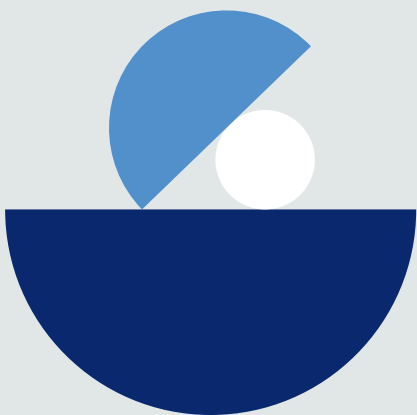




# Zurich Tradestar Commercial Property Owners Insurance

Policy Document



## **Contents of the Policy**

	Page
The Contract of Insurance	4
General Definitions	5
General Conditions	6
General Claims Conditions	10
General Exclusions	13
Material Damage 'All Risks' Section	16
Business Interruption 'All Risks' Section	26
Employers' Liability Section	31
Public Liability Section	33
Extension Applicable to Employers' Liability, Public Liability and Products Liability Sections of the Policy	36
Complaints Procedure	37
Data Protection	38
Customer Information	42

## The Contract of Insurance

### **Zurich Tradestar Commercial Property Owners Insurance Policy**

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

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

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

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

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

## General Definitions

### **Damage Or Damaged**

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

### **Consequential Loss**

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

### **Continuing Restrictive Condition**

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

### **Defined Peril**

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

### **The Business**

The **Business** or **Profession** stated in the Schedule and none other for the purpose of this insurance except as specified below.

The **Business** shall also include;

- (a) the ownership use repair decoration and the maintenance of property and premises owned by the **Insured** in connection with the **Business** as described in the Schedule of the Policy.
- (b) first aid, fire and ambulance services run by or on behalf of the **Insured**.

### **Employee**

**Employee** shall mean:

- (a) any person under a contract of service or apprenticeship with the **Insured**
- (b) any labour master or labour only subcontractor or persons supplied by any of them
- (c) any self employed person
- (d) any person under a work experience scheme
- (e) any person hired or borrowed by the **Insured**

working for the **Insured** in connection with the **Business**.

## General Conditions

### **1. Interpretation**

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

### **2. Duty to Comply with Policy Conditions**

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

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

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

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

The Insured acknowledges and accepts the following:

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

### **3.(2) Remedies for Misrepresentation**

(a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by or on behalf of an Insured involves a negligent misrepresentation, the remedy available to the Insurer shall reflect what the Insurer would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:

- (i) if the Insurer would not have entered into the Policy on any terms, the Insurer may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

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

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

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

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

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

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

#### **5. Reinstatement by the Insurer**

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

## **6. Other Insurances**

If at the time of any **Damage** or liability arising under this Policy there shall be any other insurance covering such **Damage** or liability or any part thereof the Insurer shall be liable for no more than their rateable proportion thereof and if such other insurance on any of the property hereby insured either alone or together with any other property be subject to any Condition of Average the insurance of such property under this Policy, if not already subject to any Condition of Average shall be subject to such Condition of Average in like manner.

If any other insurance effected by or on behalf of the **Insured** is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in full or in part or from contributing rateably towards the **Damage** the liability of the Insurer shall be limited to such proportion of the **Damage** as the sum hereby insured bears to the value of the property.

## **7. Subrogation**

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

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

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

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

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

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

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

## **8. Precautions by the Insured**

The **Insured** shall take all reasonable precautions for the safety of the property hereby insured and shall exercise reasonable care that only competent employees are employed and shall take all reasonable steps to prevent accidents or **Damage** to property insured and to comply with all statutory and other obligations and regulations imposed by any competent Authority and shall maintain all premises ways works machinery and plant in sound condition. In the event of the discovery of any defect or danger the **Insured** shall immediately cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

### **9. Effect of Continuing Restrictive Conditions**

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

This means that if:

- (a) the Insured breaches any such term; and
- (b) during the period of breach the Insured suffers a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by the Insured,

the Insurer will have no liability for the loss.

### **10. Cancellation**

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

### **11. Instalment Premium Clause**

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

### **12. Stamp Duty**

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

### **13. Insurance Act 1936**

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

### **14. Currency**

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



## General Claims Conditions

### 1. Liability Claims

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, the **Insured** shall:

- (a) Give immediate notice in writing to the Insurer.
- (b) Forward to the Insurer immediately on receipt any letter, claim, writ, summons or process received in connection with the occurrence.
- (c) Give all necessary information and assistance to the Insurer to enable it to deal with, settle or resist any claim as the Insurer 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 the Insurer has had an opportunity of carrying out an inspection.
- (e) The **Insured** shall not
  - (i) except at their own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer.
  - (ii) give any information or assistance to any person claiming against them without the consent of the Insurer.
- (f) The Insurer shall for so long as they desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under the Policy.

### 2. Discharge of Liability – Public Liability Section

The Insurer may at any time pay to the **Insured** in connection with any claim or series of claims the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

### 3. Discharge of Liability – Employers Liability Section

The Insurer may at any time pay to the **Insured** in connection with any claim or series of claims the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims.

#### 4. Other Claims

##### Action by the Insured

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

## **5. Fraudulent Claims**

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

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

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

## **6. Insurer's Rights Following a Claim**

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

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

## **7. Arbitration**

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

## **8. Death of the Insured**

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

## General Exclusions

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

### 3. Date Recognition Exclusion

This Policy does not cover:

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

- (1) to correctly recognise any date as its true calendar date
- (2) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (3) to capture save or retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss or the inability to capture save retain or correctly process such data on or after any date

but in respect of all insurances 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.

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

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

**Note:** This Exclusion does not apply to the Employers Liability Section of the Policy, if operative.

#### 4. 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, exceptions 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, exceptions and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured 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 the Insured 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.

**Definitions:**

- (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 the Insured 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.

## Material Damage 'All Risks' Section

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

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

### Exclusions

This Section does not cover

#### 1. **Damage** caused by or consisting of:

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

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

#### 2. **Damage** caused by or consisting of:

- 2.1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- 2.2 change in temperature colour flavour texture or finish
- 2.3 theft or any attempt thereat
  - (a) which does not involve
    - (i) entry to or exit from a building by forcible and violent means or
    - (ii) robbery committed on the premises
  - (b) to property in the open or in outbuildings
  - (c) to the fabric of the building unless the **Insured** is responsible for repairs
  - (d) in respect of any building or any part of a building which is untenanted or unoccupied for a period in excess of 60 days

**Damage** Consisting of:

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

but this shall not exclude

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

**3. Damage** caused by pollution or contamination but this shall not exclude **Damage** to the Property **Insured**, not otherwise excluded, caused by

- (a) pollution or contamination which itself results from a **Defined Peril**
- (b) a **Defined Peril** which itself results from pollution or contamination.

**4. Damage** caused by or consisting of:

- 4.1 subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
- 4.2 normal settlement or bedding down of new structures
- 4.3 acts of fraud or dishonesty
- 4.4 disappearance, unexplained or inventory shortage, misfiling or misplacing of information.

**5. Damage** to a building or structure caused by its own collapse or cracking unless resulting from a **Defined Peril** in so far as it is not otherwise excluded

**6. Damage** in respect of moveable property in the open, fences and gates caused by wind rain hail sleet snow flood or dust

**7. Damage**

- 7.1 caused by fire resulting from its undergoing any heating process or any process involving the application of heat
- 7.2 (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair

**8. Damage**

- 8.1 caused by freezing
- 8.2 caused by escape of water from any tank apparatus or pipe
- 8.3 caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation  
in respect of any building which is empty or not in use



**9. Damage** in respect of

- 9.1 jewellery precious stones precious metals bullion furs curiosities works of art or rare books
- 9.2 property in transit
- 9.3 glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
- 9.4 computers or data processing equipment
- 9.5 money cheques stamps bonds credit cards or securities of any description other than such **Damage** caused by a **Defined Peril** in so far as it is not otherwise excluded

- 10. 10.1 vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
- 10.2 property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection
- 10.3 land roads pavements piers jetties bridges culverts or excavations
- 10.4 livestock growing crops or trees unless specifically mentioned as insured by this Policy

- 11. Property which at the time of the happening of **Damage** is insured by or would but for the existence of this Section be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

- 12. Any property more specifically insured by or on behalf of the **Insured**

## **General Provisions Applicable to this Section**

### **Explosion**

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

### **Definitions**

#### **(A) Buildings**

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

#### **(B) Fire Brigade Charges**

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

#### **(C) Miscellaneous Items**

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

## **Clauses Applicable to Material Damage Section**

### **Clause 1 – Average**

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

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

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

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

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

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

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

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

### **Clause 5 – Automatic Cover**

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

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

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

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

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

#### **Clause 7 – Clearing Drains**

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

#### **Clause 8 – Electrical**

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

#### **Clause 9 – Fire Extinguishing Appliances**

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

#### **Clause 10 – Internal Transfers**

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

#### **Clause 11 – Fire Break Doors and Shutters**

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

#### **Clause 12 – Mortgagees**

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

#### **Clause 13 – Notice (Unoccupied Buildings)**

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

#### **Clause 14 – Non-Invalidation Clause**

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

#### **Clause 15 – Property Located in the Open and/or Underground**

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

#### **Clause 16 – Private Dwelling House**

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

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

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

#### **Clause 17 – Public Authorities**

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

- (1) The amount recoverable under this extension shall not include:
  - (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
    - (i) in respect of **Damage** occurring prior to the granting of this extension
    - (ii) in respect of **Damage** not insured by this Policy
    - (iii) under which notice has been served upon the **Insured** prior to the happening of the **Damage**
    - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property **Damaged**.
  - (b) the additional cost that would have been required to make good the property **Damaged** to a condition equal to its condition when new, had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen
  - (c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

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

#### **Clause 18 – Reinstatement of the Amount of any Loss**

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

#### **Clause 19 – Removal of Debris**

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

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

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

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

The Insurers will not pay for any costs or expenses:

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

#### **Clause 20 – Re-erection of Plant, Machinery, Fixtures and Fittings**

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

#### **Clause 21 – Reinstatement**

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

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

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

#### **Special Provisions**

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

If at the time of reinstatement the sum representing eighty-five per cent of the cost which would have been incurred in reinstatement if the whole of the property covered by such item had been destroyed exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any **Damage** to such property by any cause not herein excluded, then the **Insured** shall be considered as being their own insurers for the difference between the sum insured and the sum representing the cost of reinstatement of the whole of the property and shall bear a rateable proportion of the loss accordingly.
- (5) No payment beyond the amount which would have been payable under this Section if this clause had not been incorporated therein shall be made if at the time of any **Damage** to any property insured hereunder such property shall be covered by any other insurance effected by or on behalf of the **Insured** which is not upon the identical basis of reinstatement set forth herein.
- (6) Where by reason of any of the above special provisions no payment is to be made beyond the amount which would have been payable under this Section if this clause had not been incorporated therein the rights and liabilities of the Insurer and the **Insured** in respect of the **Damage** shall be subject to the terms and conditions of the Policy including any Condition of Average therein, as if this clause had not been incorporated therein.

#### **Clause 22 – Subrogation Waiver**

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

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

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

#### **Clause 23 – Temporary Removal (General)**

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

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

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

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

#### **Clause 24 – Tenancy**

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

#### **Clause 25 – Workmen**

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

#### **Clause 26 – Purchaser's Interest**

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

#### **Clause 27 – Sprinklers**

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

- (i) undertakes a test every week for the purpose of ascertaining that the Alarm Gong is in working order and that the Stop Valves controlling the individual Water Supplies and the Installation are fully open

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

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

- (v) In the event of any discharge or leakage from the said installation(s), the **Insured** shall do and permit to be done all things practicable, whether by removal or otherwise, to save and protect the property insured.
- (vi) When any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed written notice thereof is to be given to the Insurers and their agreement obtained in writing.
- (vii) The Insurers shall have access to the premises at all reasonable times for purposes of inspection of the automatic sprinkler installation(s) and if the Insurers notify the **Insured** of defects in the construction or condition of the installation(s) requiring alteration or repairs the Insurers may also at their option by notice in writing suspend the insurance under this extension until such alterations or repairs be made and approved by the Insurers.

#### **Clause 28 – Designation**

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

#### **Clause 29 – Construction of Buildings**

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

#### **Clause 30 – Retention**

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

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

The retained amount will not exceed:



- (i) 5% 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 .

## Business Interruption 'All Risks' Section

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

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

provided that

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

### Exclusions

This Section does not cover

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

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

2. **Consequential Loss**

2.1 caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects

2.2 caused by or consisting of change in temperature colour flavour texture or finish

2.3 arising directly from theft or any attempt thereat

(a) which does not involve

(i) entry to or exit from a building by forcible and violent means  
or

(ii) robbery committed on the premises

(b) to property in the open or in outbuildings

(c) to the fabric of the building unless the **Insured** is responsible for repairs

(d) in respect of any building or any part of a building which is untenanted or unoccupied for a period in excess of 60 days

2.4 consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection therewith

2.5 consisting of mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

2.6 caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services

but this shall not exclude

(a) such **Consequential Loss** not otherwise excluded which itself results from a **Defined Peril** or from any other accidental **Damage**

(b) subsequent **Consequential Loss** which itself results from a cause not otherwise excluded

3. loss resulting from pollution or contamination but this shall not exclude loss resulting from **Damage** to property used by the **Insured** at the Premises for the purpose of the **Business**, not otherwise excluded, caused by

(a) pollution or contamination at the Premises which itself results from a **Defined Peril**

(b) a **Defined Peril** which itself results from pollution or contamination

4. **Consequential Loss** caused by or consisting of

4.1 subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe

4.2 normal settlement or bedding down of new structures

4.3 acts of fraud or dishonesty

**Consequential Loss** arising directly or indirectly from

4.4 disappearance, unexplained or inventory shortage, misfiling or misplacing of information

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

other than in respect of such **Consequential Loss** caused by a **Defined Peril** in so far as it is not otherwise excluded

## Rent Receivable

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

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

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

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

## Definitions

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

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

**Standard Rent Receivable** – The Rent Receivable during that period in the twelve months immediately before the date of the **Damage** which corresponds with the Indemnity Period

) to which such adjustments shall be made as  
) may be necessary to provide for the trend of  
) the business and for variations in or other  
) circumstances affecting the business either before  
) or after the **Damage** or which would have  
) affected the business had the **Damage** not  
) occurred, so that the figures thus adjusted

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

) shall represent as nearly as may be reasonably  
) practicable the results which but for the **Damage**  
) would have been obtained during the relative  
) period after the **Damage**.

## **Clauses Applicable to Rent Receivable**

### **Premium Adjustment Clause**

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

If any **Damage** shall have occurred giving rise to a claim for loss of **Rent Receivable** the above mentioned declaration shall be increased by the Insurers for the purpose of premium adjustment by the amount by which the **Rent Receivable** was reduced during the financial year solely in consequence of the **Damage**.

If the declaration (adjusted as provided for above and proportionately increased where the Indemnity Period exceeds 12 months) is less than the sum insured on **Rent Receivable** for the relative period of insurance the Insurers will allow a pro rata return of premium not exceeding 50% of the premium paid.

### **Alternative Trading Clause**

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

### **Payments on Account Clause**

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

### **Professional Accountants Clause**

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

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

#### **Material Damage Proviso Waiver**

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

#### **Subrogation Waiver**

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

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

#### **Reinstatement of the Amount of any Loss**

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

## Employers' Liability Section

#### **Indemnity provided**

The Insurer will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay in respect of any claim for damages by an **Employee** for **Bodily Injury or Disease** caused during the Period of Insurance within the **Territorial Limits** and arising out of and in the course of his/her employment by the **Insured** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of the Policy

The Limit of Liability shall be inclusive of

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims
- (iii) solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

### **The Territorial Limits**

Anywhere within Ireland or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with the **Insured** provided that the contract of service or apprenticeship was entered into in Ireland and the action for damages is brought against the **Insured** in a Court of Law in Ireland or any member country of the European Union

### **Bodily Injury or Disease**

Bodily Injury or Disease shall mean

- (i) bodily injury disease or illness
- (ii) wrongful arrest detention imprisonment or eviction of any **Employee** by the **Insured** up to a maximum limit of liability of €6,500 any one incident and €25,500 in the aggregate in any Period of Insurance. The limit of liability shall be inclusive of all costs and expenses

## **Exceptions to the Employers' Liability Section**

### **1. Offshore Installations**

This Section does not indemnify the **Insured** in respect of any claim(s) for damages for **Bodily Injury or Disease** caused during any Period of Insurance and sustained by any **Employee**

- (a) on any offshore installation or support or accommodation vessel for any offshore installation or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation

### **2. Road Traffic Act Liability**

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

## **Extensions to Employers' Liability Section**

### **Indemnity to Principal**

Where any contract or agreement entered into by the **Insured** with any Public Authority Company Firm or Person (hereinafter called 'the Principal') so requires the Insurer will

- 1. indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement or
- 2. indemnify the Principal in like manner to the **Insured** in respect of the Principal's liability arising from the performance of such contract or agreement

but only so far as concerns liability as described in this Section to an **Employee** of the **Insured**

Provided always that

- (i) the Insurer shall not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- (ii) the **Insured** shall have arranged with the Principal for the conduct and control of all claims to be vested in the Insurer
- (iii) the Principal shall as though he were the **Insured** observe fulfil and be subject to the terms and conditions of this Section in so far as they can apply

### **Endorsements**

#### **1. Property Repairs Endorsement**

The Employers' Liability Section of the Policy also applies in respect of the repair or renovation of the **Insured's** own property and/or property for which the **Insured** acts as agent or factor

Subject otherwise to the terms and conditions of this Policy

#### **2. Building Work Exclusion Endorsement**

This Section does not indemnify the **Insured** in respect of any claim arising in connection with any work of building construction reconstruction structural alteration or demolition

Subject otherwise to the terms and conditions of this Policy

## **Public Liability Section**

### **Indemnity Provided**

The Insurer will indemnify the **Insured** in respect of their legal liability for

- A** Accidental death or accidental **Bodily Injury or Disease**
- B** Accidental loss of or accidental **Damage** to material property including **Consequential Loss** arising directly therefrom
- C** Accidental obstruction accidental trespass accidental nuisance or accidental interference with pedestrian road rail air or waterborne traffic

occurring during the currency of this Section within the **Territorial Limits** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this Section to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of the Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

### **The Territorial Limits**

Anywhere within the limits of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man and including non-manual work carried out during temporary visits elsewhere in connection with the **Business** by directors and **Employees** normally resident in and travelling from Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man



### **Bodily Injury or Disease**

Bodily Injury or Disease shall mean

- (i) bodily injury disease or illness
- (ii) wrongful arrest detention imprisonment or eviction of any person (other than any **Employee**) by the **Insured** up to a maximum limit of liability of €6,500 any one incident and €25,500 in the aggregate in any Period of Insurance. The limit of liability shall be inclusive of all costs and expenses

### **Exceptions to Public Liability Section**

The indemnity granted by this Section shall not apply to or include

1. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of any mechanically propelled vehicle or mobile plant
2. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of craft designed to travel through air or space hovercraft or watercraft other than non-mechanically powered craft used on inland waterways
3. liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act
4. liability arising directly or indirectly from Products after they have ceased to be in the custody or control of the **Insured** other than food or beverages supplied by the **Insured** in connection with the **Business** for consumption at any premises where the **Insured** is carrying on the **Business** within the **Territorial Limits**
5. loss of or **Damage** to that part of any property upon which the **Insured** or any servant or agent of the **Insured** is or has been working where the loss or **Damage** is the direct result of such work
6. loss of or **Damage** to property belonging to the **Insured** or held in trust by or borrowed rented leased or hired for use by the **Insured** but this exception shall not apply to the personal effects (including vehicles and their contents) of directors **Employees** and visitors for which the **Insured** is legally responsible
7. liability for **Damage** to property or land or building or loss caused directly or indirectly by
  - (i) subsidence
  - or
  - (ii) collapse
  - or
  - (iii) removal or weakening of support
8. liability in respect of liquidated damages fines penalties aggravated exemplary or punitive damages
9. liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

10. liability for death **Bodily Injury or Disease** sustained by any **Employee** whilst working for the **Insured** in connection with the **Business** where such death **Bodily Injury or Disease** arises out of and in the course of the employment

11. all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of 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 liability of the Insurer for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Liability stated in the Schedule of this section of the Policy

Provided always that the total liability of the Insurer to pay compensation shall not exceed the Limit of Liability stated in the Schedule of this section of the Policy

For the purposes of this condition 'Pollution or Contamination' shall be deemed to mean

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss or **Damage** or **Bodily Injury or Disease** directly or indirectly caused by such Pollution or Contamination

12. any excess specified in the Schedule

## **Extensions to Public Liability Section**

### **1. Legal Costs**

In addition to the indemnity provided by this Section the Insurer will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer

### **2. Additional Benefit**

In addition the Insurer will pay solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Section

### **3. Indemnity to Principal**

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this Section being brought or made against any Public or Local Authority or other Principal the Insurer will at the request of the **Insured** indemnify the said Public or Local Authority or Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

### **4. Cross Liabilities**

Where there is more than one party named as the **Insured** in the Schedule this Section will apply separately to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each **Insured** and the Insurer agrees to waive all rights of subrogation against any of these parties

## **5. Personal Liability**

At the request of the **Insured** this Policy shall apply to the personal liability of any director or **Employee** of the **Insured** or any member of the family of such director or **Employee** whilst accompanying such director or **Employee** during temporary visits anywhere in the world in connection with the **Business** of the **Insured**

provided always that

- (a) this Extension shall not apply to liability more specifically insured under any other insurance
- (b) any person indemnified under this Extension shall as though he were the **Insured** observe fulfil and be subject to the terms limitations and conditions of the Policy
- (c) the Insurer shall not be liable under this Extension unless the Insurer has the sole conduct and control of all claims

## **Endorsements**

### **1. Property Owners Liability Endorsement**

The indemnity granted by the Public Liability Section of the Policy applies in respect of the **Insured's** legal liability as within defined arising from defects in the premises owned by the **Insured** specified below

This Policy shall not apply in respect of claims arising out of any trade or business carried out at the premises

Subject otherwise to the terms and conditions of this Policy

### **2. Building Work Exclusion Endorsement**

This Section does not indemnify the **Insured** in respect of any claim arising in connection with any work of building construction reconstruction structural alteration or demolition

Subject otherwise to the terms and conditions of this Policy

## **Extension Applicable to Employers' Liability and Public Liability Sections of the Policy**

### **Safety Health and Welfare at Work Act 2005**

This Policy subject to its terms and limitations extends to indemnify the **Insured** or any director or **Employee** of the **Insured** 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 the Insurer's consent to act for or on behalf of the **Insured** 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 2005 (or any amendment or replacement thereof) committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such director or **Employee** or the **Insured** arising from such proceedings

Provided always that

- (1) This extension shall apply only to proceedings brought in a Court of Law in Ireland
- (2) The Insurer will be under no liability
  - (a) where the **Insured** 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 the **Insured** or any director or **Employee**
  - (c) in respect of legal fees and expenses which the **Insured** 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) The **Insured** or any director or **Employee** shall give to the Insurer immediate notice of any summons or other process served upon the **Insured** or any director or **Employee** and of any event that may give rise to proceedings against the **Insured** or any director or **Employee**

## 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) 667 0666 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](mailto: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](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).
  - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Telephone: 0818 681 681 or (01) 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

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

## Data Protection

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

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

### About this section

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

### The Data we collect

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

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

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

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

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

## Data collected from third parties

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

## What we do with your Data

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

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

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

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

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

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

## Sharing of Data

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

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.

- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

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

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

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

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

## Data Retention

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

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

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

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

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

## **Data subject rights**

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

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

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

## **Privacy Policy**

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

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

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



## Customer Information

### **Arson Prevention**

Each year Insurance Companies pay out in excess of €13M in claims for fires started deliberately.

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

- Premises being extensively **Damaged** or destroyed
- People being seriously injured or even killed
- A business becoming bankrupt.

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

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Question unauthorised persons or conspicuous people on property.
- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in the open in areas well away from buildings or perimeter fences.
- Hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

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

**Zurich Insurance Europe AG**

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666

Fax: 01 667 0644

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

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

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

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