
ALL MACHINERY & BUSINESS INTERRUPTION Insurance Policy

This Policy (and the Schedule which forms and integral part of the Policy) is a legal contract. Please examine it carefully to ensure that it meets your requirements. If it does not, please advise your insurance adviser immediately.

We would remind you that you are required to inform us immediately of any material facts or changes. 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 or change is material or not, please contact your insurance adviser.

RSA Insurance Ireland DAC (herein called the Company) and you the Insured agree that

- (a) this Policy the Schedule (including any Schedule issued in substitution) and any memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached or which is in capital letters and/or in bold shall bear such meaning wherever it appears and
- (b) any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- (c) the Company has relied on the information provided by the Insured and/or their broker in correspondence, proposal forms and other communications, in providing the insurance
- (d) the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- (e) all monies which become or may become payable by the Company under the contract will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland and
- (f) all monies which become due under the contract shall be paid or payable in Euro currency amounts unless otherwise agreed by the Company and
- (g) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- (h) the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. This Policy shall be governed by Irish Law and all communications between the Insured and the Company will be in English
- (i) Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)

RSA is a registered business name of RSA Insurance Ireland Designated Activity Company (DAC). RSA Insurance Ireland DAC trading as RSA is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.

DEFINITIONS

PROPERTY

Property includes Boiler and Pressure Plant (unless otherwise stated in the Schedule) and shall mean all integral parts of any item of machinery and plant described in the Schedule but excludes even if integral to the Property (unless specifically stated as being covered)

- a) chimneys masonry brickwork foundations racking shelving and supporting structures
- b) Computer or data processing equipment (unless linked and wholly dedicated to the control of any machine or production or treatment process)
- c) office equipment including but not limited to communications or alarm systems vending machines games machines and office equipment including but not limited to typewriters adding machines calculators facsimile machines and equipment for the printing or reproduction of documents or other records
- d) any item or part of Property sold supplied processed serviced manufactured or stored in the course of the Insureds trade or business
- e) exchangeable or detachable tools equipment and appliances or parts requiring renewal in the normal course of operation
- f) vehicles other than purpose-built lifting and handling machinery
- g) the contents of Boiler and Pressure Plant
- h) any Property of a prototypical or experimental or novel nature in use or application

REINSTATEMENT

Reinstatement shall mean

- a) where any item of Property suffers DAMAGE to the extent that it cannot be economically repaired replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest overall performance and/or capacity to the Property which has suffered DAMAGE
- b) where any item of Property otherwise suffers DAMAGE the repair of the DAMAGE and the restoration of the portion of Property suffering DAMAGE to a working condition substantially the same as but not better or more extensive than its condition when new

BOILER AND PRESSURE PLANT

Boiler and Pressure Plant shall mean

- a) Boilers
- b) Property subject to internal steam pressure
- c) Property used for storage of fluids under pressure
- d) Vacuum vessels
- e) piping associated with any of the above

BREAKDOWN

Breakdown shall mean

- a) The actual failure breaking distortion or burning out of any part of the Property whilst in use arising out of
 - i) mechanical or electrical defects in the Property
 - ii) failure or fluctuation of electricity supply
 - iii) DAMAGE caused by the error or omission of the operator(s) during the normal operation of the Property other than in respect of any failure to maintain
- b) the fracturing of any part of the Property by frost when such fracture renders that part of the Property inoperative

BUSINESS

As detailed in the Schedule

COLLAPSE

Collapse shall mean the sudden and dangerous distortion (whether or not attended by rupture) of any part of the Boiler and Pressure Plant caused by crushing stress by force of steam or other fluid pressure (other than pressure or ignition of gases in the furnaces or flues)

DAMAGE

DAMAGE in capital letters shall mean physical loss destruction or damage

DEFINITIONS (continued)

PRESSURE EXPLOSION	Pressure Explosion shall mean the sudden and violent rending of the Property by force of internal steam or other fluid pressure (other than pressure of chemical action or ignition of the contents or pressure or ignition of gases in the furnaces or flues) causing bodily displacement of any part of the Property together with the forcible ejection of the contents
SITUATION	Situation shall mean the location of the Property as detailed in the Schedule
TERRORISM	Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence
VALUE ADDED TAX	To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Policy shall be exclusive of such tax
CURRENT COST ACCOUNTING	For the purpose of this policy any adjustment implemented in current cost accounting shall be disregarded
GROSS PROFIT	<p>Gross Profit shall mean the amount by which the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses</p> <p>Note: The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insureds normal accountancy methods due provision being made for depreciation</p>
ESTIMATED GROSS PROFIT	The amount declared by the Insured to the Company as representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the period of insurance (or a proportionally increased multiple thereof where the Maximum Indemnity Period exceeds 12 months)
GROSS REVENUE	The money paid or payable to the Insured for services rendered in the course of the Business
ESTIMATED GROSS REVENUE	Estimated Gross Revenue shall mean the amount declared by the Insured to the Insurers as representing not less than the Gross Revenue which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months)
INDEMNITY PERIOD	Indemnity Period shall mean the period beginning with the occurrence of the Insured Event and ending when the results of the Business cease to be affected by the Insured Event but not exceeding the maximum Indemnity Period stated in the schedule
NEW BUSINESS	For the purpose of any claim arising from an Insured Event occurring before the completion of the first years trading of the Business the terms Rate of Gross Profit Standard Turnover and Standard Gross Revenue shall bear the following meanings
NEW BUSINESS RATE OF GROSS PROFIT	New Business Rate of Gross Profit shall mean the Rate of Gross Profit earned on the Turnover during the period between the date of the commencement of the Business and the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event
NEW BUSINESS STANDARD TURNOVER	New Business Standard Turnover shall mean the proportional equivalent for a period equal to the Indemnity Period of the Turnover realised during the period between the date of the commencement of the Business and the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event
RATE OF GROSS PROFIT	Rate of Gross Profit shall mean the Rate of Gross Profit earned on the Turnover during the financial year immediately before the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured

DEFINITIONS (continued)

Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

STANDARD TURNOVER

Standard Turnover shall mean the Turnover during that period in the twelve months immediately before the date of the Insured Event which corresponds with the Indemnity Period

to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

TURNOVER

The money (less discounts allowed) paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the Business

UNINSURED WORKING EXPENSES

Purchases (net of discounts) packaging carriage and freight (unless as otherwise stated in the Schedule)

Note: The words and expressions used in this definition shall have the meaning usually attached to them in the books and accounts of the Insured

NEW BUSINESS STANDARD GROSS REVENUE

New Business Standard Gross Revenue shall mean the proportional equivalent for a period equal to the Indemnity Period of the Gross Revenue realised during the period Between the date of the commencement of the Business and the date of the Insured Event to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

STANDARD GROSS REVENUE

Standard Gross Revenue shall mean the Revenue during that period in the twelve months immediately before the date of the Insured Event which corresponds with the Indemnity Period to which such adjustments shall be made as may be necessary to provide for the trend of the Business and for variations in or other circumstances affecting the Business either before or after the Insured Event or which would have affected the Business had the Insured Event not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the Insured Event would have been obtained during the relative period after the Insured Event

COVER

COVER

The Cover which applies is indicated by the Cover Reference(s) set against each Item in the Schedule

BASIS OF SETTLEMENT FOR PROPERTY DAMAGE

In the event of DAMAGE (subject to any exclusions) to Property happening during the Period of Insurance whilst at the Situation where the Property suffering DAMAGE is

- 1
 - a) Boiler and Pressure Plant
 - b) Property less than or equal to 2 years old from the date of sale as new or the DAMAGE is by Pressure Explosion of Property to any other surrounding Property (excluding stock in trade or goods in process of manufacture)

owned by the Insured or for which the Insured is responsible the amount payable by the Company shall be Reinstatement
- 2 Property not stated in 1 the Company will pay to the Insured the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the DAMAGE or at the Company option reinstate or replace such Property

and such additional cost of Reinstatement as may be incurred in complying with Building Regulations or local authority or statutory requirements

LIMIT OF LIABILITY FOR DAMAGE TO PROPERTY

The liability of the Company shall not exceed in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause any limit of liability or sum insured stated in the Schedule

Where DAMAGE occurs

- a) to only part of the Property
- b) and where the Policy provides such Cover for Pressure Explosion of Property to any other surrounding Property (excluding stock in trade or goods in process of manufacture)

the liability of the Company shall not exceed the amount that the Company would have been liable to pay had the Property been wholly destroyed

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such DAMAGE been sustained by any one of the Insured parties or legal entities

Where the basis of payment is to be Reinstatement no payment shall be made

- a) unless Reinstatement commences and proceeds without unreasonable delay
- b) until Reinstatement has been carried out
- c) if the Property and where the Policy provides Cover for Pressure Explosion of Property to any other surrounding Property (excluding stock in trade or goods in process of manufacture) at the time of its DAMAGE shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating

- a) the whole of the Property
- b) where the Policy provides such Cover for Pressure Explosion of Property to any other surrounding Property (excluding stock in trade or goods in process of manufacture)

exceeds the sum insured thereon at the commencement of any DAMAGE the liability of the Company shall not exceed that proportion of the amount of the DAMAGE which the sum insured shall bear to the sum representing the cost of reinstating the whole of the Property at that time

COVER REFERENCE FRAGMENTATION (FR2)

FRAGMENTATION

DAMAGE by impact to surrounding Property belonging to the Insured or for which the Insured is responsible resulting from fragmentation of any part of the Property

EXCLUSIONS TO FR2 COVER

This Cover Reference does not cover loss resulting from

TESTING OVERLOADING AND REPAIR

DAMAGE caused by and occurring during testing or intentional overloading of the Property or by the application of any tool or process in the course of any modification maintenance repair or overhaul of the Property except for DAMAGE caused by and occurring during the checking of the correct working of the Property or during the checking of safety installations in connection therewith during the normal operations of the Property

CHEMICAL ACTION

DAMAGE caused by explosion resulting from chemical action or ignition of contents of the Property

RESULTING DAMAGE

DAMAGE resulting from lack of heat light power steam refrigeration or air conditioning

MACHINE AND CONTENTS

DAMAGE to the Property itself or to the contents of the Property or to the load handled by the Property

LIQUID OR GASEOUS FLUID

DAMAGE caused by any liquid or gaseous fluid

FIRE

DAMAGE caused by fire howsoever the fire may have been caused

COVER REFERENCE PRESSURE EXPLOSION AND COLLAPSE (EX2)

PRESSURE EXPLOSION AND COLLAPSE

DAMAGE to the Property caused by and solely due to Pressure Explosion or Collapse thereof

EXCLUSIONS TO EX2 COVER

This Cover Reference does not cover loss resulting from

TESTING OVERLOADING AND REPAIR

DAMAGE caused by and occurring during testing or intentional overloading of the Boiler and Pressure Plant except for DAMAGE caused by and occurring during the checking of the correct working of the Boiler and Pressure Plant or during the checking of safety installations in connection therewith during the normal operations of the Property

FIRE

DAMAGE caused by fire howsoever the fire may have been caused

COVER REFERENCE BREAKDOWN (BK2)

BREAKDOWN

DAMAGE to any part of the Property by Breakdown including any resultant loss of coolant lubricant or insulation refrigerant or brine

EXCLUSIONS TO BK2 COVER

This Cover Reference does not cover loss resulting from

TESTING OVERLOADING AND REPAIR

DAMAGE caused by and occurring during testing or intentional overloading of the Property except for DAMAGE caused by and occurring during the checking of the correct working of the Property or during the checking of safety installations in connection therewith during the normal operations of the Property

EXPLOSION

DAMAGE caused by explosion

COLLAPSE

DAMAGE caused by Collapse

RUBBER TYRES

DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arises out of malicious act which necessitates replacement of such tyres repair thereof being impracticable

FIRE

DAMAGE caused by fire howsoever the fire may have been caused

COVER REFERENCE SUDDEN AND UNFORSEEN DAMAGE (SU2)

SUDDEN AND UNFORSEEN DAMAGE

DAMAGE to the Property by Pressure Explosion Collapse Breakdown or any other sudden and unforeseen cause not excluded including any resultant loss of coolant lubricant or insulant refrigerant or brine

EXCLUSIONS TO SU2 COVER

This Cover Reference does not cover loss resulting from

FIRE AND OTHER PERILS

DAMAGE caused by

- a) Fire howsoever the fire may have been caused
- b) Lightning earthquake flood
- c) Aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) Theft
- e) Explosion (other than Pressure Explosion) except to the extent stated in Memorandum – Temporary Removal

This exclusion does not apply to Breakdown arising out of failure or fluctuation of electricity supply

TESTING OVERLOADING AND REPAIR

DAMAGE caused by and occurring during testing or intentional overloading of the Property except for DAMAGE caused by and occurring during the checking of the correct working of the Property or the checking of safety installations in connection therewith during the normal operations of the Property

RUBBER TYRES

DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arises out of malicious act which necessitates replacement of such tyres repair thereof being impracticable

COVER REFERENCE – LOSS OF GROSS PROFIT (LGP)

LOSS OF GROSS PROFIT

If during the Period of Insurance the Business carried on at the Situation by the Insured is interrupted or interfered with in consequence of DAMAGE to Property (subject to any exclusions) as provided by cover references EX2 or BK2 or SU2 (or any combination where a limit is provided in the schedule) the Company will pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the following provisions

The Cover provided by this Policy is

a) Reduction in Turnover

and

b) Increase in Cost of Working

and the amount payable by the Insurers as indemnity thereunder shall be

- a) in respect of Reduction in Turnover the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the Insured Event
- b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the Insured Event but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of any charges and expenses of the Business payable out of Gross Profit as may cease or be reduced in consequence of the Insured Event

LIMIT OF LIABILITY FOR GROSS PROFIT

The liability of the Company shall not exceed in any Period of Insurance

- in respect of Gross Profit 133.33% of the Estimated Gross Profit stated in the Schedule
- in respect of each other item 100% of the sum insured stated therein
- in total the sum of 133.33% of the Estimated Gross Profit and 100% of the sums insured by other items or such other amounts as may be substituted therefore by memorandum signed by or on behalf of the Company

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had an Insured Event been sustained by any one of the Insured parties or legal entities

COVER REFERENCE – LOSS OF GROSS REVENUE (LGR)

LOSS OF GROSS REVENUE If during the Period of Insurance the Business carried on at the Situation by the Insured is interrupted or interfered with in consequence of DAMAGE to Property (subject to any exclusions) as provided by cover references EX2 or BK2 or SU2 (or any combination where a limit is provided in the schedule) the Insurers will pay to the Insured the amount of loss resulting from such interruption or interference in accordance with the following provisions

The Cover provided by this Policy is

a) Loss of Gross Revenue

and

b) Increase in Cost of Working

and the amount payable by the Insurers as indemnity thereunder shall be

a) in respect of Loss of Gross Revenue the amount by which the Gross Revenue during the Indemnity Period shall fall short of the Standard Gross Revenue in consequence of the Insured Event

b) in respect of Increase in Cost of Working the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Insured Event but not exceeding the amount of reduction in Gross Revenue thereby avoided less any sum saved during the Indemnity Period in respect of any charges and expenses of the Business payable out of Gross Revenue as may cease or be reduced in consequence of the Insured Event

LIMIT OF LIABILITY FOR GROSS REVENUE

The liability of the Insurers shall not exceed in any Period of Insurance

- in respect of Gross Revenue 133.33% of the Estimated Gross Revenue stated in the Schedule
- in respect of each other item 100% of the sum insured stated herein
- in total the sum of 133.33% of the Estimated Gross Revenue and 100% of the sums insured by other items or such other amounts as may be substituted therefor by memorandum signed by or on behalf of the Insurers

In the event that the Insured consists of more than one party or legal entity the liability of the Insurers shall not exceed the amount for which the Insurers would have been liable had an Insured Event been sustained by any one of the Insured parties or legal entities

EXCLUSIONS TO LGP & LGR COVER

This cover reference does not cover loss resulting from

UTILITIES

Failure of the public supply of electricity gas or water or failure of the public effluent disposal services due to the deliberate act of the authority responsible for such supply or services or the exercise by any such authority of its power to withhold or restrict supply or services other than for the sole purpose of safeguarding life or the authority's Property

TRANSIT BY SEA AND AIR

DAMAGE occurring whilst the Property is in transit by sea or air

FIRE & PERILS

DAMAGE at the Situation by

- a) fire
- b) lightning earthquake
- c) Aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) theft
- e) explosion (other than Pressure Explosion)

WEATHER AND WATER PERILS

DAMAGE to the Property by flood inundation storm tempest bursting or overflowing of water tanks pipes or similar apparatus or the operation of or discharge or leakage from a sprinkler installation

MEMORANDA

PRESSURE EXPLOSION DAMAGE TO OWNED PROPERTY

In the event of DAMAGE to any Boiler or item of Pressure Plant for which cover is provided by Cover Reference(s) EX2 or SU2 caused by Pressure Explosion the Company will also indemnify the Insured against DAMAGE to surrounding Property belonging to the Insured or for which the Insured is responsible caused by the Pressure Explosion provided that the Company liability under this extension shall not exceed €1,300,000

This cover does not include

- a) DAMAGE resulting from lack of heat light power steam refrigeration or air conditioning
- b) DAMAGE arising from fire howsoever the fire may have been caused

TEMPORARY REMOVAL

The cover provided by this Policy also applies whilst the Property is temporarily located away from the Situation at any other premises or working sites in the European Community or European Free Trade Area for the purpose of repair maintenance overhaul or inspection of the Property including transit between the Situation and such temporary locations

During such temporary relocation the cover under Cover Reference SU2 is extended to include DAMAGE caused by

- a) Fire or explosion howsoever the fire or explosion may have been caused
- b) Lightning earthquake flood
- c) Aircraft and other aerial devices or articles dropped therefrom water discharged or leaking from an installation of automatic sprinklers
- d) Riot strike lock-out civil commotion
- e) Theft

Provided that the Company liability under this extension shall not exceed €32,000 during transit by sea or air in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause

ADDITIONAL PROPERTY

Any additional Property owned by or leased to the Insured of a similar class type function and capacity to the Property described in the Schedule is deemed to be included in this Policy once installation is completed and the Property is handed-over to the Insured and is ready to commence normal working at the Situation stated in the Schedule

provided that

- a) such Property is suitable for service free from material defects and in sound working condition
- b) such Property shall not be worked until any relevant legal requirements for inspection and certification have been fulfilled
- c) such Property shall be insured only to the same extent as similar items of Property described in the Schedule
- d) if any such Property proves to be unacceptable to the Company the insurance on that part of the Property shall terminate from the date of notification to the Insured

TEMPORARY REPAIRS OR EXPEDIATING COSTS

In respect of each claim for DAMAGE for which cover is provided by this Policy the Company will pay the reasonable cost (if previously approved by the Company) of effecting temporary repair and of expediting permanent repair of such DAMAGE provided that the Company limit of liability under this extension shall not exceed €13,000

DEBRIS REMOVAL

Subject to the Sum Insured stated in the Schedule the Company will pay for costs incurred with the Company consent in the removal of Property consequent upon DAMAGE for which cover is provided by this Policy but excluding any costs or expenses arising from pollution or contamination of Property not covered by this Policy

MEASURES TAKEN IN AVOIDANCE OF DAMAGE

Subject to the terms and conditions of this Policy and the Sum Insured stated in the Schedule the Company will pay reasonable costs incurred by the Insured in taking exceptional measures to avoid or mitigate impending DAMAGE for which cover is provided by this Policy provided that

- a) the impending DAMAGE does not stem from any defect within any Property and
- b) DAMAGE would be reasonably expected in the absence of such measures and
- c) the Company are satisfied that DAMAGE has been avoided or reduced in consequence of the measures taken

MEMORANDA (continued)

COSTS OF REPLACEMENT PROPERTY

In the event of DAMAGE to Property for which liability is admitted under this Policy the Company will also pay the cost of hiring-charges incurred by the Insured for the necessary hire of substitute equipment Property of a similar type and capacity until repair or replacement of Property suffering DAMAGE has been effected

Provided that the liability of the Company for the cost of such hiring-charges under this extension shall not exceed €6,500 in respect of any one incident of DAMAGE or series of incidents of DAMAGE form a common cause

In addition and subject to the Sum Insured any Property in respect of which such hiring-charges are payable under this extension shall be insured to the same extent as the Property which suffered DAMAGE provided that the insurance shall not apply beyond the period of hire to which the Company payment of hiring charges relates

PAYMENTS ON ACCOUNT

Where liability under this Policy is admitted the Insured shall be entitled to receive payment(s) as agreed between the Insured and the Company in advance of final settlement

SUBROGATION WAIVER

In the event of a claim arising under this Policy the Company shall not enforce any rights of subrogation against any company being a parent of or subsidiary to the Insured or any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary in each case within the meaning of current legislation

ACCUMULATED STOCKS

In adjusting any loss account shall be taken and an equitable allowance made if any shortage in Turnover due to the Insured Event is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of raw materials work in progress or finished goods at the Situation or elsewhere

OPTION TO CONVERT TO OUTPUT

In respect of any loss insured by this Policy the Insured shall have the option to convert the basis of settlement from Turnover to output or such other basis as may more realistically measure the loss For this purpose output shall mean the sale value of materials produced by the Insured in the course of the Business at the Situation provided that only one basis shall be operative in connection with any one loss

PROFESSIONAL ACCOUNTANTS

Any particulars or details contained in the Insureds books of account or other business books or documents which may be required under Claims Condition – Action By The Insured for the purpose of charges investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company shall pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs information or evidence as may be required by the Company under the terms of Claims Condition – Action By The Insured - and reporting that such particulars or details are in accordance with the Insureds books of account or other business books or documents

provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the sum of the amounts specified herein as the limits of the liability of the Company

AUTOMATIC RESTORATION OF SUM INSURED

The Sums Insured stated in the Schedule will be automatically restored without additional premium from the date of occurrence of any Insured Event or liability of €6,500 or less

DEPARTMENTAL TRADING

If the Business is conducted in departments the independent trading results of which are ascertainable the Cover shall apply separately to each department affected by the Insured Event

ALTERNATIVE TRADING

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

EXCLUSIONS (APPLICABLE TO ALL COVER REFERENCES)

This Policy does not cover

INSURED'S CONTRIBUTION

The Excess stated in the Schedule being the first part of each and every claim to be borne by the Insured as ascertained after the application of all other terms and conditions of the Policy other than those stated in Memorandum – Terrorism Provision

WAR AND TERRORISM EXCLUSION

Wherever the Northern Ireland Exclusion or any Terrorism Exclusion or any other War and Terrorism Exclusion appears in the Policy they are deleted and the following added

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

- (1) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
- (2) any Act of Terrorism
- (3) in Northern Ireland civil commotion (other than in respect of legal liability under Liability insurance if insured)

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government 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

This endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) and/or (3) above

If the Company or Insurers allege(s) that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be upon the Insured

In the event any portion of this endorsement is found to be invalid or unenforceable the remainder shall remain in full force and effect.

POLLUTION OR CONTAMINATION

DAMAGE caused by pollution or contamination except (unless otherwise excluded) DAMAGE caused by pollution or contamination which itself results from any DAMAGE

CORROSION OR EROSION

DAMAGE consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion

WEAR AND TEAR

DAMAGE consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Property but this exclusion shall not apply to DAMAGE to any other part of the Property free from any such condition

OTHER DAMAGE

- a) scratching of painted or polished surfaces
- b) DAMAGE to non-metallic protective linings pipes or hoses and driving or conveyor belts and batteries
- c) DAMAGE to ropes (other than DAMAGE resulting in complete severance)

FINANCIAL LOSS

Loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy

RIOT STRIKE AND CIVIL COMMOTION

DAMAGE caused by riot strike lock-out or civil commotion

EXCLUSIONS (applicable to all cover references) (continued)

RADIOACTIVE CONTAMINATION

DAMAGE to any Property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

BUILDING REGULATIONS

- a) the cost of complying with Building Regulations or local authority or statutory requirements
 - i) relating to undamaged Property or undamaged portions of Property
 - ii) under which notice has been served prior to DAMAGE
- b) any rate tax duty development or other charge or assessment arising out of capital appreciation as a result of complying with any of the said regulations or requirements

SONIC BANGS

DAMAGE occasioned by pressure waves caused by the aircraft and other aerial devices travelling at sonic or supersonic speeds

ELECTRONIC RISK EXCLUSION

Notwithstanding anything that appears to the contrary in the policy wording and subject always to the Exclusion terms exceptions and conditions of this Policy

- (A) this Policy does not cover any Damage to Data or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insureds Business consequent upon Damage to Data

For the purpose of this exclusion Damage to Data shall include but not be

limited to: (i) loss destruction or corruption of Data whether in whole or in part

(ii) unauthorised appropriation use access to or modification of Data

(iii) unauthorised transmission of Data to any third parties

(iv) Damage arising out of any misinterpretation use or misuse of Data

(v) Damage arising out of any operator error in respect of Data

- (B) this Policy does not cover any Damage to the Property Insured or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insureds Business consequent upon Damage to the Property Insured arising directly or indirectly from or caused directly or indirectly by

(i) (a) the transmission or impact of any Virus

(b) unauthorised access to a System

(c) interruption of or interference with electronic means of communication used in the conduct of the Insureds Business including but not limited to any diminution in the performance of any website or electronic means of communication

(d) failure of a System

in each case other than Damage to the Property Insured caused by any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission or

- (ii) any of the matters described in paragraph (A) above

Definitions

For the purposes of this exclusion

- 1) Damage means loss or destruction or damage to the Property Insured and any loss or destruction of or damage to Data
- 2) Data means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
- 3) Failure of a System means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insureds business activities

EXCLUSIONS (applicable to all Cover References) (continued)

- 4) System includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any Computer Installation
- 5) Microchip means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
- 6) Virus means a programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

GENERAL CONDITIONS

RENEWAL DECLARATION - ALL MACHINERY INSURANCE

The premium under this Section of the Policy is provisional and subject to adjustment at the end of each Period of Insurance the Insured shall declare to the Company the information specified in the Schedule as Declaration Information.

The actual premium shall be calculated at the rates applicable on the amounts declared.

If the actual premium differs from the provisional premium the Insured shall pay or the Company shall refund the difference subject to a minimum retention by the company of any minimum retained premium referred to in the Schedule or 50% of the provisional premium whichever is the greater.

RENEWAL DECLARATION - BUSINESS INTERRUPTION INSURANCE

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

GROSS PROFIT OR GROSS REVENUE PREMIUM ADJUSTMENT

The first and annual premiums in respect of loss of Gross Profit or loss of Gross Revenue are provisional and are based on the Estimated Gross Profit or Estimated Gross Revenue

The Insured shall provide to the Company not later than six months after the expiry of each Period of Insurance a declaration confirmed by the Insureds auditors of Gross Profit or Gross Revenue earned during the financial year most nearly concurrent with the Period of Insurance

If any Insured Event shall have occurred giving rise to a claim for loss of Gross Profit or Gross Revenue the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit or Gross Revenue was reduced during the financial year solely in consequence of the Insured Event

If the declaration (adjusted as provided for above and proportionately increased where the maximum Indemnity Period exceeds 12 months) is

- a) less than the Estimated Gross Profit or Estimated Gross Revenue for the relative Period of Insurance the Company will allow a pro rata return of the premium paid on the Estimated Gross Profit or Estimated Gross Revenue
- b) greater than the Estimated Gross Profit or Estimated Gross Revenue for the relative Period of Insurance the Insured shall pay a pro rata addition to the premium paid on the Estimated Gross Profit or Estimated Gross Revenue

The premium shall be calculated based on such valuations and if the premium so ascertained differs from the provisional premium paid then the Insured shall pay or the Company shall refund the difference

POLICY VOIDABLE

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

CANCELLATION

This Policy may be cancelled

- a) by the Company sending 30 days notice to the Insureds' last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Insurers
- b) by the Company sending 7 days notice to the Insureds' last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) by the Insured who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

JURISDICTION

This Policy shall be governed by Irish Law and Irish courts shall have exclusive jurisdiction in any dispute arising hereunder

CURRENCY

All sums referred to or due under this document are expressed in and payable in Euro except where stated in Memorandum – Terrorism Provision

GENERAL CONDITIONS (continued)

ALTERATION

This Policy shall be avoided if after the commencement of this Policy

- a) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or
- b) the interest of the Insured ceases other than by death or
- c) any alteration is made either in the Business or in the Situation or Property therein whereby the risk of DAMAGE is increased

unless admitted by the Company in writing

INSPECTION

The Company shall have the right to inspect the insured Property at all reasonable times during the Period of Insurance

The Company may make periodical inspections of the Property described in the Plant Schedule and the Insured agrees to properly prepare and make available the Property at no expense to the Insurers to enable the Company to carry out such inspections and report thereon

Unless otherwise agreed the Company shall not carry out or witness any ultrasonic radiographic or other special tests of a non-routine character nor any proof load stability anchorage or similar test

SPECIAL CONDITIONS

CONDITION PRECEDENT	All of the Special Conditions are conditions precedent to the liability of the Company under this Policy
REASONABLE PRECAUTIONS	The Insured shall take all reasonable precautions to prevent DAMAGE
SPECIAL PRECAUTIONS	The Insured shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested
MULTIPLE LIFTING	Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must conform to BS7121 specification for multiple lifting

CLAIMS CONDITIONS

ACTION BY THE INSURED	<p>a) In the event of any incident of DAMAGE in consequence of which a claim is or may be made under this Policy the Insured shall</p> <ul style="list-style-type: none">i) notify the Company immediatelyii) notify the police authority immediately it becomes evident that any loss has been caused by malicious personsiii) carry out and permit to be taken any action which may be reasonably practicable to prevent further lossiv) deliver to the Company at the Insureds expense<ul style="list-style-type: none">1) full information in writing of the loss2) details of any other insurances on any Property hereby insured within 30 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow3) all such proofs and information relating to the claim as may be reasonably required4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it <p>b) No claim under this Policy shall be payable unless the terms of this condition have been complied with</p>
FRAUD	If a claim is dishonest or fraudulent in any respect or if dishonest or fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any DAMAGE is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
CONTRIBUTION	If at the time any claim arises there is any other insurance effected by or on behalf of the Insured insuring any DAMAGE covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss
SUBROGATION	Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

CLAIMS CONDITIONS (continued)

ARBITRATION

All differences arising out of the Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties in writing or in the case of disagreement of an umpire appointed by the arbitrators in writing before entering upon the reference the costs of the reference and the award shall be in the discretion of the arbitrator arbitrators or umpire making the award whose award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim if the Company shall disclaim liability to the Insured for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder The term claim shall include any demand upon the Company by reason of this Policy