

Prestige Property Owners Insurance



Introduction

Thank **You** for choosing AmTrust Europe Limited. This policy has been issued on their behalf by Prestige Underwriting Services (Ireland) Limited.

This **Policy** wording, the **Schedule**, any statement of fact or proposal and any endorsements, set out the terms of the contract between **You** and **Us**. Please read all of these documents to make sure they provide the cover **You** want. If they are not correct, or do not meet **Your** needs, please immediately return them to the person who arranged this insurance for **You**.

The **Schedule** identifies the operative Sections of cover and their **Sums Insured** and limits of indemnity (the amount of cover **You** have).

You must inform **Us** immediately of any material facts or changes which **We** would take into account in **Our** assessment or acceptance of this insurance. Failure to do so may invalidate **Your Policy** or result in certain covers not operating fully. If **You** are in any doubt as to whether a fact is material or not, please contact your insurance adviser

Your Policy is designed to be amended easily and **We** will issue a new **Schedule** or endorsement each time the cover under the **Policy** is altered. **You** must also tell **Us** if at any time the **Sums Insured** shown in the **Schedule** are insufficient.

Following a claim **We** can make a cash payment, carry out the necessary repairs, or replace the item.

If **You** decide that **You** do not wish to accept this **Policy**, return it within 14 days of receiving it and providing no claims have been made, **We** will refund the full premium.

This policy is underwritten by AmTrust Europe Limited

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company Registration Number 119908. Registered Address: Ground Floor, Teach chin Aird, Ashe Street, Cavan, Ireland.

Please keep **your** policy wording in a safe place. **You** may need to read it if **you** need to make a claim or if **you** need help.

Useful Hints on Protecting Your Property

Every year many people find it necessary to seek assistance from their Insurer and lodge a claim against their Policy. We are committed to reducing the stress suffered at this time by offering the best possible service and assisting You to return to normal as soon as possible.

In an effort to reduce the risk of some of the most common incidents occurring, we have put together some information that we hope you find useful.

BURST AND FROZEN PIPES

- Insulation and lagging – check that water pipes and tanks are properly insulated and lagged. You should pay particular attention to pipes that are exposed to the cold, outlet pipes, pipes that run along outside walls in unheated rooms or in your loft.
- Central Heating – in a long cold spell, where possible, keep central heating on a low setting and open the loft hatch occasionally to let warm air circulate.
- Draining systems – drain your entire system and switch off the water supply at the mains if you plan to be away for a long period.
- Stop cock – know where your stop tap is so that you can switch the water off in the event of a burst.

LEAKS

- Radiator valves – check valves regularly for leaks.
- Overflow pipes and tanks – check overflow pipes, water tanks and central heating header tanks regularly. Check that ball cock valves close and the ball sits correctly.
- Washing appliances – check fittings and the working order of your appliances on a regular basis.
- Gutters – check and clear gutters regularly. Maintain and repair any damage to avoid water penetrating your property.
- Gradual leaks - damp patches, mildew and mould are indicators that there may be a gradual leak and should be checked at the earliest opportunity. This type of loss is not covered on your policy.

FIRE

- Smoke Alarms – fitting a smoke alarm will give you an early warning of fire. Test your alarms regularly to ensure they are operational.
- Open Fires – having your chimney swept once a year will ensure there is no build up of soot and will prevent fire or brickwork damage.
- Cooking – many fires in the home occur in the kitchen area. Never leave pans with hot oil unattended, ensure children are not left alone in the kitchen and keep matches stored out of reach.
- Electrical Sockets – never overload electrical sockets and before retiring for the night, switch them off. Unplug all appliances if the home is to be left unattended.
- Candles – should be put in secure holders, out of the reach of children and blow them out before leaving the room. Any surface they are placed on should not burn and avoid placing them near curtains or any material that could catch fire.

- Smoking – always ensure cigarettes are properly extinguished and you should not smoke in bed.
- Fire Escape Plan – agree a plan with your family. Everyone should know where the door and window keys are kept and the best route to leave the property.

If there is a fire – contact the emergency Fire & Rescue Service on 112 or 999.

The National Safety Council promotes awareness on fire safety issues and may be able to offer you advice.

THEFT

- Window Locks – install window locks on all ground floor and other accessible windows and deadlocks on external doors. Check your doors and windows are in sound condition and have toughened glass.
- Secure Windows and Doors – lock windows and doors when you leave your home, even if it is only for a short time. Keep any outbuildings secured.
- Holidays – ask a neighbour or friend to keep an eye on your home and collect your post. Cancel milk and paper deliveries.
- Keys – don't hide keys on or near the home, keep them out of sight.
- Valuable items – use security markers to record your postcode and house number on these items.
- Burglar Alarm – consider having an alarm installed, this may deter thieves.
- Strangers – avoid allowing strangers into your home, ask for proof of identity and think about fitting a door safety chain or a spyhole.

Contact your local Crime Prevention Officer and a member of the Associated Locksmiths of Ireland for further advice on the security of your property.

YOU SHOULD REMEMBER THAT:-

- All gas consumers are advised to have appliances checked for safety at least every 12 months by a Registered Gas Installer and Carbon Monoxide Alarms are a useful back-up precaution although not a substitute for proper installation and maintenance of gas equipment.
- It is important to check your roof for missing or loose tiles. Have these replaced or repaired to prevent leaks.
- Roots of trees and shrubs can damage your property. Think about where you plant new trees or shrubs and seek advice from a tree surgeon if you have mature trees.
- A loft is the perfect environment for unwanted pests. They may cause damage to property and items stored in the loft. There is also the possibility of fire hazard if they interfere with electric cabling.

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Your Policy

In consideration of the payment of the premium **We** shall provide insurance against loss, destruction, **Damage** or liability occurring at any time during the **Period of Insurance** (or any subsequent period for which **We** accept a renewal premium) in accordance with the **Sections** of the **Policy** shown as operative in the **Schedule** subject to the exclusions, provisions and conditions of the **Policy**.

The **Policy** and the **Schedule** should be read together as one contract and the Proposal Form or Statement of Fact made by **You** is the basis of the contract.

Definitions

Certain words in this **Policy** have special meanings. These meanings are given below or defined at the beginning of the appropriate **Section**.

To help **You** identify these words in the **Policy**, **We** have printed them in bold type throughout.

Building(s)

The **Buildings, Flats, Outbuildings**, annexes, conveniences, extensions and sub-stations at the risk address or addresses stated in the **Schedule** built of brick stone or concrete and roofed with slate, tile metal, concrete, asbestos or asphalt and shall include:

- a landlord's fixtures and fittings;
- b buildings comprising fixtures and fittings formerly the property of the tenants, which has been relinquished to **You**;
- c all foundations or footings unless otherwise excluded;
- d walls, gates, fences, forecourts, car parks, driveways and service areas;
- e patios;
- f and for which **You** are responsible;
 - i. all fixed glass in windows, doors, fanlights, skylights and partitions and fixed sanitary fittings;
 - ii roads, pavements, pedestrian malls, associated lamp-posts and other street furniture;
 - iii fixed fuel oil tanks, fixed diesel fuel tanks and fixed liquefied petroleum gas tanks;
 - iv security lighting, security cameras and other security devices, fire protection devices, signs, communication aerials and similar devices;
 - v landscaping, external trees and plants, planters, ornamental features and statues;
 - vi tennis courts, swimming pools and roof gardens applicable to blocks of flats and individual private dwellings only.

Business

The ownership by **You** of the **Property** insured including:

- a Maintenance, occupation or use of the **Property** insured by **You**;
- b The provision and management of canteen, sports, social or welfare organisations for the benefit of **Your** employees and fire security, first aid, medical and ambulance services;
- c Private work undertaken with **Your** prior consent by **Your** employees or any director or senior official of **You**.

Contents

Contents of Common Parts and All Other Contents.

Contents of Common Parts

Fitted carpets, furnishings and other contents in reception and storage areas and other communal parts of the **Buildings** including:

- a The contents of fuel tanks;
- b Portable communal property in the open grounds of and used in connection with the **Buildings**.

Any **Contents** that are not **Contents of Common Parts**, including:

- a Deeds, documents, manuscripts and **Business** books, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding €10,000 in total and so far as they are not otherwise insured;
- b Partners', directors' and employees' personal effects of every description (other than motor vehicles) whilst in the **Buildings** for an amount not exceeding €500 for any one person;
- c Household goods, furniture and furnishings of every description belonging to **You** or for which **You** are legally responsible including:
 - 1 Television, satellite and radio receiving aerials, aerial fittings and masts fixed to the dwelling;
 - 2 Telephones;
 - 3 Gas and electric cookers and meters.

Damage

Loss, destruction or damage.

Excess

The first part of each and every claim for which **You** are responsible.

Outbuilding(s)

Any building that is subsidiary to the **Building**, which does not incorporate permanent foundations below ground level and which is not capable of being properly secured, including but not limited to any stable, garage, shed hut, lean-to, greenhouse, hay loft or barn.

Period of Insurance

The period from the Policy start date to the renewal date as shown in the **Schedule**.

Policy

The documents consisting of this policy booklet, the current **Schedule**, statement of facts or proposal form **You** complete, and any endorsements issued by **Us**.

Property

Buildings, Contents of Common Parts, All other Contents and other **Property** belonging to **You** or for which **You** are legally responsible, as shown and/or described in the **Schedule**.

Definitions (cont)

Renovation

Internal painting and decorating, tiling, replacement of bathroom and/or kitchen fixtures and fittings including sink, wash basin, w.c., bath and shower, carpeting and internal joinery, but excluding external window replacement.

Schedule

The current Insurance **Schedule** provided by **Us**, detailing the cover and forming part of the **Policy**.

Section

The parts of this **Policy** that detail the insurance cover provided for each individual section of this **Policy**.

Sum Insured

The maximum amount **We** will pay for each item insured under any **Section**.

Terrorism

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

Unoccupied

Any **Building** or part of **building** or flat which is empty, disused, unoccupied, unfurnished, untenanted or no longer in active use by **You** or **Your Tenants** and has been so for a period of 30 days or more.

We, Us, Our

Prestige Underwriting Services (Ireland) Limited on behalf of AmTrust Europe Limited.

AmTrust Europe Limited, whose registered address is:

Market Square House
St James's Street
Nottingham
NG1 6FG

Company Registration. 1229676

You, Your

The policyholder named in the **Schedule**.

Section 1 – Property Damage

Cover

We will cover **You** against **Damage** to the **Property** caused by an Insured Peril shown below.

We will not cover **You** for the **Excess** which is shown in the **Schedule**.

Insured Perils

a Fire, explosion, lightning and earthquake.

b Smoke.

EXCLUDING any **Damage**:

1 Which happens gradually.

c Riot, civil commotion, strikes, labour or political disturbances.

EXCLUDING any **Damage**:

1 While the **Buildings** are **Unoccupied** except as provided for in general Policy Condition 3.

d Aircraft or aerial devices or articles dropped from them

e Malicious acts or vandalism.

EXCLUDING any **Damage**:

1 Caused by **You**;

2 In excess of €5,000 caused by any person lawfully allowed in **Your Buildings**;

3 Caused when the **Buildings** are **Unoccupied** except as provided for in general policy Condition 3.

f Impact by any road vehicle or animal.

g Storm or Flood.

EXCLUDING any **Damage**:

1 Caused by frost, subsidence, ground heave or landslip;

2 Caused only by a change in the water table;

3 To walls, gates, fences, hedges and any moveable **Property** in the open;

4 To open-fronted or open-sided **Buildings** or to **Property** contained therein;

5 While the **Buildings** are **Unoccupied** except as provided for in general policy Condition 3.

Section 1 – Property Damage (cont)

h Escape of water or oil from any tank, apparatus or pipe or fixed heating installations.

EXCLUDING any **Damage**:

- 1 While the **Buildings** are **Unoccupied**;
- 2 To the appliance or system from which the water or oil escaped;
- 3 By water discharged or leaking from any automatic sprinkler installation.

i Water freezing in any tank, apparatus or pipe or fixed heating installations.

EXCLUDING any **Damage**:

- 1 While the **Buildings** are **Unoccupied**;
- 2 In Excess of €2,500;
- 3 To any automatic sprinkler installation.

j Accidental escape of water from any automatic sprinkler installation in the **Buildings** not caused by explosion, earthquake, subterranean fire or heat caused by fire.

EXCLUDING any **Damage**:

- 1 While the **Buildings** are **Unoccupied**

k Theft or attempted theft.

EXCLUDING:

- 1 **Damage** caused by any person lawfully allowed in the **Buildings**;
- 2 Theft or attempted theft while the **Buildings** are **Unoccupied**;
- 3 Cash, bank and currency notes;
- 4 Securities and documents of any kind.

l Falling trees, branches, telegraph poles, lamp-posts or pylons, radio and television receiving aerials (including satellite dishes) their fittings and masts.

EXCLUDING any **Damage**:

- 1 Arising from felling or lopping of trees or branches.

- m Subsidence and/or heave of the site on which the Building stands and/or landslip – to be read in conjunction with Section Condition 3.

EXCLUDING any Damage:

- 1 As a result of landslip caused by or resulting from coastal or river or watercourse erosion;
 - 2 Which originates prior to the inception of this cover;
 - 3 Caused by faulty design, workmanship or material;
 - 4 Caused by demolition, construction, structural alteration or repair to any **Buildings** or ground works or excavation;
 - 5 Caused by solid floor slabs moving, unless the foundations beneath the outside walls of the **Buildings** are damaged at the same time and by the same cause;
 - 6 Caused by settlement or movement of made up ground;
 - 7 Caused by the normal settlement or the bedding down of new structures;
 - 8 To swimming pools, tennis courts, terraces, patios, drives and footpaths, walls, gates, fences or hedges unless the outside walls of the **Buildings** are damaged at the same time and by the same cause.
- n Accidental breakage of fixed glass and sanitary fixtures forming part of the **Buildings**, including double glazing, glass in solar panel units and fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, lavatory pans and cisterns.

EXCLUDING:

- 1 **Damage** while the **Buildings** are **Unoccupied**;
 - 2 **Damage** to accessories and fittings;
 - 3 **Damage** to ceramic hobs in freestanding cookers;
 - 4 Chipping, denting or scratching.
- o Accidental **Damage** by external means to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the **Property** to the public supply, for which **You** are legally responsible.

EXCLUDING any Damage:

- 1 Caused by rust, corrosion or other wear and tear;
- 2 Due to a fault or limit of design, manufacture, construction or installation.

Section 1 – Property Damage (cont)

Extensions

1 – Accidental Damage

Operative only if identified as “INCLUDED” in the **Schedule**

EXCLUDING any **Damage**

- a Caused by or consisting of or arising from or attributable to:
 - 1 Any of the Insured Perils;
 - 2 Any of the exclusions to the Insured Perils.
- b Caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude **Damage** which itself results from a cause not otherwise excluded;
- c Caused by or consisting of faulty or defective workmanship, operational error or omission by **You** or any of **Your** employees but this shall not exclude:
 - 1 Such **Damage** not otherwise excluded which itself results from an insured peril
 - 2 Subsequent **Damage** which itself results from a cause not otherwise excluded.
- d As a result of acts of fraud or dishonesty by any partner, director or any of **Your** employees but this shall not exclude such **Damage** not otherwise excluded which itself results from Insured Perils a) to m)
- e Caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude:
 - 1 Such **Damage** not otherwise excluded which itself results from Insured Perils a) to m);
 - 2 Subsequent **Damage** which itself results from a cause not otherwise excluded.
- f Consisting of joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, super-heaters, pressure vessels or any range of steam and feed piping connected to them, mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus, or equipment in which such a breakdown or derangement originates but this shall not exclude:
 - 1 Such **Damage** not otherwise excluded which itself results from Insured Perils a) to m);
 - 2 Subsequent **Damage** which itself results from a cause not otherwise excluded.
- g Caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information;
- h To any **Building** or structure caused by its own collapse or cracking, but this shall not exclude such destruction or **Damage** resulting from other **Damage** in so far as it is not

otherwise excluded;

- i In respect of fences, gates and moveable **Property** in the open caused by wind, rain, hail, sleet, snow or dust;
- j Resulting from **Property** insured undergoing any process of production, packing, treatment, testing, commissioning, service or repair;

k In respect of:

- 1 Jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books;
- 2 **Property** in transit;
- 3 Glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects but this shall not exclude **Damage** which itself results from Insured Perils a) to m) in so far as it is not otherwise excluded;
- 4 Money, cash, bonds or securities of any description.

l to:

- 1 Vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- 2 **Property** or structures in course of construction or erection and materials or supplies in connection with all such **Property** or structures;
- 3 Land, roads, pavements, piers, jetties, bridges, culverts or excavations;
- 4 Livestock, growing crops or trees but this shall not exclude such **Property** specifically described in the **Schedule**.
- 5 Caused by electrical or magnetic or erasure of electronic recordings.

m Whilst the **Building** is **Unoccupied**.

2 – Locks and Keys

We will pay for the cost of replacing locks and keys of doors and windows for which **You** are responsible, such costs being necessarily incurred to keep the **Buildings** secure if the keys are stolen using force and violence, up to an amount of €1,000 any one claim and €20,000 any one **Period of Insurance**.

3 – Trace and Access

In the event of **Damage** in consequence of escape of water or fuel oil from any tank, apparatus or pipe, **We** will pay the costs necessarily and reasonably incurred by **You** in locating the source of such **Damage** and in the subsequent making good of **Damage** caused as a consequence of locating such source, up to an amount of €13,000 any one claim and in the aggregate during any one **Period of Insurance**.

Section 1 – Property Damage (cont)

4 – Metered Supplies

The cover afforded by the **Section** includes the additional water, gas, electricity or other metered supply charges incurred by **You** in consequence of **Damage**, and for which **You** are legally responsible, up to an amount of €1,000 any one claim and €20,000 any one **Period of Insurance**.

We will not pay for such charges incurred whilst any **Building** is **Unoccupied**.

The basis on which the amount payable is to be calculated will be the amount of the supplier's charges for the period following the **Damage**, less the charge paid by **You** for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting **Your** supply consumption.

5 – Landscaped Grounds

The cover afforded by this **Section** includes costs incurred by **You** in consequence of **Damage** to the **Buildings**, up to an amount of €1,000 any one claim, in restoring landscaped grounds to their original appearance when first laid out and planted.

We will not pay for costs arising due to the failure of trees, shrubs, plants, turf and the like to germinate or to become established.

6 – Fire Brigade Charges

The cover afforded by this **Section** includes 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** covered. **We** will not be liable for any claim amount in excess of €2,500 any one claim in the aggregate during the **Period of Insurance**.

7 – Fire Extinguishers and Sprinklers

We will pay the reasonable costs incurred by **You** in re-filling fire extinguishers and replacing sprinkler heads, solely in consequence of **Damage** by an insured peril.

Basis of Settlement

We will pay **You** the value of the **Property** Insured at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace such **Property** or any parts of such **Property**.

The most **We** will pay for any one claim is:

- a The total **Sum Insured**, or for each item its individual **Sum Insured**, or any other limit of liability in this **Section** whichever is the less at the time of **Damage**;
- b The amount of the **Sum Insured** or limit of liability remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless **We** agree to reinstate any such **Sum Insured** or limit of liability.

1 – Automatic Reinstatement

In the absence of written notice by **Us** to the contrary, in consideration of **Sums Insured** not being reduced by the amount of any claim, **You** will pay the appropriate additional premium on the amount of the claim from the date of **Damage** to expiry of the **Period of Insurance**, but this shall not apply in respect of any **Damage** as a result of Insured Peril k) - Theft or attempted theft.

2 – Basis of Settlement Adjustments

In calculating the most **We** will pay for any one claim, adjustments shall be made in accordance with the following clauses:

a – Reinstatement

Subject to the Special Conditions set out below, the basis on which the amount payable for **Buildings** and **Contents** is to be calculated will be the reinstatement of the **Property Damaged**.

For this purpose “reinstatement” means:

- a The rebuilding or replacement of **Property** lost or destroyed which, provided **Our** liability is not increased, may be carried out:
 - 1 In any manner suitable to **Our** requirements;
 - 2 On another site.
- b The repair or restoration of **Property Damaged**.

in either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new.

Special Conditions applicable to a – Reinstatement

- a **Our** liability for the repair or restoration of **Property Damaged** in part only shall not exceed the amount which would have been payable if such **Property** had been wholly destroyed.
- b No payment beyond the amount **We** would have paid in the absence of this clause will be made :

Section 1 – Property Damage (cont)

- 1 Unless reinstatement commences and proceeds without unreasonable delay;
 - 2 Until the cost of reinstatement has actually been incurred;
 - 3 Where **Property** insured at the time of **Damage** is covered by any other insurance effected by **You**, or on **Your** behalf, which is not on the basis of reinstatement.
- c All the terms and conditions of this **Section** and of the **Policy** shall apply to any claim payable under the provision of this clause, other than where they are expressly varied by the terms of this clause.

b – Index Linking

The **Sums Insured** in this **Section** will be indexed each month in line with the House Rebuilding Cost Index issued by the Department of Environment and the Consumer Price Index (Household Durables List) issued by the Central Statistics Office.

We will not charge **You** an extra premium for any monthly increase but at each renewal **we** will calculate the premium using the new sums insured. For **Your** protection should the index fall below zero, **we** will not reduce the **Sum Insured**.

c – Average (Underinsurance)

The **Sums Insured** by any item for **Buildings** or **Contents** are declared to be separately subject to Average. Average means that if at the time of **Damage** the **Sum Insured** for any item is less than the value of the item covered by such **Sum Insured**, the amount payable by **Us** will be proportionately reduced.

d – Contribution and Average

If at the time of **Damage** any other insurance has been effected by or on behalf of **You** covering any of the **Property Damaged**, **Our** liability under this **Section** shall be limited to **Our** rateable proportion of such **Damage**.

If such other insurance is subject to Average (Underinsurance), this **Section** if not already subject to Average shall be subject to Average in like manner.

If such other insurance is subject to any provision which excludes it from ranking concurrently with this **Section**, either in whole or in part, or from contributing rateably, **Our** liability under this **Section** shall be limited to that proportion of the **Damage** which the **Sum Insured** for this **Section** bears to the value of the **Property**.

e – Public Authorities (including undamaged property)

Subject to the Special Conditions set out below, cover for **Buildings** and **Contents** includes an amount in respect of any additional cost of reinstatement which is incurred solely by reason of the necessity to comply with building or other Regulations under or formed in pursuance of any Act of Parliament, with Bye-Laws of any Public Authority or to comply with the Stipulations of European Union legislation, in respect of:

- Lost, destroyed or damaged **Property**;

- Undamaged portions of such **Property** excluding:
 - a The cost incurred in complying with such Regulations, Bye-Laws or Stipulations:
 - 1 In respect of **Damage** occurring prior to the granting of this cover;
 - 2 In respect of **Damage** not covered by this **Section**;
 - 3 Under which notice has been served upon **You** before the date of the **Damage**;
 - 4 In respect of undamaged **Property** other than undamaged portions of damaged **Property**.
 - b The additional cost that would have been required to make good the damaged **Property** to a condition equal to its condition when new, had the necessity to comply with such Regulations, Bye-Laws or Stipulations not arisen.
 - c The amount of any charge or assessment arising out of capital appreciation, which may be payable in respect of the **Property**, by reason of compliance with any such Regulations, Bye-Laws or Stipulations.

Special Conditions applicable to e – Public Authorities

- a The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the **Damage**, or within such further time as **We** may allow, and may be carried out upon another site (if such Regulations, Bye-Laws or Stipulations so necessitate), subject to there being no resulting increase in **Our** liability.
- b If **Our** liability is reduced by the application of any of the terms and conditions of this **Section** or of the **Policy** (other than as a result of this clause) **Our** liability under this clause will be reduced in proportion.
- c The most **We** will pay for any one claim in respect of undamaged portions of **Property** other than foundations is 15% of the total amount for which **We** would have been liable had the **Property** been wholly destroyed.
- d All the terms and conditions of this **Section** and of the **Policy** shall apply to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause.

f – Sprinkler Installation Upgrading Costs

If, following **Damage**, **We** require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, **We** will pay the costs incurred by **You** provided that at the time of the **Damage** the installation conformed to the 29th Edition Rules for Automatic Sprinkler Installations issued by the Loss Prevention Council at the time of the original installation but did not conform to subsequent amendments to such rules.

Section 1 – Property Damage (cont)

g – Professional Fees

The **Sums Insured** for **Buildings** include an amount in respect of Architects', Surveyors', Legal and Consulting Engineers' fees other than where an item covering such fees is specifically shown in the **Schedule**.

Cover applies only to those fees necessarily and reasonably incurred in consequence of **Damage**, in the reinstatement or repair of **Property** insured.

h – Removal of Debris Costs

The **Sums Insured** for **Buildings** and **Contents** include an amount in respect of removal of debris costs, other than where an item covering such costs is specifically shown in the **Schedule**.

Cover applies only to those costs necessarily and reasonably incurred in consequence of **Damage**, in:

- a Removing debris;
- b Dismantling and demolishing;
- c Shoring up or propping;
- d Clearing, cleaning and/or repairing drains, gutters, sewers and the like for which **You** are responsible.

We will not pay for any costs or expenses incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site arising from pollution or contamination of **Property** not insured by this **Section**.

i – Removal of Debris Costs – Tenants Contents

To the extent that they are not otherwise insured, cover includes unrecoverable costs necessarily incurred with **Our** consent, in consequence of **Damage**, in removing debris in respect of **Contents** for which **You** are not responsible, up to an amount of €5,000 any one claim.

We will not pay for any costs:

- a Incurred in removing debris other than from the site of such **Property Damage** and the area immediately adjacent to such site;
- b Arising from pollution or contamination of **Property** not covered by this **Section**.

j – Fixed Glass

Following **Damage** to fixed glass **We** will pay the cost of:

- a Any necessary temporary boarding up if broken glass pending full replacement;
- b Removing and re-fixing window fittings and other obstacles to replacing broken glass and replacing alarm foil on glass;

c **Damage** to framework and to **Contents** caused by broken glass.

We will not pay for **Damage** :

- Existing prior to inception of this **Policy**
- To shop fronts in the **Building** and the glass therein

k – Freeholders, Lessors and Mortgagees

When the interest of any Freeholder, Lessor or Mortgagee has been noted in the **Property** covered by this **Section**, **We** agree that this **Section** shall not be invalidated by any act, omission, alteration or neglect of or by the Leaseholder, Lessee or Mortgagee unknown to or beyond the reasonable control of the Freeholder, Lessor or Mortgagee, by which the risk of **Damage** is increased, provided that the Freeholder, Lessor or Mortgagee shall give notice to **Us** (and pay an additional premium if required) immediately they become aware of such act, omission, alteration or neglect.

l – Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Insured Peril g) – Storm or Flood - is deemed to be the one claim. **You** have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

Conditions

In addition to general policy conditions the following apply:

1 – Excesses

The Excesses applying to each and every claim will be shown on the **Schedule**.

2 – Sprinkler Condition

In any **Building** where a sprinkler system is installed **You** must:

- a Maintain the system in efficient working order during the **Period of Insurance**;
- b Ensure that routine tests are carried out and any defects revealed are promptly remedied;
- c Obtain **Our** written consent to any proposed changes repairs or alterations to the system.

3 – Subsidence Condition

When required by **Us**, any cover under Insured Peril m) – Subsidence - shall be subject to a satisfactorily completed Supplementary Subsidence Questionnaire which will form part of the **Policy**.

4 - Felt Roof Condition

If any **Building** insured by this **Policy** has a felt roof where the mineral felt surface has not been replaced for seven years, then this roof must be inspected annually by a competent roofing contractor prior to the month of October each year and evidence of such inspection and any remedial work following such inspection should be kept and produced if requested by **Us**.

Section 2 – Loss of Rent

Definitions

Rent

The money paid or payable to **You** for the use of the **Property** and its services.

Loss of Rent

The amount by which the **Rent** during the **Indemnity Period** falls short of the **Rent** which but for the **Damage** would have been received.

Increase in Cost of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period**.

Indemnity Period

The period beginning with the occurrence of **Damage** by an Insured Peril under **Section 1**, and ending no later than 24 months thereafter during which the **Buildings** shall be affected in consequence of **Damage**.

Re-letting Costs

The expenditure necessarily and reasonably incurred in consequence of **Damage** in Re-letting **Buildings**, including legal fees or other charges incurred solely in consequence of such re-letting.

Cover

As a consequence of **Damage** to the **Buildings** by an Insured Peril or operative Extension under **Section 1**, We will pay up to 20% of the **Buildings Sum Insured** under **Section 1** for the **Loss of Rent** if the **Buildings** become **Unoccupied** or partly **Unoccupied** and cannot be let out.

We will pay **You**, in respect of each **Building** covered, the amount of **Your** claim for **Loss of Rent**.

Notwithstanding the above, the maximum **We** will pay under this **Section** will be no more than the tenant would have paid to **You**.

EXCLUDING:

- a Any **Loss of Rent** arising from the tenants leaving the **Buildings** without giving **You** notice;
- b **Rent** the tenants have not paid;
- c **Loss of Rent** in respect of any **Buildings** that were **Unoccupied** immediately before the occurrence of the insured Peril giving rise to a claim;

- d Any letting or managing agents' share of the **Rent** unless agreed by **Us** and **You** are legally liable to pay their proportion under contract;
- e **Loss of Rent** after the **Buildings** are in a fit state to be occupied;
- f **Loss of Rent** for any period in excess of 24 months.
- g Any amounts saved during the **Indemnity Period** in respect of any of the charges and expenses of the **Business** payable out of **Rent** that may cease or be reduced.

Extensions

Costs of Re-Letting

We will pay costs that **You** necessarily and reasonably incur in reletting the **Buildings** (including legal fees) solely in consequence of **Damage**

Denial of Access

Subject to the conditions of the **Policy**, **We** will pay for loss resulting from interruption of or interference with the **Business** in consequence of **Damage**:

- a To **Property** in the vicinity of the **Buildings** destruction of or **Damage** to which shall prevent or hinder the use of the **Buildings** or access thereto whether the **Buildings** or **Your Property** therein shall be **Damaged** or not (but excluding **Damage** to **Property** of any supply undertaking from which **You** obtain electricity, gas or water or telecommunication services which prevent or hinder the supply of such services);
- b To **Property** at the premises of **Your** managing agents shall be deemed to be loss resulting from **Damage** to **Property** used by **You** at the **Buildings**.

Basis of Settlement Clauses

Automatic Reinstatement

In the absence of written notice by **Us** to the contrary, in consideration of **Sums Insured** or limits of liability not being reduced by the amount of the claim, **You** will pay the appropriate additional premium on the amount of the claim from the date of the **Damage** to expiry of the **Period of Insurance**, but this shall not apply in respect of Insured Peril k) - Theft or attempted theft.

Section 2 – Loss of Rent (cont)

Additional Costs

We will also pay You as indemnity in consequence of **Damage** for **Loss of Rent** including;

- a **Increase in Cost of Working**, and;
- b **Re-letting Costs**.

But We will not pay You for:

- a **Increase in Cost of Working** exceeding the amount of **Loss of Rent** thereby avoided;
- b Legal fees or other charges payable by any new tenant acquired in re-letting Premises in consequence of **Damage**;

Basis of Settlement Adjustments

In calculating the amounts We will pay You, adjustments shall be made in accordance with the following clauses:

a – Average

If the **Sum Insured** on **Rent** is less than the **Rent** that the tenant would have paid You, the amount payable by Us will be proportionately reduced

b – Rent Review

Where **Rent** is subject to a rent review during the **Period of Insurance**, the amount payable may be automatically increased, subject to a maximum **Rent** review increase of 75%. This does not include any increases in **Rent** resulting from alterations, additions, extensions or improvements to the **Buildings** insured or in respect of newly erected **Buildings**.

c – Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from Insured Peril g) of **Section 1 – Property Damage** is deemed to be one claim. You have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this **Section**, provided that such **Damage** occurred prior to expiry of the **Period of Insurance**.

d – Value Added Tax

All terms in this **Section** shall be exclusive of value added tax to the extent that You are accountable to the tax authorities for such tax.

e – Payment on Account

We will make payments on account during the **Indemnity Period**, if You so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

Section 3 - Employers' Liability

Definitions

Injury

Bodily injury, death, disease, illness, mental injury or nervous shock.

Employee

- a Any person under a contract of service or apprenticeship with **You**;
- b Any of the following persons whilst working for **You** in connection with the **Business**:
 - 1 Any labour master or labour only subcontractor or person supplied by him;
 - 2 Any self-employed person providing labour only;
 - 3 Any trainee or person undergoing work experience;
 - 4 Any voluntary helper;
 - 5 Any person who is borrowed by or hired to **You**.

Territorial Limits

- a Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b Elsewhere in the world in respect of **Injury** sustained by any **Employee** resident within the territories specified in part a) of this Definition above and caused whilst such **Employee** is temporarily employed outside these territories provided that any action for compensation in respect of such **Injury** is brought in a court of law within the said territories or any other member country of the European Union.

Offshore Installations

- a Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b Any installation in the sea or tidal waters which is intended for the storage or recovery of gas;
- c Any pipe or system of pipes in the sea or tidal waters;
- d Any installation which is intended to provide accommodation for persons who work on or from the locations specified in part a), b) or c) of this Definition.

Section 3 - Employers' Liability (cont)

Cover

The cover under this **Section** is only operative if identified as "INCLUDED" in the **Schedule**.

We will indemnify **You** against legal liability to pay compensation and claimants' costs and expenses in respect of **Injury** sustained by any **Employee** arising out of and in the course of the employment or engagement of such person by **You** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**.

Cost and Expenses

We will also pay costs and expenses incurred by **Us**, or with **Our** written consent

- a In connection with the defence of any claim;
- b For representation of **You**:
 - 1 At any coroner's inquest or fatal accident inquiry in respect of death;
 - 2 At proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in Injury.

which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- a **Our** liability for all compensation, costs and expenses payable (including interest thereon and the costs of defending a Health & Safety legislation prosecution) in respect of any one claim or series of claims arising out of one occurrence shall not exceed the Limit of Indemnity stated in the **Schedule**.
- b The Limit of Indemnity shall not exceed £5,000,000 in respect of an act of Terrorism. For the purpose of this limitation the definition of Terrorism is:-
An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. If **We** allege that by reason of this limitation any loss damage, cost or expense is not covered the burden of providing the contrary shall be upon **You**.

Extensions

1 – Indemnity to Other Parties

If **You** so request **We** will indemnify the following parties:

- a Any officer or committee member or other member of **Your** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity;

- b Any partner, director or **Employee** of the **You** against liability incurred in such capacity and in respect of which **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;

as though each party was individually named as a person on the **Schedule** in respect of this **Section**.

- c Any principal for whom **You** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **You** and in respect of which **You** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **You**.

Provided that:

- 1 Each such party shall observe, fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply;
- 2 **Our** liability to **You** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

2 – Health and Safety at Work – Legal Defence Costs

Subject to the written consent and the control of **Us, we** shall indemnify **You** and if **You** so request, any **Employee** of **Yours** or director or partner in respect of Legal Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that the proceedings relate to both the health and safety and welfare of any **Employee** and an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension shall not apply to:

- a fines or penalties of any kind;
- b proceedings consequent upon any deliberate act or omission by:
 - i. the **Insured**; or
 - ii. any partner, director or **Employee** of the **Insured**; which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission.
- c where indemnity is provided by any other Insurance:

For the purposes of this Extension “Applicable Legislation” shall mean the Republic of Ireland Safety, Health and Welfare at Work Act 1989 and any amending and/or subsequent legislation.

3 – Unsatisfied Court Judgments

If a judgment for compensation or costs in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by **You** in connection with the **Business** and caused within the **Territorial Limits** during the **Period of Insurance**:

Section 3 - Employers' Liability (cont)

- a Is obtained by such **Employee** in any court situate within the territories specified in this **Section** Definition **Offshore Installations** a) against any person or corporate body domiciled or operating from premises within such territories and;
- b Remains wholly or partly unsatisfied six months after the date of such Judgment.

We will if **You** so request pay to the said **Employee** the amount of any such compensation and costs to the extent that they remain unsatisfied.

Provided that:

- 1 There is no appeal outstanding;
- 2 The **Employee** shall have assigned the Judgment to **Us**;
- 3 This **Section** was shown as operative in the **Schedule** at the time of the **Injury**.

4 – Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **Yours** is required to attend court as a witness at **Our** request in connection with a claim which is the subject of indemnity under this Section, **We** will pay compensation to **You** on the following scale for each day that attendance is required:

- a Any director or partner €625;
- b Any **Employee** €320.

Exclusions

In addition to the general policy exclusions **We** will not pay for:

1 – Mechanically Propelled Vehicles

Liability in respect of **Injury** to any **Employee** arising out of the ownership, possession or use by or on behalf of **You** of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

2 – Work on Offshore Installations

Liability in respect of **Injury** to any **Employee** who is working on, visiting or travelling to or from **Offshore Installations**.

3 – Slings and Cradles

Liability in respect of **Injury** to any **Employee** operating a sling and/or cradle.

Conditions

In addition to general policy conditions the following apply:

1 – Compulsory Insurance Legislation

The indemnity granted by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands but **You** shall repay to the **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

2 – Certificate of Employers' Liability

If this **Policy or Section** is cancelled any certificate of Employer's Liability insurance issued hereunder is similarly cancelled from the same date.

3 – Alteration

If at any time anything shall occur or be done which materially affects the risk insured **You** shall give immediate notice in writing to **Us**.

4 – Discharge of Liability

We pay to **You** in the event of any one claim or series of claims arising out of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such a claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

5 – Other insurance

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or section except in respect of any **Excess** beyond the amount payable under such other policy or section or which would have been payable under such other policy or section had this **Section** not been effected.

Section 4 - Property Owners' Liability

Definitions

Injury

- a Bodily injury, death, disease, illness, mental injury or nervous shock;
- b Invasion of the right of privacy, false arrest, false imprisonment, false eviction or malicious prosecution of any person.

Employee

- a Any person under a contract of service or apprenticeship with **You**;
- b Any of the following persons whilst working for **You** in connection with the **Business**:
 - 1 Any labour master or labour only subcontractor or person supplied by him;
 - 2 Any self-employed person providing labour only;
 - 3 Any trainee or person undergoing work experience;
 - 4 Any voluntary helper;
 - 5 Any person who is borrowed by or hired to **You**.

Territorial Limits

- a Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- b Any other member country of the European Union;
- c Elsewhere in the world in respect of **Injury** or **Damage** caused by or arising from:
 - 1 Non-manual activities of any partner, director or **Employee** of **Yours** normally resident within the territories specified in a) above and occurring during any journey or temporary visit;
 - 2 **Products**.

Products

Any goods or other **Property** (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business** and not in **Your** charge or control.

Pollution or Contamination

- a All pollution or contamination of buildings or other structure or of water or land or the atmosphere; and
- b All **Injury** or **Damage** directly or indirectly caused by such pollution or contamination.

All **Pollution or Contamination**, which arises out of or in connection with one incident, shall be

deemed to have occurred at the time such incident takes place.

Offshore Installations

- a Any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation;
- b Any installation in the sea or tidal waters which is intended for the storage or recovery of gas;
- c Any pipe or system of pipes in the sea or tidal waters;
- d Any installation which is intended to provide accommodation for persons who work on or from locations specified in a), b) or c) above.

Cover

We will indemnify **You** against legal liability to pay compensation and claimants' costs and expenses in respect of accidental:

- a **Injury** to person;
- b **Damage** to material property;
- c Nuisance, trespass, obstruction or interference with any right of way, light, air or water.

Occurring within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business**.

Cost and Expenses

We will also pay costs and expenses incurred by **Us**, or with **Our** written consent

- a In connection with the defence of any claim;
- b For representation of **You**:
 - 1 At any coroner's inquest or fatal accident inquiry in respect of death;
 - 2 At proceedings in any court of summary jurisdiction or on indictment in any higher court in respect of any alleged breach of statutory duty resulting in **Injury** or **Damage**.

which may be the subject of indemnity under this **Section**.

Limit of Indemnity

- a **Our** liability for all compensation payable in respect of:
 - 1 Any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause;
 - 2 All **Injury** or **Damage** occurring during any one **Period of Insurance** and caused by and arising from **Products**;

Section 4 - Property Owners' Liability (cont)

- 3 All **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance**.

shall not exceed the Limit of Indemnity stated in the **Schedule**.

- b In respect of all claims against **You** made within the legal jurisdiction of the United States of America or Canada or any dependency or trust territory the Limit of Indemnity shall be inclusive of the amount of all:
- 1 Claimants' costs and expenses;
 - 2 Costs and expenses incurred by **Us** or with **Our** written consent in connection with the defence of such claims.
- c **Our** liability shall not exceed the Limit of Indemnity shown in the **Schedule** in respect of an act of **Terrorism**. For the purpose of this limitation the definition of Terrorism is:-
An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. If **We** allege that by reason of this limitation any loss damage, cost or expense is not covered the burden of providing the contrary shall be upon **You**.

Extensions

1 – Indemnity to the Other Parties

If **You** so request **We** will indemnify the following parties:

- a Any officer or committee member or other member of **Your** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services against liability incurred in such capacity;
- b Any partner, director or **Employee** of **Yours** against liability incurred in such capacity and in respect of which **You** would have been entitled to indemnity under this **Section** if the claim had been made against You; the territories specified in this **Section** Definition **Territorial**
- c Any principal for whom **You** have agreed to execute work under contract or agreement against liability arising out of the performance of such work by **You** and in respect of which **You** are legally liable and would have been entitled to indemnity under this **Section** if the claim had been made against **You**.

Provided that:

- 1 Each such party shall observe, fulfil and be subject to the terms and conditions of this **Section** in so far as they can apply;
- 2 **Our** liability to **You** and all parties indemnified shall not exceed in total the Limit of Indemnity specified in the **Schedule**.

2 – Joint Insured – Cross Liabilities

If more than one party is named as **You** in the **Schedule** this **Section** shall apply as though each were insured separately provided that **Our** liability to all parties indemnified shall not exceed in total the Limit of Indemnity shown in the **Schedule**.

3 – Overseas Personal Liability

The **Business** is extended to include personal activities (not connected with any gainful occupation or profession nor with the ownership or tenure of any land or building) of any partner, director or **Employee** or family member of such partner, director or **Employee** normally resident within **Limits a)** in the course of any journey or temporary visit to any other country made in connection with the **Business**.

4 – Motor Contingent Liability

We will indemnify **You** in the terms of this **Section** against liability arising out of the use in connection with the **Business** of any vehicle not owned, provided or being driven by **You** but this **Section** does not cover liability:

- a In respect of **Damage** to such vehicle;
- b Arising out of any such use in any country outside the European Union;
- c Incurred by any party other than **You**;
- d Incurred by any party identified in Extension 1 – Indemnity to other Parties than an **Employee**.

For the purpose of this cover Exclusion 1 – Injury to **Employees** does not apply.

5 – Health and Safety at Work – Legal Defence Costs

Subject to the written consent and the control of **Us**, **we** shall indemnify **You** and if **You** so request, any **Employee** of **Yours** or director or partner in respect of Legal Costs incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that the proceedings relate to both the health and safety and welfare of any **Employee** and an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension shall not apply to:

- a fines or penalties of any kind;
- b proceedings consequent upon any deliberate act or omission by:
 - i. the **Insured**; or
 - ii. any partner, director or **Employee** of the **Insured**; which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission.

Section 4 - Property Owners' Liability (cont)

c where indemnity is provided by any other Insurance:

For the purposes of this Extension "Applicable Legislation" shall mean the Republic of Ireland Safety, Health and Welfare at Work Act 1989 and any amending and/or subsequent legislation.

6 – Data Protection

We will indemnify **You** and at **Your** request any partner, director or **Employee** of **Yours** against the sums which **You** or any director, partner or **Employee** of **Yours** become(s) legally liable to pay as compensation, under Section(s) 22 and/or 23 of the Data Protection Act 1984 as amended by the Data Protection Act 1998, for **Damage** or distress caused in connection with the **Business** during the **Period of Insurance** provided that **You** are:

- a Registered user in accordance with the terms of the Act;
- b Not in business as a computer bureau.

The total amount payable including all costs and expenses under this paragraph, in respect of all claims occurring during any one **Period of Insurance**, is limited to €100,000.

We will not pay for:

- 1 Any **Damage** or distress caused by any deliberate act or omission by **You** the result of which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission;
- 2 Any **Damage** or distress caused by any act of fraud or dishonesty;
- 3 The costs and expenses of rectifying, rewriting or erasing data;
- 4 Liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- 5 The payment of fines or penalties.

7 – The Republic of Ireland Derelict Sites Act 1990

We shall indemnify **You** against damages and claimant's costs and expenses arising out of legal liability in respect of accidental Injury or accidental damage to Property incurred by **You** by virtue of the Republic of Ireland Derelict Sites Act 1990 in connection with premises disposed of by **You**.

This Extension will not apply to legal liability:

- a for the costs of remedying any defect or alleged defect in premises disposed of by **You**;
- b notwithstanding Condition 2 of this **Section**, whereby **Indemnity** is provided by other Insurances.

8 – Consumer Protection and Food Safety Acts – Legal Defence Costs

We will indemnify **You** and if **You** so request any partner, director or **Employee** of **Yours** in the terms of this **Section** in respect of legal costs and expenses incurred with **Our** written consent in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a Part 2 of the Consumer Protection Act 1987; or
- b Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990.

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

Provided that **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for:

- a Fines or penalties of any kind;
- b Proceedings or appeals in respect of any deliberate act or omission;
- c Costs or expenses insured by any other policy.

9 – Court Attendance Compensation

If during the **Period of Insurance** any partner, director or **Employee** of **Yours** is required to attend Court as a witness at **Our** request in connection with a claim which is the subject of indemnity under this **Section We** will pay compensation to **You** on the following scale for each day that attendance is required:

- a Any director or partner €625;
- b Any **Employee** €320.

10 – Contractual Liability

In respect of liability assumed by **You** by a contract or agreement entered into by **You** and which would not have attached in the absence of such contract or agreement, the indemnity provided by this **Section** shall only apply if the sole conduct and control of any claim is vested in **Us**.

Provided that **We** shall not in any event provide indemnity:

- a Under Exclusion 9) a) of this **Section** except as stated therein;
- b In respect of liquidated damages or fines or damages imposed by or payable under any penalty clause.

11 – Legionellas Liability

Exclusion 4) b) of this **Section** shall not apply to any discharge, release, or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

Section 4 - Property Owners' Liability (cont)

Provided that:

a **We** will only indemnify **You**:

- 1 In respect of claims arising from **Pollution or Contamination** which arise out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like first made in writing to **You** during the **Period of Insurance**; or
- 2 If the first notification of a circumstance which has caused or is alleged to have caused **Injury or Damage** and can be reasonably expected to give rise to a claim arising from **Pollution or Contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like is notified to **You** during the **Period of Insurance** or within thirty (30) days after expiry of the same **Period of Insurance**.

b **Our** liability under this Extension for all compensation (including interest thereon) and claimants costs' and expenses payable shall not exceed €500,000 and for all claims arising from **Pollution or Contamination** shall not exceed the Limit of Indemnity as stated in the **Schedule**.

c This Extension shall not apply to any claim arising from **Pollution or Contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the **Period of Insurance You** had become aware of circumstances which have given or may give rise to such **Pollution or Contamination**.

Exclusions

In addition to the general policy exclusions **We** will not pay for:

1 – Injury to Employees

Liability in respect of **Injury** to any **Employee** arising out of and in the course of the employment or engagement of such person by **You**.

2 – Work on Offshore Installations

Liability in respect of **Injury or Damage** arising in connection with visiting or working on or travel to or from **Offshore Installations**.

3 – Fines, penalties, liquidated, punitive, exemplary or aggravated damages

Liability in respect of:

- a Fines, penalties or liquidated damages;
- b Punitive, exemplary or aggravated damages or any damages resulting from the

multiplication of compensatory damages.

4 – Pollution or Contamination

Liability in respect of:

- a **Pollution or Contamination** occurring in the United States of America or Canada or any dependency or trust territory;
- b **Pollution or Contamination** occurring elsewhere unless caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

5 – Mechanically Propelled Vehicles

Liability arising out of the ownership, possession or use by or on **Your** behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exclusion shall not apply:

- a While such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation);
- b In respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle, except where more specifically insured by any other **Policy**.

6 – Vessels or Craft

Liability arising out of the ownership, possession or use by **You** or on **Your** behalf of any vessel or craft designed to travel in, on or through water, air or space (other than hand-propelled watercraft).

7 – Property in Your charge or control

Liability in respect of **Damage** to any **Property** belonging to or in **Your** charge or control other than:

- a Personal effects or vehicles of any partner, director or **Employee** of or visitor to **You**;
- b Premises (and their Contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge for the purpose of carrying out work;
- c Premises (including their fixtures and fittings) leased, rented or hired to **You** but this **Section** does not cover liability attaching to **You** solely under the terms of any tenancy or other agreement.

8 – Damage to Goods Supplied

Liability in respect of:

- a **Damage** to any goods or other property sold, supplied, delivered, installed or erected by or on **Your** behalf;

Section 4 - Property Owners' Liability (cont)

- b All costs of or arising from the need for making good, removal, repair, rectification, replacement or recall of:
 - 1 Any such goods or property;
 - 2 Any defective work executed by **You** or on **Your** behalf. Except that 8) a) and 8) b) 1) above shall not apply to liability in respect of **Damage** to the said goods or Property if such **Damage** is caused by or arises from:
 - i any alteration, repair or servicing work executed;
 - ii any other goods or property sold, supplied, delivered, installed or erected by **You** under a separate contract.

9 – Products

In respect of **Injury** or **Damage** caused by or arising from **Products**:

- a Any liability which attaches to **You** solely under the terms of an agreement other than:
 - 1 Under any warranty of goods implied by law;
 - 2 Under any indemnity clause in any agreement between **You** and any independent carrier in respect of **Injury** or **Damage** caused by **Products** entrusted to such carrier for transit by road, rail or waterway.
- b Any **Product** installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or incorporated in any such craft.
- c Any claim made against **You** in any country outside the European Union in which **You** occupy premises or are represented by any resident **Employee** or holder of **Your** power of attorney.

10 – Advice and Design

Liability for **Injury** or **Damage** arising out of or in connection with advice, design, formula, specification, inspection, certification or testing provided or performed for a fee by or on **Your** behalf other than where provided or performed in connection with any **Product**.

11 – Contract Works and JCT Clause 21.2.1

Liability in respect of **Damage** to any property:

- a Comprising or to be incorporated in the contract works in respect of any contract undertaken by **You**;
- b Against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the JCT (RIBA) Conditions of Contract or of any other contract condition requiring insurance of a like kind.

12 – Manual Work

Liability arising from or as a consequence of any manual work carried out away from any premises belonging, leased, rented or hired to **You** other than delivery or collection.

13 – Slings and Cradles

Liability for **Injury** or **Damage** arising out of the operation of a sling and/or cradle.

14 – Computer Date Recognition

Liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether **Your** property or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

- a Correctly to recognise any date as its true calendar date;
- b To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as result of treating any date otherwise than its true calendar date;
- c To recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore, correctly to manipulate, interpret, calculate or process any data on or after any date.

15 – Excess

The first €100 of each and every claim in respect of **Damage** to material **Property**.

Conditions

In addition to the general policy conditions the following apply:

1 – Discharge of Liability

We may pay to **You** in the event of any one claim or series of claims arising out of one occurrence the specified Limit of Indemnity in respect thereof (after deducting therefrom any sums already paid) or any lesser amount for which the claim(s) can be settled and thereafter be under no further liability in respect of such claim or series of claims arising out of one occurrence, except for the amount of any costs and expenses incurred prior to the date of the payment.

2 – Other Insurances

We will not indemnify **You** in respect of liability which is insured by or would but for the existence of this **Section** be insured by any other policy or **Section** except in respect of any **Excess** beyond the amount payable under such **Policy** or **Section** or which would have been payable under such other **Policy** or **Section** had this **Section** not been effected.

General Policy Conditions

You must keep to the terms and conditions of this **Policy**. Failure to do so may invalidate **Your** claim.

1 – Cancellation

• **Statutory Cancellation Rights**

You have the right to cancel this **Policy** by writing to **Us** within 14 days of receipt of the **Policy** documents for new business or, in the case of renewals, within 14 days of the renewal date. There will be no refund of premium in the event that **You** make a claim during the period on cover, however, in all other cases we will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**. In the event where there has been a claim, if **You** are paying by instalments **You** will either have to continue with the agreed instalment payments until the **Policy** renewal date, or **We** may, at **Our** discretion, deduct the outstanding instalments due from any claim payment made.

• **Cancellation Outside the Statutory Period**

You may cancel this **Policy** at any time by providing written notice to **Your** Broker or Agent. Providing **You** have not incurred any eligible claims during the period of cover, **We** will retain an amount of premium in proportion to the time you have been on cover and refund the balance to **You**. If **You** cancel this **Policy** and are paying by instalments, **Your** instalment payments will cease unless **You** have incurred any eligible claims during the period of cover, in which case **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may, at **Our** discretion, deduct the outstanding instalment payments due from any claims payment made.

• **Our Right to Cancel**

We have the right to cancel **Your Policy** at any time by giving **You** fourteen days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the most recent address **We** have for **You** and will set out the reason(s) for cancellation in **Our** letter. Valid reasons for cancellation may include, but are not limited to :

- Where **You** fail to pay the agreed premium or, if paying the premium by instalments, **You** fail to pay any of the agreed instalments; or
- Where **You** fail to notify **Us** as soon as possible of a change in **Your** circumstances which may affect this insurance; or
- Where there is a change in **Your** circumstances which no longer meets **Our** underwriting criteria; or
- Where **You** fail to ensure the sums insured are adequate to represent the full value of the property insured in accordance with the General Conditions contained in this Policy Wording; or
- Where **You** or **Your Family** fail to take all reasonable precautions to avoid injury, loss or damage or fail to take all practicable steps to safeguard **Your** property insured under this Policy from loss or damage; or
- Where **You** fail to tell **Us** about any conversions, extensions or other structural work to the Buildings prior to commencement in accordance with the General Conditions contained in this Policy Wording; or

- Where **We** reasonably suspect fraud; or

Where **You** are required by the terms of **Your Policy** to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend **Our** interests.

2 – Changes in circumstances.

You must immediately tell **Us** about any change in **Your** circumstances. In particular **You** must tell **Us** if there is a change to:

- a The address of the **Property** insured;
- b The use of the **Building** (including if the **Property** becomes **Unoccupied**); or
- c The structure of the **Building**.

You must tell **Us** if, at any time, the:

- d Total cost of rebuilding the **Building**; or
- e Total cost of replacing the **Contents**;

is greater than the **Sum Insured**.

3 – Unoccupied Properties

If the **Buildings** become **Unoccupied** during the **Period of Insurance** or are **Unoccupied** at the start of this insurance, the following will apply:

We will cover **You** for **Damage** to the **Buildings** only, whilst **You** are waiting for a tenant to move in or whilst the **Building** is undergoing **Renovation**, for a maximum of 60 consecutive days starting from the day the last **Tenant** moved out, provided that:

- a **You** or **Your** agents inspect the **Buildings** internally and externally at least every 7 days;
- b The water, gas and electricity supplies are turned off at the mains and the water system drained except where required to be maintained for central heating and the thermostat set to a minimum temperature of 15 degrees Centigrade (59 degrees Fahrenheit);
- c The **Buildings** be kept secured by:
 - 1 The use of mortice deadlocks conforming to BS3621 or close-shackle padlocks with matching locking bar on all external doors or shutters;
 - 2 The use of window locks – where locks are not fitted, windows must be screwed shut;
 - 3 Repairing any broken or defective windows or boarding them externally using 19mm thickness shuttering grade plywood adequately braced and secured against forced entry;
 - 4 Sealing all letterboxes or fitting a stout steel cage internally.
- d The **Buildings** and all yards and areas surrounding the **Buildings** are kept free from fuel and all combustible materials.

You must keep a record of all inspections, **We** must be able to inspect **Your** records at any time.

General Policy Conditions (cont)

- e If the **Buildings** are broken into or vandalised, **You** must immediately:
 - 1 Follow the claims procedure set out in this **Policy**; and
 - 2 Keep a record of any necessary work and inspections **We** must be able to inspect **Your** records at any time.

Whilst the **Buildings** are **Unoccupied**, **We** will not cover **Damage**:

- a Arising from Insured Perils h, i, j, k and n ;
- b Arising from Cover Extension 1 to **Section 1 – Accidental Damage**;
- c To **Contents**.

4 – Maintenance and safety requirements

- a All gas and electrical appliances and installations must be inspected as required by the appropriate Legislation. Records of all inspections/work including repairs, replacement, maintenance and servicing undertaken and the appropriate documentation/certificate issued must be kept by **You** or a responsible person acting on **Your** behalf. **We** must be able to inspect these records upon request;
- b All upholstered furniture must satisfy all requirements of The Furniture and Furnishings (Fire) (Safety) Regulations and any Amendments thereto.
- c **You** must give **Your** tenants all relevant instruction manuals.

5 – Reasonable care.

You shall take all reasonable care:

- a To prevent accident and any **Injury** or **Damage**;
- b To observe and comply with statutory or local authority laws, obligations and requirements;
- c In the selection and supervision of **Employees**;
- d To maintain the **Property** Insured used in connection with the **Business** in efficient and safe working order;
- e To make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

6 – Personal representatives.

If **You** die, **Your** personal representatives will have the benefit of this **Policy** for the rest of the current **Period of Insurance** as long as: they tell **Us**, as soon as possible, about **Your** death; and they keep to all terms and conditions of this **Policy**.

7 – Fraud.

If **You** or anyone acting on **Your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this **Policy** shall be void and **You**

will forfeit all rights under the **Policy**. In such circumstances, **We** retain the right to keep the premium and to recover any sums paid by way of benefit under the **Policy**.

8 – Governing law.

Unless otherwise agreed by **Us** and **You**, this contract shall be subject to and constructed solely in accordance with Irish Law.

9 – Subrogation

Any claimant under this **Policy** shall, at **Our** request and expense, take or permit to be taken all necessary steps for enforcing rights against any other party in **Your** name, before or after **We** make payment.

We agree to waive any such rights to which **We** might become entitled by subrogation against any company standing in relation of parent to subsidiary (or subsidiary to parent) to **You** or against any company which is a subsidiary of a parent company of which **You** are a subsidiary, in each case within the meaning of the Companies Act or Companies (Northern Ireland) Order current at the time of **Damage**.

10 – Rights of Third Parties

A person or company who was not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this **Policy** but this does not affect any right or remedy to a third party which exists or is available apart from such Act.

11 – Discharge of Liability

We may absolve ourselves from any further liability in connection with any occurrence or all occurrences of a series consequent on or attributable to one source or original cause by the payment of the specified **Sum Insured** or Limit of Liability in respect thereof (after deducting therefrom any sums already paid) or by the payment of any balance of any maximum **Sum Insured** or limit of liability for any one **Period of Insurance** whichever is the less, together with the amount of any costs and expenses to the date of such payment.

12 – Other Insurances

If at the time of any **Damage** there is any other insurance covering such **Damage**, **We** will only pay **Our** rateable proportion of such loss.

13 – Administration Fee

We will charge an administration / cancellation fee of €25 for every alteration to the **Policy** made by **You** except for circumstances connected with the death of policyholder, or failure to renew or notification of changed bank details.

14 – Non Invalidation Clause

The insurance under this **Policy** shall not be invalidated by any act or omission or by any alteration whereby the risk of **Damage** is increased unknown to or beyond **Your** control, provided that **You** shall give notice to **Us** as soon as reasonably practicable after such act or omission or alteration comes to **Your** notice and shall pay any additional premium required by **Us**.

General Policy Conditions (cont)

15 – Subrogation Waiver

We agree to waive any rights to which **We** may become entitled against any tenant of the **Property** insured unless:

- A **Damage** has been occasioned, or contributed to, by the fraudulent or criminal or malicious act of such a tenant;
- B **Damage** has occurred to parts of the premises not leased or rented by such tenants, other than common areas, the use of which is available to tenants.

General Policy Exclusions

The following Exclusions are applicable unless stated to the contrary in any **Section**.

We will not cover -

1 – Terrorism

- a **Damage** or **Loss of Rent** in England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Seas Act 1987) nor the Channel Islands nor the Isle of Man, occasioned by or happening through or in consequence directly or indirectly of **Terrorism**.
- b **Damage** or **Loss of Rent** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:
 - 1 Riot, civil commotion, (except in respect of **Damage** or **Loss of Rent** by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.
 - 2 **Terrorism**
This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

2 – Territorial Limits

Damage, Injury or liability arising out of any occurrence outside Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, except where stated to the contrary.

3 – Existing Damage and Deliberate Damage

- a Any **Damage** occurring before the start of this **Policy**;
- b Any **Damage** deliberately caused by **You** or anyone working on **Your** behalf.

4 – Use of the Buildings

- a Any **Damage** caused by cooking in rooms other than rooms that are fitted and designed as kitchens;
- b Any **Damage** caused by any heating appliance other than ducted warm air or water filled radiators, directly fired fixed heating system, electric wall mounted or storage heater, together with domestic electric fan heaters.
- c Costs for keeping to any requirements or regulations **You** knew of before the **Damage** occurred.

5 – Loss of value and consequential loss

- a Loss of value of the **Buildings, Contents** or any other **Property** insured;
- b Consequential loss of any kind or description unless otherwise insured under **Section 2 – Loss of Rent**.

6 – Wear and Tear

Any **Damage** caused by wear and tear or any gradually operating cause.

General Policy Exclusions (cont)

7 – Domestic Pets, insects or vermin

Any **Damage** caused by domestic pets or by insects or vermin.

8 – Property not covered

Damage or **Injury** to

- a Living creatures;
- b Motorised vehicles, trailers, caravans, or spare parts and accessories in or on any of them;
- c **Property** more specifically insured by any other policy;
- d Shop fronts in the **Buildings** and the glass therein;
- e Any claim for non-business **Contents** in the non-domestic part of the **Buildings**;
- f Plants trees and shrubs in the garden unless otherwise specifically stated in the **Policy**.

9 – Radioactive contamination

Damage or legal liability directly or indirectly caused by:

- a Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning of nuclear fuel;
- b The radioactive, poisonous explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

10 – Confiscated Property

Property being confiscated or detained by any government or public or local authority.

11 – Sonic bangs

Damage from pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

12 – War risks (not applicable to Section 3 – Employers Liability)

Any consequence whether direct or indirect of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

13 – Change in Water Table

Damage attributable solely to changes in the water table level.

14 – E-Risks

- a **Damage** to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
 - 1 Programming or operator error whether by **You** or any other person;
 - 2 **Virus or Similar Mechanism** (as defined below);
 - 3 **Hacking** (as defined below);
 - 4 Malicious persons;

- 5 Failure of external networks unless in respect of 1), 2), 3) above, such **Damage** results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.
- b Any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of **Damage** described in paragraph a) of this Exclusion unless, in respect of a) 1), 2) or 3) above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion;
- c **Damage** to any property other than Computer Equipment where it arises directly or indirectly out of **Damage** to any Computer Equipment of the type described in paragraph a) of this Exclusion unless, in respect of **Damage** to other property arising from a) 1), 2) and 3) above, resulting from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion;
- d **Damage** either to Computer Equipment or any other **Property** where it consists of or arises directly or indirectly out of:
- 1 The erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons;
 - 2 The erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d) 1) above;
 - 3 Any misrepresentation, use or misuse of information on computer systems or other records, programs or software.

Unless, in respect of d) 2) and 3) above, such **Damage** results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

- e Any financial loss or expense of whatsoever nature, including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or **Damage** described in paragraphs c) and d) of this Exclusion unless, in respect of c), d), 2) and 3) above the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** exclusion.

For the purpose of this Exclusion :

Computer Equipment

Means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether it is **Your Property** or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism

Means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect computer programs, data files or operations (whether involving self replication or not), including but not limited to “Trojan Horses”, “Worms” or “Logic Bombs”.

Hacking

Means unauthorised access to any computer or computer equipment, component, system or item, whether it is **Your Property** or not, which processes, stores, transmits or retrieves data.

Claims Procedures and Conditions

1 – Claims – Action required by You

You shall in the event of any **Injury, Damage or Loss of Rent** as a result of which a claim is or may be made under this **Policy** or any **Section** of it, and again upon receipt by **You** in writing of any notice of any claims or legal proceeding:

- a Notify **Us** within 30 days (or 7 days in the case of **Injury, Damage or Loss of Rent**, by riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons or theft) or such further time as **We** may allow;
- b Notify **Us** immediately upon being advised of any prosecution, inquest or enquiry connected with any **Injury, Damage or Loss of Rent** which may form the subject of a claim under this **Policy**;
- c Notify the Garda Siochana as soon as it becomes evident that any **Damage** has been caused by theft or malicious persons;
- d Pass immediately, and unacknowledged, any letter of claim to **Us**;
- e Carry out and permit to be taken any action which may be reasonably practicable to prevent further **Injury, Damage or Loss of Rent**;
- f Retain unaltered and un-repaired anything in any way connected with the **Injury, Damage or Loss of Rent** for as long as **We** may reasonably require;
- g Furnish with all reasonable despatch at **Your** expense;
 - 1 Such further particulars and information as **We** may reasonably require;
 - 2 If required, a statutory declaration of the truth of the claim;
 - 3 Details of any other insurance covering the subject matter of the claim under this **Policy** and any matters connected with it;
- h Make available at **Your** expense any documents required by **Us** with regard to any letter of claim;
- i Not pay or offer or agree to pay any money or make any admission of liability without **Our** previous consent;
- j Allow **Us** in **Your** name and on **Your** behalf to take over and, during such periods as **We** think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with **Us** for that purpose.

No claim under this **Policy** shall be payable and any payment on account of a claim already made shall be repaid to **Us**, if the terms of this **Policy** Condition are not complied with.

2 – Claims – Our rights

In respect of **Injury, Damage or Loss of Rent** for which a claim is made, **We** and any person authorised by **Us** may without incurring any liability or diminishing any of **Your** rights in respect of the cover under this **Policy**, enter premises where such **Injury, Damage or Loss of Rent** has

occurred, and take possession of or require to be delivered to **Us** any **Property** insured, and to deal with such **Property** for all reasonable purpose and in any reasonable manner.

No **Property** may be abandoned to **Us**, whether taken possession of by **Us** or not.

We will not pay for any claim unless the terms of these Conditions have been complied with.

3 – How to make a claim

If you wish to make a claim we can be contacted by writing to The Claims Department, Prestige Underwriting Services Limited, The Lanyon Building, 10, North Derby Street, Belfast, Co. Antrim, BT15 3HL or telephone 1890 882525. Our dedicated staff will be pleased to assist you.

Complaints Procedure

Inquiries and Complaints

Any enquiry or complaint should be addressed in the first instance to your broker.

Prestige Underwriting Services (Ireland) Ltd aim to provide a first class service at all times, however, if you have any complaint regarding the standard of service you have received under your policy, the following procedure is available to you to resolve the situation. In the first instance please, contact:

The General Manager
Prestige Underwriting Services (Ireland) Ltd.
Lanyon Buildings
10 North Derby Street
Belfast BT15 3HL

Telephone: 048 9035 5585

email: complaints@prestigeunderwriting.co.uk

We will acknowledge your complaint advice within 5 working days of the date of receipt. The majority of complaints can be resolved quickly, but occasionally we may need to make more detailed enquiries. If this is likely, we will write to you to keep you updated of the investigations. The aim is to resolve the complaint to your satisfaction and we will send you a Final Response within 8 weeks of your complaint.

Your insurer falls within the jurisdiction of the United Kingdom therefore if you are not satisfied with the final response from us or more than 8 weeks have passed since we received your complaint, you may refer your complaint directly to the Financial Ombudsman Service (FOS). Please note that the FOS will only consider your complaint if you have given us the opportunity to resolve your complaint. If you remain dissatisfied after our final response you may refer your complaint to the:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: +44 20 79 641000

or by email: complaint.info@financial-ombudsman.org.uk

In all communications the policy/certificate number appearing in line one of the schedule should be quoted.

Financial Services Compensation Scheme

AmTrust Europe Limited, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on +44 20 7741 4100.

The complaints procedure above does not affect any legal right you may have to take action against **Us**.

This policy is provided by:

AmTrust Europe Limited,
Market Square House,
St James's Street,
Nottingham,
NG1 6FG.
Registered No. 1229676.
FCA Firms Reference Number 202189

Tel: +44 115 941 1022

Fax: +44 115 941 1316

Email: nottingham@amtrusteu.co.uk

Member of the Association of British Insurers

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

You can check the above details on the Financial Services Register by visiting the FCA website: www.fca.org.uk or by contacting the FCA on +44 20 70 661 000.

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company Registration Number 119908. Registered Address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Ireland.

Claim *Line*

24 Hour Accident Reporting Line

You can call our Claim line, anytime day or night. We are on duty 24 hours a day, 365 days a year, to give help or advice and progress your claim as fast as possible.

Just call to claim...

1890 882525

Call our dedicated Claim Line number and we will be able to:-

- Validate your claim

We will be advising your broker or intermediary of your claim, so you receive not only fast approval but retain your access to professional independent insurance advice should you need it.



Trading
Partnerships

Vision for
the Future

Unbroken
Communication

Electronic
Communication

108968 Rev (01/05/14) Version 3.0

Prestige Underwriting Services (Ireland) Limited is Registered in Ireland. Company Registration Number 119908.

Registered Address: Ground Floor, Teach chin Aird, Ashe Street, Cavan, Ireland

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