your legal liability for bodily injury sustained by any **employee** involved in the general maintenance and repair of the **building(s)** insured by this Policy.

Any Liability:

- arising out of manual work undertaken away from the saleshop **premises** other than collection or delivery by **you** or any of your **employees**.
- which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act.
- in respect of claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition.

| What is insured | What is not insured |
|--|---------------------|
| <p>We will pay, subject to the limit of liability:</p> <ul style="list-style-type: none"> all sums you become legally liable to pay for any claim for damages settled or defended with our consent and claimant's costs and expenses all costs and expenses you incur with our consent in defending any claim for damages solicitors' fees you incur with our consent for: <ul style="list-style-type: none"> a. representation at any Coroner's Inquest or Fatal Enquiry into any death b. defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event <p>Provided that the bodily injury is caused:</p> <ul style="list-style-type: none"> during the Period of Insurance within the Republic of Ireland. | |
| <p>Bodily Injury</p> <p>Bodily Injury shall mean:</p> <ul style="list-style-type: none"> Bodily Injury, disease or illness. Wrongful arrest, detention, imprisonment or eviction of any employee by you up to a maximum limit of Liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses. | |
| <p>Limit of Liability</p> <p>The most we will pay in respect of any one claim against you or by you or series of claims against you or by you arising out of one cause is €13,000,000.</p> <p>The amount shall be inclusive of:</p> <ul style="list-style-type: none"> all legal costs and other expenses incurred by any claimant or claimants all legal costs and other expenses incurred in defending any claim or claims. <p>Where we agree to indemnify more than one party then nothing in this Policy shall increase our liability to pay any amount in respect of one claim or series of claims in excess of the amount stated above.</p> | |

| What is insured | What is not insured |
|---|---------------------|
| <p>Discharge of Liability</p> <p>We may discharge our liability to you in respect of any claim by paying to you or on your behalf the maximum amount payable in respect of any one claim against you or by you or series of claims against you or by you arising out of one cause. If we opt to discharge our liability in this way and have made previous payments in respect of the claim against you or by you or series of claims against you or by you arising out of one cause we will pay the balance of the maximum amount to you or on your behalf.</p> | |

Extensions to the Employer's Liability Cover

| What is insured | What is not insured |
|--|---------------------|
| <p>(i) Indemnity to other people</p> <p>If the following people have a claim made against them for which you would be insured by the Employer's Liability cover we will pay any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> • any Director or employee • any Officer, Member or employee of your social, sports or welfare organisations or first aid, fire or ambulance services. <p>Provided that:</p> <ul style="list-style-type: none"> • you request us to do so • such people keep to the terms, conditions and limitations of the Policy. | |
| <p>(ii) Non-manual work abroad</p> <p>This insurance applies anywhere in the world where your employees are on temporary visits on your business for the purpose of non-manual work. Provided that they are normally resident in the Republic of Ireland.</p> | |
| <p>(iii) Private Work</p> <p>Private work carried out by any employee for you or any of your Directors.</p> | |
| <p>All the extensions to the Employer's Liability Cover are subject to the following:</p> <ul style="list-style-type: none"> • We shall not be liable under these extensions unless we have the sole conduct and control of all claims • These extensions shall not apply to any liability which is insured under any other policy • These extensions are subject to the terms, limitations and conditions of the Policy. | |

| What is insured | What is not insured |
|---|---|
| <p>21. Public and Products Liability Your legal liability for:</p> <ul style="list-style-type: none"> accidental death or accidental bodily injury to any person accidental damage to material property accidental obstruction, accidental trespass, accidental interference with pedestrian, road, rail, air or waterborne traffic <p>occurring during the Period of Insurance within the Republic of Ireland in connection with the business at the saleshop premises or arising out of defects in any goods or commodities sold, supplied, repaired or serviced in connection with the business.</p> | <p>Any Liability:</p> <ul style="list-style-type: none"> for accidental death or accidental bodily injury, sustained by any employee or Director in the course of his/her employment by you in connection with your business. arising from professional advice given by you for a fee or in circumstances where a fee would normally be charged. arising out of treatment or the dispensing of medicines or drugs. arising in connection with the ownership possession or use of dangerous dogs as specified in the regulations made under the Control of Dogs Acts 1986 or any subsequent amending legislation where such ownership possession or use is not in accordance with the provision of such regulations. which arises from ownership of the premises. for the cost of repairing, replacing, reinstating, rectifying, recalling or guaranteeing the performance of any goods sold, supplied, repaired or serviced in connection with the business. for damage to property which belongs to you or is held in trust by you or borrowed, rented, leased or hired for use by you this shall not apply to: <ul style="list-style-type: none"> i. personal property (including vehicles and contents) of your visitors, Directors or employees. ii. building(s) or their contents temporarily occupied by you for the purpose of carrying out work. iii. premises rented, hired, leased or lent to you unless the liability attaches solely because of a contract or agreement. for damage to that part of any property upon which you or your servant or agent has been working, where the damage is a direct result of such work. for liquidated damages or fines or penalties which attach solely because of a contract or agreement. |

| What is insured | What is not insured |
|-----------------|---|
| | <ul style="list-style-type: none"> • arising from the ownership, possession or use by you or on your behalf of any mechanically propelled vehicle or mobile plant or trailer whether attached or not attached to a vehicle. <ul style="list-style-type: none"> i. which is licensed for road use. ii. for which compulsory motor insurance or security is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act. iii. which is more specifically insured this shall not apply to the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured. • arising from any contract or agreement, which imposes a liability that you would not otherwise have been under. • for claims brought against you in courts outside the Republic of Ireland. • for compensation ordered or awarded by a Court of Criminal Jurisdiction. • arising from any commodities or goods hired out. • arising out of manual work undertaken away from the saleshop premises other than collection or delivery by you or any of your employees. • arising from the ownership, possession or use by you or on your behalf of: <ul style="list-style-type: none"> i. craft designed to travel through air or space. ii. hovercraft or watercraft. • arising from lifts, hoists, escalators, boilers or other similar hazardous equipment which are subject to statutory inspection unless an inspection contract with a qualified engineer (which fully complies with statutory inspection legislation) is in force at the time of any incident giving rise to a claim. • in respect of claims arising in connection with any work of building construction, reconstruction, structural alteration or demolition. |

| What is insured | What is not insured |
|--|---------------------|
| <p>Bodily Injury Bodily Injury shall mean:</p> <ul style="list-style-type: none"> • Bodily Injury, disease or illness • Wrongful arrest, detention, imprisonment or eviction of any person other than any employee by you up to a maximum limit of Liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses. | |
| <p>Discharge of Liability We may discharge our liability to you in respect of any claim by paying to you or on your behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If we opt to discharge our liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event we will pay the balance of the maximum amount to you or on your behalf. We will also pay legal costs incurred prior to the date of such payment.</p> | |
| <p>Limit of Liability The most we will pay, unless otherwise stated, for all claims made for any one accident or series of accidents occurring in connection with any one event is €2,600,000. For claims arising from commodities or goods sold, supplied, repaired or serviced by you or on your behalf, the most we will pay for any one Period of Insurance is €2,600,000. We will also pay all legal costs awarded to any claimant or incurred in defending any claim that is contested with our consent.</p> | |
| <p>Pollution and Contamination Clause – Special condition applying to No. 21 of Section B – Public and Products Liability. Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. The most we will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is €2,600,000. Provided that the most we will pay will not increase and we will not pay more than the limit stated under No. 21 of section B – Public and Products Liability. For the purpose of this condition “Pollution or Contamination” shall mean:</p> <ul style="list-style-type: none"> • all pollution or contamination of building(s) or other structures or of water or land or the atmosphere; and • all damage or bodily injury directly or indirectly caused by such Pollution or Contamination. | |

Extensions to the Public Liability Cover

| What is insured | What is not insured |
|--|---|
| <p>(i) Cross Liabilities</p> <p>Where this Policy is in the joint names of more than one party we will deal with any claim as though a separate Policy had been issued to each of them.</p> | |
| <p>(ii) Personal Liability during visits abroad</p> <p>The personal liability of:</p> <ul style="list-style-type: none"> • you • any employee or Director • the family of any employee or Director while accompanying such a person during temporary visits anywhere in the world in connection with your business. Provided that any person listed above shall keep to the terms, limitations and conditions of this Policy as they apply to the Public Liability cover. | <p>Any liability:</p> <ul style="list-style-type: none"> • arising from any contract or agreement, which imposes a liability that you would not otherwise have been under. • arising from the ownership or occupation of any land or building(s). • arising from the carrying on of any trade or profession. • arising from the ownership, possession or use of: <ul style="list-style-type: none"> i. firearms other than sporting guns. ii. mechanically propelled vehicles. iii. craft designed to travel through air or space. iv. hovercraft or watercraft. v. animals of dangerous species. • arising from damage to property owned or held in trust by: <ul style="list-style-type: none"> i. you ii. any employee or Director iii. the family of any employee or Director while accompanying such people during temporary visits anywhere in the world in connection with your business. • for accidental death or accidental bodily injury, sustained by: <ul style="list-style-type: none"> i. you ii. any employee or Director iii. the family of any employee or Director while accompanying such people during temporary visits anywhere in the world in connection with your business. |

| What is insured | What is not insured |
|---|---------------------|
| <p>(iii) Indemnity to other people</p> <p>If the following people have a claim made against them for which you would be insured by the Public Liability cover, we will pay for any amounts for which they are legally liable:</p> <ul style="list-style-type: none"> • any Director or employee • any Officer, Member or employee of your social, sports or welfare organisations or first aid, fire or ambulance services provided that: • you request us to do so • such people shall keep to the terms, conditions and limitations of this Policy. | |
| <p>(iv) Private Work</p> <p>Private work carried out by any employee for you or any of your Directors.</p> | |
| <p>(v) Non-manual work abroad</p> <p>This insurance applies anywhere in the world where your Directors, employees or partners are on temporary visits on your business for the purpose of non-manual work, provided that they are normally resident in the Republic of Ireland.</p> | |
| <p>All the extensions to the Public Liability cover are subject to the following:</p> <ul style="list-style-type: none"> • We shall not be liable unless we have the sole conduct and control of all claims. • The most we will pay will not increase and we will not pay more than stated. • These extensions shall not apply to any liability which is insured under any other policy. • These extensions are subject to the terms, limitations and conditions of the Policy. | |

Extension Applicable to Nos. 20 Employer’s Liability and 21 Public and Products Liability of Section B and No. 14 Property Owner’s Liability of Section A within the Policy.

Safety, Health and Welfare at Work Legislation

This section of the Policy is subject to it’s terms and limitations and extends to indemnify **you** or any Director or **employee** of **you** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **our** consent to act for or on behalf of **you** or any director or **employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act Legislation committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such Director or **employee** or **you** arising from such proceedings provided always that:

1. This extension shall apply only to proceedings brought in a Court of Law in Ireland.
2. **We** will be under no liability:
 - (a) where **you** or any Director or **employee** is insured by any other Policy.
 - (b) where the criminal charge is in respect of any deliberate or intentional criminal act of **you** or any Director or **employee**.

- (c) in respect of legal fees and expenses which **you** or any Director or **employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Director or **employee**.
 - (d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices.
 - (e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.
3. **You** or any Director or **employee** shall give to **us** immediate notice of any summons or other process served upon **you** or any Director or **employee** and of any event that may give rise to proceedings against **you** or any Director or **employee**.

Your attention is drawn to the **General/Claims Conditions and General Exclusions** detailed from pages 37 – 45 of the Policy.

Section C: Frozen Food

Meaning of Words

Appliance

Any frozen food cabinet, deep freezer, cold room or cold store the age of which is not more than 10 years old and is within the **building(s)**.

Other words with special meanings are defined on page 5 and 6.

They are: **average, building(s), damage, premises, you** and **we**.

| What is insured | What is not insured |
|---|---|
| <p>Damage to all frozen food contained in any appliance caused by:</p> <ul style="list-style-type: none"> • change in temperature resulting from: <ul style="list-style-type: none"> (i) mechanical or electrical breakdown of the appliance. (ii) accidental failure of the public electricity supply at the terminal points of the supply authority's feed to the premises. • accidental leakage of refrigerant or refrigerant fumes. <p>The most we will pay is the sum insured shown in the Schedule.</p> | <p>Damage caused by your wilful neglect.</p> <p>Damage caused by the failure of the public supply of electricity due to the deliberate act of the supply authority.</p> <p>Damage caused by wear and tear.</p> <p>Damage to any appliance on the expiry of any guarantee period unless a maintenance contract is in force for each appliance with a manufacturer, installer or a competent refrigeration Engineer.</p> |
| <p>Average</p> <p>The sum insured under this section is subject to average.</p> | |
| <p>Inflation Protection</p> <p>To protect you from the effects of inflation we will automatically increase the sum insured each year. We will work out the renewal premium on the revised sum insured.</p> | |

Your attention is drawn to the **General/Claims Conditions and General Exclusions** detailed from pages 37 – 45 of the Policy.

Section D: "All Risks"

Meaning of Words

Words with special meanings are defined on page 5 and 6.

They are: **average, damage, premises, we and you.**

| What is insured | What is not insured |
|---|---|
| Damage to the property shown in the Schedule from any cause occurring at the premises | Mechanical or electrical breakdown. Damage caused by: <ul style="list-style-type: none">• wear and tear or gradual deterioration, moth or vermin or climatic conditions.• cracking, scratching or breakage of records, glass or other brittle material.• any process of cleaning, alteration, maintenance or repair.• the use of bent, or false coins. |
| Settlement of Claims We will pay the full cost of repair or reinstatement of the property insured to a condition equal to but not better than its condition when new provided that the cost is incurred. | |
| Average The sum insured under this section is subject to average . | |
| Inflation Protection To protect you from the effects of inflation we will automatically increase the sum insured each year. We will work out the renewal premium on the revised sum insured. | |

Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from pages 37 – 45 of the Policy.

Section E: Goods In Transit

Meaning of Words

Working Hours

The whole period during which the vehicle is being used by its driver in connection with your **business**.

Other words with special meanings are defined on page 5 and 6 or in Section B. They are: **average, damage, employee, trade contents** and **we**.

| What is insured | What is not insured |
|--|---|
| <p>Damage to the trade contents while in transit to or from the premises anywhere in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and the Republic of Ireland by you or any employee.</p> <p>The most we will pay is the sum insured in the Schedule.</p> | <p>Damage to trade contents in a mobile shop. Loss from an unattended vehicle unless the vehicle:</p> <ul style="list-style-type: none">• during working hours has all doors and windows and other means of access securely fastened and locked.• at all times out of working hours is housed in a securely locked garage. <p>Damage arising from:</p> <ul style="list-style-type: none">• depreciation, delay, inadequate documentation or consequential loss.• wear and tear, breakdown of refrigeration, defective packing, mildew, vermin or contamination.• the carriage of fireworks or other dangerous goods. <p>Any damage caused to Brittle Goods unless by fire, collision or overturning.</p> <p>The first €250 of damage.</p> |

Your attention is drawn to the **General/Claims Conditions and General Exclusions** detailed from pages 37 – 45 of the Policy.

Section F: Personal Accident

Meaning of Words

Assured

You and any of your **business** Partners, Directors or **employees** aged over 16 and under 70 years who are employed and normally resident in the Republic of Ireland.

Usual Occupation

The occupation of the **assured** as stated in your records at the date of the injury.

Other words with special meanings in this section are defined on pages 5 & 6. They are: **business, employee, us, we** and **you**.

| What is insured | What is not insured |
|---|--|
| <p>1. Accidental bodily injury by violent, external and visible means (including exposure which results from an accident to an aircraft, vehicle or vessel in which the assured is travelling) sustained by the assured during the Period of Insurance.</p> <p>2. Disappearance of the assured which after:</p> <p>(i) a reasonable time has passed,</p> <p>(ii) suitable evidence has been produced satisfies us that death of the assured as a sole and direct result of accidental bodily injury as defined above may reasonably be presumed.</p> <p>Provided that you agree in writing to refund us the benefit paid if such death is subsequently found not to have happened.</p> | <p>Death, injury, loss or disablement caused:</p> <ul style="list-style-type: none"> prolonged or complicated by any pre-existing physical weakness, defect or disease or by any previously sustained injury. by the assured motor-cycling, hunting, mountaineering, racing other than on foot, playing football, ice hockey or polo, skiing, tobogganing, parachuting hang-gliding, bungee-jumping, pot-holing or using power-driven woodworking machinery. by the assured flying except as a passenger in a properly certificated or licensed power driven aircraft constructed to carry passengers. by the assured being insane or under the influence of drink or drugs, committing suicide or any act of intentional self-injury, being or having been pregnant or taking part in civil commotion or riot of any kind. |

Table of Benefits

If accidental bodily injury is the only and direct cause of:

| | Benefit per unit |
|---|---|
| 1. Death | €20,000 |
| 2. Permanent total loss of one or more limbs | €20,000 |
| 3. Permanent total loss of all sight in one or both eyes | €20,000 |
| 4. Permanent total inability to attend to any occupation or business | €20,000 |
| 5. Temporary total inability to attend to the usual occupation | Normal weekly wage or salary up to €260 |

Limits and Settling Claims

- We** will pay the sum or sums according to the number of units of benefit as shown in the Schedule provided that death or disablement occurs within twelve months of the date of injury.
- Under Benefit 5 above **we** will not pay the benefit for more than 104 weeks.
- If **we** are satisfied that disability under Benefit 5 is permanent, Benefit 4 shall become payable when Benefit 5 is exhausted. Except for this, **we** will not pay more than one benefit for the same accident.
- We** will not pay for more than one benefit for the same period of time. No benefit shall be paid until its entire amount has been agreed except that under benefit 5 **we** will on request make interim payments before the end of the period of disability at not less than four-weekly intervals.
- We** will not pay more than €325,000 in respect of all **assured** travelling in any one aircraft.

Special Conditions

1. No benefits shall be paid for any period earlier than seven days before **we** receive notice in writing of a claim.
2. **You** must supply all certificates, supporting evidence and information within such time that **we** may reasonably require at your own expense. In the event of non-fatal injury **we** shall be entitled to request examinations by a medical referee appointed by **us** and in the event of death **we** shall be entitled to have a post-mortem examination.

Your attention is drawn to the **General/Claims Conditions and General Exclusions** detailed from pages 37 – 45 of the Policy.

General Conditions

1. Alteration of Risk

You must tell **us** immediately of any changes to the following provided by **you** to **us** 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 **us**;
- (b) the information provided and recorded in any Statement of Fact issued to **you**;
- (c) the declarations made by **you** or on your behalf; and / or
- (d) any additional information voluntarily provided.

When **you** notify **us** about a change as above, or if **you** otherwise becomes aware of any such change, as referenced above, **we** may reassess the premium chargeable and Policy cover more generally.

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

2. Cancellation

We have the right to cancel this Policy or any section, or part of it, by giving 14 days' notice in writing by registered letter to your last known address.

3. 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 to them shall be deemed to be Euro.

Insert 2 new conditions between 'Currency' and 'Fire Extinguishing Appliances'

4. Duty to Comply with Policy Conditions

You 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 **you**, to include **you** cooperating with **us** 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, your compliance with the terms, limitations, exclusions, conditions and endorsements of this Policy shall be a condition precedent to any liability on **our** behalf to make any payment under the Policy.

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

5. 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) **you** breach any such term; and
- (b) during the period of breach **you** suffer a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**, **we** will have no liability for the loss.

6. Fire Extinguishing Appliances

You must maintain Fire Extinguishing Appliances on the salesshop **premises** in efficient working order.

7. Instalment Premium Clause

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

8. Insurance Act 1936

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

9. Interpretation

Where the wording of any endorsement attached to the Schedule or subsequently issued by **us**, conflicts with the printed wording of the Policy document the wording of the endorsement overrides the Policy document.

10. (1) Pre-Contractual Representations

You acknowledge and accept the following:

- (a) **you** have a legal duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions **we** ask in relation to the risk(s) to be insured.
- (b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
- (c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
- (d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on your behalf 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 **you** or on your behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
- (i) if **we** would not have entered into the Policy on any terms, **we** 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 **we** 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 **we** so require;
 - (iii) if **we** would have entered into the Policy, but would have charged a higher premium, **we** 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, **we** may either:
- (i) give **you** notice that in the event of a claim **we** 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 **you** involves a fraudulent misrepresentation, or where your conduct (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

11. Other Insurances

If at the time of the claim there is any other Policy covering the same property or occurrences insured by this Policy, **we** will be liable only for **our** proportionate share. If any other such Policy has a provision preventing it from contributing in like manner **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.

12. Precautions by the Insured

You will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of employees.

13. 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.

14. 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 overleaf, **we** 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, **we** do not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, **we** 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, **we** will not exercise **our** 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.

15. Survey Requirements

You must implement any requirements and recommendations made following a survey of the **premises** within the time specified by **us** or **our** representative.

Claims Conditions

1. Liability Claims

Action by **You**

On the happening of any occurrence which may give rise to a claim, or on receiving verbal or written notice of any claim by a third party, **you** shall:

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

2. Non-liability Claims

Action by You

A In the event of **damage** you shall:

- notify **us** immediately.
- notify the Gardaí immediately it becomes evident that any **damage** has been caused by stealing or attempted stealing by riot or civil, labour or political disturbances or vandals or Malicious Persons.
- carry out and permit to be taken any action which may be reasonably practicable to prevent further **damage**.
- deliver to **us** at your expense:
 - full information in writing of the property lost destroyed or **damaged** and of the amount of **damage**
 - details of any other insurances on any property insured by this Policy

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 **we** may allow.

- all such proofs and information relating to the claim as may reasonably be required
- 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 **you** shall:

- notify **us** immediately.
- deliver to **us** at your expense within 7 days of its happening full details of **damage** caused by stealing or attempted stealing, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.
- with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the **business** or to avoid or diminish the loss.

3. Arbitration

If any dispute shall arise under this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator reached a decision. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

4. Death of the Insured

If **you** die **we** will insure your legal personal representative for any liability **you** had previously incurred under the Policy provided that they keep to the terms of the Policy.

5. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and **you** either know 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**) **we** 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 **we** shall refuse all liability to **you** 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 **we** need not return any of the premiums paid under the Policy.

6. Right to Settle

We shall have the right to settle a claim by:

- the payment of **money**.
- reinstatement or replacement of the property lost or **damaged**.
- repair of the property lost or **damaged**.

If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** shall not spend on any one item, more than its sum insured.

7. Salvage

We have the right to the salvage of any insured property. In addition **we** have the right to enter the **building(s)** where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

General Exclusions

This Policy does not cover the following:

1. Communicable Disease

Liability resulting directly or indirectly from the transmission of any communicable disease or virus by **you**.

2. Cyber Risk Clarification

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 **Cyber Loss**, unless subject to the provisions of paragraph 2;

1.2 loss, **damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical **damage** to property insured under this Policy caused by any ensuing fire or explosion which directly results from a **cyber incident**, unless that **cyber incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**.
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should **data processing media** owned or operated by **you** suffer physical loss or physical **damage** insured by this Policy, then this Policy will cover the cost to repair or replace the **data processing media** itself plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **data processing media**. However, this Policy excludes any amount pertaining to the value of such **data**, to **you** or any other party, even if such **data** cannot be recreated, gathered or assembled.
4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on **cyber loss, data** or **data processing media**, replaces that wording.

Meaning of Words:

6. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.
7. **Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.
8. **Cyber Incident** means:
 - 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
 - 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.
9. **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility owned or operated by **you** or any other party.
10. **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.
11. **Data Processing Media** means any property insured by this Policy on which **data** can be stored but not the **data** itself.

3. Date Recognition

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:

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

but in respect of all insurances other than Public Liability and Products Liability this shall not exclude subsequent loss, **damage** or consequential loss (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this Policy.

Note: This exclusion does not apply to Section B, No. 20 – Employers Liability Cover of the Policy.

4. Electrical Plant

Damage to any electrical plant or **appliance** caused by its own:

- over-running
- short-circuiting
- excessive pressure
- self-heating

This exclusion shall not apply where fire spreads to cause **damage** to other plant or **appliances** or other property insured.

5. Faulty or Defective Design

Damage or consequential loss caused by faulty or defective design, materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear. This shall not apply to subsequent **damage** resulting from another cause which happens afterwards and is not otherwise excluded.

6. Liquidation

This Policy shall be voided if the **business** is wound up or carried on by a liquidator, receiver, examiner or permanently discontinued.

7. Northern Ireland

Damage to any property in Northern Ireland or loss resulting from such **damage** arising from:

- riot or civil, labour or political disturbances
- any unlawful, wanton or malicious act committed maliciously by a person or people acting on behalf of or in connection with any unlawful association or political organisation.

For the purpose of this exclusion “unlawful association” means any organisation which is engaged in terrorism and includes an organisation which is a proscribed organisation as defined in the Northern Ireland (Emergency Provisions) Act 1973. Terrorism means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. If **we** refuse to deal with a claim as a result of this exclusion and **you** dispute **our** decision, **you** must prove that the exclusion should not apply.

8. Radioactive/Aircraft

Any expense, Consequential Loss, Legal Liability or **damage** to any property directly or indirectly 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.

9. Unoccupied

Damage or loss of **income** when the **building(s)** are empty or not in use.

10. War and Terrorism

This Policy excludes loss, **damage**, cost or expense or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing currently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
- (b) any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any persons or groups(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This endorsement also excludes loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to A and/or B. If **we** allege that by reason of this exclusion, any loss, **damage**, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

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 customer care@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. Website: 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.

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.

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)
 - 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.

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.

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.

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
- Data Protection Officer, Zurich Insurance Europe AG, FREEPOST, PO Box 78, Wexford, Ireland

Customer Information

Law Applicable to this Contract

The Insurer with which your contract is concluded is Zurich Insurance Europe AG which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

Arson Prevention

Each year Insurance Companies pay out in excess of €13,000,000 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.

Building(s) 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 building(s) 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 Gardaí if anything is found.

The above measures if implemented where appropriate, should help protect your building(s) from deliberate fire.

Storm Prevention

To minimise damage from storms, we suggest the following:

- Roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace where there are signs of deterioration. Remember, your Tradestar Shops Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes damage caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

Water Damage

There are various weather hazards which you cannot avoid, but against which you can protect your Shop.

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

Burglary Prevention

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered building. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and rooflights should be fitted with key-operated security locks or stops with removable keys or key-operated security bolts with removable keys.

Liability Claims

- Accident register – Maintain an accident register to record details of all incidents/claims.

Zurich Insurance Europe AG

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666

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Website: 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.