

---

THIS POLICY (AND THE SCHEDULE AND STATEMENT OF FACT WHICH FORM AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT, PLEASE ADVISE YOUR INSURANCE INTERMEDIARY IMMEDIATELY.

WE 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 INTERMEDIARY

---

## Office

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

- (a) this Policy the Schedule (including any Schedule issued in substitution) the Statement of Fact and any Memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached 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 intermediary in correspondence Statements of Fact and other communications in providing the insurance and
- (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 due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise and
- (f) all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- (g) 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 The Company proposes that the contract will be governed by Irish Law and
- (h) all communications between the Insured and the Company will be in English and
- (i) Stamp Duty has been or will be paid in accordance with 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, Sandford Road, Dundrum, Dublin 16.

# GENERAL CONDITIONS

- 1 This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular
- 2 Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company
- 3 The Insured at his own expense shall
  - (A) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition
  - (B) exercise care in the selection and supervision of employees
  - (C) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 4 This Policy shall be avoided if
  - (A) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
  - (B) the Insured's interest ceases otherwise than by death or
  - (C) any alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased
  - (D) the Insured fails to implement the Risk Control Programme within the agreed timescalesat any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company
- 5 This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than Insured except to a transferee approved by the Company
- 6 If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require The Premium shall then be adjusted and the difference paid by or allowed to the Insured
- 7 Cancellation when the premium is paid annually  
This Policy may be cancelled  
by the Insured giving written instruction to the Company  
or  
the Company sending 30 days written notice to the last known address of the Insured  
Cancellation will be effective from the receipt of valid instruction from the Insured  
or  
the expiry of the 30 days written notice sent by the Company  
The Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that Period nor any incident occurred that might give rise to a claim  
  
Cancellation when the premium is paid monthly  
  
The Insured may cancel this Policy by giving written instruction to the Company and cancellation will be effective from the date of receipt of valid instructions  
The Insured will be responsible for cancellation of the relevant Direct Debit Mandate  
Should the Insured cancel or fail to comply with the credit agreement relating to this Policy and fail to pay immediately to the Company the full amount of premium or fail to take the action specified in a default notice issued by the Company before the date shown therein the insurance by this Policy is thereupon cancelled  
  
The Company may cancel this Policy by sending 14 days written notice to the last known address of the Insured
- 8 Every warranty to which the buildings or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this insurance  
  
Non compliance with any such warranty insofar as it increases the risk of Damage as insured by the Policy shall be a bar to any claim in respect of such provided that whenever this insurance is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period
- 9 All the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability stated in this Policy will apply as maximum limits to the Company's liability irrespective of the number of persons entitled to indemnity under this Policy  
For the purposes of the Sums Insured Limits of Indemnity Limits of Liability and any other restrictions on the amount of the Company's liability the Insured and all other persons entitled to indemnity under this Policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the Company as one party and the Insured and all other persons entitled to indemnity as the other party

# CLAIMS CONDITIONS

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall
  - (A) notify the Company in writing forthwith
  - (B) give immediate notice to the Garda Síochána or other Police Authority in respect of loss destruction or damage (other than by fire or explosion) caused by malicious persons or thieves if insured by this Policy
  - (C) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss
  - (D) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
  - (E) within 30 days (7 days in the case of Damage caused by riot civil commotion strikers locked-out workers persons taking part in labour disturbances or malicious persons if insured by this Policy) after the circumstances or event or of the expiry of the Indemnity Period or such further time as the Company may allow at his own expense deliver to the Company
    - (1) full information in writing of the claim
    - (2) details of any other insurance relating to the claim
    - (3) all such business books documents proofs information explanation and other evidence as may be reasonably required all of which information and details may be produced by the Insured's professional accountants or auditors who are regularly acting as such their report being prima facie evidence of such information and details
    - (4) if demanded a statutory declaration of the truth of the claim and of any matter connected with it
- 3 No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with
- 4 If the Company elects or becomes bound to reinstate or replace any property the Insured shall at his own expense produce and give to the Company all such plans documents books and information as the Company may reasonably require The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than the sum insured thereon
- 5
  - (A) On the happening of any loss destruction or damage in respect of which a claim is or may be made under this Policy the Company and every person authorised by the Company may without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy enter take or keep possession of the building or premises where the loss destruction or damage has happened and may take possession of or require to be delivered to them any of the property hereby insured and may keep possession of and deal with such property for all reasonable purposes and in any reasonable manner This condition shall be evidence of the leave and licence of the Insured to the Company so to do If the Insured or anyone acting on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in doing any of the abovementioned acts then all benefit under this Policy shall be forfeited The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not
  - (B) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim  
The Insured shall give all such assistance as the Company may require
- 6 The Company shall be entitled if it so wishes to take over and conduct in the name of the Insured all claims and rights of action of the Insured in respect of any act giving rise to a claim under this Policy The Insured shall give all such assistance as the Company may require
- 7 The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured
- 8 **Not applicable to Money Personal Accident and Personal Injury (Robbery) Insurance**  
If at the time of any claim there is any other insurance covering the Insured's interest in the property lost destroyed or damaged or the same legal liability the Company's liability under this Policy shall be limited to its rateable proportion of such claim  
If any such other insurance is subject to any condition of average this Policy if not already subject to any condition of average shall be subject to average in like manner  
If any other insurance effected by or on behalf of the Insured is expressed to cover any of the property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the loss destruction or damage the Company's liability hereunder shall be limited to such proportion of the loss destruction or damage as the sum hereby insured bears to the value of the property

**9 Not applicable to Liability and Personal Accident**

Any difference under this Policy shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the Company any claim for which the Company has disclaimed liability shall for all purposes be deemed to have been abandoned and not recoverable thereafter unless referred to arbitration under these provisions within 1 year from the date of such disclaimer

**10 Applicable only to Glass Breakage Damage to Neon and Illuminated Signs Electric Light Fixtures and Sanitary Earthenware Insurance**

Notwithstanding Claims Condition 2(A) of this Policy in the event of any breakage loss or damage the Insured shall give immediate telephone notice to the Company If such breakage relates to stained glass the Company shall only be liable for the cost of repairing the broken glass by stained glass artists of recognised repute and standing and shall not pay any loss arising from alleged inferior artistic merit

**11 Applicable only to Liability Insurance**

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company immediately on receipt The Insured shall also give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy

**12 Applicable only to Personal Accident and Personal Injury (Robbery) Insurance**

All certificates information and evidence required by the Company shall be furnished free of expense to and in the form prescribed by the Company The Insured Person shall as often as required submit to medical examination on behalf of and at the Company's expense in connection with any claim The Insured's or the Insured's personal representative's receipt shall discharge the Company The Insured Person or the Insured Person's personal representative shall have no right to claim from or sue the Company If the Insured comprises more than one party having an interest in the Insured Person the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this insurance

THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

## PROPERTY DAMAGE INSURANCE

If any of the Property Insured described in the Schedule suffers Damage at the Premises by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured the amount of loss or at its option reinstate or replace such property provided that the Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any item its sum insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or damage

### COVERS

The following are the Covers insured except as otherwise stated in the Schedule

- I A **Fire** excluding Damage
  - (1) by explosion resulting from fire
  - (2) to property caused by its undergoing any process involving the application of heat
- B **Explosion** excluding Damage
  - (1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
  - (2) to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of
    - any boiler
    - gasused for domestic purposes only
- C **Lightning**
- D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
  - (1) arising from confiscation requisition or destruction by order of the government or any public authority
  - (2) arising from cessation of work
  - (3) (A) in the course of theft or attempted theft
  - (B) in respect of any building which is empty or not in use directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 **Storm or flood** excluding Damage
  - (1) attributable solely to change in the water table level
  - (2) caused by frost subsidence ground heave or landslip
  - (3) to fences gates and moveable property in the open
- 5 **Escape of water from any tank apparatus or pipe** excluding Damage
  - (1) by water discharged or leaking from an automatic sprinkler installation
  - (2) in respect of any building which is empty or not in use
- 6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
- 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
  - (1) by freezing in any building which is empty or not in use
  - (2) by heat caused by fire
- 8 **Theft (which is deemed to include attempted theft)** excluding Damage
  - (1) from any part of the building not occupied by the Insured for the purpose of the Business
  - (2) from the open or from any outbuilding
  - (3) expedited or in any way brought about by the Insured or any director partner or employee of the Insured
  - (4) due to a person obtaining any property by deception
  - (5) to lead forming part of the exterior of the Premises
  - (6) to Money and securities of any description
  - (7) due to disappearance unexplained or inventory shortage
  - (8) to property in transit

- (9) which does not involve
  - entry to or exit from that part of the building occupied by the Insured for the purpose of the Business by forcible and violent means
  - or
  - actual or threatened assault or violence

**9 Subsidence ground heave or landslip excluding Damage**

- (1) arising from the settlement or movement of made-up ground or by coastal or river erosion
- (2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises or at any adjoining site
- (3) arising from normal settlement or bedding down of new structures
- (4) commencing prior to the granting of cover under this insurance

**10 Any other accident excluding Damage**

- (1) by any of
  - (A) the Covers
  - (B) the causes expressly excluded from the Covers specified in paragraphs 1-9 or 11 (whether or not insured)
- (2) to any property caused by
  - (A) its own faulty or defective design or materials
  - (B) inherent vice latent defect gradual deterioration wear and tear
  - (C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
 but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- (3) caused by
  - (A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
  - (B) change in temperature colour flavour texture or finish
  - (C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 but this shall not exclude
  - (1) such Damage which itself results from other Damage and is not otherwise excluded
  - (2) subsequent Damage which itself results from a cause not otherwise excluded
- (4) caused by
  - (A) pollution or contamination
  - (B) acts of fraud or dishonesty
  - (C) disappearance unexplained or inventory shortage misfiling or misplacing of information
- (5) to
  - (A) a building or structure caused by its own collapse or cracking
  - (B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
  - (C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
- (6) to
  - (A) Money and securities of any description
  - (B) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - (C) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection or renovation or maintenance

**11 A Accidental breakage of fixed Glass by fracture extending through its entire thickness**

**B Damage to neon and illuminated signs and electric light fittings**

**C Accidental breakage of fixed Sanitary Earthenware**

**D Damage by impact or falling glass to**

- (1) the framework and fittings of the ground floor frontage
  - (2) goods on display in windows
- including Glass and Sanitary Earthenware in any part of the Buildings at the Premises otherwise occupied by the Insured as a private dwelling provided that such Glass and Sanitary Earthenware are not otherwise insured

excluding

- (1) breakage or Damage
  - (A) consequent upon alterations to the framework or position of any Glass or neon and illuminated signs and electric light fittings or Sanitary Earthenware
  - (B) consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings
  - (C) while the Premises are empty or not in use
  - (D) existing prior to the commencement of this insurance

- (E) in respect of neon and illuminated signs and electric light fittings
  - (1) occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempt thereat
  - (2) of bulbs or tubes unless consequent upon Damage to signs or fittings

(2) any consequence of fire or explosion if more specifically insured

Provided that the liability of the Company in respect of

- (1) Damage by impact or falling glass to the framework and fittings of the ground floor frontage or goods on display in windows shall not exceed €600 any one loss
- (2) breakage or Damage to
  - (A) Glass which is bent tinted stained or fired or incorporated in multiple glazed units (other than double glazing units)
  - (B) decoration or protective film or alarm foil on glass shall not exceed €1,300 in any one Period of Insurance

**12 Damage to specified items anywhere in the world as shown in the Schedule (not applicable to Buildings of any construction General Contents Computer Equipment Stock Tenants Improvements and Rent) excluding**

- (1) Damage caused by
  - (A) wear and tear moth vermin atmospheric or climatic conditions or any gradually operating cause
  - (B) alterations maintenance repairs or any process of cleaning or restoring
  - (C) delay confiscation or detention by order of any Government or Public Authority
  - (D) counterfeit substitute or foreign derangement
  - (E) mechanical or electrical breakdown or derangement
- (2) breakage of electrical valves bulbs or tubes unless forming part of the property and fixed therein and happening as the result of Damage to such property
- (3) the contents of machines unless such contents are shown in the Schedule
- (4) depreciation contamination consequential loss or consequential damage of any kind or description
- (5) Damage consequent upon any person obtaining any property by deception
- (6) Damage caused by stretching or denting to works of art
- (7) property in an unattended vehicle unless the property is in a locked boot or glove compartment and the vehicle is locked

**INSURED'S CONTRIBUTION**

This insurance does not cover the Insured's Contribution (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Insured at each separate premises as ascertained after the application of all terms and conditions of the insurance including the Underinsurance Provision

- A Cover 9 (Subsidence) if insured €1,500
- B All other Covers €300

**EXCLUSIONS**

This insurance does not cover

- A Marine Policies**  
Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- B Sonic Bangs**  
Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- C War and Allied Risks**  
Damage occasioned by
  - (1) riot or civil commotion except to the extent that it is specifically insured
  - (2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- D Pollution and Contamination**  
Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by
  - (1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
  - (2) any Cover insured (other than Cover 10) which itself results from pollution or contamination

**E 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  
(1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel  
(2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**F Data Recognition Exclusion**

Unless Damage results from any Covers insured except 10 and 11 this insurance does not cover loss resulting from direct or indirect Damage caused by any Failure of a System resulting in Damage (whether direct or indirect) to any such System or to any other Property Insured

For the purposes of this Exclusion—

Failure of a System means the failure or inability of a System (whether or not owned by the Insured)

- (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
- (2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)

System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

Microchip includes integrated circuits and microcontrollers

**DEFINITIONS OF PROPERTY**

**Property Insured**

- Buildings
- General Contents
- Other property or interests

} at the premises including within the open yards forming part of the Premises (subject to any specific exclusions)

all as defined below or more fully described in the Schedule and all being the property of the Insured or for which they are responsible but excluding

- property which is more specifically insured
- unless specifically notified to and accepted by the Company as insured
  - (A) land roads pavements piers jetties bridges culverts or excavations
  - (B) livestock growing crops or trees

**Buildings**

- buildings (being built mainly of brick stone concrete or other non-combustible materials unless otherwise stated in the Schedule)
- landlord's fixtures and fittings in and on the buildings
- small outside buildings extensions annexes gangways
- walls gates and fences
- services which shall mean
  - telephone gas and water mains electrical instruments meters piping cabling and the like and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground)

**Tenant's Improvements**

- all tenant's improvements alterations additions and decorations belonging to the Insured or for which they are responsible

**General Contents**

- machinery plant fixtures fittings and other trade equipment
- all Office Machines and other contents excluding
  - Computer and Ancillary Equipment
  - Computer Systems Records
  - Money and securities of any description
  - Transparencies Deeds and Documents
- patterns models moulds plans and designs



- in so far as they are not otherwise insured
  - directors' partners' and employees' personal effects including clothing pedal cycles tools instruments and the like for an amount not exceeding €640 per person
- but any cover granted under this insurance for Damage by Theft shall not apply to
  - personal effects partly or wholly of precious metal jewellery watches furs contact lenses portable electronic entertainment equipment cameras Money and securities of any description
- wines spirits cigarettes and tobacco held for entertainment purposes
- promotional materials leaflets and the like
- travel agents brochures
- to the extent that they are not otherwise insured motor vehicles motor chassis and their contents
- satellite dishes
- curios pictures and other works of art (including any limited edition reproductions thereof) stamp collections articles of precious metal jewellery or furs up to a limit of €1,300 in all
- Glass Sanitary Earthenware neon and illuminated signs and electric light fittings

**Deeds and Documents**

- deeds wills agreements plans manuscripts business books written or printed books and documents of any nature letters certificates microfilm and microfiche but excluding negotiable securities Money and stamps

**Transparencies**

- transparencies film negatives and video tapes

**Money**

- cash bank notes currency notes cheques bankers' drafts postal orders money orders current postage stamps and revenue stamps National Insurance stamps National Savings stamps and certificates holiday savings stamps luncheon vouchers credit company sales vouchers VAT purchase invoices Premium Bonds bills of exchange giro cheques and drafts gift tokens trading stamps unused units of franking machines consumer redemption vouchers and credit cards

**Glass**

- normal flat annealed glass
  - toughened and laminated glass
  - mirrors
  - bent tinted stained or fired glass
  - decoration or protective film or alarm foil on glass
- } including lettering thereon

**Sanitary Earthenware**

- sanitary ware of every description

**Computer Equipment**

- all computer equipment including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data owned by or leased hired or rented to the Insured

**Ancillary Equipment**

- ancillary equipment solely for use with the Computer Equipment comprising air conditioning generating voltage regulating temperature and humidity recording electronic access and heat and smoke detection equipment Halon and other fire extinguishing gas bottles and pipework and computer room partitioning owned by or leased hired or rented to the Insured

**Computer Systems Records**

- all current and backup computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon

**Office Machines**

- typewriters duplicators photocopying machines calculators accounting machines telephone installations public address systems dictating equipment postal and franking machines and similar office equipment belonging to the Insured or for which they are responsible

**Designation of Property**

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the Insured's books

## THE INSURANCE PROVIDED

In respect of Buildings Tenant's Improvements and General Contents and Specified Equipment (other than motor vehicles directors' partners' and employees' personal effects documents transparencies and glass) the Company will pay—

- A **the cost of reinstatement** being
- where the property is destroyed the cost of rebuilding or in the case of General Contents and Specified Equipment the cost of its replacement by similar property
  - where the property is damaged the cost of repairing or restoring the damaged portions to a condition substantially the same as but not better or more extensive than its condition when new
- B **the cost of complying with Public Authorities' requirements** being such additional cost of reinstatement of the property as may be incurred with the Company's consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon the Insured following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow
- C **the cost of removing debris** being the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
- (1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
  - (2) arising from pollution or contamination of property not insured by this Policy
- D **the cost of professional fees** being those necessarily incurred in the reinstatement of the property but not for preparing any claims

The undernoted provisions apply

- 1 **Public Authorities' Requirements**  
The Company shall not be liable in respect of cost B for
- requirements relating to undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance)
  - any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to
- 2 **Partial Damage**  
Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed
- 3 **Reinstatement on Another Site**  
The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability
- 4 **Insurable Amount**  
For the purpose of the Underinsurance Provision the Insurable Amount shall be the Day One Reinstatement Value  
Day One Reinstatement Value shall mean the total of the insured costs A B C and D in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance
- 5 **Alternative Basis of Settlement**  
The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)
- (A) until the cost of reinstatement has actually been incurred
  - (B) if the work of reinstatement is not carried out as quickly as is reasonably practicable
  - (C) if at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in cost A
  - (D) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage including the cost of

- complying with Public Authorities' requirements
- removing debris
- professional fees

as defined in costs B C and D above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage of the Property Insured by the item and the additional costs B C and D

### **In respect of Deeds Documents and Transparencies**

the Company will pay—

- A the value of the materials as stationery
- B the clerical labour expended in writing up or reproducing such property
- C the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded but excluding the value to the Insured of the information and subject to the Company's liability not exceeding the sum insured
- D the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
  - (1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
  - (2) arising from pollution or contamination of property not insured by this Policy

The undernoted provisions apply

#### **1 Insurable Amount**

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage of the Property Insured by the item

#### **2 Limit of Liability**

No Transparency will be deemed to be of greater value than €1,270

### **In respect of Rent** of Buildings which suffer Damage

the Company will pay—

- (A) if the loss relates to rent receivable by the Insured
  - the actual reduction in rent received solely in consequence of the Damage
- (B) if the loss relates to rent payable by the Insured
  - the amount of rent which continues to be payable by the Insured in respect of the Building or portions of the Building whilst unfit for occupation in consequence of the Damage

but the Company's liability shall be limited to the loss suffered within the period of rent insured (as specified in the Schedule) which commences from the date of the Damage

The undernoted provision applies

#### **Insurable Amount**

For the purpose of the Underinsurance Provision the Insurable Amount shall be the annual rent receivable (or in the case of (B) above the annual rent payable) at the commencement of the Period of Insurance such amount to be proportionately increased to correspond with the period of rent insured where that period exceeds twelve months

### **In respect of insured property not specifically provided for**

the Company will pay—

- A the value of the property at the time of its destruction or the amount of the damage
- B the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
  - (1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
  - (2) arising from pollution or contamination of property not insured by this Policy

The undernoted provision applies

#### **Insurable Amount**

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage of the Property Insured by the item

## **GENERAL PROVISIONS APPLICABLE TO ALL ITEMS**

### **Underinsurance**

If at the time of the Damage the Declared Value by any item or where a Declared Value is not shown the sum insured by any item is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced

Declared Value shall mean

the base value shown in brackets below the sum insured such value excluding any provision for inflation but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the sum insured

### Reinstatement by the Company

The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. The Insured shall at their own expense produce and provide the Company with all such plans, documents, books and information as the Company may reasonably require.

### Extinguishment Expenses

The Company will pay the reasonable costs incurred by the Insured in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured Damage to the Property Insured.

### Theft Cover Extension

Any cover granted under this insurance in respect of Theft includes

- (A) the cost of repairing Damage to the Buildings (whether or not the Buildings are insured hereunder) if the Insured is responsible for the repairs and the Damage is not otherwise insured
- (B) the reasonable expenses (not exceeding €1,270) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon Theft (as insured) of such keys from the Buildings or from the residence of any of the authorised keyholding directors, partners or employees of the Insured.

### Omissions Extension

In the event of any claim being made against the Insured in respect of any alleged omission or neglect to send any Deeds or Documents by recorded delivery or registered post, the Company will indemnify the Insured against liability at law for damages and claimants' costs and expenses in respect of such claim up to €12,700 in total together with all costs and expenses incurred with the Company's written consent.

## MEMORANDA

### Property Removed from the Premises

Subject to all the provisions and exclusions the cover granted by this insurance is extended to apply to the undernoted Property Insured whilst removed from the Premises as indicated below except that

- (1) the insurance applies only in so far as the property is not otherwise insured
- (2) any cover granted in respect of Damage by Theft shall not apply in respect of theft from any unattended vehicle unless the property is contained in the locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time
- (3) this extension applies only to Damage occurring anywhere in Europe except in respect of Specified Equipment when the extension applies worldwide
- (4) the Company's liability for any one loss shall not exceed the limit stated

	<b>Property and location</b>	<b>Limit of liability for any one loss</b>
A	Deeds, Documents and Transparencies at any location and whilst in transit	€15,000 any one package
B	Specified Equipment at any location and whilst in transit	The sum insured stated in the Schedule
C	Other property (excluding property described above: vehicles licensed for road use, clothing and personal effects, curios and other works of art, stamp collections, articles of precious metal, jewellery and furs) whilst temporarily removed from the Premises or in transit	10% of the relative sum insured but in no case exceeding €325,000

### Buildings, Tenant's Improvements and General Contents — Alterations and Additions

If during the Period of Insurance —

- alterations or additions are made to any Buildings insured or
- Buildings, Tenant's Improvements or General Contents are acquired or constructed at any Premises covered by this insurance or elsewhere in Republic of Ireland and such additional property is not otherwise insured, it will be held covered under the relative terms of this insurance from the time from which the Insured became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected.

The sum insured (and Declared Value) by each item shall be deemed to be increased for that period only by the value of the additional Property Insured under the item but by not more than 10% and subject to the Company's liability not exceeding €650,000 in respect of additional property at any one Premises.

All the provisions and conditions of this insurance (including the Alteration Condition) apply to this extension except as expressly varied.

### **Automatic Reinstatement after a loss**

In the absence of written notice by the Insured or the Company to the contrary within 30 days of the occurrence of any Damage the Company's liability shall not be reduced by the amount of any loss and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of Damage by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance

### **Index Linking**

If shown in the Schedule as applicable the Company will adjust the sum insured (and the Declared Value where appropriate) by each item except Rent in line with suitable indices of costs and the premium for renewal will be based on the adjusted amounts

### **Transfer of Interest**

If at the time of any insured Damage to any Building insured the Insured shall have contracted to sell their interest in the Building and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this insurance in respect of such Damage if and so far as the property is not otherwise insured by the purchaser or on the purchaser's behalf against such Damage without prejudice to the rights and liabilities of the Insured or the Company under this insurance up to the date of completion

### **Fire Brigade Charges**

Charges levied by a local authority in accordance with the provisions of the Fire Services Act 1981 in controlling or extinguishing a fire affecting the property of the insured in circumstances which have given rise to a valid claim under the policy up to a limit of €2,500

### **Non-Invalidation**

This Insurance shall not be invalidated by any Act or omission or by any alteration whereby the risk of damage is increased unknown to or beyond the control of the insured provided that

- (A) the Insured immediately they become aware thereof shall give notice to the company and pay an additional premium if required
- (B) if the Schedule states that theft is insured the Insured shall in respect of any intruder alarm system installed at the premises notify the Company immediately and in writing if the Insured receive written notification from the Garda Síochána or any other police authority that they may be withdrawing response to alarm calls

### **Workmen (Maintenance) Clause**

Workmen are allowed on the premises for the purpose of effecting repairs and minor structural and other alterations and also for general maintenance purposes and the like without prejudice to this insurance

### **Risk Protections**

#### **A Automatic Sprinkler and Fire Alarm Installations**

(Applicable if a reduced premium rate is allowed on account of such an installation or if the insurance covers Damage by the accidental escape of water from a sprinkler installation)

The Insured shall

- (1) take all reasonable steps to
  - (A) prevent frost and other damage to the installations and in so far as it is their responsibility
  - (B) maintain the installations (including the automatic external alarm signal) in efficient working order
  - (C) maintain ready access to the water supply control facilities
- (2) in the event that changes repairs or alterations to the installations are proposed notify the Company in writing and obtain its prior agreement in writing
- (3) allow the Company access to the Premises at all reasonable times for the purpose of inspecting the installations
- (4) carry out the routine tests laid down by the Company and remedy promptly any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Company may at its option suspend any cover which is granted against Damage by the accidental escape of water from the installation until the alterations or repairs have been carried out and approved by the Company  
Notice of any such action will be given by the Company in writing

#### **B Fire Extinguishing Appliances**

The Insured shall maintain all fire extinguishing appliances in efficient working order

#### **C Intruder Alarms**

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition precedent to the Company's liability for Damage that

- (1) in respect of any Intruder Alarm System installed at the Premises
  - (A) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company
  - (B) the Premises are not left unattended unless
    - (1) the Intruder Alarm System is tested and set in its entirety and where the equipment permits any

- Central Station to which the Intruder Alarm System is connected has acknowledged the setting signal and
- (2) as far as the Insured or their representative is aware the Intruder Alarm system is in full and efficient working order
- (C) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System
- (D) the Company is notified immediately and in writing if the Insured receive written notification from the Garda Síochána or any other relevant Police Authority that they may be withdrawing response to alarm calls

For the purpose of this condition Intruder Alarm System shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises

## INTERPRETATIONS

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Keyholder shall mean any person or keyholding company authorised by the Insured who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Business Premises shall mean that part of the Premises occupied by the Insured for the purpose of the Business described in the Schedule

### D The Minimum Standard of Security

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition precedent to the Company's liability for Damage that the Insured shall have implemented the following security measures within 8 weeks of commencement of Theft Cover

- (A) The Final Exit Door of the Premises be fitted with either
  - (1) for timber or steel framed doors — a mortice deadlock which has 5 or more levers and/or conforms to BS3621 : 1980 specification for thief resistant locks and matching boxed striking plate
 or
  - (2) for aluminium or UPVC framed doors — a cylinder operated mortice deadlock or a deadlocking multi-point locking system
- (B) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Insured for the purpose of the Business be fitted with either
  - (1) any of the locking arrangements as specified in (A) (1) or (2) above in accordance with the construction of the door frame
 or
  - (2) two key-operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- (C) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes are to be fitted with key-operated window locks This requirement does not apply to windows/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements

THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

## BUSINESS INTERRUPTION INSURANCE

If Damage by any of the Covers insured occurs at the Premises

- (A) to property used by the Insured for the purpose of the Business which causes interruption of or interference with the Insured's Business at the Premises
- (B) which prevents the Insured from tracing or establishing customers' Outstanding Debit Balances in whole or in part due to them

the Company will pay to the Insured

- (1) in respect of (A) the amount of loss resulting from the interruption or interference caused by the Damage in accordance with the provisions of the insurance provided that payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property  
or  
payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount
- (2) in respect of (B) the amount of loss resulting from the Damage in accordance with the provisions of the insurance

The Company's liability in any one Period of Insurance shall not exceed in the whole

- (1) in respect of (A) the total sum insured or in respect of any item its sum insured or any other stated limit of liability
- (2) in respect of (B) the sum of €65,000 or any other limit of liability stated in the Schedule

For the purpose of this insurance Damage shall mean loss destruction or damage

### COVERS

The following are the Covers insured except as otherwise stated in the Schedule

- 1 A **Fire** excluding Damage
  - (1) by explosion resulting from fire
  - (2) to property caused by its undergoing any process involving the application of heat
- B **Explosion** excluding Damage
  - (1) caused by the bursting of any boiler economiser or other vessel machine or apparatus which belongs to or is under the control of the Insured in which internal pressure is due to steam only
  - (2) to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage cause by explosion of
    - any boiler
    - gasused for domestic purposes only
- C **Lightning**
- D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
  - (1) arising from confiscation requisition or destruction by order of the government or any public authority
  - (2) arising from cessation of work
  - (3) (A) in the course of theft or attempted theft
  - (B) in respect of any building which is empty or not in use  
directly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 **Storm or flood** excluding Damage
  - (1) attributable solely to change in the water table level
  - (2) caused by frost subsidence ground heave or landslide
  - (3) to fences gates and moveable property in the open
- 5 **Escape of water from any tank apparatus or pipe** excluding Damage
  - (1) by water discharged or leaking from an automatic sprinkler installation
  - (2) in respect of any building which is empty or not in use

- 6 Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
- 7 Accidental escape of water from any automatic sprinkler installation** excluding Damage
- (1) by freezing in any building which is empty or not in use
  - (2) by heat caused by fire
- 8 Theft (which is deemed to include attempted theft)** excluding Damage
- (1) from any part of the building not occupied by the Insured for the purpose of the Business
  - (2) from the open or from any outbuilding
  - (3) expedited or in any way brought about by the Insured or any director partner or employee of the Insured
  - (4) due to a person obtaining any property by deception
  - (5) to lead forming part of the exterior of the Premises
  - (6) to Money and securities of any description
  - (7) due to disappearances unexplained or inventory shortage
  - (8) to property in transit
  - (9) which does not involve
    - entry to or exit from that part of the building occupied by the Insured for the purpose of the Business by forcible and violent means
    - or
    - actual or threatened assault or violence
- 9 Subsidence ground heave or landslide** excluding Damage
- (1) arising from the settlement or movement of made-up ground or by coastal or river erosion
  - (2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises or at any adjoining site
  - (3) arising from normal settlement or bedding down of new structures
  - (4) commencing prior to the granting of cover under this insurance
- 10 Any other accident** excluding Damage
- (1) by any of
    - (A) the Covers
    - (B) the causes expressly excluded from the Covers specified in paragraphs 1-9 or 11 (whether or not insured)
  - (2) to any property caused by
    - (A) its own faulty or defective design or materials
    - (B) inherent vice latent defect gradual deterioration wear and tear
    - (C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
  - (3) caused by
    - (A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
    - (B) change of temperature colour flavour texture or finish
    - (C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
    - (D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
 but this shall not exclude
    - (1) such Damage which itself results from other Damage and is not otherwise excluded
    - (2) subsequent Damage which itself results from a cause not otherwise excluded
  - (4) caused by
    - (A) pollution or contamination
    - (B) acts of fraud or dishonesty
    - (C) disappearance or unexplained loss or inventory shortage misfiling or misplacing of information
  - (5) to
    - (A) a building or structure caused by its own collapse or cracking
    - (B) moveable property in the open fences and gates by wind rain hail sleet snow flood or dust
    - (C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
  - (6) to
    - (A) Money and securities of any description
    - (B) vehicles licensed for road use (including accessories thereon) caravans trailers locomotives rolling stock watercraft or aircraft
    - (C) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection or renovation or maintenance



## EXCLUSIONS

The Company shall not be liable for loss resulting from

**A War and Allied Risks**

Damage occasioned by

- (1) riot or civil commotion unless such Cover is specifically insured and then only to the extent stated
- (2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**B Sonic Bangs**

Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**C Pollution and Contamination**

pollution or contamination but this shall not exclude loss resulting from Damage (not otherwise excluded) caused by

- (1) pollution or contamination which itself results from any Cover insured (other than Cover I0)
- (2) any Cover insured (other than Cover I0) which itself results from pollution or contamination

**D Radioactive Contamination**

Damage occasioned by or happening through or occasioning loss or destruction of or 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

- (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**E Computer and Ancillary Equipment**

Damage to Computer and Ancillary Equipment and Computer Systems Records

**F Data Recognition Exclusion**

Unless interruption of or interference with the Business or Damage results from any Covers insured except Cover I0 the Company shall not be liable for loss resulting from direct or indirect interruption of or interference with the Business or Damage caused by any Failure of a System resulting in Damage (whether direct or indirect) to any such System or to any other Property Insured

For the purposes of this Exclusion—

Failure of a System means the failure or inability of a System (whether or not owned by the Insured)

- (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
- (2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)

System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

Microchip includes integrated circuits and microcontrollers

## THE INSURANCE PROVIDED

### Item on Gross Revenue

Subject to the provisions below the Company will pay as indemnity—

- (A) In respect of Loss of Gross Revenue  
the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Revenue
- (B) In respect of Increase in Cost of Working  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage  
but not exceeding the total of  
— the amount of the reduction in Gross Revenue thereby avoided  
plus  
— 5% of the sum insured by the item (but not more than €325,000)

The following are the provisions referred to above

- 1 Alternative Trading  
If during the Indemnity Period work shall be done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of work or services shall be taken into account in arriving at the Gross Revenue during the Indemnity Period
- 2 Savings  
If any of the charges or expenses of the Business payable out of Gross Revenue shall cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable
- 3 Professional Accountants' Charges  
The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts
- 4 Underinsurance  
If the sum insured is less than the Insurable Amount the amount payable shall be proportionately reduced

**Item on Additional Cost of Working**

Subject to the provision below the Company will pay as indemnity the additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the Business during the Indemnity Period in consequence of the Damage

The following is the provision referred to above

Professional Accountants' Charges

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

**Item on Outstanding Debit Balances**

Subject to the provisions below the Company will pay as indemnity—

- (A) the difference between
  - (1) the Outstanding Debit Balances and
  - (2) the total of the amounts received or traced in connection with such balances
- (B) the additional expenditure incurred with the consent of the Company in tracing and establishing customers' debit balances after the Damage

The following are the provisions referred to above

- 1 Professional Accountants' Charges  
The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts
- 2 Limit of Liability  
The Company's liability in any Period of Insurance shall not exceed in the whole the sum of €65,000 or any other limit of liability stated in the Schedule
- 3 Damage to Computer and Ancillary Equipment and Computer Systems Records  
Exclusion F does not apply to the insurance provided in respect of Outstanding Debit Balances

## DEFINITIONS

Computer Equipment Ancillary Equipment Computer Systems Records Deeds and Documents Transparencies Office Machines

These terms shall have the same meanings as defined in Property Damage Insurance

The following notes refer to the Definitions stated below

- 1 To the extent that the Insured are accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
- 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded
- 3 In the definition of Insurable Amount the amount of Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

### Indemnity Period

the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity Period (as shown in the Schedule)

### Gross Revenue

the money paid or payable to the Insured for works done and for services rendered in course of the Business at the Premises

### Standard Gross Revenue

the Gross Revenue which would have been obtained during the Indemnity Period

### Insurable Amount

the Gross Revenue which would have been earned in the twelve months immediately following the date of the Damage

had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the provision of Note 3 above)

### Outstanding Debit Balances

the total recorded under the provisions of Debit Recording adjusted for

- (A) bad debts
- (B) amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to the credit accounts of the Business in the period between the date to which the last monthly record relates and the date of the Damage and
- (C) any abnormal condition of trade which had or could have had a material effect on the Business so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the Damage had the Damage not occurred

## EXTENSIONS

This insurance is extended to include loss as insured in consequence of

### 1 Damage by any of the Covers insured

- (A) at any premises not occupied by the Insured but used by them solely for storage purposes in the Republic of Ireland
- (B) to Transparencies Deeds and Documents Office Machines machinery plant accounting records other trade equipment and contents (but not motor vehicles Computers and Ancillary Equipment or Computer Systems Records) whilst temporarily removed from the Premises and in transit by road rail air or inland waterway to and from the Premises anywhere in Europe

excluding theft from an unattended vehicle provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed 10% of the total of the sum insured or €1,500 any one item or €325,000 whichever is the less (unless otherwise stated in the Schedule)

- ### 2
- (A) closure or restrictions placed on the Premises on the advice or with the approval of the Medical Officer of Health of the Public Authority as a result of a notifiable human disease manifesting itself at the Premises
  - (B) injury or illness sustained by any customer or employee arising from or traceable to foreign or injurious matter in food or drink sold from the Premises
  - (C) closing of the whole or part of the Premises by order of the Public Authority for the area in which the Premises are situate consequent upon defects in the drains and other sanitary arrangements at the Premises
  - (D) murder or suicide occurring at the Premises
  - (E) vermin and pests at the Premises
  - (F) loss destruction or damage caused by any of the Covers to property in the vicinity of the Premises which prevents or hinders the use of the Premises or access thereto whether the Premises or the Insured's property therein shall be damaged or not but excluding Damage which prevents or hinders the supply of electricity gas water or telecommunications services

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed the sum insured by this insurance

- ### 3
- Damage by any of the Covers insured to property at any generating station or substation of the public electricity supply undertaking land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith water works or pumping station of the public water supply undertaking from which the Insured obtains electricity gas or water shall be deemed to have resulted from Damage to property at the Premises

provided that the Company's liability after the application of all other terms and conditions of the Policy shall not exceed the sum insured by this insurance

## MEMORANDA

### Payments on Account

Payments on account may be made during the Indemnity Period if desired

### Automatic Reinstatement after a Loss (not applicable in respect of Outstanding Debit Balances)

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

### Debit Recording Warranty

The Insured shall maintain a record elsewhere than in the building in which the original records are kept showing the total amount outstanding in the credit accounts of the Business at the end of each month and in the event of Damage giving rise to a claim shall supply that record to the Company

# LIABILITY INSURANCE

## DEFINITIONS

- 1 Person Entitled to Indemnity shall mean
- (A) the Insured
  - (B) the personal representatives of the Insured in respect of legal liability incurred by the Insured
  - (C) at the request of the Insured
    - (i) any principal
    - (ii) any director or partner of the Insured
    - (iii) any Person Employedagainst legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
    - (iv) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid fire ambulance medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided
    - (v) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insuredeach of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply
- 2 Employee shall mean any individual under a contract of service or apprenticeship with the Insured
- 3 Person Employed shall mean any
- (A) Employee
  - (B) labour master and individuals supplied by him
  - (C) individual employed by labour only sub-contractors
  - (D) self employed individual (not being in partnership with the Insured)
  - (E) individual hired to or borrowed by the Insured
- } while under the direct control and supervision of the Insured
- (F) individual undertaking study or work experience while under the supervision of the Insured
- 4 Injury shall mean bodily injury death disease or illness
- 5 Property shall mean material property
- 6 Business shall mean that which is specified in the Schedule which must be conducted solely from premises in the Republic of Ireland and shall include
- (A) ownership repair and maintenance of property used in connection with the Business
  - (B) provision and management of canteen social sports welfare and safety organisations and first aid ambulance and medical services for the benefit of any Person Employed
  - (C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
  - (D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured
- but in respect of Section 1 shall not include any work undertaken Offshore
- 7 Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform
- 8 Mechanically Propelled Vehicle shall mean a mechanically propelled vehicle as defined by the Road Traffic Acts
- 9 Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause
- 10 Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay

The insurance provided by Section I is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written consent) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule

## SECTION I EMPLOYERS' LIABILITY

The Company will provide indemnity to any Person Entitled to Indemnity

1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance

(A) in the Republic of Ireland

or

(B) while temporarily outside such territory

arising out of and in the course of employment by the Insured in the Business

2 against legal liability for claimant's costs and expenses in connection with 1 above

3 in respect of

(A) costs of legal representation at

(i) any coroner's inquest or inquiry in respect of any death

(ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury

which may be the subject of indemnity under this Section

(B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent

Provided that in respect of any one Event

1 the total amount payable under this Section (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity

2 the Company may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof

## EXCLUSIONS TO SECTION I

The indemnity will not apply

1 to legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

(A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

where such legal liability is

(i) that of any principal

(ii) accepted under agreement and would not have attached in the absence of such agreement

2 in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union

## SECTION 2 PUBLIC/PRODUCTS LIABILITY

The Company will provide indemnity to any Person Entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
  - (A) accidental Injury of any person
  - (B) accidental loss of or damage to Propertyhappening during any Period of Insurance in connection with the Business
- 2 against legal liability for claimant's costs and expenses in connection with 1 above
- 3 in respect of
  - (A) costs of legal representation at
    - (i) any coroner's inquest or inquiry in respect of any death
    - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 abovewhich may be the subject of indemnity under this Section
  - (B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the Company's written consent

Provided that in respect of

- (A) any one Event
- (B) all Events happening during any Period of Insurance in respect of products supplied
- (C) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere

the following shall apply

- 1 the total amount payable by the Company in respect of 1 above and all Extensions and Memoranda shall not exceed the Limit of Indemnity
- 2 the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment
- 3 the Company may at its absolute discretion and at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which the claims arising out of such Event can be settled The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity

### EXCLUSIONS TO SECTION 2

The indemnity will not apply to legal liability

- 1 arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any
    - (A) mechanically propelled vehicle other than legal liability arising out of
      - (i) the use of plant as a tool of trade on site
      - (ii) the use of plant at the premises of the Insured
      - (iii) the loading or unloading of any Mechanically Propelled Vehicle
      - (iv) the ownership possession or use of a semi-trailer or trailer (whether coupled or uncoupled to any vehicle
    - (B) aircraft or other aerial device
    - (C) aerospace device
    - (D) hovercraft
    - (E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- } except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

- 2 for bodily injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business
- 3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than
- (A) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
  - (B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
  - (C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability
    - (i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
    - (ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings
- 4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered for the purpose of this Policy to have occurred at the time such incident takes place

- 5 (A) in respect of loss of or damage to any
- (i) product supplied
  - (ii) contract work executed
- } by the Insured
- caused by any defect therein or the unsuitability thereof for its intended purpose
- (B) for the costs of recall removal repair alteration replacement or reinstatement of any
- (i) product supplied
  - (ii) contract work executed
- } by the Insured
- necessitated by any defect therein or the unsuitability thereof for its intended purpose

- 6 arising from or in connection with
- (A) advice
  - (B) design provided for a fee
  - (C) specification
- } provided for a fee

- 7 arising from or in connection with any
- (A) product supplied
  - (B) contract work executed
- } by the Insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

- 8 for
- (A) fines or penalties
  - (B) compensation ordered or awarded by a Court of Criminal Jurisdiction
  - (C) aggravated exemplary or punitive damages awarded by any court outside the Republic of Ireland

- 9 of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- 10 arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power



- 11 for the costs of remedying any defect or alleged defect in premises disposed of by the Insured
- 12 arising out of or in connection with any breach of professional duty
- 13 Data Recognition Exclusion

The indemnity will not apply to any liability of whatsoever nature which is caused directly or indirectly by or arises out of the Failure of a System

## DEFINITIONS

For the purposes of this Exclusion

Failure of a System means the failure or inability of a System (whether or not owned by the Insured)

- (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
- (2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)

System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

Microchip includes integrated circuits and microcontrollers

Subject otherwise to all the terms Exclusions and Conditions of this insurance

THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

## COMPUTER EQUIPMENT INSURANCE

If any of the Property Insured described in the Schedule suffers Damage at the Premises (unless otherwise stated in the Schedule) by any of the Covers insured the Company will in accordance with the provisions of the insurance pay to the Insured

- (1) in respect of Computer and Portable Computer Equipment and Ancillary Equipment and Computer Systems Records the amount of loss or at its option reinstate or replace such property
- (2) in respect of Additional Cost of Working and Loss of Gross Revenue the amount of loss resulting from the interruption or interference with the Insured's Business at the Premises caused by the Damage

provided that payment has been made or liability admitted for the Damage under an insurance covering the interest of the Insured in the property

or

payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

The Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated limit of liability

For the purpose of this insurance Damage shall mean loss destruction or damage

### COVERS

The following are the Covers insured except as otherwise stated in the Schedule

- I A **Fire** excluding Damage
  - (1) by explosion resulting from fire
  - (2) to property caused by its undergoing any process involving the application of heat
- B **Explosion** excluding Damage
  - (1) caused by the bursting of any boiler economiser or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only
  - (2) to any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude Damage caused by explosion of
    - any boiler
    - gas used for domestic purposes only
- C **Lightning**
- D **Aircraft** or other aerial devices or articles dropped therefrom
- 2 **Earthquake** excluding Damage caused by fire
- 3 **Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons** excluding Damage
  - (1) arising from confiscation requisition or destruction by order of the government or any public authority
  - (2) arising from cessation of work
  - (3) (A) in the course of theft or attempted theft
  - (B) in respect of any building which is empty or not in usedirectly caused by malicious persons not acting on behalf of or in connection with any political organisation
- 4 **Storm or flood** excluding Damage
  - (1) attributable solely to change in the water table level
  - (2) caused by frost subsidence ground heave or landslip
  - (3) to property in the open
- 5 **Escape of water from any tank apparatus or pipe** excluding Damage
  - (1) by water discharged or leaking from an automatic sprinkler installation
  - (2) in respect of any building which is empty or not in use
- 6 **Impact by any road vehicle** (including any fork lift truck or other industrial vehicle) or animal
- 7 **Accidental escape of water from any automatic sprinkler installation** excluding Damage
  - (1) by freezing in any building which is empty or not in use
  - (2) by heat caused by fire

- 8 Theft (which is deemed to include attempted theft)** excluding Damage
- (1) expedited or in any way brought about by the Insured or any director partner or employee of the Insured
  - (2) due to a person obtaining any property by deception
  - (3) due to disappearance unexplained or inventory shortage
  - (4) to property in transit
  - (5) to property in an unattended vehicle unless the property is in a locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time and the Schedule states that cover is extended to worldwide
  - (6) from any part of the building not occupied by the Insured for the purpose of the Business
  - (7) from the open or from any outbuilding
  - (8) not involving forcible or violent entry to or from the building
- 9 Subsidence ground heave or landslide** excluding Damage
- (1) arising from the settlement or movement of made-up ground or by coastal or river erosion
  - (2) occurring as a result of the construction demolition structural alteration or structural repair of any property at the Premises
  - (3) arising from normal settlement or bedding down of new structures
  - (4) commencing prior to the granting of cover under this insurance
- 10 Any other accident** excluding Damage
- (1) by any of
    - (A) the Covers
    - (B) the causes expressly excluded from the Covers specified in paragraphs 1-9 or 11 (whether or not insured)
  - (2) to any property caused by
    - (A) its own faulty or defective design or materials
    - (B) inherent vice latent defect gradual deterioration wear and tear
    - (C) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
 but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
  - (3) caused by
    - (A) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or insects
    - (B) change in temperature colour flavour texture or finish
    - (C) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
    - (D) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
    - (E) the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services
 but this shall not exclude
    - (1) such Damage which itself results from other Damage and is not otherwise excluded
    - (2) subsequent Damage which itself results from a cause not otherwise excluded
  - (4) caused by
    - (A) pollution or contamination
    - (B) acts of fraud or dishonesty
    - (C) disappearance unexplained or inventory shortage misfiling or misplacing of information
  - (5) to
    - (A) a building or structure caused by its own collapse or cracking
    - (B) property in the open
    - (C) property resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair
  - (6) to
    - (A) property in transit unless in the custody of a Director principal partner or employee of the Insured
    - (B) property in an unattended vehicle unless the property is in a locked boot or glove compartment and all points of access to the vehicle are locked or the vehicle is stolen at the same time
    - (C) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
  - (7) recoverable under any guarantee or Maintenance Agreement in force at the happening of the Damage
- 11 Mechanical or Electrical Breakdown or derangement** in respect of the particular machine apparatus or equipment in which the breakdown or derangement occurs excluding Damage
- (A) by any of
    - (1) the Covers
    - (2) the causes expressly excluded from the Covers specified in paragraphs 1-9 (whether or not insured)

- (B) to any property caused by or consisting of wear and tear or deterioration due to atmospheric conditions rust or corrosion faulty or defective workmanship operational error or omission on the part of the Insured or their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- (C) to property in the open
- (D) which would be covered by any guarantee or Maintenance Agreement whether or not in force at the happening of the Damage
- (E) to property resulting from
  - its undergoing any process of production packing treatment testing commissioning servicing or repair
  - pollution or contamination
  - acts of fraud or dishonesty
  - the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunication services
 but this shall not exclude
  - such Damage or subsequent Damage which itself results from other Damage and is not otherwise excluded

## INSURED'S CONTRIBUTION

This insurance does not cover the Insured's Contribution (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Insured at each separate premises as ascertained after the application of all other terms and conditions of the insurance including the Underinsurance Provision

A	Cover 9 (Subsidence) if insured	€1,500
B	All other Covers	€350

## EXCLUSIONS

This insurance does not cover

- A **Marine Policies**  
Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected
- B **Sonic Bangs**  
Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- C **War and Allied Risks**  
Damage occasioned by
  - (1) riot or civil commotion except to the extent that it is specifically insured
  - (2) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- D **Pollution and Contamination**  
Damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property Insured caused by
  - (1) pollution or contamination which itself results from any Cover insured (other than Cover 10)
  - (2) any Cover insured (other than Cover 10) which itself results from pollution or contamination
- E **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
  - (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- F **Satellite Telecommunications**  
Additional Cost of Working or Loss of Gross Revenue arising from
  - failure of any satellite prior to its obtaining its full operating function or while in or beyond the final year of its design life
  - atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite
- G **Computer Systems Records**  
Computer Systems Records unless at the time of the Damage a back up copy is maintained either at a location other than the Premises or alternatively a back-up copy is kept in a fireproof safe or cabinet on the Premises

**H Maintenance Agreement**

Additional Cost of Working or Loss of Gross Revenue incurred during the first 48 hours following Damage as provided by Cover 11 unless a Maintenance Agreement is in force at the time of the Damage

**I Data Recognition Exclusion**

Unless Damage or interruption of or interference with the Business or Damage results from any Covers insured except Cover10 the Company shall not be liable for loss resulting from direct or indirect Damage or loss of information or interruption of or interference with the Business caused by any Failure of a System resulting in Damage (whether direct or indirect) loss of information or interruption of or interference with the Business (howsoever caused) to any such System or to any other Property Insured

For the purposes of this Exclusion —

Failure of a System means the failure or inability of a System (whether or not owned by the Insured)

- (1) correctly to recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent
- (2) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date)

System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation

Microchip includes integrated circuits and microcontrollers

## DEFINITIONS

### Property Insured

- Computer Equipment
- Ancillary Equipment
- Computer Systems Records

} at the Premises unless  
otherwise stated in the Schedule

all as defined below or more fully described in the Schedule and all being the property of the Insured or for which they are responsible but excluding property which is more specifically insured

### Computer Equipment (excluding Portable Computer Equipment)

All computer equipment including interconnecting wiring fixed disks and telecommunications equipment used for the storage and communication of electronically processed data owned by or leased hired or rented to the Insured

### Portable Computer Equipment

Portable computer equipment of which the most commonly designated items are laptops palmtops P.D.A. digital cameras/projectors or other hand held units

### Ancillary Equipment

Ancillary equipment solely for use with the Computer Equipment comprising air conditioning generating voltage regulating temperature and humidity recording electronic access and heat and smoke detection equipment Halon and other fire extinguishing gas bottles and pipework and computer room partitioning owned by or leased hired or rented to the Insured

### Computer Systems Records

All current and backup computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon

### Maintenance Agreement

A maintenance rental hire or lease agreement which provides a minimum service of on-call remedial and/or corrective maintenance at inclusive cost

### The following notes refer to the Definitions stated below

- 1 To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this insurance shall be exclusive of such tax
- 2 For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded
- 3 In the definition of Insurable Amount the amount of Gross Revenue shall be proportionately increased to correspond with the Maximum Indemnity Period where it exceeds twelve months

### Indemnity Period

the period beginning when the Damage occurs and ending when the results of the Business cease to be affected by the Damage but not exceeding the Maximum Indemnity period (as shown in the Schedule)

### Gross Revenue

the money paid or payable to the Insured for work done and for services rendered in course of the Business at the Premises

### Standard Gross Revenue

the Gross Revenue which would have been obtained during the Indemnity Period

### Insurable Amount

the Gross Revenue which would have been earned in the twelve months immediately following the date of the Damage

} had the Damage not occurred after account has been taken of the trends of the Business and of the variations in or other circumstances affecting the Business either before or after the Damage or which would have affected the Business had the Damage not occurred (subject to the provision of Note 3 above)

## THE INSURANCE PROVIDED

### In respect of Computer and Ancillary Equipment

the Company will pay—

- A the cost of reinstatement being
  - where the property is destroyed or damaged beyond economic repair replacement by new property of equal performance and/or capacity or if such be impossible replacement by property having the nearest higher performance and/or capacity to the property lost destroyed or damaged
  - where the property is damaged the cost of repairing or restoring the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new
- B the costs incurred by the Insured in taking reasonable but exceptional measures to avoid or mitigate Damage provided that
  - the impending Damage does not stem from any reasonably foreseeable cause and that Damage would be the natural outcome to be expected in the absence of such measures
  - the Company is satisfied that Damage has been avoided or reduced in consequence of the measures taken
- C the costs necessarily and reasonably incurred in the making of temporary repairs upon and/or the expediting of the repair reinstatement or replacement of property consequent upon the Damage provided that the liability of the Company shall not exceed €6,350
- D the costs of removing debris being
  - the costs incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
  - (1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
  - (2) arising from pollution or contamination of property not covered by this PolicyProvided that the liability of the Company shall not exceed €6,350
- E the cost of professional fees (including Consulting Engineers fees) incurred with the consent of the Company in conducting investigations and/or tests into possible repair (whether or not successful) replacement or reinstatement following Damage
- F the costs necessarily and reasonably incurred by the Insured in the reinstatement of programmes and/or information onto fixed disks

The undernoted provisions apply

#### 1 Partial Damage

Where Damage occurs to only part of the property the Company's liability shall not exceed the amount which the Company would have been liable to pay had the property been wholly destroyed

#### 2 Reinstatement on Another Site

The work of reinstatement may be carried out wholly or partially upon another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability

#### 3 Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount shall be the Day One Reinstatement Value  
Day One Reinstatement value shall mean  
the total of the insured costs A D E and F in reinstating the Property Insured to a condition substantially the same as when new at the level of costs applying at the commencement of the Period of Insurance

#### 4 Alternative Basis of Settlement

The Company's liability shall be limited to the Alternative Basis of Settlement (as defined below)

- (A) until the cost of reinstatement has actually been incurred
- (B) if the work of reinstatement is not carried out as quickly as is reasonably practicable
- (C) if at the time of its Damage the property is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in cost A
- (D) if in the Schedule it is stated that the Alternative Basis of Settlement applies

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage including the cost of

- minimising Damage and temporary repairs
- removing debris
- professional fees

as defined in costs B C D E and F above and subject to the provisions and exceptions applying to those costs

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage of the Property Insured by the item and the additional costs D E and F

### **In respect of Computer Systems Records**

the Company will pay—

- the value of the materials as stationery
  - the clerical labour and computer time expended in reproducing such Computer Systems Records
  - the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded
- but excluding the value to the Insured of the information
- the cost incurred with the Company's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or expenses
    - (1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
    - (2) arising from pollution or contamination of property not insured by this policy

The undernoted provision applies

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage

### **In respect of Additional Cost of Working**

Subject to the provision below the Company will pay as indemnity the expenditure necessarily and reasonably incurred in order to minimise any interruption of or interference with the Business during the Indemnity Period in consequence of the Damage (if Insured)

The following is the provision referred to above

#### **Professional Accountant's Charges**

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

### **In respect of Loss of Gross Revenue**

Subject to the provisions below the Company will pay as indemnity (if insured)—

- (A) In respect of Loss of Gross Revenue  
the amount by which the Gross Revenue during the Indemnity Period shall in consequence of the Damage fall short of the Standard Gross Revenue
- (B) In respect of Increase in Cost of Working  
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Loss of Gross Revenue which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage  
but not exceeding the total of
  - the amount of the reduction in Gross Revenue thereby avoided
  - plus
  - 5% of the sum insured by the item (but not more than €325,000)

The following are the provisions referred to above

- 1 **Alternative Trading**  
If during the Indemnity Period work shall be done or services rendered elsewhere than at the Premises for the benefit of the Business either by the Insured or by others on the Insured's behalf the money paid or payable in respect of such work or services shall be taken into account in arriving at the Gross Revenue during the Indemnity Period
- 2 **Savings**  
If any of the charges or expenses of the Business payable out of Gross Revenue shall cease or reduce in consequence of the Damage the amount of such savings during the Indemnity Period shall be deducted from the amount payable
- 3 **Professional Accountant's Charges**  
The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Company under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts
- 4 **Underinsurance**  
If the sum insured is less than the Insurable Amount the amount payable shall be proportionately reduced



## SPECIAL PROVISIONS

### Underinsurance

If at the time of the Damage

- the Declared Value by the relative item on Computer and Ancillary Equipment
- the sum insured by the relative item on Computer Systems Records

is less than the Insurable Amount the amount otherwise payable shall be proportionately reduced

Declared Value shall mean

the base value shown in brackets below the sum insured such value excluding any provision for inflation but if the loss is settled under the Alternative Basis of Settlement the Declared Value shall be 115% of the base value shown or if no base value is shown it shall be deemed to be the sum insured

### Reinstatement by the Company

The Company may at its own option reinstate or replace any property destroyed or damaged without being bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner. The Insured shall at their own expense produce and provide the Company with all such plans, documents, books and information as the Company may reasonably require.

### Extinguishment Expenses

The Company will pay the reasonable costs incurred by the Insured in refilling fire extinguishing appliances and replacing used sprinkler heads solely in consequence of insured Damage to the Property Insured.

### Special Precautions

The Insured shall

- (A) maintain the Property in good order and efficient operating condition
- (B) observe the manufacturers and/or suppliers instructions for use, operation, storage, transit and inspection of the Property
- (C) back-up information (other than software programs) at least once every twenty four hours, verify and store taking all reasonable precautions in their safe storage and separately maintain one verified back-up copy in a location away from the Premises
- (D) maintain one verified and up to date set of back-up software programs in a separate location away from the Premises
- (E) obtain and keep in force and effect a proper and valid licence in respect of any software program in its possession

### Maintenance Agreement

In the event of Damage to Property due to its own breakdown or derangement such item at the time of the Damage must be the subject of a maintenance, rental, hire or lease agreement that must provide at inclusive cost a service of at least on-call remedial and/or corrective maintenance with free repair or replacement in the event of breakdown or derangement arising out of normal use.

## MEMORANDA

### Alterations and Additions

If during the Period of Insurance alterations or additions are made to any of the Property Insured or additional Computer or Ancillary Equipment is acquired at any Premises or elsewhere as covered by this insurance and such additional property is not otherwise insured it will be held covered under the relative items of this insurance from the time from which the Insured became responsible for it until the next renewal of the insurance at which date specific insurance shall be effected.

The sum insured (and Declared Value) by the item shall be deemed to be increased for that period only by the value of the additional property insured under the item but by not more than 10% in respect of additional property at any one Premises. All the provisions and conditions of this insurance (including the Alteration Condition) apply to this extension except as expressly varied.

### Automatic Reinstatement after a Loss

In the absence of written notice by the Insured or the Company to the contrary within 30 days of the occurrence of any Damage the Company's Liability shall not be reduced by the amount of any loss and the Insured shall pay the appropriate additional premium for such automatic reinstatement of cover provided that in respect of Damage by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each Period of Insurance.

### Index Linking

If shown in the Schedule as applicable the Company will adjust the sum insured (and the Declared Value where appropriate) by each item on Computer and Ancillary equipment and Computer Systems Records in line with a suitable index of costs and the premium for renewal will be based on the adjusted amounts.

### Waiver of Subrogation Rights against users

The Company shall waive any rights of subrogation against any user of the Property Insured. Provided that such user

- (1) has the authority of the Insured to use the Property and
- (2) shall as if he were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Policy.

### Additional Computer Rental

The Company will pay the additional rental arising out of the replacement of a lease/hire agreement in respect of the

Property Insured by a new contract for similar property consequent upon Damage up to an amount not exceeding €10,000

### **Incompatibility of Computer Records**

The Company will pay

- (A) the costs of modifying the Computer Equipment
- or
- (B) the costs of replacement of Computer Systems Records together with reinstatement of programmes and/or information thereon

(whichever is less) to achieve compatibility in the event Damage to the Computer Equipment has resulted in undamaged Computer Systems Records being incompatible with the replacement Computer Equipment subject to the Company's liability not exceeding €12,500

### **Accidental Discharge of Gas Systems**

The Company will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property Insured arising out of the accidental discharge of such system provided the liability of the Company shall not exceed €6,500

However the Company shall not be responsible for any costs incurred as a direct result of the gas system being installed commissioned or undergoing any form of testing

### **Payments on Account**

(Additional Cost of Working and Loss of Gross Revenue items only)

Payments on account may be made during the Indemnity Period if desired

### **Special Condition**

(Additional Cost of Working and Loss of Gross Revenue items only)

Damage shall be extended to include

- (A) accidental loss distortion corruption or erasure of programs and/or information stored on Computer Systems Records caused by Damage as insured by this Policy
- (B) Damage recoverable under any guarantee or Maintenance Agreement on the Property Insured
- (C) Damage in respect of any item due to its own breakdown or derangement if a Maintenance Agreement is not in force on such item
- (D) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the Premises in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property
- (E) the accidental failure of the electricity supply in the distribution wiring within the Premises in which the Property Insured is situated not occasioned by failure as in (C) above
- (F) the accidental failure of any telecommunications system used in connection with the Property Insured not occasioned by
  - (1) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees
  - (2) the use by the Insured of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system
- (G)
  - (1) physical loss of or damage to the Premises in which the Property is situated or to any contents thereof or to property in the vicinity at the Premises and/or
  - (2) the exercise by any public and/or police authority of its power for the sole purpose of safeguarding life which prevents the Insured access to and/or using the Computer Equipment

### **Risk Protections**

#### **A Automatic Sprinkler and Fire Installations**

(Applicable if a reduced premium rate is allowed on account of such an installation or if the insurance covers Damage by the accidental escape of water from a sprinkler installation)

The Insured shall

- (1) take all reasonable steps to
  - (A) prevent frost and other damage to the installations and in so far as it is their responsibility
  - (B) maintain the installations (including the automatic external alarm signal) in efficient working order
  - (C) maintain ready access to the water supply control facilities
- (2) in the event that changes repairs or alterations to the installations are proposed notify the Company in writing and obtain its prior agreement in writing
- (3) allow the Company access to the Premises at all reasonable times for the purpose of inspecting the installations
- (4) carry out the routine tests laid down by the Company and remedy promptly any defect revealed by a test

In the event that alterations or repairs become necessary to the automatic sprinkler installation the Company may at its option suspend any cover which is granted against Damage by the accidental escape of water from the installation

until the alterations or repairs have been carried out and approved by the Company Notice of any such action will be given the Company in writing

**B Fire Extinguishing Appliances**

The Insured shall maintain all fire extinguishing appliances in efficient working order

**C Security Precautions**

It is a condition precedent to the Company's liability for Damage that

- (1) in respect of any Intruder Alarm System installed at the Premises
  - (A) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company
  - (B) the Premises are not left unattended unless
    - (1) the Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm System is connected has acknowledged the setting signal and
    - (2) as far as the Insured or their representative is aware the Intruder Alarm system is in full and efficient working order
  - (C) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System
- (2) whenever the Premises are left unattended
  - (A) all locks bolts and other protective devices are in full operation
  - (B) all keys (including those relating to any part of the Intruder Alarm System) are
    - (1) removed from the Business Premises or
    - (2) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises

For the purpose of this condition

Intruder Alarm System shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises

## INTERPRETATIONS

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Keyholder shall mean any person or keyholding company authorised by the Insured who is available at all times when the Intruder Alarm System is set to accept notification of faults or alarm signals or messages relating to the Intruder Alarm System

Business Premises shall mean that part of the Premises occupied by the Insured for the purpose of the Business described in the Schedule

**D The Minimum Standard of Security**

(Applicable to any cover granted in respect of Damage by Theft)

It is a condition precedent to the Company's liability for Damage that the Insured shall have implemented the following security measures within 8 weeks of commencement of Theft Cover

- (A) The Final Exit Door of the Premises be fitted with either
  - (1) for timber or steel framed doors — a mortice deadlock which has 5 or more levers and/or conforms to BS3621:1980 specification for thief resistant locks and matching boxed striking plate
  - or
  - (2) for aluminium or UPVC framed doors — a cylinder operated mortice deadlock or a deadlocking multi-point locking system
- (B) All other external doors and all internal doors giving access to any part of the buildings not occupied by the Insured for the purpose of the Business be fitted with either
  - (1) any of the locking arrangements as specified in (A) (1) or (2) above in accordance with the door frame
  - or
  - (2) two key-operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom
- (C) All ground floor and basement opening windows/skylights and other opening windows/skylights accessible from roofs decks balconies fire escapes canopies or down pipes be fitted with key-operated window locks This requirement does not apply to window/skylights which are protected by solid steel bars grilles lockable gates expanded metal or weld-mesh provided agreement shall have been obtained from the Company and is stated on the Schedule

Any door or window officially designated a fire exit by the fire authority is excluded from these requirements

THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

## MONEY INSURANCE

### SECTION I MONEY

The Company will pay to the Insured up to the Limit of Liability for any loss of or damage to the Money and property described in Items 1 to 6 below provided that

- (A) as regards Item 3 the loss or damage is due to robbery or attempt thereof
- (B) as regards Item 4 the loss or damage is due to theft or attempt thereof and
- (C) the Company's liability in respect of any one occurrence or number of occurrences arising directly or indirectly from any one source or original cause shall not exceed the relevant Limit of Liability and
- (D) the Company's liability in respect of Item 1(B)(1) shall not exceed the manufacturers recommended limit or the limit on the Schedule whichever is the less

Item No	Limit of Liability any one loss
1 Money as described in Interpretation 1A	
(A) in the Insured's Premises during Working Hours or in transit or in a bank night safe and thereafter within bank premises until at the bank's risk	As shown in the Schedule
(B) in the Insured's Premises out of Working Hours	
(1) in locked safes or strongrooms as shown in the Schedule	As shown in the Schedule
(2) in all other locked safes or strongrooms	€2,500 in total
(3) not in a locked safe or strongroom	€500
(C) in the Insured's residence or that of the Insured's directors partners or employees	
(1) whilst in a locked safe or whilst an adult is in the residence	€750
(2) otherwise	€500
2 Money as described in Interpretation 1B	€320,000
3 Clothing and personal effects (not exceeding €50 per person in personal money) belonging to the Insured or any of the Insured's directors partners or employees whilst engaged in the Business	€500 per person
4 Any postal franking machine safe strongroom or any container or waistcoat used for the carriage of Money belonging to the Insured or for which the Insured is responsible	Unlimited

### EXCLUSIONS

The Company shall not be liable for

- (1) loss by theft by any director partner or employee of the Insured not discovered within seven working days of the occurrence
- (2) shortage due to error or omission
- (3) loss from an unattended vehicle
- (4) loss due to the use of counterfeit Money
- (5) loss or damage arising from riot or civil commotion in Northern Ireland
- (6) losses not within Great Britain Northern Ireland the Republic of Ireland and the Channel Islands or the Isle of Man
- (7) loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- (8) loss or damage directly arising from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (9) loss or destruction of or 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

- (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (10) the first €130 of each and every loss

## INTERPRETATIONS

- 1 Money shall mean
  - A cash bank notes currency notes uncrossed cheques (including travellers cheques but excluding pre-signed blank cheques) uncrossed bankers' drafts uncrossed postal orders uncrossed money orders current postage National Savings stamps bills of exchange luncheon vouchers consumer redemption vouchers gift tokens trading stamps bus tickets national lottery tickets telephone cards
  - B crossed cheques (other than pre-signed blank cheques) crossed banker's drafts crossed giro cheques and drafts crossed postal orders crossed money orders unused units in franking machines National Savings certificates Premium Bonds credit company sales vouchers VAT purchase invoices
 belonging to the Insured or for which the Insured is responsible and pertaining to the Business
- 2 Working Hours shall mean the period during which the Premises are actually occupied for Business purposes and during which the Insured or those of the Insured's employees who are entrusted with Money are in the Premises

## SPECIAL CONDITIONS

### 1 Security Precautions

It is a condition precedent to the Company's liability for Damage that

- (1) in respect of any Intruder Alarm System installed at the Premises
  - (A) a maintenance contract is maintained in force during the currency of this insurance with the installing contractor or such other contractor as is agreed in writing by the Company
  - (B) the Premises are not left unattended unless
    - (1) the Intruder Alarm System is tested and set in its entirety and where the equipment permits any Central Station to which the Intruder Alarm System is connected has acknowledged the setting signal and
    - (2) as far as the Insured or their representative is aware the Intruder Alarm system is in full and efficient working order
  - (C) the agreement of the Company is obtained in writing before replacing extending or otherwise altering the Intruder Alarm System
- (2) whenever the Premises are left unattended
  - (A) all locks bolts and other protective devices are in full operation
  - (B) all keys (including those relating to any part of the Intruder Alarm System) are
    - (1) removed from the Business Premises or
    - (2) placed within a locked safe or strongroom the keys to which are themselves removed from the Premises

For the purpose of this condition

Intruder Alarm System shall be deemed to include all lines and equipment used to transmit the signals to and from the Premises

#### Interpretations

Intruder Alarm System includes all lines and equipment used to transmit the signals to and from the Premises

Business Premises shall mean that part of the Premises occupied by the Insured for the purpose of the Business described in the Schedule

### 2 Contribution

If at the time of any claim under this Section the Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Section not been effected

## SECTION 2 PERSONAL INJURY (ROBBERY)

In the event of the Insured or any director partner or employee of the Insured (hereinafter called the Insured Person) sustaining accidental Bodily Injury which

- (A) is sustained solely and directly as a result of robbery or attempt thereat while such Insured Person is engaged in the Business and
- (B) within two years is the sole cause of Death Disablement or incurring of Medical Expenses for which the Benefit is claimed

The Company will pay the appropriate Benefit to the Insured in accordance with the number of Units of cover as shown in the Schedule

Bodily Injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

### EXCLUSIONS

The Company will not pay the Benefit if

- 1 Bodily Injury Death Disablement or Medical Expenses is the result of or is contributed to by the Insured Person having a physical or mental defect of any sort which was known either to the Insured or the Insured Person when the Policy was issued or at renewal  
However the exclusion shall not apply if the defect has been notified to the Company and accepted in writing

### INTERPRETATIONS

- 1 Benefit shall mean
  - 1 Death  
Disablement
  - 2 Loss of one or more Limbs or Eyes
  - 3 Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind
  - 4 Temporary Total Disablement from usual occupation
  - 5 Medical Expenses necessarily incurred in the treatment of the Insured Person
- 2 The amount payable for each Unit of cover shall be:  
Benefit
  - 1 €20,000
  - 2 €20,000
  - 3 €20,000
  - 4 €150 per week for a maximum of 104 weeks in all and not necessarily consecutive
  - 5 Reimbursement up to 15% of the amount payable under Benefit 4
- 3 Loss of Limb shall mean
  - (A) in the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg
  - (B) in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand
- 4 Loss of Eye shall mean permanent and total loss of sight which will be considered as having occurred
  - (A) in both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
  - (B) in one eye if the degree of sight remaining after corrections is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)
- 5 Medical Expenses shall mean the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges

# SPECIAL CONDITIONS

## 1 Benefits

- (A) Benefit shall not be payable for any one Insured Person under more than one of the Benefits 1 to 3 in connection with the same occurrence of Bodily Injury
- (B) On the happening of any occurrence giving rise to a claim under any of Benefits 1 to 3 this Section shall therefore cease to apply to that Insured Person
- (C) Total Disablement shall have lasted for 104 weeks and have been proved to the Company's satisfaction to be permanent and without expectation of recovery before Benefit 3 becomes payable
- (D) The amount payable per week under Benefit 4 shall not exceed the Insured Person's pre-injury weekly earnings from the Business
- (E) No sum payable shall carry interest
- (F) No Benefit shall be payable due solely to inability to take part in sports or pastimes

## 2 Claims Condition

Claims Condition 7 does not apply to Section 2

## 3 Custodian Warranty

It is a condition of this policy that the following precautions be adopted for the transit of money (other than money described in interpretation 1B)

Amount in Transit	Minimum number of able-bodied persons to accompany transits
Up to €4,000	1
Over €4,000 but not exceeding €8,000	2
Over €8,000 but not exceeding €15,000	3

Amounts in excess of €15,000 to be carried by professional carriers approved by the Company

Notes to be carried on the person and coin in a bag or bags and transits of amounts over €4,000 to be carried out by motor car

THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

## PERSONAL ACCIDENT INSURANCE

If during the Operative Time the Insured Person sustains accidental Bodily Injury which within two years is the sole cause of Death Disablement or incurring of Medical Expenses for which the Benefit is claimed the Company will pay the appropriate Benefit to the Insured

If the Insured Person suffers Death Disablement or incurs Medical Expenses as the result of exposure to the elements the Company will consider that as having been caused by accidental Bodily Injury

Bodily Injury does not include sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause

### EXCLUSIONS

The Company will not pay the Benefit if

- 1 Bodily Injury results from
  - (A) the Insured Person engaging in or practising for any of the Excluded Activities
  - (B) the Insured Person committing or attempting to commit suicide
  - (C) war invasion act of foreign enemy hostilities whether war be declared or not civil war rebellion revolution insurrection or military or usurped power
- 2 Bodily Injury or Death Disablement or Medical Expenses is the result of or is contributed to by the Insured Person
  - (A) having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction or
  - (B) having a physical or mental defect of any sort which was known either to the Insured or the Insured Person when the Policy was issued or at renewalHowever the exclusion shall not apply if the defect has been notified to the Company and accepted in writing
- 3 Death Disablement or Medical Expenses is the result of or is contributed to by the pregnancy (including childbirth) of the Insured Person

### INTERPRETATIONS

- 1 The Operative Time shown in the Schedule shall have the following meanings

24 Hour	At any time
Occupational Accidents Only	While engaged on the Insured Person's occupation in the Business
Occupational Accidents plus Commuting Risks	While engaged on the Insured Person's occupation in the Business including daily travel directly between residence (normal or temporary) and place of work
- 2 Benefits shall mean
  - 1 Death
  - Disablement
  - 2 Loss of two or more Limbs or both Eyes or one of each
  - 3 Loss of one Limb or Eye
  - 4 Permanent Total Disablement other than by Loss of Limb or Eye from gainful employment of any and every kind unless otherwise shown in the Schedule
  - 5 Temporary Total Disablement from usual occupation
  - 6 Temporary Partial Disablement i.e. disablement from a substantial part of usual occupation
  - 7 Medical Expenses necessarily incurred in the treatment of the Insured Person up to a maximum of €3,180 irrespective of the number of Units insured



- 3 Excluded Activities shall mean  
Aqualung diving  
Flying  
    (A) other than as a passenger or  
    (B) as a member of the crew or  
    (C) in order to carry out work in the aircraft  
Football other than association football (soccer) as an Amateur (Amateur shall mean a person who receives no financial gain from or payment for participation in that sport other than the reimbursement of reasonable travel and other out-of-pocket expenses)  
Hang gliding  
Hunting on horseback  
Motor competitions  
Motorcycling as a rider or passenger  
Mountaineering or cliff or rock climbing  
Parachuting  
Pot-holing  
Racing other than on foot or in dinghies  
Using power driven woodworking machinery in connection with any business or occupation  
Winter sports other than curling or skating
- 4 Loss of Limb shall mean  
    (A) in the case of a leg loss by physical severance at or above the ankle or permanent total loss of use of a complete foot or leg  
    (B) in the case of an arm loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent total loss of use of a complete arm or hand
- 5 Loss of Eye shall mean  
permanent and total loss of sight which will be considered as having occurred  
    (A) in both eyes if the Insured Person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist  
    (B) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (meaning seeing at 3 feet what the Insured Person should see at 60 feet)
- 6 Medical Expenses shall mean  
the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a qualified member of the medical profession and all hospital nursing home and ambulance charges
- 7 Aircraft Accumulation Limit  
If a limit is shown in the Schedule this shall mean the maximum amount the Company will pay under this Policy and any other policy issued by the Company in the name of the Insured in respect of all Insured Persons travelling in the same aircraft In the event of the Aircraft Accumulation Limit being exceeded the Company's liability in respect of each Insured Person travelling in the aircraft shall be proportionately reduced until the total does not exceed that limit

# SPECIAL CONDITIONS

## 1 DISAPPEARANCE

In the event of disappearance of the Insured Person if after a suitable period of time it is reasonable to believe that death has occurred as a result of accidental Bodily Injury the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to the Company

## 2 BENEFITS

- (A) Benefit shall not be payable in respect of any one Insured Person under more than one of Benefits 1 to 4 in connection with the same accident
- (B) on the happening of an accident giving rise to a claim under any of Benefits 1 to 4 this insurance shall thereafter cease to apply to that Insured Person
- (C) Total Disablement shall have lasted for 104 weeks and have been proved to the satisfaction of the Company to be permanent and without expectation of recovery before Benefit 4 becomes payable
- (D) If no Death Benefit is included in respect of the Insured Person no Benefit shall be payable for Loss of Limb or Eye until at least thirteen weeks after the date of the accident and such Benefit shall then only be payable if the Death Benefit would not if included have become payable during that thirteen weeks as a result of the accident If a Death Benefit is included but is less than the appropriate Benefit for Loss of Limb or Eye the amount payable for Loss of Limb or Eye shall not exceed the Death Benefit until thirteen weeks have elapsed from the date of the accident and the balance shall then only be payable if the Death Benefit has not in the meantime become payable as a result of the accident
- (E) The amount payable under Benefit 7 shall be reimbursement up to the amount specified in the Schedule in respect of any accident to any one Insured Person
- (F) no sum payable shall carry interest
- (G) no Benefit shall be payable due solely to inability to take part in sports or pastimes
- (H) Benefits 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive

## 3 SPECIAL PROVISION

The Company shall not automatically accept or be affected by any notice of any trust assignment or the like which relates to this insurance

## 4 CONTRIBUTION

Claims Condition 7 does not apply to this insurance

# ADDITIONAL INFORMATION (not forming part of your contract)

## RSA DATA PROTECTION NOTICE

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

### 1. Who are we?

We are RSA Insurance Ireland DAC (RSA) and we provide commercial and personal insurance products and services. We also provide insurance services in partnership with other companies.

### 2. Why do we collect and use your personal information?

RSA will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract. We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls with RSA may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

PURPOSE	LEGAL BASIS
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;  To comply with legal obligations (eg. money laundering requirements)
To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Siochana or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;  Processing is necessary to comply with legal obligations

For reinsurance purposes	Processing is necessary for the performance of a contract
To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary to comply with legal obligations

### 3. How else do we collect information about you?

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies. For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.
- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see [www.inslink.ie](http://www.inslink.ie)) and other insurers.
- Other fraud prevention databases available in the insurance industry.

### 4. Will RSA share your personal information with anyone else?

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised by you to act on your behalf.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.
- The Insurance Link Anti-Fraud register (for more info see [www.inslink.ie](http://www.inslink.ie)) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims.
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

### 5. Which decisions made about you will be automated?

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.

### 6. For how long will RSA keep your information?

RSA Information submitted for a quotation may be retained by us for a period of up to 72 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

### 7. What should you do if your information is incorrect?

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

## 8. What are your rights over the information that is held by RSA?

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- 2 Request your personal information to be deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.
- 3 Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data.

If you would like to request any of the above, please email us a request to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

## 9. Changes to our Data Protection Notice.

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## 10. How do you ask as question about this Data Protection Notice?

If you any questions or comments about this privacy notice please contact:

The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandymount Road, Dundrum, Dublin 16, D16 FC92

You may also email us at [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com)

## 11. How can you lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portlaoigh, Co Laois, R32 AP23.

# Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with your insurance you should contact us immediately at

RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16.

Telephone no: 1890 290100, Outside Ireland Telephone +0353 1 2901000 or by email at [complaints@ie.rsagroup.com](mailto:complaints@ie.rsagroup.com)

In the event of your complaint not being resolved to your satisfaction you may contact

Insurance Ireland, 39 Molesworth Street, Dublin 2

Tel: 01 6761914 [www.insuranceireland.eu](http://www.insuranceireland.eu) or the Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2

Tel: 01 6620899 or 1890 882090 [www.financialombudsman.ie](http://www.financialombudsman.ie)





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, Sandycroft Road, Dundrum, Dublin 16.