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# SIMI Combined Motor Trader Policy

## Important Information

Please read and keep safe

| Retirement | Investments | Insurance |



# Combined Motor Trader policy

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## Accident Line

 **1800 147 147**

For help and advice on all  
motor and property claims

# Introduction

## Your Policy and Schedule

Here is your Combined Motor Trader policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the policy including the levels of cover operative under each Section of the policy and should be read in conjunction with the rest of the policy. May we please ask you to examine this policy and schedule carefully to ensure it meets with your particular needs.

**Important – Please note: Only those Sections as showing as in force in the attached Schedule shall apply to your particular policy**

## The Law Applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

## Complaints procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible. If you arranged your cover through an agent or adviser, please send your complaint to them. If your complaint is not sorted out to your satisfaction, please contact:

Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651 or you can contact:

- **Insurance Ireland** at Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Phone: 01 676 1914  
Fax: 01 676 1943  
E-mail: [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)  
Website: [www.insuranceireland.eu](http://www.insuranceireland.eu)
- **Financial Services and Pensions Ombudsman**, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: 01 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

You will not lose your right to take legal action if you contact either of the above.

## Special Note

The Schedule and Road Traffic Act Certificate(s) of Insurance and Disc(s) for this Policy are separately enclosed.

# Your Combined Motor Trader Policy

The Insured, having applied to Aviva Insurance Ireland DAC, hereinafter referred to as 'the Company', (other than Section 11 where Aviva Insurance Ireland DAC is referred to as We/Us/Our), for this insurance and having paid or agreed to pay the premium, the Company will provide insurance to the extent of and subject to the terms and conditions of this policy during any Period of Insurance.

Any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance shall be part of and incorporated into this contract.

This Policy, the Schedule, any Endorsement and, where applicable, the Certificate of Motor Insurance shall be read together as one contract and unless specially stated to the contrary any word or expression to which a specific meaning has been given shall have such specific meaning wherever it may appear.

In addition to the Standard Exclusions, Conditions, Clauses, Memoranda, Provisions limiting cover in the individual Sections of the Policy, the Insurance cover described in any of the said Sections is also subject to the General Exclusions and Conditions contained in this Policy Booklet.

All Endorsements other than the above will be printed on the attached Section Schedules.

Limits of liability referred to in the Policy as being "the amount stated in the Schedule" are intended to refer to that part of the Schedule which corresponds with the Section of the Policy where the reference occurs.

"Period of Insurance" shall mean the period from the Effective Date in the Schedule to the date immediately prior to the Renewal Date and any subsequent period for which the Insured has paid or agreed to pay and the Company has accepted or agreed to accept the premium.

"The Insured" shall have the same meaning as "The Policyholder". If more than one person is named as the Policyholder the insurance granted by this Policy applies jointly and individually to all such persons subject to the terms of individual Sections.

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

## Insurance Act 1936

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

## Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

## Cooling Off Period

If the Insured cancels their Policy within 14 working days from the start date of the policy (the "Cooling Off Period"), the Company will refund their premium for the period of insurance remaining.

If the Insured cancels the policy after the Cooling Off Period, please refer to General Condition 6 Cancellation of this Policy for terms and conditions.

# Claims Conditions - All Sections

## Action by Insured

- 1 The Insured shall on the happening of any event which could possibly give rise to a claim under this Policy-
  - (a) give immediate notice in writing to the Company
  - (b) give immediate notice to the Garda Síochána in respect of -
    - (i) loss or damage by stealing or any attempt thereat, including Theft of a Motor Vehicle insured by this policy
    - (ii) loss of Money by any cause whatsoever
    - (iii) loss or damage by malicious persons
  - (c) make no admission of liability or offer promise or payment without the Company's written consent
  - (d) carry out no alteration or repair as far as practicable until the Company has had an opportunity of investigating
  - (e) inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company immediately every relevant document
  - (f) take all reasonable action to minimise or check any interruption of or interference with the business
  - (g) produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim
  - (h) in respect of loss or damage to the property insured deliver to the Company at the Insured's own expense claim in writing with such detailed particulars receipts and proofs as may be reasonably required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within -
    - 30 days of the expiry of the Indemnity Period - Section 2 (Business Interruption)
    - 7 days of the event - in respect of Riot etc (Contingency F of Section 1)
    - 30 days of the event - All other claims or such further time as the Company may in writing allow
  - (i) in respect of the Personal Assault extension to Contingency O Section 1 (page 18) the Insured shall supply at his/her own expense all certificates and information and evidence required by the Company and the Person-insured shall as often as required submit to medical examination on behalf of the Company at its own expense.
- 2 In regard to Commercial Legal Protection please refer to Section 5 of this policy.
- 3 In regard to Directors and Officers Liability please refer to section 8 of this policy.



# Company's Rights

## Control of Claims

The Company shall be entitled

- (a) on the happening of loss or damage to the property insured to enter take and keep possession of any building where loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing the right of the Company to rely on any conditions of this policy and this policy shall be proof of leave and licence for such purpose
- (b) at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons and the Insured shall give all information and assistance required
- (c) to any property for the loss of which a claim is paid hereunder and the Insured shall execute all such assignments and assurances of such property as may be reasonably required but the Insured shall not be entitled to abandon any property to the Company
- (d) to pay to the Insured the maximum sum payable under Section 3 or Section 4 in respect of any one claim or series of claims arising out of one cause or any lesser sum for which the claim or claims arising from such cause can be settled and the Company shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment
- (e) in the case of death of the Person-insured under
  - (i) Section 1, Contingency O - Personal Assault
  - or
  - (ii) Section 6 - Personal Accidentto have a post-mortem examination at its own expense.
- (f) in respect of Sections 1 and 2 of this Policy, if the Company agree to pay the Insured in respect of loss or destruction of or damage to the property insured, the Company reserves the right to make staged payments and a portion of the agreed sum will be retained by the Company until all works are completed within the agreed scope and final invoice submitted.

# How to Deal with a Claim

These Notes are not part of the contract of Insurance but are a guide to help you if you have a claim. If you know, or think it possible, that the damage or injury is severe, or even if you just want to speak to someone about it, please phone your broker or Aviva immediately. Prompt notification by you or your insurance adviser, to us, of all losses and injuries which might possibly result in a claim, is important.

Otherwise - where your property has been lost stolen or damaged:

## **Glass Breakage**

If the damage occurs when your premises are closed the Garda Síochána may make immediate arrangements for the broken window(s) to be boarded up. If this hasn't been done you should immediately make arrangements for boarding up or immediate replacement of the broken glass. You should also give immediate notice of the breakage to your broker or Aviva.

## **Other Damage Notification**

Please write to your broker or Aviva immediately giving as much detail as you can. If property has been stolen mislaid or damaged by thieves inform the Gardaí immediately.

## **Repairs / Replacements**

Estimates should be forwarded as soon as possible to your broker or Aviva but if these cannot be sent within thirty days of the loss or damage let them know the position.

## **Other Action**

Do what you can to prevent further loss or damage and minimise any interruption to your business.

## **Notification of Injury**

Where an employee has been injured or a member of the public has been injured and/or his/her property has been damaged, please contact your broker or Aviva immediately, giving as much detail as you can. Where an employee is included in your Personal Assault cover, please arrange for a doctor's certificate to be submitted if absence from work is likely to exceed one week.

## **Admission of Liability / Preservation of Salvage**

The law of liability is complex so do not admit liability even if you think you may be to blame. Leave it to us to sort this out later. Any broken plant or equipment involved in the accident should be retained in a safe place.

## **Claim Forms**

Whenever a claim form is sent to you by Aviva in response to your notification of loss damage or injury please complete and return it to your broker or Aviva as soon as possible.

## **Claims procedure for Section 5 – Legal Protection**

Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem.

Always report your claim to us in writing and as soon as possible. We can send you a claim form to help you do this.

As a member of Insurance Ireland, ARAG (see Section 5) subscribes to Insurance Ireland's Codes of Practice. These codes set down the requirements insurers must meet when dealing with claims. You can see the codes on the internet at [www.insuranceireland.eu](http://www.insuranceireland.eu). If you would like to receive a written copy please write to us or Insurance Ireland.



# General Conditions - All Sections

## Observance of Conditions

- 1 The obligation of the Company to make any payment under this Policy is conditional upon
  - (a) the answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal, statement of fact, declaration and any other document provided by the Insured to the Company shall be part of this contract and is deemed to be incorporated herein
  - (b) the Insured or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply
  - (c) the due observance and fulfilment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

## Subrogation

- 2 Any claimant under this Policy shall at the request and at the expense of the Company 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 its paying for or making good any destruction loss damage accident or injury under this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by the Company.

## Duty of Disclosure and Alteration of Risk

- 3 The Insured is under a duty to answer all questions, which the Company ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance must be true and complete.

This is for the Insured's protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

The Insured may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in the Insured's circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, the duties or the activities of the Insured.

If the Insured is not sure whether to tell the Company about a change in respect of the Insured's circumstances, the Insured should contact their broker immediately.

In addition, the Insured must tell the Company immediately about changes, that have not already been advised to the Company, relating;

- 1 to any accident, loss or claims made against the Insured in the last five years, and/or any claims currently outstanding/pending;
- 2 to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'\* under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016,
- 3 to the Insured's access to any hazardous sites or locations;
- 4 to (where a Certificate of Motor Insurance has been issued under this policy) the way the vehicle(s) is used, or the circumstances of any driver (whose driving is covered) relating to that driver being disqualified from driving or having had any accident, loss or claim in the last five years or having any outstanding/pending claim or having a medical condition that has not been advised to the National Driving Licence Service;  
and/or
- 5 to the Insured's business being wound up or carried on by a liquidator or receiver or permanently discontinued.

## Additional Duty of Disclosure for Non-Consumer Customers

**PLEASE NOTE - IF THE INSURED IS NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.**

In addition to the above, the Insured must also tell the Company about **any other facts**, which are likely to affect whether the Company agrees to provide cover, or how the Company assess the risks proposed for insurance.

If the Insured is not sure whether they should tell the Company about something, they should tell the Company anyway. This is for the Insured's own protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

### Consumer Definition:

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (with the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
  - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
  - (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million.

\* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine if a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit [www.Irishstatutebook.ie](http://www.Irishstatutebook.ie)

### Cancellation

- 6 (i) The Company may cancel this Policy by sending 10 days' notice by registered post to the Insured at their last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- (ii) The Insured may cancel this Policy after the "Cooling Off Period" by giving the Company written notice and provided that there have been no:
- (a) claim(s) made under the policy for which the Company have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) incident(s) which the Insured is aware of and are likely to give rise to a claim which has already been or is yet to be reported to the Company
- during the current Period of Insurance, the Company will refund to the Insured a proportionate part of the premium paid for the unexpired period.
- For information on how to cancel within the "Cooling Off Period" please read page 5

### Statutory Requirements, Maintenance and Reasonable Precautions

- 7 The Insured shall
- (a) take all reasonable precautions to prevent liability loss damage or accidents
  - (b) maintain all vehicles the premises, machinery, plant and equipment in an efficient and satisfactory state of repair. At all times the Company shall have free access to examine the vehicle(s)
  - (c) comply with all statutory requirements and other safety regulation imposed by any authority
  - (d) keep books with a complete record of purchases and sales
  - (e) take all reasonable precautions for the safety and protection of the property insured including the selection and supervision of employees and not do or permit anything whereby the risk of the Company shall be increased.

### Arbitration

- 8 Any dispute between the Insured and the Company regarding the Company's liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties. If the dispute has not been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and not recoverable thereafter.

## **Other Insurances**

- 9 If at the time of any loss damage or occurrence there is any other insurance or indemnity effected by or on behalf of the Insured applicable to such event the liability of the Company shall be limited to its rateable proportion. If any other such insurance or indemnity is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing ratably then the liability of the Company shall be limited in respect of any loss damage or occurrence to any excess beyond the amount which would be payable under such other insurance or indemnity had this Policy not been effected.

Nothing however in this Condition shall impose on the Company any obligation to make any payment from which it would have been relieved under Exception 6, Part 2 of Section 4 of this Policy but for the terms of this Condition.

## **Fraud and Misrepresentation**

- 10 The Insured may lose all benefit under this Policy if any claim is fraudulent in any way or if the Insured or anyone acting on their behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

The Insured may lose some or all benefit under this Policy if they have not answered all questions, which the Company have asked, honestly and with reasonable care (including any answers or information the Insured has provided to the Company that may have affected the Company's decision to provide cover or in calculating the Policy premium) or if the Insured has used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy the Company may cancel the Policy and retain the premium paid.

## **Reinstatement (applicable to Sections 1 & 2)**

- 12 If the Company elects or becomes bound to reinstate or replace any property the Insured shall at the expense of the Insured 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 item of the items insured more than the Sum Insured thereon.

## **Adjustment of Premium**

- 13 If the premium has been calculated on estimates given by the Insured at the commencement of a period of insurance
- (a) each premium so calculated shall be provisional and subject to adjustment at the expiry of each period of insurance
  - (b) the Insured will keep an accurate record containing all relevant particulars which will be available to the Company for inspection
  - (c) within one month after the Expiry Date shown in the Schedule the Insured will supply to the Company an accurate statement in the form required (certified by the Insured's auditors if so required by the Company) so that the premium for that period can be calculated and the difference paid by or allowed to the Insured subject to the Company retaining any Minimum Premium specified in the Schedule or if no Minimum Premium is specified in the Schedule the Company's normal minimum premium for this class of risk.
  - (d) should the Insured fail to supply such a statement the Company shall be entitled if it so wishes to charge an additional premium in respect of that Period of Insurance.

## **Mid term alterations**

- 14 If you make an alteration to your policy or cancel your policy and this results in an adjustment in premium, we will not charge you for premium adjustments less than €40, nor will we refund you any premium amounts of less than €40.

Please note that General Conditions 4, 5 and 11 have been removed and as such do not appear in the above section.

# General Exclusions - All Sections

## This policy does not cover or indemnify the Insured in respect of

### Radioactive contamination

- 1 (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter

But as far as concerns death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of their employment by the Insured this exclusion shall apply only in respect of

- (i) liability of any Principal
- (ii) liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement.

### Consequential Loss (applicable to Sections 1 & 2)

- 2 Consequential Loss unless otherwise specifically stated in the attached Schedule

### War and Kindred Risks

- 3 any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
- (a) war, invasion, act of foreign enemy, hostilities or war like operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial laws
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

### Sonic Bangs (applicable to Sections 1 & 2)

- 4 loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### Terrorism

- 5 except so far as is necessary to meet the requirements of the Road Traffic Acts, any liability loss damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organisation committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This endorsement also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company maintain that by reason of this exclusion any liability, loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Insured.

This endorsement does not apply to Section 5

**Excluded Property (applicable to Sections 1 & 2)**

- 6 (a) Money credit cards securities of any description jewellery precious stones precious metals bullion bonds furs curiosities rare books or works of art
- (b) goods held in trust or on commission documents manuscripts business books computers systems records explosives or video tapes or cassettes for sale or hire
- (c) property in transit
- unless otherwise specifically stated in the attached Schedule.

**Pollution (applicable to Sections 1 & 2)**

- 7 loss or destruction or damage caused by pollution or contamination but this shall not exclude DAMAGE to the Property Insured not otherwise excluded caused by
- (i) pollution or contamination which itself results from a DEFINED CONTINGENCY
- (ii) a DEFINED CONTINGENCY which itself results from pollution or contamination.

**Changes in Water Table Levels (applicable to Sections 1 & 2)**

- 8 loss (including consequential loss) destruction or damage attributable solely to change in the water table level.

**Date recognition**

- 9 liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any
- (a) electronic circuit microchip integrated circuit microprocessor embedded system hardware software firmware programme computer data processing equipment telecommunication equipment or systems or any similar device
- (b) media or systems used in connection with any of the foregoing
- whether the property of the Insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or to correctly manipulate interpret transmit return calculate or process and date data information command logic or instruction as a result of
- (i) recognising using or adopting any date day of the week or period of time otherwise than as or other than the true or correct day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

**Exception to Date recognition**

Provided always that this exclusion shall not apply to:

- 1 Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and / or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by
- Fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy
- The foregoing Exception to this Date recognition exclusion will not apply to any claim arising from any legal liability legal cost or expense of the Insured
- 2 Death bodily injury shock illness or disease of any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of such person's employment
- 3 the use of a Motor Vehicle.

**Confiscation (applicable to Sections 1 & 2)**

- 10 loss destruction or damage occasioned by nationalisation confiscation requisition seizure or destruction by the government or any public authority.

**Cyber**

- 11 A. (applicable to Sections 1 & 2):
- 1 any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Cyber Incident or the fear or threat (whether actual or perceived) of a Cyber Incident, regardless of any other cause or event contributing concurrently or in any other sequence thereto including, without limitation to the scope of the foregoing, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident.

- 2 This endorsement supersedes and, if in conflict with any other wording in this Policy having a bearing on a Cyber Incident, Electronic Data or Malware or Similar Mechanism, replaces that wording
- 3 However, subject to all the terms, conditions, limitations and exclusions of this Policy, paragraph 1 shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that an insured establishes that such physical loss, destruction or damage was directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy. Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data, directly occasioned by a Cyber Incident, shall not be recoverable hereunder nor be considered as physical loss, destruction or damage for the purposes of paragraphs 3 or 4
- 4 Notwithstanding the foregoing, subject to all the terms, conditions, limitations and exclusions of this Policy, in the event of physical loss or destruction of, or physical damage to, hardware or an Electronic Data storage device of a Computer System directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy, which results in loss or destruction of, or damage to, Electronic Data then this Policy will cover reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data, but excludes the value of the Electronic Data to an insured or any other party.
- 5 For the purposes of this clause only, a "Specified Peril" means one of the following perils: Fire; lightning; explosion; aircraft and aerial devices dropped from them.
- 6 The following definitions apply to this clause and retain the same meaning throughout:
  - 6.1 "Cyber Incident" shall include
    - i unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
    - ii Malware or Similar Mechanism;
    - iii programming or operator error whether by the insured or any other person or persons;
    - iv any unintentional or unplanned – wholly or partially - outage of the insured's Computer System not directly caused by physical loss or damage, affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.
  - 6.2 "Computer System" means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.
  - 6.3 "Electronic Data" means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment
  - 6.4 "Malware or Similar Mechanism" means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.
  - 6.5 "Policy" means this policy and any endorsement thereto

11 B. (applicable to Sections 4, 5, 6, 7 & 8)

any liability arising directly or indirectly from or in connection with a Cyber Loss

**Cyber Loss** means any loss damage liability claim cost or expense of whatsoever nature directly or indirectly caused by contributed to by resulting from arising out of or in connection with any Cyber Act or Cyber Incident including but not limited to any action taken in controlling preventing suppressing or remediating any Cyber Act or Cyber Incident

**Cyber Act** means a deliberate unauthorised malicious or criminal act or series of related deliberate unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer system

**Cyber Incident means**

- (a) any error or omission or series of related errors or omissions involving access to processing of use of or operation of any Computer System or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access process use or operate any Computer System

**Computer System** means any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output Data storage device networking equipment or back up facility

**Data** means information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System.

**Civil Commotion in Northern Ireland (applicable to Sections 1 & 2)**

- 12 loss or destruction or damage to any property whatsoever directly or indirectly caused by resulting from or in connection with civil commotion in Northern Ireland regardless of any other cause contributing concurrently or in any other sequence to the loss.

# Definitions

## **The Insured**

- 1 The Insured as stated in the Schedule.

## **The Business**

- 2 The Business means the activities directly connected with the Business specified in the Schedule to the extent that they are conducted at or from premises in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man and includes the following ancillary activities:
  - (i) ownership use repair maintenance and decoration of the Premises occupied by the Insured for the Business other than structural alteration addition or demolition of any building or any operations in connection with such alteration addition or demolition
  - (ii) repair or maintenance of vehicles or plant owned and used by the insured
  - (iii) the provision and management of canteen social sports educational and welfare organisations for the benefit of any Person Employed and first aid fire security and ambulance services  
in connection with the Business specified in the Schedule and in addition
  - (iv) repair maintenance and decoration work undertaken by any employee for the Insured or for any director or employee of the Insured at the private dwelling house of the Insured or any director or employee of the Insured with the prior consent of the Insured.

## **Insured Vehicle (applies only in respect of Sections 1, 2 and 4B)**

- 3 Any motor vehicle, trailer or agricultural implement including its accessories and spare parts whilst thereon or temporarily detached therefrom.



# Section 1 - Material Damage

The Company agrees that if any of the Property Insured described in the Schedule incurs any physical loss physical destruction or physical damage by any of the Contingencies in force as specified in the Schedule the Company will pay to the Insured the value of the property at the time of its loss or destruction or the amount of such damage or at the Company's option reinstate or replace such property or any part of it.

## Definitions

**A** The property insured under the respective column headings in the Specification is as follows:-

- 1 **Buildings** situate at the Premises described in the Specification
  - (a) The term "Buildings" includes
    - 1 landlords fixtures and fittings
    - 2 outbuildings
    - 3 walls gates and fences
    - 4 piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insured's responsibility
    - 5 yards car-parks roads and pavements.
- 2 **Contents** therein and thereon the property of the Insured or held by them in trust for which they are responsible
  - (a) The term "Contents" **includes**
    - 1 tenants' improvements alterations and decorations
    - 2 so far as they are not otherwise insured employees' directors and visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding **€1,300** in respect of any one person
    - 3 contents of outbuildings
    - 4 contents in the open yards
    - 5 money cheques stamps bonds credit cards or securities of any description but only in respect of loss destruction or damage under
      - (i) Contingencies A-L for an amount not exceeding **€3,300**
      - (ii) Contingency O (if in force) as defined herein.
    - 6 documents, manuscripts and business books but only for the cost of the materials and of clerical labour expended in reproducing such records
    - 7 computer systems records but only for an amount not exceeding **€13,000** in respect of the cost of the materials and or clerical labour and computer time expended in reproducing such records
    - 8 Employees' tools instruments and the like, indemnity hereunder being restricted to a maximum sum of **€2,600** in respect of any one person.
  - (b) The term "Contents" **excludes**
    - 1 landlord's fixtures and fittings
    - 2 stock and materials in trade
    - 3 money cheques stamps bonds credit cards or securities of any description in respect of loss destruction or damage under Contingency M
    - 4 any expense in connection with the production of information to be recorded in documents manuscripts business books or computer systems records
    - 5 any amount exceeding **€3,300** in respect of any one pattern model mould plan or design or set of same
    - 6 vehicles licensed for road use including accessories thereon
    - 7 jewellery precious stones precious metals bullion furs curiosities works of art or rare books unless specifically included.
- 3 **Stock and Materials** in Trade therein and thereon the property of the Insured or held by them in trust for which they are responsible.
- 4 **Miscellaneous property** therein and thereon as described in the Specification.
- 5 **Compound:** An area, in the immediate vicinity of the Insured's premises, where its perimeter is completely closed by wall, gates or fences at least 2 metres in height.
- 6 **Forecourt:** An area in the immediate vicinity of the Insured's premise which is incapable of being physically locked.

- B** The word "DAMAGE" in capital letters shall mean physical loss or physical destruction of or physical damage to the Property Insured.
- C** The words "DEFINED CONTINGENCY" shall mean fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal.

### Limits of Liability

The liability of the Company under Contingencies A-M shall not exceed in respect of:

- (i) any one item - the Sum Insured thereon as stated in Columns 1 2 3 and 4 of the Schedule
- (ii) all loss or damage during any one period of insurance - the Total Sum Insured as stated in Column 5 of the Schedule.

### Contingencies

#### **A FIRE** but excluding DAMAGE caused by

- (a) explosion resulting from fire
- (b) earthquake or subterranean fire
- (c)
  - (i) its own spontaneous fermentation or heating or
  - (ii) its undergoing any heating process involving the application of heat.

#### **B LIGHTNING**

#### **C EXPLOSION**

- (i) of boilers
- (ii) of gas

used for domestic purposes only but excluding DAMAGE caused by earthquake or subterranean fire

- (iii) otherwise but excluding DAMAGE caused by or consisting of the bursting of a boiler economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured.

#### **D AIRCRAFT** or other aerial devices or articles dropped therefrom.

#### **E EARTHQUAKE**

#### **F RIOT CIVIL COMMOTION STRIKERS LOCKED-OUT WORKERS** or persons taking part in labour disturbances or MALICIOUS PERSONS excluding

- (a) DAMAGE arising from cessation of work
- (b) as regards DAMAGE (other than by fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
  - (i) DAMAGE by stealing
  - (ii) DAMAGE in respect of any building which is empty or not in use.

#### **G SUBTERRANEAN FIRE**

#### **H STORM OR FLOOD** excluding

- (a) DAMAGE attributable solely to change in the water table level
- (b) DAMAGE by frost subsidence ground heave or landslide
- (c) DAMAGE in respect of fences gates and moveable property in the open except stock of vehicles

#### **I ESCAPE OF WATER FROM ANY TANK APPARATUS OR PIPE** excluding

- (a) DAMAGE by water discharge or leaking from any automatic sprinkler installation
- (b) DAMAGE in respect of any building which is empty or not in use

**J IMPACT** by any road vehicle, including forklift truck, or animal

**K ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION** in the premises not caused by

- (a) freezing whilst the building in so far as it is in the Insured's ownership or tenancy is empty or not in use
- (b) explosion earthquake subterranean fire or heat caused by fire.

**L ANY ACCIDENTAL CAUSE (ALL RISKS) EXCLUDING**

- (a) DAMAGE caused by or consisting of
  - (i) inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
  - (ii) faulty or defective workmanship operational error or omission on the part of the Insured or any of their employees
  - (iii) the bursting of boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of the Insured
  - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds  
but this shall not exclude subsequent DAMAGE which itself results from a cause not otherwise excluded.
- (b) DAMAGE caused by or consisting of
  - (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects mould or fungus
  - (ii) change in temperature colour flavour texture or finish
  - (iii) stealing or attempted stealing.

DAMAGE consisting of

  - (iv) joint leakage failure of welds cracking fracture collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - (v) mechanical or electrical breakdown or derangement of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

  - (a) such DAMAGE not otherwise excluded which itself results from a DEFINED CONTINGENCY or from any other accidental loss destruction or damage
  - (b) subsequent DAMAGE which itself results from a cause not otherwise excluded
- (c) DAMAGE caused by or consisting of
  - (i) subsidence ground heave or landslip unless resulting from fire explosion earthquake or the escape of water from any tank apparatus or pipe
  - (ii) normal settlement or bedding down of new structures
  - (iii) acts of fraud or dishonesty
  - (iv) disappearance unexplained or inventory shortage misfiling or misplacing of information or clerical error
- (d) destruction of or damage to a building or structure caused by its own collapse or cracking unless resulting from a DEFINED CONTINGENCY in so far as is not otherwise excluded
- (e) DAMAGE
  - (i) caused by fire resulting from its undergoing any heating process or any process involving the application of heat
  - (ii) (other than by fire or explosion) resulting from its undergoing any process of production packing treatment testing commissioning or service or repair
- (f) DAMAGE
  - (i) caused by freezing
  - (ii) caused by escape of water from any tank apparatus or pipe
  - (iii) caused (other than by fire or explosion) by malicious persons not acting on behalf of or in connection with any political organisation

in respect of any building which is empty or not in use

- (g) DAMAGE in respect of
  - (i) property in transit (unless on the Premises)
  - (ii) glass (other than fixed glass) china earthenware marble or other fragile or brittle objects
  - (iii) computers or data processing equipment
 other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded
- (h) DAMAGE in respect of money cheques stamps bonds credit cards or securities of any description other than such DAMAGE caused by a DEFINED CONTINGENCY in so far as it is not otherwise excluded for an amount not exceeding €3,300
- (i) DAMAGE in respect of
  - (i) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives rolling stock watercraft or aircraft
  - (ii) 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
  - (iii) piers jetties bridges culverts or excavations
  - (iv) livestock growing crops or trees
  - (v) jewellery precious stones precious metals bullion furs curiosities works of art or rare books
 unless specially mentioned as insured by this section.
- (j) property which at the time of the happening of DAMAGE is insured by or would but for the existence of this policy 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
- (k) any property more specifically insured by or on behalf of the Insured
- (l) Consequential loss or damage of any kind or description except loss of rent when such loss is included in the cover under the Policy.
- (m) DAMAGE caused by or consisting of
  - (i) Contingencies A-K and M-S
  - (ii) any of the exclusions to Contingencies A-K and M-S
 whether insured or not

## **M STEALING OR ATTEMPTED STEALING** involving

- (a) entry into or exit from the Building(s) (limited to that part of the Premises as stated in the Schedule) by forcible and violent means or
- (b) assault or violence or threat thereof to the Insured or any employee of the Insured

Including DAMAGE to the Building(s) falling to be borne by the Insured consequent upon such Stealing or attempt thereat

Excluding

- (i) DAMAGE to money securities coins stamps jewellery watches furs precious metals precious stones or articles composed of any of them curios sculptures rare books paintings or works of art
- (ii) DAMAGE to stained or plate glass or any decoration or lettering thereon
- (iii) DAMAGE occasioned by or through any person lawfully on the premises or caused by or with the connivance of any member of the Insured's household or any employee of the Insured
- (iv) DAMAGE caused by fire or explosion however caused
- (v) DAMAGE to property in any compound forecourt garden yard or open space or any outbuilding or other building not communicating with the main premises unless specially mentioned
- (vi) DAMAGE in respect of any building which is empty or not in use

### **Replacement of Locks**

This policy section extends to indemnify the insured in respect of costs necessarily incurred in replacing locks and / or locks mechanisms relative to the security of the premises vehicles and or any safe or strongroom resulting from the theft of the insured's keys from the premises or from the homes of the insured's authorised keyholders.

Provided that:

- (a) There are visible signs of forcible entry into or exit from such premises and
- (b) The replacement locks are of similar quality to those changed and
- (c) The maximum liability under this extension shall not exceed €10,000 any one occurrence.

## N ACCIDENTAL BREAKAGE OF GLASS AND SIGNS

In the event of breakage of Glass or Sanitaryware for which the Insured is responsible at the Premises the Company will replace such property or at its option pay to the Insured the cost of replacement.

The company shall not be liable to replace or pay for the replacement of such property exactly but only as nearly as circumstances permit.

Following breakage of Glass the Company will in addition pay for any boarding up costs reasonably incurred.

### Definitions

#### Glass

All fixed glass (including signs shelves showcases and mirrors).

#### Sanitaryware

Fixed baths wash basins pedestals bidets shower trays sinks lavatory pans and cisterns.

#### Premises

Any premises at which property is stated to be insured in Section 1 of the Schedule.

### Extensions

The Company will in addition pay for any costs reasonably incurred in respect of:-

- 1 damage to frames or framework following breakage of Glass
  - 2 the cost of removal or replacement of fixtures and fittings necessarily incurred to effect replacement of Glass as a result of breakage
  - 3 the cost of replacing alarm foil lettering painting embossing silvering or other ornamental work on Glass following breakage of Glass
  - 4 accidental damage to goods incidental to the Insured's Business caused by breakage of Glass in display windows
- provided that the liability of the Company under any or all of the Extensions shall not exceed €650 for any one incident.

### Exceptions

This Contingency does not cover breakage

- 1 due to dilapidation of frames or framework
- 2 caused by workmen altering or repairing the Premises
- 3 in transit or while being fitted
- 4 of any item flawed or broken at the commencement of this insurance
- 5 of glass in light fittings
- 6 of glass in greenhouses or conservatories
- 7 of glass in buildings which are silent empty or not in use
- 8 by or arising out of fire lightning or explosion or preventive or salvage operations consequent thereon
- 9 caused by or consisting of inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials

Further in respect of Signs this contingency does not cover:

- A loss or damage occasioned by or happening through repair removal or erection wear and tear depreciation or deterioration
- B loss of or damage to any part caused by mechanical or electrical defect
- C damage to tubes unless the glass is fractured.

### Limits of Liability

The liability of the Company under this Extension during any one period of insurance shall not exceed the Sum Insured stated in the Schedule of the Policy.

## O LOSS OF MONEY and PERSONAL ASSAULT In the event of

- (a) loss of Money
  - (b) loss of or damage to
    - (i) safe or strongroom
    - (ii) case bag or waistcoat when such are used for the carriage of Moneydirectly associated with any theft or attempted theft therefrom except in so far as this cost is otherwise insured
  - (c) loss of or damage to clothing and personal effects being sustained by the Insured or any partner director or employee of the Insured as a result of an assault by a person attempting to steal Money
- occurring in the Situation the Company will indemnify the Insured against such loss or damage.

## Definitions

**Money:-** Cash Bank and Currency Notes, Cheques, GiroCheques, Postal Orders, Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Current Postage Stamps, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings and Holidays with Pay Stamps, National Savings Certificates, Prize Bonds, Luncheon Vouchers, Credit Card Sales Vouchers, Trading Stamps, Gift Tokens, Consumer Redemption Vouchers, VAT Purchase Invoices and Phone Cards all belonging to the Insured or for which he has accepted responsibility.

**Business Hours:-** The period during which the Insured's premises or sites of contract are actually occupied for business purposes and during which the Insured or any partner director or employee of the Insured entrusted with Money are in the Premises or at sites of contract

## The Situation: -

- (a) In transit
  - (b) At any of Insured's sites of contract during Business Hours
  - (c) In residence of the Insured or any partner director or employee of the Insured
  - (d) In the Premises
  - (e) In bank night safes and thereafter within bank premises until at bank's risk
- all within the Republic of Ireland or the United Kingdom.

## Limits of Liability

The liability of the Company under this Contingency shall not exceed in respect of

- |  |                                   |
|--|-----------------------------------|
| A any single loss of Money (other than as insured by paragraph B hereafter)  |                                   |
| (i) in residences of the Insured or any partner director or employee of the Insured  | €750                              |
| (ii) in the Premises out of Business Hours not secured in locked safe or strongroom specified in the Schedule  | €460                              |
| (iii) (a) in the premises out of Business Hours secured in locked safe or strongroom specified in the Schedule   | The amount stated in the Schedule |
| (b) in unspecified locked safes or strongrooms   | €1,300 in total                   |
| (iv) in the custody of petrol pump attendants or shop assistants between the hours of 8:00pm and 8:00am  | The amount stated in the Schedule |
| (v) in the bank night safes and thereafter within bank premises until at bank's risk   | The amount stated in the Schedule |
| (vi) any other single loss of such money   | The amount stated in the Schedule |
| B any single loss of Money consisting of Crossed Cheques, Crossed GiroCheques, Crossed Postal Orders, Crossed Money Orders, Crossed Bankers' Drafts, Crossed Giro Drafts, Unexpired Units in Franking Machines, National Lottery Tickets for their nominal (unsold) value, National Savings Certificates, Prize Bonds, Credit Card Sales Vouchers and V.A.T. Purchase Invoices |                                   |
| €375,000   |                                   |
| C (i) safe or strongroom   | } Cost of repair or replacement   |
| (ii) case bag or waistcoat used for the carriage of Money  |                                   |
| D clothing and personal effects of the Insured or any partner director or employee of the Insured  | €650 for each person              |

## Exceptions

This Contingency does not cover

- 1 any loss arising from fraud or dishonesty of the Insured's employees not discovered within seven working days after the event
- 2 shortages due to error or omission
- 3 losses covered by a policy of fidelity guarantee insurance
- 4 loss from an unattended vehicle
- 5 any loss not notified to the Company within fourteen days after the event
- 6 any loss due to dishonoured cheques or unexplained shortages.

## Personal Assault Extension

The Company also agrees that if as a result of an attempt by thieves to steal

- (i) Money within the Situation
- (ii) Stock in trade belonging to the Insured from the Premises whilst such Premises are open for business

the Person insured shall suffer bodily injury and which injury shall independently of any other cause be the sole cause of the death or disablement as hereunder the Company will pay to the Insured or their legal personal representatives the Compensation specified in the Schedule where compensation for any of the Results specified below (excluding Results 2 (e) Fractures of Major Bones & (f) Internal Injuries Requiring Surgery - where compensation limits are as specified against each of these items below).

### Definition

- 1 Person insured - The Insured or a partner or director or employee of the Insured aged not less than 16 years nor more than 70 years
- 2 Results
  - (a) Death
  - (b) Total and permanent loss of all sight in one or both eyes
  - (c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet
  - (d) Total disability (temporary or permanent) from engaging in or attending to usual employment or occupation
  - (e) Fracture(s) of the following Major Bones – Limit **€2,600**: pelvis hip leg knee-cap foot ankle arm elbow wrist hand skull shoulder blade collar bone breast bone or ribs
  - (f) Internal Injuries Requiring Surgery – Limit **€2,000**.
  - (g) Vouched Medical Expenses (not applicable where hospitalisation occurs) up to €650.

### Compensation

- 1 Compensation Limits for Result (d) shall be
  - (i) payable for a period not exceeding 104 weeks from the commencement of the Result
  - (ii) payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing eight weeks after receipt of written notice of any injury by the Company.
- 2 Compensation shall not be payable for
  - (i) any of the Results unless such Result occurs within one year of sustaining the injury causing such result
  - (ii) more than one of Results (a) (b) (c) (e) or (f) and when payable for one of those Results shall not be payable for any of the Results caused by any subsequent injury to such Person insured
  - (iii) Result (d) for any period of time subsequent to Result (a) caused by the same injury.

### Exceptions

Compensation shall not be payable for death or disablement consequent upon the Person insured having any pre-existing physical or mental defect or infirmity of which he or the Insured became aware before the commencement of any Period of Insurance for such Person insured

### Special Conditions

- 1 **Reasonable Precautions** (as per General Condition 7 of this Policy) are understood
  - (a) to include the removal off the Premises out of Business Hours of keys to safes and strongrooms
  - (b) to extend to the selection and supervision of employees.
- 2 The interest of the Insured under this Contingency shall not be assignable except with the written consent of the Company.
- 3 **Custodians Clause**

It is a condition precedent to liability under this Contingency that Money in transit as insured under Limit of Liability A(vi) is accompanied by one or more Custodians in accordance with the following Scale:-



## SCALE

Amount of money at risk at any one time	Number of Custodians required
Up to but not exceeding €5,000	One
Exceeding €5,000 but not exceeding €10,000	Two
Exceeding €10,000 but not exceeding €16,000 N.B. Limit per person €6,000	Three
Exceeding €16,000 (a) In Transit  (b) Otherwise	(a) An approved security firm is needed  (b) Subject to agreed security arrangements approved by Company

**Note 1:** Provision of additional Custodians does not per se increase the Policy Limits of Liability (which are as stated in the policy). Any increase in the Limits of Liability must be agreed with the Company and endorsed on the Policy.

**Note 2:** A Custodian is defined as a person who

- (i) is a fully responsible adult of at least eighteen years of age and
- (ii) is charged with direct responsibility for security of said money.

**Note 3:** Any provisions of the Policy which automatically increase or escalate sums insured or monetary limits of the Company's liability do not per se increase the maximum amount of money permitted to be at risk at any one time for the given number of Custodians in terms of the above Scale.

**Note 4:** The provisions referred to in Note 3 shall not automatically increase Limit of Liability A(vi) to an amount in excess of €16,000 until special security arrangements have been agreed with the Company and are in effective operation.

## 4 Requirement to Record Cheques etc.

It is a precondition of any claim under this Contingency for loss of Crossed Cheques Crossed GiroCheques Crossed Postal Orders Crossed Money Orders Crossed Bankers' Drafts or Credit Card Sales vouchers that such instruments shall have been recorded by the Insured immediately upon receipt thereof as to the amount of each individual instrument and its essential identification. Essential identification comprises the type of instrument the date of issue the serial number and where relevant the name and address or the Bank account number of the Drawer. The record of such Money must be produced in support of any claim.

## 5 National Lottery Tickets

The Insured shall as Retail Sales Agent for Lottery Tickets comply with the normal rules of An Post National Lottery Company attaching to the agency for the sale of such tickets including the recording of the Serial Numbers of such tickets

- (a) immediately on receipt thereof
- (b) as regards the first and last ticket sold each day

The record of such numbers shall be kept separately from the tickets themselves.

In the event of such lottery tickets being lost destroyed damaged or stolen the Insured shall give immediate notice thereof to An Post National Lottery Company and to the Gardaí.

## P ACCIDENTAL DAMAGE TO MACHINES AND EQUIPMENT

### Cover

In the event of the Specified Machines and Equipment as described in the Schedule being lost or damaged by fire theft or accidental external means whilst in the Premises (or elsewhere if specified in the Schedule or by endorsement hereon) the Company will by payment or at its option by reinstatement or repair indemnify the Insured against such loss or damage.

### Limits of Indemnity

The liability of the Company under this Contingency during any one Period of Insurance shall not exceed

- (a) in respect of any one item of Specified Machines and Equipment the sum stated in the Schedule thereon
- (b) in respect of all loss or damage the total sum insured on items of Specified Machines and Equipment as stated in the Schedule.

## Exceptions

This Contingency does not cover

- (a) damage arising from atmospheric conditions wear and tear depreciation gradual deterioration any process of cleaning or restoring or from adjustment repair or dismantling of any part of the Specified Machines and Equipment or loss or damage to any part whilst removed from its normal working position
- (b) loss or damage arising from mechanical breakdown of any machine or any part thereof
- (c) loss or damage to any part of any machine by its own ignition electrical breakdown or burn out
- (d) loss or damage to records films or tapes other than by fire or theft (and then only for their value as unused material).

## Q COMPUTERS

### Cover

The Company will indemnify the Insured against

### Part A1

#### Accidental Damage to Property

sudden and unforeseen loss of or material damage to an item of Property resulting from any cause other than Breakdown

### Part A2

#### Breakdown of Property

damage to an item of Property resulting from the actual breaking distortion or electrical burn-out of any part whilst in use arising from defects in the item of Property causing sudden stoppage of its function and requiring its repair or replacement excluding damage caused by fire or by any cause external to the Property

Provided that there shall be no liability under Part A2 for the Breakdown of any Computer which is not the subject of a maintenance contract with a competent computer maintenance firm affording free parts and free labour for repairs necessitated by Breakdown arising from wear and tear or the fault of the maintenance firm. This proviso shall be of no effect in respect of any computer whilst it is the subject of a guarantee provided by the manufacturer or supplier under which equivalent services are afforded.

### The Property

Item	Description
1	Computers owned by the Insured or for which the Insured is responsible and notified to the Company while situated anywhere in the World.

### Definition

Computer means all parts of the electronic data processing installation including tapes cards disks and disk packs and any other data carrying media.

### Basis of Settlement

Reinstatement and Indemnity

- 1 In respect of loss of or damage to an item of Property for which at the time of loss or damage all parts are obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the basis of indemnity under Parts A shall be Reinstatement of the Property lost or damaged and Reinstatement shall mean
  - (a) where the Property is lost its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
  - (b) where the Property is damaged the repair of the damage and the restoration of the damaged portion of the Property to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) the work of Reinstatement is commenced and carried out with reasonable despatch
- (ii) if at the time of Reinstatement the sum representing eighty five per cent of the cost which would have been incurred in Reinstatement if the whole of the Property had been lost exceeds the Amount of Indemnity for Parts A stated in the Schedule then the Insured shall be their own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

- 2 In respect of loss of or damage to an item of Property not falling within the terms of 1 the basis of indemnity under Parts A shall be
- (a) where the Property is lost the cost of replacement by similar property of modern manufacture obtainable at listed prices
  - (b) where the Property is damaged
    - (i) if all the necessary parts to repair the damage to the Property are obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the cost of repair of the damage to the Property
    - (ii) if all the necessary parts to repair the damage to the Property are not obtainable from its manufacturer or the agents or factors of the manufacturer at listed prices the cost of an equivalent repair to similar property of modern manufacture in respect of which all spare parts are obtainable from the manufacturer or the agents or factors of the manufacturer at listed prices

Provided that

- 1 the work of replacement or repair is commenced and carried out with reasonable despatch
- 2 where eighty five per cent of the listed price of similar property of modern manufacture at the time of the loss or damage to the item of Property exceeds the Amount of Indemnity for Parts A stated in the Schedule then the Insured shall be their own insurer for the difference and shall bear a proportionate amount of the loss accordingly.

### **Extensions**

#### **Incompatibility of Computer Records**

In the event of a claims settlement resulting in the replacement of Property insured under Parts A with property which is incompatible with the Insured's undamaged computer data and program records the Company will additionally indemnify the Insured against

- (a) costs of modification of the Property
- (b) costs of replacing and/or reinstating programs and/or data necessarily and reasonably incurred with the consent of the Company to achieve compatibility

Provided that the liability of the Company under this extension shall not exceed €30,000.

#### **Additional Rental Charge**

If as a direct result of loss or damage insured under this Policy the lease/hire contract in force at the time of the accident in respect of the lost or damaged Property is cancelled and replaced by a new one in respect of similar property to that lost or damaged at a rental charge rate above that payable under the cancelled contract the Company will additionally indemnify the Insured against the additional rental charges to be paid during the two years commencing from the time of such loss or damage Provided that the total liability of the Company under this extension shall not exceed €13,000.

#### **Increased Cost of Working/Reinstatement of Data**

In the event of

- (a) accidental damage or Breakdown for which the Company is liable under Parts A above or would be liable but for the application of any Excess
- (b) total or partial failure of the public supply of electricity at the terminal point of the supply undertaking's feed to the Insured premises which is not caused by a deliberate act of the supply undertaking unless performed for the sole purpose of safeguarding life or protecting a part of the supply undertaking's system or not caused by a scheme of rationing unless necessitated solely by physical damage to a part of the supply undertaking's system
- (c) the accidental or malicious erasure destruction distortion or corruption of data or programs on the Property resulting from an identifiable cause but excluding the permanent or temporary loss of or loss of use of or inaccessibility of data or programs directly resulting from pre-existing faults in or unsuitability of programs or computer systems software
- (d) prevention or hindrance of the use of or access to an item of Property caused by damage to or destruction of any property at or in the vicinity of the premises containing such item
- (e) the total failure of the electricity supply to an item of Property resulting from sudden and unforeseen loss of or material damage to the distribution wiring within the premises in which the Property is situated
- (f) the failure of any telecommunications network used with the Property which is not caused by the deliberate act of the telecommunications authority unless performed for the sole purpose of protecting a part of its equipment or not due to industrial action by any of the authorities's employees or is not caused by use by the Insured of machinery and equipment which has not been accepted by the authority as properly installed and compatible with their network

the Company will additionally indemnify the insured against the increase in cost of working including the cost of reinstating data onto data carrying media arising therefrom and the amount payable as indemnity is the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing interruption of or interference with the Business which but for such expenditure would have taken place in consequence thereof during the period beginning with the occurrence thereof and ending not later than twelve months immediately thereafter during which the results of the Business shall be affected in consequence thereof. This indemnity includes reasonable charges payable by the Insured to their professional accountants/auditors for producing any particulars or details or any other proofs information or evidence as may be required under the Claims Conditions and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents

Provided that

- 1 the total liability of the Company under this extension shall not exceed the sum of
  - (a) €33,000 for increased costs of working excluding costs of reinstatement of data
  - (b) €13,000 for the costs of reinstating data and programs
- 2 the Company shall not be liable for increased costs of working excluding costs of reinstatement of data incurred during the first forty-eight hours following a Breakdown for which the Company is not liable under Part A2 apart from the application of any Excess.

#### **Consulting Engineers' Fees & Claims Investigation Costs**

The Company will additionally indemnify the Insured under Parts A against the costs of Consulting Engineer's Fees incurred with the consent of the Company in investigating possible repairs (whether or not successful) and/or the reinstatement of an item of Property. Such costs will be paid in addition to the indemnity under Parts A.

#### **Temporary Repairs & Expediting Permanent Repairs**

The Company will additionally indemnify the Insured under Parts A against the reasonable additional expenses incurred with the consent of the Company in making a temporary repair or in expediting a permanent repair to an item of Property.

Provided that the total liability of the Company in respect of all such additional expenses shall not exceed €6,500.

#### **Removal of Debris/Protection from Further Damage**

The Company will additionally indemnify the Insured under Parts A against the costs and expenses necessarily incurred by the Insured with the consent of the Company in

- (a) removing debris of
  - (b) dismantling and/or demolishing
- any part of an item of Property which has sustained loss or damage insured under either of these Parts
- (c) protecting any part of an item of Property whether damaged or not provided that this is necessitated by insured loss or damage

Provided that the total liability of the Company under this extension shall not exceed €6,500.

#### **Discharge of Gas Flooding Systems**

The Company will additionally indemnify the insured against the cost of refilling the cylinders or tanks of any gas flooding system installed solely to protect the Property following the discharge of such system. Provided that the total liability of the Company under this extension shall not exceed €6,500.

#### **Automatic Cover**

The Property described in the Schedule shall be deemed to include any other property of a similar class or type to that so described installed after the inception of the Policy provided that

- (a) such property shall be insured only to the same extent as property of a similar class or type
- (b) such property shall be in satisfactory working order when installed
- (c) the total Amounts of Indemnity for Parts A shall not be increased by more than €65,000 in respect of such property
- (d) the Insured undertakes to give particulars of such additional installation as soon as practicable and to pay the pro rata additional premium from the date of inception thereof the policy to be endorsed accordingly from the date of commencement of the insurers liability
- (e) the Insured shall pay to the Company the additional premium required by the Company for the insurance of such property.

#### **Special Provisos**

##### **Waiver of Subrogation Rights**

- 1 The Company will waive any rights against
  - (a) any Parent and/or Subsidiary Company of the Insured provided that the Insured does not receive any form of indemnity or damages or otherwise from such Company
  - (b) any authorised user of the Property in the exercise of the authority granted provided that such user shall in like manner to the Insured be subject to the terms conditions and exceptions of the Policy.

### **Automatic Reinstatement of Amounts of Indemnity**

- 2 No amount of Indemnity shall be reduced by the amount of any loss.

### **Special Conditions**

#### **Precautions**

- 1 The Insured shall at all times take precautions to keep the Property in a proper state of maintenance and repair including the maintenance and storage of both current and back-up computer records and to prevent accident or loss.

#### **Value Added Tax**

- 2 To the extent that the Insured is accountable to the Tax Authorities for Value Added Tax all terms in this Section shall be exclusive of such Tax.

### **Settlement**

- 3 In the event of loss of or damage to any item of Property for which indemnity is provided under this Section the Company may at its option reinstate replace or repair the item or may pay in cash the amount of the loss or damage. The Company shall not be liable for the cost of any reinstatement replacement or repair undertaken without its written consent.

### **Exclusions**

This Section excludes

**Wear** etc.

- (a) repairs or replacements necessitated solely by wasting wearing away or wearing out caused by or naturally resulting from ordinary use or working rusting or gradual deterioration of any part of an item of Property but the Company shall be liable for the cost of damage insured by this Policy resulting from such causes

#### **Confiscation by Customs**

- (b) loss or damage arising from confiscation detention requisition or destruction by Customs or other Officials or Authorities occurring outside the European Community or the United Kingdom

#### **Consequential Loss**

- (c) under Parts A the cost of reinstatement of data or programs and consequential loss or liability of any nature whatsoever.

### **Limits of Indemnity**

The liability of the Company under either Part A1 or A2 shall not exceed in respect of any item of Property the sum stated in the Schedule against the item as the Amount of Indemnity for these Parts plus any extra amounts for which the Company is liable under the Extensions.

## **R GOODS IN TRANSIT**

### **Contingencies**

The Company will indemnify the Insured against DAMAGE to a maximum of two mechanically propelled vehicle (hereinafter referred to as the Subject Matter Insured) whilst in transit on land by the Insureds own transporting vehicle from the time of lifting by the Insured or any Employee of the Insured until placed in position by the Insured or the Employee at the destination including loading and unloading within the territorial limits

### **Exceptions**

The Company shall not be liable for:

1. Loss or damage caused by
  - (a) depreciation
  - (b) mechanical and/or electrical derangement of the Subject Matter Insured unless caused by external means
  - (c) ordinary loss in weight or volume or ordinary wear and tear of the Subject Matter Insured, inherent vice or vermin
  - (d) insufficiency or unsuitability of stowage of the Subject Matter Insured
  - (e) wilful misconduct of the Insured or any employee of the insured
  - (f) loss whilst the Subject Matter is under own power

- (g) loss whilst the Subject Matter left loaded overnight or over weekend at any location
  - (h) theft or dishonesty committed by any person in the employment of the Insured
  - (i) rust, oxidation and discolouration and excluding twisting and bending unless caused by a peril insured against
2. Loss or damage to cash, bank notes, treasury notes, stamps, bonds, securities, furs, jewellery, Precious stones, gold and silver articles, watches, laptop computers, computers, televisions, Hi-fi's, video rec., DVD players, CD's, tobacco, cigars, cigarettes, wine spirits or explosives
  3. Loss or damage resulting from theft or attempted theft from any unattended transporting vehicle
  4. Loss or damage of whatsoever nature caused by or arising from inadequate documentation or consequent upon delay in transit and/or indirect consequential loss of any description
  5. Any consequence of riot, civil commotion, strikes, lockouts, labour disturbances or confiscation, requisition, destruction or damage by order of any Government or Public or Local Authority
  6. The first €300 of each and every claim

### Conditions

1. Reasonable Care
    - (a) The Insured shall only employ steady, reliable and competent drivers

and the Insured and any employee of the Insured shall take all reasonable precautions (including but not exclusively):

    - (i) in securing loads
    - (ii) to maintain in efficient condition all transporting vehicles
    - (iii) to protect the Subject Matter Insured
    - (iv) to ensure that any transporting vehicle is suitable for the purpose for which it is to be used  - (b) The Company shall at all reasonable times have free access to examine any of the Insured's transporting vehicles aforesaid
2. Automatic Reinstatement following loss In the absence of written notice by the Insured or the Company to the contrary the limit of Liability stated in the schedule shall not stand reduced by the amount of any loss, the Insured undertaking to pay the appropriate additional premium of the amount of the loss from the date thereof to the date of expiry of the insurance

## 5 FROZEN FOOD

### Cover

Loss of or damage to foodstuffs the property of the Insured or held by them in trust or on commission for which they are responsible whilst contained in the Refrigeration Plant detailed in the Schedule by deterioration, contamination or putrefaction caused by or arising from

- (a) rise or fall in temperature as a result of
  - (i) the breaking, distortion or burning out of any part of the Plant (including its own wiring terminating at and including the plug and fuse) arising from mechanical or electrical defects in the Plant occurring whilst the Plant is being used under normal working conditions
  - (ii) non-operation of the thermostatic or automatic controlling devices forming part of the Plant
  - (iii) accidental failure of the public supply of electricity not occasioned by the deliberate act of any supply authority
- (b) accidental leakage of refrigeration or refrigerant fumes from the Plant.

### Exceptions

Loss of or damage resulting from wear and tear, deterioration gradually developing flaws or defects in the Plant or incorrect setting of thermostats or automatic controls.

### Maintenance Contract Condition

It is a condition precedent to liability that on the expiry of any guarantee period, the Insured shall have in place a maintenance contract on any refrigeration unit which does not have airtight sealed motors and compressors.

# Special clauses, conditions, exclusions and extensions applicable to section 1

## THE CONDITION OF AVERAGE

- 1 The Sums Insured by each item of this Section (other than Contingencies N, O and Q) relating to property are declared to be subject to Average. Whenever a sum insured is declared to be subject to Average if such sum shall at the commencement of any DAMAGE be less than the value of the property covered within such sum insured the amount payable by the Insurer in respect of such DAMAGE shall be proportionately reduced.

## ARCHITECTS' SURVEYORS' CONSULTANTS' LEGAL AND OTHER FEES

- 2 The Insurance by each item of this Section of the Policy on Buildings and Contents includes an amount in respect of Architects' Surveyors' and Consulting Engineers' Fees necessarily and reasonably incurred in the reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable for such destruction or damage and fees shall not exceed in the aggregate the sum insured by each item.

## AUTOMATIC COVER

- 3 The Insurance by this Section shall subject to its terms and conditions extend to cover
- (a) any newly acquired and/or newly erected Buildings and Contents in-so-far as the same are not otherwise insured and
  - (b) alterations additions and improvements to Buildings and Contents but not in respect of any appreciation in value anywhere in the Republic of Ireland Northern Ireland and Great Britain provided that -
    - (i) at any one situation this cover shall not exceed 10 per cent of the total sum insured on such property hereby or €650,000 whichever is less
    - (ii) the Insured undertakes to give particulars of such additional insurance as soon as practicable and to pay the pro-rata additional premium from the date of inception thereof the Policy to be endorsed accordingly from the date of commencement of the Insurers liability
    - (iii) the provision of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above.

## CHANGE OF TEMPERATURE

- 4 Notwithstanding anything to the contrary in this Policy or in any of its Conditions this Section covers destruction of or damage to the property thereby insured which may be caused by change of temperature resulting from the total or partial destruction or disablement of the refrigerating plant by Fire Lightning and Explosion as defined herein or any other peril insured hereby subject to the terms limitations and conditions of the Policy.

## CLEARING DRAINS

- 5 The Insurance by Column (1) and (2) extends to cover expenses necessarily incurred in clearing cleaning and/or repairing drains gutters sewers and the like in consequence of Fire or other Contingencies hereby insured against on the Insured's own Premises.

## CONTRACT PRICE

- 6 (a) In respect only of goods sold but not delivered for which the Insured is responsible subject to a sale contract which following DAMAGE is cancelled by reason of its conditions wholly or to the extent of the DAMAGE the liability of the Company shall be based on the contract price.

For the purpose of this insurance the value of all goods to which this clause could apply in the event of DAMAGE shall also be similarly ascertained on this basis.

- (b) If there is DAMAGE to an Insured Vehicle which:
- (i) has been sold by but not delivered by the Insured
  - (ii) the Company considers to be beyond economic repair
  - (iii) results in a loss of the sale to the Insured

for the purposes of this endorsement the Company will consider an Insured Vehicle to be beyond economic repair where the cost of repair (excluding VAT) is greater than 50% of the market value of the Insured Vehicle at the time the DAMAGE occurred the Company's liability will be based on but will not exceed the Contract Price.



## CONSTRUCTION AND HEATING OF BUILDINGS

- 7 Unless otherwise stated in the Schedule the buildings are constructed of brick, stone or concrete and roofed with slates, tiles, concrete, metal or asbestos and not artificially heated other than by low pressure hot water or steam, oil fired space heaters fed from a fuel tank in the open, overhead gas or electric appliances or by gas or electric fires in offices only.

## CUSTOMERS' GOODS

- 8 The Insured having intimated to their customers that they will accept responsibility for loss or damage to goods, the property of such customers or for which the said customers may be legally responsible whether manufactured by the Insured or not, upon which work is to be, is being, or has been done on behalf of customers by the Insured, or which may be left in the Insured's hands for storage or despatch, or otherwise temporarily in the Insured's custody, it is hereby declared and agreed that all such goods shall be held to be insured by the Items of the Schedule covering Stock and Materials in Trade.

## DESIGNATION

- 9 For the purpose of determining where necessary the heading under which any property is insured the Company agrees to accept the designation under which such property has been entered in the Insured's books.

## ELECTRICAL PLANT

- 10 If any electrical plant or fittings shall be damaged or destroyed by fire occasioned by self-ignition overrunning excessive pressure short circuiting self-heating or leakage of electricity the Company shall not be liable for damage or destruction in respect of the particular piece of plant or fitting in which the fire originated but shall be liable for damage or destruction in respect of any other plant or fitting caused by fire spreading from the original fire.

## EXCESS (INSURED'S CONTRIBUTION) CLAUSE

- 11 The Company shall not be liable for the first €315 of each and every loss as ascertained, after the application of all other terms and conditions of this section including any Condition of Average (underinsurance), in respect of Contingencies F - M inclusive and P - S inclusive.

The Company shall not be liable for the first €125 of each and every loss as ascertained, after the application of all other terms and conditions of this section including any Condition of Average (underinsurance), in respect of Contingencies N and O.

The Company shall not be liable for the first €1,270 of each and every loss as ascertained, after the application of all other items and conditions of this section including any Condition of Average (underinsurance), in respect of Contingencies F and M when the premises are closed for business.

## FIRE BRIGADE CHARGES

- 12 The Company will indemnify the Insured in respect of such Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under this Section of the Policy. The Company's liability in respect of these charges shall not exceed €25,000.

## EXPLOSION

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

## GARDA RESPONSE TO ALARMS

- 14 Unless otherwise agreed by the Company, the Company will not be liable under Contingency M Stealing or Attempted Stealing if the Insured has received notice that the Garda Síochána have withdrawn their services in responding to alarm calls.

## FRAUD, TRICK, FALSE PRETENCES

- 15 Fraud, Trick, False pretences

In the event of stealing where possession is obtained by fraud, trick or false pretences, the Company will not be responsible for:

- 1 (a) the first €625 of each and every loss

or

- (b) 20% of each and every loss

whichever is the greater

- 2 Damage which is the result of the collusion or connivance of the Insured or any Employee.

## MORTGAGEES

- 16 The act or neglect of any Mortgagor or occupier of any building hereby insured whereby the risk of DAMAGE is increased without the authority or knowledge of any Mortgagee shall not prejudice the interest of the latter party (parties) in this insurance provided they shall notify the Insurer immediately on becoming aware of such increased risk and pay additional premium if required.

## NEW VEHICLES REPLACEMENT

- 17 If there is DAMAGE to a specified personally owned vehicle or customer's private car and at that time the car is an Insured Vehicle not older than 12 months from its registration as new, the Company will provide a new replacement of the same make and model provided:
- (i) the car was stolen and not recovered within six weeks of the Theft
- or the agreed repair costs (excluding VAT) is more than 50% of the manufacturer's current list price including statutory taxation
- (ii) a new replacement of the same make and model is available
  - (iii) we receive written consent from the Insured and all other interested parties
  - (iv) we receive ownership of the salvage.

## NON-INVALIDATION CLAUSE

- 18 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 providing that the Insured immediately they become aware thereof shall give notice to the Insurer and pay an additional premium if required.

## CHANGE OF OCCUPANCY

- 19 Unless otherwise agreed by the Company, the Insured may lose all cover under this section in respect of any building if:

- (a) such building or portions of buildings at the premises becomes empty, vacant, disused or unoccupied; or
- (b) such empty, vacant, disused or unoccupied building or portions of buildings at the premises becomes occupied.

The Insured should inform the Company immediately about any such changes in occupancy.

## PUBLIC AUTHORITIES' CLAUSE

- 20 Subject to the following special conditions the insurance by items under Buildings and Contents extends to include such additional cost of reinstatement of the lost destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas/Parliament or with Bye-Laws of any Public Authority excluding
- (a) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:-
    - (i) in respect of DAMAGE occurring prior to the granting of this extension
    - (ii) in respect of loss destruction or damage not insured by the policy
    - (iii) under which notice has been served upon the Insured or any lessee tenant or sub-tenant prior to the happening of the DAMAGE
    - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless specifically excluded) of that portion of the property destroyed or damaged
  - (b) the additional cost that would have been required to make good the property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with any other aforesaid Regulations or Bye-Laws not arisen
  - (c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

### Special Conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the DAMAGE or within such further time as the Insurer may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
- 2 If the liability of the Insurer under any item of the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurer under this extension (in respect of any such item) shall be reduced in like proportion.
- 3 The total amount recoverable under any item of the policy shall not exceed its sum insured.
- 4 All the terms and conditions of the policy except in so far as they are varied hereby shall apply as if they had been incorporated herein.

## PROTECTIONS

- 21 The Company shall not be liable under Contingency M for any loss or damage arising whilst the Premises are left without a responsible adult therein unless all security devices provided to protect the premises existing at the inception of the insurance under this Contingency including any Additional Protections as indicated in the Schedule are in full and effective operation.

If an intruder alarm system forms part of any Additional Protections as indicated in the Schedule, the Insured must ensure that

- (a) the intruder alarm is regularly and efficiently maintained under a maintenance contract with the relevant alarm company
- (b) unless otherwise agreed by the Company the alarm is registered with a central monitoring station and eligible for Garda Síochána response

- (c) the intruder alarm is brought into full and effective operation whenever the Premises are closed for business
- (d) the relevant alarm company is immediately advised of any apparent defect in the intruder alarm
- (e) agreement of the Company is obtained before replacing extending or otherwise altering the intruder alarm
- (f) whenever the Premises are left without a responsible adult therein the details of any codes used for the operation of the intruder alarm and all keys to the intruder alarm shall be either removed from the Premises or placed within a locked safe or strongroom the keys to which are themselves removed from the Premises

## RE-ERECTION OF PLANT AND MACHINERY

- 22 The insurance by items covering Machinery and Plant includes the cost of re-erecting fitting and fixing machinery and plant consequent upon destruction or damage by any of the contingencies hereby insured against.

## REINSTATEMENT MEMORANDUM

- 23 Subject to the following special conditions the basis upon which the amount payable in respect of property insured by items under Buildings and Contents is to be calculated shall be the reinstatement of the property lost destroyed or damaged.

For this purpose "reinstatement" means

- (a) the rebuilding or replacement of property lost or destroyed provided the liability of the Insurer is not increased may be carried out
  - (i) in any manner suitable to the requirements of the Insured
  - (ii) upon another site
- (b) in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

### Special Conditions

- 1 The liability of the Insurer for the repair or restoration of property lost destroyed or damaged in part only shall not exceed the amount which would have been payable had such property been wholly destroyed.
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this memorandum exceeds its sum insured at the commencement of any DAMAGE the liability of the Insurer shall not exceed that proportion of the amount of the DAMAGE which the said sum insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time.
- 3 No payment beyond the amount which would have been payable in the absence of this memorandum shall be made
  - (a) unless reinstatement commences and proceeds without unreasonable delay
  - (b) until the cost of reinstatement shall have been actually incurred
  - (c) if the property insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement.
- 4 All the terms and conditions of the policy shall apply
  - (a) in respect of any claim payable under the provisions of this memorandum except in so far as they are varied hereby
  - (b) where claims are payable as if this memorandum had not been incorporated.

## REINSTATEMENT OF THE AMOUNT OF ANY LOSS

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

## REMOVAL OF DEBRIS

- 25 It is understood that the insurance of this Section extends to include costs and expenses necessarily incurred by the Insured with the consent of the Company in -

- (a) Removing debris
- (b) Dismantling and/or Demolishing
- (c) Shoring-up or propping

of the portion or portions of the property insured by the said items destroyed or damaged by fire or by any other contingency hereby insured against.

The liability of the Company under this clause and the Section in respect of any item shall

- 1 in no case exceed the sum insured thereby

The Company will not pay for any costs or expenses

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

## RENT

- 26 Any insurance on rent applies only if the said buildings or any part thereof are unfit for occupation in consequence of their destruction or damage and then the amount payable shall not exceed such proportion of the sum insured on rent as the period necessary for reinstatement bears to the term of rent insured.

## GENERAL CONDITIONS

- 27 It is a condition precedent to liability under this Section that
- 1 all oily and/or greasy waste and used cleaning cloths which remain in the buildings overnight must be kept in metal receptacles with metal lids and removed from the buildings at least once a week.
  - 2 all combustible trade waste and refuse must be swept up daily and kept in bags or bins and removed from the buildings at least once a week.
  - 3
    - (a) all frying and cooking equipment including flues and exhaust ducting shall be securely fixed and free from contact with combustible materials,
    - (b) all flues, exhaust ducting, grease traps and filters shall be cleaned at least once a month.
  - 4
    - (a) in the described building(s) there be no storage for sale or otherwise of material oil and/or mineral spirit giving off an inflammable vapour of less than 150 Degrees Centigrade other than in closed containers not exceeding 25 litres each or in the aggregate 100 litres
    - (b) in the described buildings there are no oil fired space heaters other than those specifically mentioned in the Schedule

## SPONTANEOUS COMBUSTION

- 28 Notwithstanding anything contained to the contrary in the contingencies insured under this Section the insurance by this Section extends to cover destruction or damage by fire only of or to coal coke and wood caused by its own spontaneous fermentation heating or combustion.

## SUBROGATION WAIVER

- 29 In the event of a claim arising under this Section the Company agrees to waive any rights remedies or relief to which they may become entitled by subrogation rights against
- (a) Any company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to the Insured as defined in Section 7 of the Companies Act 2014
  - (b) Any company which is a Subsidiary of a Parent Company of which the Insured are themselves a subsidiary in each case within the meaning of Section 7 of the Companies Act 2014.

## TEMPORARY REMOVAL CLAUSE

- 30 The property insured under items on Buildings, Machinery, All Other Contents, Plant or portable hand tools is also covered whilst temporarily removed from the Premises to anywhere in Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man for the purpose of the Business.

## TEMPORARY REMOVAL (COMPUTER SYSTEMS RECORDS)

- 31 The insurance of computer systems records extends to cover such property for an amount not exceeding 10% of the limit of liability thereon whilst temporarily removed to any premises not in the Insured's occupation and in transit all in the Republic of Ireland Great Britain and Northern Ireland. This extension does not apply to property in so far as it is otherwise insured.

## WORKMEN

- 32 Workmen are allowed on the within mentioned premises for the purpose of making minor structural and other alterations from time to time without prejudice to this insurance.

## VEHICLES IN THE OPEN PARTS AND ACCESSORIES

- 33 Where Contingency M is applicable, cover extends to include stealing of vehicles or customers vehicles in the Insured's custody or control whilst such vehicle is stored in the Insured's Compound or on the Insured's Forecourt provided that the Company will not be responsible for:
- (a) Stealing of vehicles or customers vehicles, either during or outside business hours, unless all such vehicles are locked and all keys/cards have been removed from the vehicles and secured in a locked and suitable cabinet within the Insured's premises or are kept on the actual person of the Insured or if the Insured is a body corporate, kept on the actual person of a servant, agent or employee of the Insured.

- (b) Stealing of parts spare parts or accessories belonging to vehicles during business hours unless all such vehicles are locked and all keys/cards have been removed from the vehicles and secured in a locked and suitable cabinet within the Insured's premises or are kept on the actual person of the Insured or if the Insured is a body corporate, kept on the actual person of a servant, agent or employee of the Insured.
- (c) Stealing of
  - (i) parts spare parts or accessories belonging to vehicles while not attached (as per the manufacturer's guidelines) to the vehicle or
  - (ii) catalytic converters, alloy wheels or tyres while attached or detached from vehicle outside business hours unless stolen with the vehicle to which they belong
- (d) The first €1,270 of each and every loss or 20% of each and every loss whichever is the greater in respect of damage to vehicles outside business hours following attempted stealing of vehicles parts spare parts or accessories belonging to vehicles.
- (e) DAMAGE which results from the collusion or connivance of the Insured or any employee.

## EXHIBITION COVER

- 34 This Section extends to cover Vehicles away from the Premises whilst at any exhibition within the Territorial Limits the Company will not be responsible for:
- (a) the first €1,270 of each and every loss or
  - (b) 20% of each and every loss
- whichever is the greater.

## SEASONAL INCREASE

- 35 For the period 1 December to 28 February and 1 June to 31 August inclusive each year the Sum Insured for Item 3 and 4 is automatically increased by 30%.

## PROPERTY OTHERWISE SPECIFIED OR INSURED

- 36 Each item excludes property which is more specifically described in any other item and each item (other than Customers Vehicles or the contents of Customers Vehicles in your custody or control) excludes property more specifically insured.

## STOCK IN TRANSIT

- 37 The property insured under item 3 on Stock and Materials in trade is also held covered whilst in transit by road, rail, air and sea including loading and unloading anywhere in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man provided the Company's liability for any one loss shall not exceed €7,500.

## UNDERGROUND SERVICES

- 38 Where the building is insured by this Section or the Policyholder is liable as tenant, DAMAGE to the underground water, drain, sewage and gas pipes and underground electricity and telephone cables extending from the Premises to the public mains is covered.

## HIRE AGREEMENT

- 39 In consequence of certain property insured under this Section being the subject of Hire Agreements it is understood and agreed that the interest of the Owners is deemed to be included in the protection afforded by this insurance, it being understood that the Insured shall declare the name of any other interested party in the event of loss.

## LOSS OF USE

- 40 It is understood that the Insurance of this Section extends to include costs and expenses incurred by a customer of the Insured with the consent of the Company where the Insured's customer is deprived of the use of their vehicle following DAMAGE at the Premises described in the Specification by DEFINED CONTINGENCY whilst their vehicle was in the Insured's custody or control for the purposes of repair, testing, servicing, maintenance, alteration, cleaning or inspection provided that the Company's liability in respect of these costs and expenses shall not exceed €2,000 of each and every loss.

## INADVERTENT FAILURE TO INSURE

41 Cover in respect of Buildings is extended to include premises anywhere in the Republic of Ireland for which the insured has an obligation to insure (whether owned by them or leased to them) which has inadvertently been left uninsured

- 1 €3,000,000 at any one situation in respect of any newly erected and/or newly acquired Buildings occupied solely as an Office  
€1,000,000 at any one situation in respect of any other newly erected and/or newly acquired Buildings occupied other than as above
- 2 alterations, additions and improvements to a Building but not in respect of appreciation in value for an amount up to 100% of the Sum Insured or €1,000,000 whichever is the lower at any one situation

The Insured will advise Aviva in writing immediately they become aware of an omission to insure and will pay the appropriate premium due from the date upon which the Insurance becomes the responsibility of the Insured.

The Insured will carry out at not less than 12 month intervals a check of all properties owned by them or leased by them and for which they are responsible to ensure that effective insurance is in force.

## PREMISES EMERGENCY REPAIR

42 In the event of an emergency involving the Building the Company agree on notification of the emergency to the Company's Claims Department to authorise emergency repair work to be carried out by a competent tradesperson thus securing the premises and preventing further damage or loss occurring

The Company will provide cover up to a limit of €260 inclusive of call out costs, labour and materials necessary for the Emergency Repair

The services to prevent further damage are as follows:

**Plumbing** If the premises piping is damaged or if there are leaks to the sanitary fittings or other fixed water installations within the Building other than those excluded by Clause I and K

**Electrical** Where the electrical supply within the Building fails as a result of a fault or damage to the internal electricity supply

**Locksmith** If the buildings are made insecure or if entry is impeded due to loss or theft of keys or damage to locks as a result of theft or other accidental cause

**Glazing** If there is a breakage of glazing to external windows or doors of the Buildings

**Roofing** If there is storm damage or any other accidental damage to the roof of the Buildings which is not excluded by clause H

Provided

- 1 The Buildings shall at all times be maintained in a good state of repair
- 2 No benefit shall be payable unless the Company has been notified and has authorised the emergency repair

The Company will not be liable for

- (a) Any work other than emergency repairs as defined
- (b) Any work undertaken not within the Building
- (c) Costs incurred without the Companies prior approval
- (d) The repair of damage caused by or arising from seepage/leakage or dampness when as a result of breakage or damage of the piping or other installations
- (e) The repair of air conditioning installations, electrical machinery or where faulty machinery has been the cause of an electrical failure
- (f) Repair to lighting such as bulbs or fluorescent tubes
- (g) The repair of damage to any alarm or telephone system
- (h) Any work to internal doors
- (i) Any work to mechanically operated shutters or automatic garage doors
- (j) Any work to external doors not directly accessing your property
- (k) Incidents brought about by an avoidable, wilful or deliberate act committed by anyone lawfully on the premises
- (l) Repair of Damage to the Building's contents
- (m) Repair of Damage to any Building not insured under this section

### Definitions

**Emergency** An unforeseen or sudden occurrence that results in damage to the Building demanding immediate action to render it safe and / or secure it against further loss or damage

**Competent Tradesperson** A business or person specialising in the trade for which the emergency repair is required and advertised as such in a telephone directory or trade representative directory

## STEALING DAMAGE TO BUILDINGS

- 43 The cover applicable under this section extends to include DAMAGE to the buildings (if these are already insured under this section) falling to be borne by the Insured consequent upon stealing or attempt thereat involving entry into or exit from the Building(s) by forcible and violent means

## TRACE AND ACCESS

- 44 In the event of DAMAGE by Contingency I (Escape of water), the insurance by this section extends to include costs necessarily and reasonably incurred in locating the source of such DAMAGE to effect repairs and the costs of making good. The limit for any one claim is €25,000.

## DISCOUNT TO EFFECT SALE

- 45 The Company will indemnify the Insured in respect of any reasonable discount from the price to effect a sale if a new insured vehicle held for sale by the Insured suffers DAMAGE insured by this Section to the extent that it requires notification to a prospective purchaser  
The Company's liability shall not exceed €5,000 for any one claim and €10,000 in any one period of Insurance

## FIRE BRIGADE DAMAGE TO GARDENS AND GROUNDS

- 46 The Company will indemnify the Insured in respect of costs and expenses necessarily incurred in reinstating or repairing landscape gardens and grounds following DAMAGE caused by Fire Brigade equipment or personnel in the course of combating a fire The Company's liability in respect of these charges shall not exceed €25,000



## Section 2 - Business Interruption

This cover is applicable to the Insured's Business and Premises specified in the Schedule

In the event of the Business carried on by the Insured at the Premises being interrupted or interfered with as a consequence of DAMAGE (being physical loss or physical destruction of or physical damage used by the Insured at the Premises for the purpose of the Business) by any of the Contingencies A-M specified as being insured in Section 1 then the Company will pay to the Insured in respect of each item shown as insured in the Schedule the amount of loss resulting from such interruption or interference provided that the liability of the Company shall not exceed

(i) in respect of Increase in Cost of Working/Gross Profit/Tax Relief/Rent Receivable the sums insured by each item

(ii) 133 1/3% of the sum insured on Estimated Gross Profit

(ii) in respect of each other item its sum insured

as stated in the Schedule at the time of the DAMAGE.

### In respect of **Increase in Cost of Working**

The amount payable as indemnity in respect of Increase in Cost of Working shall be the additional expenditure necessarily and reasonably incurred during the Indemnity Period in respect of fitting up of temporary premises removal costs and expenses incidental thereto including increased rent lighting and heating charges and other similar expenses.

Inner limit of liability:

In the first 3 months of the Indemnity Period up to 50% of the Sum Insured

### In respect of **Gross Profit**

The Insurance under this Item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity shall be

#### (a) **In respect of Reduction in Turnover**

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Turnover

#### (b) **In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE

### **Underinsurance**

If the Sum Insured on Gross Profit by this Cover be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

### **Turnover**

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

### **Gross Profit**

The amount by which -

(i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed

(ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

### **Note:**

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

### **Uninsured Working Expenses**

Purchases (less discounts received) and discounts allowed.

**Note:**

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

**Rate of Gross Profit**

the rate of gross profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

**Annual Turnover -**

the Turnover during the twelve months immediately before the date of the DAMAGE

**Standard Turnover -**

the Turnover during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

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

In respect of **Tax Relief**

The Insurance under this Item is to reimburse the Insured in respect of (a) Reduction in Tax Relief and (b) Increase in Cost of Working and the amount payable as indemnity shall be

- (a) **In respect of Reduction in Tax Relief:** the amount by which the Tax Relief in the financial year or years containing the Indemnity Period falls short of the Tax Relief to which the Insured would but for the DAMAGE have been entitled in the said financial year or years
- (b) **In respect of Increase in Cost of Working:** so much of the additional expenditure described in Clause (b) of the respective Gross Profit item as exceeds the amount payable thereunder but not more than the additional amount which would have been payable under Clause (A) of this item had such expenditure not been incurred.

**Tax Relief:** The statutory relief from or reduction in the standard rate of Corporation Tax to which the Insured is entitled in the course of the Business at the premises.

In respect of **Estimated Gross Profit**

The Insurance by this Item is limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity shall be

(a) **In respect of Reduction in Turnover**

the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Turnover

(b) **In respect of Increase in Cost of Working**

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business payable out of Gross Profit which cease or reduce in consequence of the DAMAGE

**Turnover**

The money paid or payable to the Insured for goods sold and delivered and for services rendered in course of the Business at the Premises.

**Gross Profit**

The amount by which -

- (i) the sum of the amount of the Turnover and the amounts of the closing stock and work in progress shall exceed
- (ii) the sum of the amounts of the opening stock and work in progress and the amount of the Uninsured Working Expenses.

**Note:**

The amounts of the opening and closing stocks and work in progress shall be arrived at in accordance with the Insured's normal accountancy methods due provision being made for depreciation.

**Estimated Gross Profit:**

The amount declared by the Insured to the Company representing not less than the Gross Profit which it is anticipated will be earned by the Business during the financial year most nearly concurrent with the Period of Insurance (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months).

### Uninsured Working Expenses

Purchases (less discounts received) and discounts allowed.

#### Note:

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

### Rate of Gross Profit

the rate of gross profit earned on the Turnover during the financial year immediately before the date of the DAMAGE

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

### Standard Turnover

the Turnover during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

### In respect of Rent Receivable

The Insurance under this item is to reimburse the Insured in respect of (a) Loss of Rent Receivable and (b) Increase in Cost of Working and the amount payable as indemnity shall be

#### (a) In respect of loss of Rent Receivable

the amount by which the Rent Receivable during the Indemnity Period shall in consequence of the DAMAGE fall short of the Standard Rent Receivable

#### (b) In respect of Increase in Cost of Working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the DAMAGE but not exceeding the amount of the reduction in Rent Receivable thereby avoided

less any sum saved during the Indemnity Period in respect of any expenses of the Business normally payable out of Rent Receivable which cease or reduce in consequence of the DAMAGE provided that

### Underinsurance

if the Sum Insured or Rent Receivable by this Cover is less than the Annual Rent Receivable (or a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

### Rent Receivable

The money paid or payable to the Insured for accommodation and services provided in course of the business Premises.

### Annual Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE

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

### Standard Rent Receivable

The Rent Receivable during that period in the twelve months immediately before the date of the DAMAGE which corresponds with the Indemnity Period

## PROVISIONS APPLICABLE TO ALL ITEMS UNLESS OTHERWISE STATED

### Definitions

#### Contingencies

- 1 Any physical loss or physical destruction or physical damage as insured by the Material Damage Cover and which is specified under Contingencies A-M therein
- 2 Explosion of any boiler or economiser on the Premises
- 3 Any other Contingency specified and defined in Section 2 of the Schedule.

#### Indemnity Period

The period beginning with the occurrence of the DAMAGE and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the DAMAGE.

#### Maximum Indemnity Period

As stated in the Schedule.

## Premises

Any premises owned or occupied by the Insured at which property is stated to be insured in Section 1 of the Policy.

## MATERIAL DAMAGE PROVISIO

It is a condition precedent to liability under this Section that at the time of the happening of the DAMAGE there shall be in force an insurance covering the interest of the Insured in the property at the Premises against such DAMAGE and that payment shall have been made or liability admitted therefore under such insurance or would have been made or admitted but for the operation of a proviso excluding liability for losses below a specified amount.

**Note 1:** To the extent that the Insured is accountable to the tax authorities for Value Added Tax all terms in this Cover shall be exclusive of such tax

**Note 2:** For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded.

## SPECIAL CONDITIONS

### 1 Cover Avoided

This Cover shall be avoided if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless admitted by the Company in writing.

### 2 Premium Adjustment (Applicable to Items specified as insured in the Schedule)

The premium paid may be adjusted on receipt by the Company of a declaration of Gross Profit/Tax Relief/Rent Receivable earned during the financial year most nearly concurrent with the Period of Insurance as reported by the Insured's auditors.

If any DAMAGE shall have occurred giving rise to a claim for loss of Gross Profit/Tax Relief/Rent Receivable the above mentioned declaration shall be increased by the Company for the purpose of premium adjustment by the amount by which the Gross Profit/Tax Relief/Rent Receivable was reduced during the financial year solely in consequence of the DAMAGE.

If the declaration (adjusted as provided for above and proportionately increased where the Maximum Indemnity Period exceeds twelve months) is less than the Sum Insured on Gross Profit/Tax Relief/Rent Receivable for the relative Period of Insurance the Company will either

- (a) allow a pro-rata return of premium not exceeding 50% of the premium paid or
- (b) if this cover is on a 75% provisional premium basis and the declaration
  - (i) is less than 75% of the Sum Insured on Gross Profit/Tax Relief/Rent Receivable for the relative period the Company will allow a pro rata return of premium not exceeding 331/3% of the provisional premium paid
  - (ii) is greater than 75% of the Sum Insured on Gross Profit/Tax Relief/Rent Receivable for the relative period the Insured shall pay a pro rata additional premium not exceeding 331/3% of the provisional premium paid to the Company.

In the event that no declaration is received within six months of the expiry of such Period of Insurance the balance of 25% shall be paid.

### 3 Renewal Clause

The Insured shall prior to each renewal furnish the Company with the Estimated Income/Estimated Gross Profit for the financial year most nearly concurrent with the ensuing year of insurance.

### 4 Deliberate Act by Supply Undertaking Exclusion

The Company will not indemnify the Insured in respect of DAMAGE caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

However, the Company will indemnify the Insured in respect of

- (a) such DAMAGE which itself results from a cause not otherwise excluded
- (b) subsequent DAMAGE which is not otherwise excluded.

**EXTENSIONS** – The following Extensions shall apply to this Section unless specifically amended in the Schedule or otherwise stated in this Section, the liability under each shall be limited to €30,000 in respect of any one occurrence.

Note that these extensions are not applicable when basis of cover is Increase in Cost of working.

DAMAGE as insured by this Cover includes

### 1 Suppliers Customers and Property Stored

- (a) the premises of any of the Insured's suppliers manufacturers or processors of components goods or materials but excluding the premises of any public supply undertaking from which the Insured obtains electricity gas water or telecommunications services

- (b) the premises of any of the Insured's customers with whom the Insured has a contract or trading relationship to supply goods or services
- (c) premises not in the occupation of the Insured where property of the Insured is stored.

## **2 Contract Sites**

any situation not in the occupation of the Insured where the Insured is carrying out a contract.

## **3 Prevention of Access**

Loss resulting from interruption of or interference with the Business as a result of physical loss or physical destruction of or physical damage to property within one kilometre distance of the boundary of the Premises which physically prevents or restricts access to or use of the Premises.

The Company will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by the Insured, or through the Insured's misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours
- (4) any loss arising from any destruction of or damage to property of any public utility from which the Insured obtains supplies or services.

The maximum the Company will pay in the aggregate any one Period of Insurance is €25,000

## **4 Public Utilities**

Property at any

- (a) generating station or sub-station of the public electricity supply undertaking
- (b) land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith
- (c) waterworks or pumping station of the public water supply undertaking
- (d) land based premises of the public telecommunications undertaking

from which the Insured obtains electricity gas water or telecommunications services.

## **5 Transit**

Property of the insured whilst in transit by road rail or inland waterway but excluding Impact cover in respect of the conveying vehicle.

## **6 Loss of Attraction**

Loss resulting from interruption of or interference with the Business as a result of physical loss or physical destruction of or physical damage to property or premises within one kilometre distance of the boundary of the Premises causing a diminution of attraction to the Premises which directly results in a reduction of the Turnover, Income or Rent Receivable of the Business.

The provisions of any Automatic Reinstatement Clause do not apply to this Clause

The Company will not provide cover for

- (1) any action taken in controlling, preventing or suppressing the spread of any disease
- (2) any danger or disturbance caused wholly or partly by the Insured, or through the Insured's misconduct, connivance, neglect or omission
- (3) any interruption or interference lasting less than 72 consecutive hours
- (4) any loss arising from any destruction of or damage to property of any public utility from which the Insured obtains supplies or services

The maximum the Company will pay in the aggregate any one Period of Insurance is €25,000.

## **CLAUSES**

### **1 Professional Accountants**

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under Claims Condition 1 of this Policy for the purpose of investigating or verifying any claim under this Cover may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates

The Company will pay to the Insured the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details provided that the sum of the amount payable under this clause and the amount otherwise payable under this Cover shall in no case exceed the Limit of Liability.

## **2 Payments on Account**

Payments on account may be made to the Insured during the Indemnity Period if required at the Company's discretion.

## **3 Accumulated Stocks**

In adjusting any loss account shall be taken and an equitable allowance made if any shortfall in turnover due to the DAMAGE is postponed by reason of the turnover being temporarily maintained from accumulated stocks of finished goods in warehouses or depots.

## **4 Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the Income/Turnover/Tax Relief during the Indemnity Period.

## **5 Uninsured Standing Charges Clause**

If any standing charges of the business be not insured by this policy (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the Uninsured Standing Charges.

## **6 Departmental Clause**

If the business be conducted in departments the independent trading results of which are ascertainable the provisions of Clauses (a) and (b) of the item on Gross Profit shall apply separately to each department affected by the DAMAGE except that if the sum insured by the item on Gross Profit be less than the aggregate of the sums produced by applying the Rate of Gross Profit for each department of the business (whether affected by the DAMAGE or not) to its relative Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable under the said item shall be proportionately reduced.

## **7 Automatic Reinstatement**

The liability of the Company will not be reduced by the amount of any loss provided that the Insured pays the premium calculated from the date of loss to the date of the expiry of the Period of Insurance.

## Section 3 - Employers Liability

### Compensation Legal Costs Solicitors' Fees

The Company will indemnify the Insured against

- (a) all sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of any occurrence to which this Section applies as stated in the Specification and in connection with the Business
- (b) all costs and expenses of litigation incurred with the written consent of the Company in respect of a claim against the Insured to which the indemnity expressed in this Section applies
- (c) the payment of the solicitor's fee incurred with the written consent of the Company for representation of the Insured at proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident or ministry inquiry in respect of any such occurrence
- (d) legal costs and other expenses incurred with the written consent of the Company and costs of the prosecution awarded against the Insured arising out of any prosecution of the Insured for a breach or alleged breach during the Period of Indemnity of the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland but the Company shall not be liable for any fines or penalties imposed.

### Territorial Limits

This Section shall apply to occurrences anywhere in the World but not

- (a) in connection with any business conducted by the Insured from premises outside the Section Territories
- (b) liability in respect of death bodily injury illness or disease of any person under a contract of service or apprenticeship with the Insured and engaged by the Insured outside the Section Territories for the purpose of work by such person outside the Section Territories.

The Section Territories shall mean the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man.

## INTERPRETATION

### Additional persons insured

- 1 The Insured shall include
  - (a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
  - (b) if the Insured specified in the Schedule so requests
    - (i) any director or partner of the Insured
    - (ii) any person employed by the Insured under a contract of service or apprenticeship
    - (iii) any officer member or employee of the Insured's social sports or welfare organisations or first aid fire or ambulance services in his respective capacity as such
  - (c) for the purposes of this Section if the Insured specified in the Schedule so requests any Principal with whom the Insured has entered into an agreement for or including the performance of work within the Section Territories as far as is necessary to meet the requirements of such agreement but only in respect of death bodily injury shock illness disease loss or damage arising out of the performance of such work by the Insured
  - (d) for the purposes of Special Clause C the spouse of any person specified in 1b above.

### Contract of Service or Apprenticeship

- 2 For all purposes of this Section
  - (a) labour masters and persons supplied by them
  - (b) persons employed by labour only subcontractors
  - (c) self employed persons
  - (d) drivers and/or operators of plant hired to the Insured
  - (e) persons gaining work experience
  - (f) any other person hired or borrowed by the Insuredworking for the Insured in connection with the Business shall be deemed to be employed by the Insured under a contract of service or apprenticeship.

## **Sports and Welfare Activities and Maintenance of Insured's Premises and Private Work**

- 3 The business shall include
- (a) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees first aid fire and ambulance services and maintenance of the Insured's premises
  - (b) private work carried out by any servant of the Insured for a director partner or employee of the Insured with the prior consent of the Insured specified in the Schedule.

## **Cross Liabilities**

- 4 If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate policy had been issued to each but the total liability of the Company shall not exceed the Amount of Indemnity.

## **Effective Dates of Endorsements**

- 5 Any endorsement to this Section shall apply to occurrences caused on or after the Effective Date of such endorsement

## **THE SPECIFICATION**

(Applicable as stated in the Schedule)

### **Employer's Liability**

Death bodily injury shock illness or disease caused during the Period of Indemnity to any person under a contract of service or apprenticeship with the Insured if such death bodily injury shock illness or disease arises out of and in the course of such person's employment by the Insured

Special Clauses which apply

- A Contractual Liability
- B Vehicles (Employer's Liability)
- C Court Attendance Costs
- D Unsatisfied Court Judgements
- E Race or Race Practising
- F Asbestos Exclusion
- G Offshore
- H Forklift Trucks
- I Vehicle Recovery Trucks

## **The Amount of Indemnity**

### **Any One Event**

The liability of the Company for all compensation payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Event. The Amount of Indemnity is inclusive of all payments under "Compensation Legal Costs Solicitors' Fees".

## **THE SPECIAL CLAUSES**

**(Applicable as stated in the Specification)**

### **Contractual Liability**

- A As far as concerns liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement this Section shall apply only if the conduct and control of claims is vested in the Company but shall not apply to liability in respect of
- (i) liquidated damages or under any penalty clause
  - (ii) any contract for or including the performance of work outside the Section Territories
  - (iii) any tenancy agreement

### **Vehicles (Employer's Liability)**

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



#### **Court Attendance Costs**

- C In the event of any person as defined hereunder attending court as a witness at the request of the Company in connection with an occurrence in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured provided the maximum compensation payable by the Company shall not exceed
- (a) by the Insured €600 per day
  - (b) by any partner or director of the Insured €600 per day
  - (a) by any other Employee €300 per day.

#### **Unsatisfied Court Judgements**

- D The Company will at the request of the Insured as specified in the Schedule pay to any person employed by the Insured under a contract of service or apprenticeship (or in the event of the death of such person his personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within the Republic of Ireland against any company registered therein or any individual domiciled in the Republic of Ireland, to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of such judgement

Provided that

- (a) such death bodily injury shock illness or disease arises out of and in the course of such persons employment by the Insured
- (b) In respect of such judgement
  - (i) there is no appeal outstanding
  - (ii) if any payment is made by virtue of the indemnity provided by this Special Clause the person to whom such payment is made shall assign the judgement to the Company

#### **Race or Race Practising**

- E This Section shall not indemnify the Insured in respect of any claim arising in connection with motor racing or motor race practicing

#### **Asbestos Exclusion**

- F This Section shall not apply to liability directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause which may have contributed concurrently or in any other sequence

So far as concerns loss of or damage to property only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded

#### **Offshore**

- G This Section shall not apply to liability in respect of work in or on or travel to from or within or anything supplied installed erected repaired altered or treated to any offshore
- (a) accommodation exploration drilling or production rig or platform
  - (b) support vessel

#### **Forklift Trucks**

- H This Section shall not apply to liability arising out of the use of forklift trucks for the
- (a) carrying of any person as a passenger
  - (b) lifting of an engine to put into or take out of a vehicle

#### **Vehicle Recovery Trucks**

- I This Section shall not apply to liability arising out of the use of winches and hoists fitted to recovery trucks unless
- (a) the manufacturer's recommended inspection routines including completion of daily and routine inspection lists to ensure equipment is fit for purpose are complied with
  - (b) such inspections are carried out by a competent person
  - (c) a record of such inspections is kept for at least two years
  - (d) any defect identified is recorded and repaired before use

- (e) employees using recovery vehicles are trained in
    - (i) the operation of winches and hoists
    - (ii) securing loads on recovery vehicles
- and a record of this training is kept

## SPECIAL CONDITIONS

### Adjustment

- 1 If the premium for this Section has been calculated on any estimates given by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Company to inspect such record and following the expiry of each Period of Indemnity shall supply to the Company a correct statement or if requested by the Company figures certified by the Insured's auditors so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be.

Should the Insured fail to supply a statement within one month after the expiry date shown in the schedule the Company shall be entitled if it so wishes to charge an additional premium in respect of that Period of Indemnity

### Suspension of Cover

- 2 The Company may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Company may give written notice to the Insured when all liability of the Company arising from such defect or danger shall be suspended

### Avoidance and Recovery

- 3 The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in any of the Section Territories. But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

## ENDORSEMENTS

### GUARD DOG

- 1 This Section shall not apply in respect of liability arising out of the use of guard dogs unless
  - (i) they are on a leash and under the control of a handler while being used except whilst secured so that they are not at liberty to go freely about the premises
  - (ii) a warning that a guard dog is present must be clearly exhibited at each entrance to the premises
  - (iii) they are securely muzzled while in a public place as required by the Control of Dogs Regulations or amendments thereto and all other regulations made under the Control of Dogs acts or amendments thereto

### WELDING OR CUTTING EQUIPMENT

- 2 This Section shall not apply to liability arising out of the use of welding or cutting equipment unless any person using such equipment has been supplied with protective clothing and welding goggles and the Insured ensures such protective equipment is worn by employees at all times when so engaged

# Section 4 - Road Risks Public and Products Liability

## A – ROAD RISKS

### DEFINITIONS

#### Insured Vehicle

- 1 (a) any vehicle identified by description or by Registration Mark in Paragraph 5–Vehicles or Classes of vehicles, the use of which is covered– in the Certificate of Insurance  
in connection with the Business
- (b) Personally owned vehicles of Partners/Directors/Spouses as declared to the Company and shown on the Schedule the use of which is covered – in the Certificate of Insurance.

#### Certificate of Insurance

- 2 “the Certificate of Insurance” shall mean only the Certificate of Insurance bearing the number of this Policy as the Certificate Number and which having been issued remains effective

#### Business Hours

- 3 “Business Hours” shall mean the Insured’s usual office hours and the working hours (including overtime) during which the Insured, his principals or Employees are on the Premises for the purpose of the Business.

#### Private Type Motor Car

- 4 Any vehicle constructed primarily for the carriage of passengers and taxable for private use only.

### PART I OF ROAD RISKS - LOSS OF OR DAMAGE TO THE VEHICLE

The Company will pay for

- (i) Loss of or damage to any Insured Vehicle including the accessories and spare parts or components whilst on the Insured Vehicle
- (ii) Following loss or damage insured under 1 above the reasonable cost of (a) protection and removal to the nearest repairers (b) delivery to the Premises after repair. The Insured may have reasonable repairs to any Insured Vehicle commenced without prior notice provided the Company is immediately supplied with a detailed estimate.

Payment may be made at the Company’s option either for the cost of repair reinstatement or replacement or by cash for the amount of the loss or damage agreed between the Company and the Policyholder but not in any event exceeding the reasonable purchase cost to the Policyholder at the time of loss or damage.

#### Exceptions to Part I of Road Risks

The Company will not pay for

- (i) loss of use
- (ii) depreciation, wear and tear, mechanical or electrical breakdown, failure or breakage
- (iii) damage to tyres by application of brakes or by punctures, cuts or bursts
- (iv) that part of any Insured Vehicle on which the Insured or any person acting on behalf of the Insured is working and arising directly from such work
- (v) the Insured’s Retained Liability is €315
- (vi) loss of or damage to any vehicle transporter designed for the transporting of three or more vehicles or any Motor Vehicle designed for the transporting of three or more vehicles
- (vii) loss of or damage to any vehicle being conveyed
- (viii) loss damage or liability arising while the Insured Vehicle is in or on the Premises or any other Motor Trade premises owned by or in the occupation of the Insured
- (ix) loss of or damage to the Insured Vehicle where any person entitled to drive under the terms of the Certificate or any person using but not driving the vehicle
  - (a) has at the time of the accident giving rise to a claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations or
  - (b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim

- (x) loss of or damage to the Insured Vehicle caused by incorrectly fuelling the Insured Vehicle, the use of substandard or contaminated fuel, lubricants or parts
- (xi) any loss of or damage to the vehicle, which does not arise from an accidental, sudden or unforeseen cause
- (xii) loss or damage arising from confiscation or destruction by or under order of An Garda Síochána or any public authority

#### **DAMAGE TO WINDSCREEN AND WINDOWS**

A payment made in respect of a claim arising under Part 1 of Road Risks where the only damage sustained is breakage of glass in the windscreen or in the windows (or any scratching of bodywork resulting solely and directly from such breakage) shall be deemed not to be a claim for the purpose of Standard Clause C No Claims Bonus

any provision under the said Part 1 of Road Risks whereby the Policyholder is responsible for a part of any claim shall not apply to any claim referred to above.

#### **EXTENSION TO PART I OF ROAD RISKS – SUB CONTRACTORS**

Insured Vehicles whilst temporarily in the custody or control of Sub Contractors to the Insured shall be considered as being in the custody or control of the Insured.

### **PART II OF ROAD RISKS - LIABILITY TO THIRD PARTIES**

The Company will indemnify the Insured Person against all sums which the Insured Person shall become legally liable to pay for damages and claimant's costs and expenses and any other costs and expenses incurred with its written consent in respect of Bodily Injury or damage to property (payment in respect of such damage being limited to €2,600,000 in respect of any one claim or number of claims arising out of one cause) arising as a result of an accident caused by or in connection with

- (a) the Insured Vehicle
- (b) the loading or unloading of the Insured Vehicle
- (c) the bringing of a load to the Insured Vehicle for the loading thereon or the taking away of a load after unloading therefrom by
  - (i) the driver or attendant of the Insured Vehicle
  - (ii) any other person

but only in respect of an accident caused or arising in a Public Place within the meaning of any relevant road traffic legislation

#### **Private Type Motor Car Limit**

The Company's liability in respect of loss or damage to material property and claimants' cost and expenses and any other cost and expenses incurred in respect of damage to property as a result of an accident caused by or in connection with Private Type Motor Cars shall be limited to €30,000,000 and not as stated in the preceding paragraph.

#### **Legal Representation**

In addition the Company will pay

- 1) The Solicitor's fee for
  - (i) representation of the Insured at any coroner's inquest or fatal accident enquiry and/or
  - (ii) defending the Insured in any Court of Summary Jurisdiction any proceedings relating to any event which may be the subject of payment under this Section
- 2) At the request of the Insured legal defence costs up to €1,300 for Manslaughter proceedings or Dangerous Driving Charges under sub-section (2) (a) of Section 53 of the Road Traffic Act 1961 where such proceedings or charges relate to any event which may be the subject of payment under this section.

#### **Insured Person**

For the purpose of this Section of the Policy "Insured Person" shall mean any one or more of the following on whose behalf payment is claimed and/or the legal personal representatives of any of them

- 1 The Insured as stated in the Schedule
- 2 Any person entitled to drive by the terms of the Certificate(s)
- 3 Any partner or director of the Insured who is driving the Insured Vehicle with the Insured's consent

- 4 Any Employee who is driving the Insured Vehicle with the Insured's consent
- 5 The employer or partner of any person whose business use is permitted by the terms of the Certificate(s)
- 6 Any person using (but not driving) the Insured Vehicle with the permission of the Policyholder for social, domestic and pleasure purposes provided that such use is permitted by the terms of the Certificate(s)
- 7 At the request of the Insured the owner of the Insured Vehicle
- 8 The spouse or partner of the Insured or of any partner or director of the Insured who is using or driving any Insured Vehicle with the permission of the Insured
- 9 Any person who with the permission of the Insured is driving any Insured Vehicle for the purposes of demonstration or tuition or official test or the employer or instructor of such person provided that such person is accompanied by the Insured or a partner or director of the Insured or an Employee of the Insured or an official examiner
- 10 The Insured, any partner or director of the Insured who is driving for social, domestic or pleasure purpose any vehicle other than an Insured vehicle provided that the vehicle is not owned by or hired under a hire purchase agreement to such person  
provided that
  - (i) any person indemnified shall observe fulfil and be subject to the terms exceptions and conditions of this Section and the Policy in so far as they can apply
  - (ii) indemnity is not provided under any other policy
  - (iii) the Limit of Indemnity shall not be exceeded as a result of indemnifying more than one person

#### **Emergency treatment**

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of any Vehicle for which cover is provided under this policy where statutory liability for such treatment arises

A payment by reason of this Section shall not be regarded as a claim under this policy for the purpose of No Claims Bonus.

#### **Exceptions to Part II of Road Risks**

Except so far as is necessary to meet the requirements of any road traffic legislation the Company shall not be liable in respect of

- 1 loss damage or liability arising in or on the Premises or any other Motor Trade premises owned by or in the occupation of the Insured.
- 2 loss of or damage to
  - (a) material property belonging to or held in trust by or in the custody or control of the Insured as stated in the Schedule or the Insured Person.
  - (b) the Insured Vehicle
  - (c) property being conveyed by the Insured Vehicle
- 3 death or bodily injury to any person being conveyed by any vehicle connected by any means whatsoever to an Insured Vehicle which is the subject of insurance under this Section
- 4 death or bodily injury to any person being conveyed by any motor cycle which is the subject of insurance under this Section other than where such liability is required to be insured under the Road Traffic Act(s)
- 5 death of or bodily injury to any person under a Contract of Service or Apprenticeship with the Insured if such death or bodily injury arises out of and in the course of the employment of such person by the person claiming to be indemnified other than where such liability is required to be insured under the Road Traffic Act(s)
- 6 any claim if the Insured Person (other than the Policyholder) is entitled to claim payment or indemnity under any other policy

#### **PART III OF ROAD RISKS - TOWAGE**

This Policy shall be operative whilst any vehicle in connection with which insurance is granted under this Policy is being used for the purpose of towing a trailer or any one disabled mechanically-propelled vehicle and the Company will indemnify the Insured in terms of Part II of this Policy in respect of liability in connection with the towed vehicle

Provided always that

- (a) the towing vehicle is not an articulated vehicle consisting of a power unit and one partially superimposed trailer
- (b) such trailer is not at that time used for the conveyance of passenger(s)
- (c) the Company shall not be liable in respect of claims arising out of loss of or damage to any trailer or disabled mechanically-propelled vehicle or goods being conveyed by such trailer or disabled mechanically-propelled vehicle.

## GENERAL EXCEPTIONS

### Applicable to Road Risks

The Company will not pay for

- 1 Loss damage death or bodily injury caused or sustained while any Insured Vehicle is
  - (a) in on or about any premises owned by or in the occupation of the Insured in connection with the Business
  - (b) being driven or used other than in accordance with the terms of the Certificate of Insurance
  - (c) engaged in racing, competitions, trails, rallies (other than road safety rallies or treasure hunts) or speed testing
  - (d) being used for the conveyance of passengers for hire or reward but this shall not apply to use
    - (i) for tuition purposes
    - (ii) of Recovery Vehicles in the circumstances allowed under the Recovery Vehicle Taxation Class
  - (e) being driven by or is for the purpose of being driven by in the charge of any person other than
    - (i) the Insured
    - (ii) any person defined in INSURED PERSON
    - (iii) any sub-contractor of the Insured or any employee of such sub-contractor
  - (f) being driven
    - (i) by the Insured unless he holds a licence to drive such vehicle or has held and is not disqualified from holding such a licence
    - (ii) with the consent of
      - (a) the Insured or any sub-contractor of the Insured
      - (b) any person defined in Indemnity to Other Personsby any person who to their knowledge does not hold a licence to drive the Vehicle unless they have held and are not disqualified from holding such a licence  
except in circumstances where a licence is not required by law.
- 2 loss damage death or bodily injury arising outside the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man
- 3 liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement unless the conduct and control of claims is vested in the Company but the Company shall not in any event provide indemnity in respect of liquidated damages or under any penalty clause
- 4 liability (except as required by the Road Traffic Acts) incurred by the Insured Person arising out of the operation as a tool of the Insured Vehicle or of plant forming part of the Insured Vehicle attached thereto
- 5 bodily injury to any person arising out of and in the course of such person's employment by the Insured
- 6 Any loss damage death or bodily injury caused or sustained which results from a deliberate act or omission of the Insured Person and which could reasonably have been expected by the Insured Person having regard to the circumstances of such act or omission
- 7 any accident, injury, loss, damage or liability which occurs where any person driving the Insured Vehicle or any person using but not driving the Insured Vehicle
  - (a) has at the time of the accident giving rise to the claim a breath blood or urine alcohol/drug level above the legal limit shown in the Road Traffic Acts and any further regulations, or
  - (b) is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugsarising from the accident or the occasion giving rise to the claim.
- 8 liability in respect of pollution or contamination other than caused by a sudden and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the Period of Insurance shall not exceed €1,300,000 in the aggregate

For the purpose of this clause "pollution or contamination" shall be deemed to mean all pollution or contamination of buildings or other structures or of water or land or the atmosphere and all loss damage death or bodily injury directly or indirectly caused by such pollution or contamination

## STANDARD CLAUSES

### Indemnity to Personal Representatives

- A In respect of liability incurred under Part II of Road Risks by any person entitled to indemnity the Company will indemnify their personal representatives in the terms and subject to the limitations which applied to such person.

### Avoidance of Certain Terms and Right of Recovery

- B Nothing in Road Risks or in any endorsement thereon shall affect the right of any person indemnified by Road Risks or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which Road Risks operates relating to the insurance of liability to third parties BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

### No Claim Bonus

- C In the event of no claim being made or arising under Road Risks during a period of insurance specified below immediately preceding the renewal of this Policy the renewal premium shall be reduced as follows

Period of Insurance	Reduction
The preceding year	10%
The preceding two consecutive years	15%
The preceding three consecutive years	20%
The preceding four consecutive years	25%
The preceding five consecutive years	30%

Should the Company consent to a transfer of interest in this policy the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.

### Unauthorised Use

- D The insurance by Road Risks shall apply whilst any Insured Vehicle is being driven or used without the knowledge or consent of an authorised official of the Insured but the Company shall not be liable to indemnify the person driving or using the vehicle.

For the purpose of this clause General Exceptions (1)(b) and (1)(e) of Road Risks shall not apply.

### Unauthorised Movement

- E Any obstructing Vehicle driven or moved by or on behalf of the Insured shall be deemed to be an Insured Vehicle.

For the purpose of this clause an obstructing Vehicle shall be regarded as being any Vehicle interfering with the loading or unloading or the legitimate passage of any Insured Vehicle.

### Compensation for Court Attendance

- F The Company will compensate the Insured in the event of the Insured or any partner or director of the Insured or any Employee attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section.

Provided the maximum compensation payable by the Company shall not exceed:

- (a) by the Insured €330 per day
- (b) by any partner or director of the Insured €330 per day
- (c) by any other Employee €200 per day

### New Vehicle Replacement

- G If there is Accidental Damage to a specified personally owned vehicle or customer's private car and at that time the car is an Insured Vehicle not older than 12 months from its registration as new, the Company will provide a new replacement of the same make and model provided:

- (i) the car was stolen and not recovered within 6 weeks of the car being stolen
- or

the agreed repair costs (excluding VAT) is more than 50% of the manufacturer's current list price including statutory taxation

- (ii) a new replacement of the same make and model is available
- (iii) we receive written consent from the Insured and all other interested parties
- (iv) we receive ownership of the salvage.

### Third Party Trailer Cover

- H The Company will indemnify the Insured within the terms of Part II of Road Risks of this Policy in respect of any Trailer the property of or in the custody or control of the Insured while such Trailer is attached to a vehicle insured by this Policy or is unattached to any vehicle.

### Unaccompanied Demonstration Cover

- I For the purposes of demonstration only indemnity will be provided for any person who with the permission of the Insured is driving any Insured Vehicle during Business Hours. Where such person is not accompanied by the Insured or a partner or director of the Insured or an Employee of the Insured the total liability of the Company under Part I of Road Risks in respect of any one accident or number of accidents arising out of one cause shall not exceed the sum of €135,000 or in the case of any Private Type Motor Car shall not exceed the sum of €100,000 and the Insured's retained liability is the first €950 of any claim.

### Unaccompanied Demonstration Cover – Agricultural Dealers

- J For the purposes of demonstration only indemnity will be provided for any customer or prospective customer of the insured who with the permission of the Insured is driving any Insured Agricultural Vehicle. Where such customer is not accompanied by the Insured or a partner or director of the Insured or an Employee of the Insured the total liability of the Company under Part I of Road Risks in respect of any one accident or number of accidents arising out of one cause shall not exceed the sum of €250,000 and the Insured's retained liability under Part I of Road Risks is the first €1,500 of any claim.

This indemnity will be provided for a maximum period of consecutive five days per vehicle per customer.

### Injury to the Insured

- K (If the Insured is a Corporate Body or Firm, Road Risks shall apply to each Director of the Corporate Body or Firm)

In the event of bodily Injury to the Insured

- (a) While in, entering or alighting from
- (i) a Private Type Motor Car
  - (ii) any train, bus, taxi, aircraft, boat, ship or hovercraft but only as a fare paying passenger
- (b) as a pedestrian involving any road vehicle train or aircraft which injury is the sole cause of the Result for which the Benefit is claimed.

The Company will pay

Result	Benefit
(a) Death	€13,000
(b) Total and permanent loss of sight in one or both eyes	€13,000
(c) Loss of one or both limbs	€13,000

### Notes

The Company will not pay for any Insured more than one of the Benefits (a), (b) or (c) in connection with the same accident.

In the event of the death of any Insured the Death Benefit will be payable to the legal personal representatives.

Notwithstanding anything contained herein to the contrary, the territorial limits under this section are worldwide.

### Exceptions

This Insurance will not apply to Bodily Injury to any Insured consequent upon:

- (a) Suicide or attempted suicide
- (b) Any person who is
- (i) Participating in racing rallies trials speed testing or motor cycling or is driving with more than the legal limit of alcohol in the blood or affected (temporarily or otherwise) by alcohol or drugs
  - (ii) Suffering from any pre-existing physical defect
- (c) Any accident where Death does not occur within three calendar months from the date of accident.
- (d) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) however caused and/or any mutant derivatives variations or treatment thereof however caused.

### Conditions

- 1 Any Insured must advise the Company in writing as soon as possible after any accident which may give rise to a claim and produce at their own expense any medical certificates and other evidence which the Company may require.



- 2 The Company has the right to request any Person Insured to undergo medical examination at their expense and shall be entitled at its own expense to have a post-mortem examination.
- 3 No assignee shall be entitled to any payment.
- 4 The receipt of any Insured or his/her personal representative to whom payment has been made by the Company will be a full and valid discharge of the Company's liability under this Section.

#### **Territorial Limits**

- L Road Risks will apply in respect of
- 1 bodily injury loss of or damage to material property occurring in (a) the Republic of Ireland and (b) Great Britain Northern Ireland or the Isle of Man or in the course of transit by sea between any ports therein including processes of loading and unloading
  - 2 the minimum indemnity required to comply with the laws relating to compulsory insurance of vehicles in any country which is a member of the European Union and any other country in respect of which the Commission of the European Union is satisfied that the arrangements have been made to meet the requirements of Article 8 (1) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 2009/103/EC).
  - 3 any Vehicle for which an International Motor Insurance Card (Green Card) has been issued and remains effective
    - (a) while it is in any country to which such Green Card applies
    - (b) in direct connection with the transit (including processes of loading and unloading) of the Vehicle between any ports in countries to which the Green Card applies provided always that such transit shall be by any recognised sea passage of not longer duration under normal conditions than 65 hours

The Company will also indemnify the Policyholder against liability incurred by him for the enforced payment of Customs Duty on the Vehicle after temporary importation thereof into any country to which the Green Card applies provided that such liability arises as the direct result of any loss of or damage to the Vehicle which loss or damage is the subject of indemnity under this Policy

#### **Endorsements**

##### **Applicable only if shown in the Schedule**

#### **1 Contingent Liability**

The Company will indemnify the Insured and no other person in the terms of Part II of Road Risks in connection with

- (a) any Vehicle being used in the course of the business provided such Vehicle is not the property of nor in the custody or control of the Insured
- (b) an Insured Vehicle whilst in the custody or control of a sub contractor to the Insured
- (c) an Insured Vehicle whilst
 

lent by the Insured to a customer or hired by the Insured to a customer whilst the customer's Vehicle is in the Insured's custody or control for repair, testing, servicing, maintenance, alteration, cleaning or inspection

provided that

  - (i) indemnity is not available under any other policy
  - (ii) the Company shall not be liable to pay any sum for causing or permitting a Vehicle to be used without an insurance complying with the Road Traffic Acts
  - (iii) General Exception (1)(e) under this Section shall not apply under paragraphs (b) and (c) above.

#### **2 Insurance Extension**

Whilst the Vehicle is being used in accordance with paragraph (c) of Endorsement No. 1-Contingent Liability-the Company will in terms of and subject to the limitations of and for the purposes of Part II of Road Risks-Liability to Third Parties treat the customer of the Insured or any person driving on the order or with the permission of the customer as though he were the Insured provided always that

- (a) the Insured was instructed to substitute or add the loaned or hired vehicle or purchased vehicle to the customer's own insurance policy and failed to do so
- (b) the customer or person is not entitled to indemnity under any other Policy
- (c) the customer or person shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply
- (d) the person driving holds a Licence to drive such vehicle or has held and is not disqualified for holding or obtaining such a Licence.

### **3 Vehicles lent or hired to customers - Damage to Vehicle and Customers' Indemnity**

This Section shall be operative whilst any Insured Vehicle is being used for the business of any customer of the Insured or for social domestic and pleasure purposes with the consent of such customer provided that the indemnity granted by

- (a) Part I of Road Risks shall apply only whilst such Vehicle has been lent or hired to such customer by the Insured whilst such customer's Vehicle is in the Insured's custody or control for the purpose of repair testing servicing maintenance alteration cleaning or inspection
- (b) Part II of Road Risks shall not apply to any Vehicle let out on hire by the Insured other than a Vehicle hired to such customer by the Insured whilst such customer's Vehicle is in the Insured's custody or control for the purpose of repair testing servicing maintenance alteration cleaning or inspection.

Whilst such Vehicle is being so used the Company will in terms of and subject to the limitations of and for the purposes of Part II of Road Risks treat such customer or any person driving on the order or with the permission of such customer as though he were the Insured provided that

- (a) such customer or person is not entitled to indemnity under any other policy
- (b) such customer or person shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply
- (c) the person driving holds a licence to drive such Vehicle or has held and is not disqualified from holding or obtaining such a licence.
- (d) a substitution has been arranged under the customers insurance.

#### **Optional no-claims discount step-back**

- 4** In the event of a single claim being made or arising under Road Risks during the period of insurance the No Claims Bonus currently applied to this Section of the policy will be reduced as follows;

30% to 20%  
25% to 15%  
20% to 10%  
15% to 0%  
10% to 0%

In the event of more than one claim being made or arising under this Section of the policy during the period of insurance any No Claims Bonus currently being applied Road Risks will automatically be reduced to 0%. This cover does not protect your premium from increasing in the event of a claim(s).

## B – PUBLIC AND PRODUCTS LIABILITY

### Compensation Legal Costs Solicitors' Fees

The Company will indemnify the Insured against

- (a) all sums which the Insured shall become legally liable to pay for compensation and claimants' costs and expenses in respect of any occurrence to which this Section applies as stated in the Specification and in connection with the Business
- (b) all costs and expenses of litigation incurred with the written consent of the Company in respect of a claim against the Insured to which the indemnity expressed in this Section applies
- (c) the payment of the solicitor's fee incurred with the written consent of the Company for representation of the Insured at proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in any occurrence which may be the subject of indemnity under this Section or at any coroner's inquest or fatal accident or ministry inquiry in respect of any such occurrence
- (d) legal costs and other expenses incurred with the written consent of the Company and costs of the prosecution awarded against the Insured arising out of any prosecution of the Insured for a breach or alleged breach during the Period of Indemnity of the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland but the Company shall not be liable for any fines or penalties imposed.

### Territorial Limits

This Section shall apply to occurrences anywhere in the World but not in connection with any business conducted by the Insured from premises outside the Section Territories

The Section Territories shall mean the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man

## INTERPRETATION

### Additional persons insured

- 1 The Insured shall include
  - (a) in the event of the death of the Insured any personal representative of the Insured in respect of liability incurred by the Insured
  - (b) if the Insured specified in the Schedule so requests
    - (i) any director or partner of the Insured
    - (ii) any person employed by the Insured under a contract of service or apprenticeship
    - (iii) any officer member or employee of the Insured's social sports or welfare organisations or first aid fire or ambulance services in his respective capacity as such
  - (c) for the purposes of Occurrence 1 if the Insured specified in the Schedule so requests any Principal with whom the Insured has entered into an agreement for or including the performance of work within the Section Territories as far as is necessary to meet the requirements of such agreement but only in respect of death bodily injury shock illness disease loss or damage arising out of the performance of such work by the Insured
  - (d) for the purposes of Special Clause C the spouse of any person specified in 1b above

### Contract of Service or Apprenticeship

- 2 For all purposes of this Section
  - (a) labour masters and persons supplied by them
  - (b) persons employed by labour only subcontractors
  - (c) self employed persons
  - (d) drivers and/or operators of plant hired to the Insured
  - (e) persons gaining work experience
  - (f) any other person hired or borrowed by the Insuredworking for the Insured in connection with the Business shall be deemed to be employed by the Insured under a contract of service or apprenticeship

### Sports and Welfare Activities and Maintenance of Insured's Premises and Private Work

- 3 The business shall include
  - (a) the provision and management of canteen social sports and welfare organisations for the benefit of the Insured's employees first aid fire and ambulance services and maintenance of the Insured's premises
  - (b) private work carried out by any servant of the Insured for a director partner or employee of the Insured with the prior consent of the Insured specified in the Schedule

### Cross Liabilities

- 4 If there is more than one Insured specified in the Schedule this Section shall apply separately to each one as if a separate policy had been issued to each but the total liability of the Company shall not exceed the Amount of Indemnity

### Effective Dates of Endorsements

- 5 So far as concerns Occurrence 1 and Occurrence 2 any endorsement to the Section shall apply to occurrences happening on or after the Effective Date of such endorsement

## THE SPECIFICATION

### Occurrences

(Applicable as stated in the Schedule)

#### 1 Public Liability

- (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of such person's employment by the Insured under a contract of service or apprenticeship
- (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured
- (c) Loss arising from obstruction trespass nuisance or interference with any easement of air light water or way happening during the Period of Indemnity but excluding occurrences as described in Occurrence 2 hereunder.

Special Clauses which apply

- A Buildings Temporarily Occupied
- B Employees' and Visitors' Personal Effects
- C Personal Liability - Home and Abroad
- D Deliberate Acts
- E Contractual Liability (Public Liability only)
- G Loss of or Damage to Goods
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J Pollution
- M Wrongful Arrest
- N Loss of or Damage to Customers' Vehicles
- O Loss of or Damage to Own Vehicles
- P Servicing Indemnity
- S Sub Contractors Condition
- T Asbestos Exclusion
- V Tyre Fitting
- W Offshore
- X Forklift Trucks
- Y Vehicle Recovery Trucks

## 2 Products Liability

- 2 (a) Death bodily injury shock illness or disease of any person except that arising out of and in the course of such persons employment by the Insured under a contract of service or apprenticeship.
- 2 (b) Loss of or physical damage to physical property not belonging to the Insured or in the charge or under the control of the Insured or any servant of the Insured

occurring during the Period of Indemnity and caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured and happening elsewhere than at the Insured's premises

Special Clauses which apply

- D Deliberate Acts
- F Contractual Liability (Products Liability only)
- G Loss of or Damage to Goods
- H Vehicles (Public and Products Liability)
- I Vessels and Craft
- J Pollution
- K Goods supplied to North America
- L Aircraft and Nuclear Products
- Q Sale of Goods
- R Filling Stations
- S Sub Contractors Condition
- T Asbestos Exclusion
- U Second Hand Parts
- V Tyre Fitting
- W Offshore
- X Forklift Trucks
- Y Vehicle Recovery Trucks

## The Amount of Indemnity

### Any one event

The liability of the Company for all compensation payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the sum stated in the Schedule as the Amount of Indemnity for any one Event

### Any One Period

The liability of the Company for all compensation payable in respect of all occurrences happening during any one Period of Indemnity shall not exceed the sum stated in the Specification as the Amount of Indemnity for any one Period of Indemnity

## THE SPECIAL CLAUSES

(Applicable as stated in the Specification).

### Buildings Temporarily Occupied

- A Where buildings are temporarily occupied by the Insured for the purposes of carrying out work in connection with the Business the Company will provide indemnity against legal liability in respect of accidental loss of or Damage to such buildings or their contents occurring during the Insured's occupancy

Provided that such buildings are not owned leased hired or rented by the Insured or any person employed by the Insured or any party who is carrying out work on behalf of the Insured

### Employees' and Visitors' Personal Effects

- B The exclusion of property in the charge or under the control of the Insured or any servant of the Insured shall not apply to employees' or visitors' personal effects (including vehicles and their contents) but the indemnity provided by this Special Clause shall not apply to
- (i) property hired or lent to or borrowed by the Insured
  - (ii) property in the charge or under the control of the Insured or any servant of the Insured for work thereon or service thereof
  - (iii) liability assumed by the Insured by agreement which would not have attached in the absence of such agreement

### **Personal Liability Home and Abroad**

- C This Section shall apply to the liability of any person specified in Interpretation 1b or spouse or child whilst within or outside the Policy Territories on the Business of the Insured but this Special Clause shall not apply to liability in respect of
- (i) the ownership or occupation of any land or building
  - (ii) any business carried on by such person or such person's spouse

### **Deliberate Acts**

- D This Section shall not apply to liability in respect of any occurrence which results from a deliberate act or omission of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission

### **Contractual Liability (Public Liability only)**

- E As far as concerns liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement this Section shall apply only if the conduct and control of claims is vested in the Company but shall not apply to liability in respect of
- (i) liquidated damages or under any penalty clause
  - (ii) any contract for or including the performance of work outside the Policy Territories
  - (iii) any tenancy agreement

### **Contractual Liability (Products Liability only)**

- F This Section shall not apply to liability assumed by the Insured by agreement in respect of death bodily injury shock illness disease loss or damage caused by any commodity article or thing supplied installed erected repaired altered or treated by the Insured unless such liability would have attached in the absence of such agreement

### **Loss of or Damage to Goods**

- G This Section shall not apply to liability in respect of recalling removing repairing replacing reinstating or the cost of or reduction in value of goods manufactured sold supplied installed repaired serviced tested maintained altered cleaned or inspected by the Insured if such liability arises from any defect therein or the harmful nature or unsuitability thereof

### **Vehicles (Public and Products Liability)**

- H This Section shall not apply to liability in respect of
- (a)
    - (i) any vehicle for which compulsory insurance or security is required by any road traffic legislation if such vehicle is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
    - (ii) any trailer for which compulsory insurance or security is required by any road traffic legislation if such trailer is owned leased hired borrowed or used by the Insured specified in the Schedule or by the person seeking indemnity
  - (b) the loading or unloading of such vehicle or trailer
  - (c)
    - (i) the bringing of a load to such vehicle or trailer for the purpose of loading thereon
    - (ii) the taking away of a load from such vehicle or trailer after unloading therefrom
- where indemnity is provided by any motor insurance contract, including Section 4 A of this Policy if applicable, or where compulsory insurance or security is required by any road traffic legislation

### **Vessels and Craft**

- I This Section shall not apply to liability in respect of
- (a) any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel through water or air or space if such vessel or craft is owned leased hired borrowed or operated by the Insured
  - (b) the loading or unloading of such vessel or craft

### **Pollution**

- J This Section excludes all liability in respect of pollution or contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Indemnity
- All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- The liability of the Company for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the Period of Indemnity shall not exceed €2,600,000 in the aggregate
- For the purpose of this clause "pollution or contamination" shall be deemed to mean
- (i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
  - (ii) all loss or damage or death bodily injury shock illness disease directly or indirectly caused by such pollution or contamination

### **Goods Supplied to North America**

- K Unless otherwise agreed by the Company and additional premium paid this Section shall not apply to liability arising out of any commodity article or thing exported by or on behalf of the Insured to the United States of America or Canada including any commodity article or thing supplied prior to the inception of this Policy which the Insured knows or could reasonably have been expected to know would be used within the United States of America or Canada

### **Aircraft and Nuclear Products**

- L This Section shall not apply to liability arising out of any commodity article or thing supplied with the knowledge of the Insured or by or on behalf of the Insured which could affect
- (a) the navigation propulsion or safety of any aircraft or other aerial device
  - (b) the safety or operation of nuclear installations

### **Wrongful Arrest**

- M This Section shall apply to liability arising out of wrongful arrest detention imprisonment eviction or wrongful accusation of shoplifting of any person but the indemnity provided by this Special Clause shall not exceed €65,000 in any one Period of Indemnity

### **Loss of or Damage to Customers' Vehicles**

- N Notwithstanding the exclusion of loss of or physical damage to physical property in the custody or control of the Insured or any servant of the insured the Company will indemnify the Insured in respect of accidental loss of or damage to any motor vehicle (including its accessories and spare parts while thereon) which occurs during the Period of Insurance in or about the Insured's premises or at any other place at which the Insured is carrying out work

#### **Exceptions**

The Company will not be liable under this Special Clause in respect of:

- (i) loss of or Damage to any motor vehicle (including its accessories and spare parts while thereon) which is the property of the Insured or any Person Employed by the Insured or member of the Insured's family or household
- (ii) loss or Damage caused by:
  - (a) depreciation wear and tear gradual deterioration or the action of rust
  - (b) mechanical or electrical breakdowns failures or breakages
  - (c) defective workmanship or faulty materials or any consequence thereof
  - (d) riot civil commotion or any unlawful wanton or malicious act committed in Northern Ireland
  - (e) burglary housebreaking robbery or stealing or any attempt thereat
  - (f) storm tempest or flood
  - (g) frost except where motor vehicles are garaged in an enclosed building
  - (h) exposure to weather
- (iii) loss of or damage to any motor vehicle in or about the Insured's premises resulting directly or indirectly from fire or explosion
- (iv) loss or damage caused directly by the driving of any motor vehicle
  - (a) elsewhere than in or on the Insured's premises or at any other place at which the Insured is carrying out work
  - (b) in or on any public place within the meaning of the Road Traffic Acts other than in or about the premises
- (v) loss of or damage to any motor vehicle whilst in transit on land by a vehicle transporter or any other vehicle designed for the transporting or moving of vehicles including the loading and unloading of such vehicle
- (vi) the first €1,000 of each and every loss

### **Loss of or Damage to Own Vehicles**

- O Notwithstanding the exclusion of loss of or damage to physical property in the custody or control of the Insured or any servant of the Insured the Company will indemnify the Insured in respect of accidental loss of or Damage to any motor vehicle which is the property of the Insured or any person Employed by the Insured or member of the Insured's family or household which occurs during the Period of Insurance in or on the Insured's premises provided that the Company's liability for all compensation in respect of all claims under this Clause shall not exceed €175,000 in any one Period of Insurance

The Company may at its own option repair reinstate or replace such vehicle or any part thereof or its accessories or spare parts or may pay in cash the amount of the Damage

### Exceptions

The Company will not be liable under this Special Clause in respect of loss or Damage caused by

- (i) loss or use depreciation wear and tear gradual deterioration or the action of rust
- (ii) mechanical or electrical breakdowns failures or breakages
- (iii) defective workmanship or faulty materials or any consequence thereof
- (iv) riot civil commotion or any unlawful wanton or malicious act committed in Northern Ireland
- (v) burglary housebreaking robbery or stealing or any attempt thereat
- (vi) storm tempest or flood
- (vii)
  - (a) fire or explosion
  - (b) frost except where motor vehicles are garaged in an enclosed building
  - (c) exposure to weather
- (viii) loss or damage caused directly by the driving of any motor vehicle
  - (a) elsewhere than in or on the Insured's premises
  - (b) in or on any public place within the meaning of the Road Traffic Acts other than in or about the premises
- (ix) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (x) Loss of or damage to any motor vehicle whilst in transit on land by a vehicle transporter or any other vehicle designed for the transporting or moving of vehicles, including the loading and unloading of such vehicle.
- (xi) Loss of or damage to any vehicle transporter or motor vehicle designed for the transporting of two or more vehicles.
- (XII) The first €1,000 of each and every loss
- (xiii) loss of or damage to any director's vehicle with a market value in excess of €100,000 that is not fitted with a GPS Vehicle Tracking System

### P Servicing Indemnity

Notwithstanding Special Clause G (Loss of or Damage to Goods) the Company will indemnify the Insured in respect of liability arising out of or in connection with the Servicing of motor vehicles

The liability of the Company for all compensation payable to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed €2,600,000 as the Amount of Indemnity for any one Event.

### Definition of Servicing

- 1 The repair testing servicing maintenance alteration cleaning or inspection of any vehicle.

### Service Records and Apprentice Work

The indemnity provided by this Clause shall not apply unless

- (a) apprentices are supervised by a qualified mechanic while working on vehicles
- (b) all completed work is checked by a qualified mechanic before vehicles are released to customers
- (c) records relating to servicing and repair work including the sale and supply of spare parts, components or accessories for such servicing or repair work are retained for a period of two years and are available for inspection by the Company at any time
- (d) all vehicles are fully serviced in accordance with the manufacturer's guidance before sale and all such servicing records are retained for a period of two years and are available for inspection by the Company at any time

### Exceptions

The Company will not be liable under this Special Clause in respect of

- 1 loss of or damage to
  - (a) property belonging loaned or hired to the Insured or an employee or member of the Insured's family or household
  - (b) property other than vehicles held in trust by or in the custody or control of the Insured or an employee or any party who is carrying out work on behalf of the Insured
  - (c) any vehicle in or about the premises of the Insured or any sub-contractor to the Insured resulting directly or indirectly from fire or explosion



- 2 liability which arises solely by virtue of an express guarantee, a warranty, a condition or an indemnity given or accepted by the Insured
- 3 liability arising in connection with servicing and sale of goods with the knowledge of the Insured for use in the United States of America or Canada
- 4 the cost of
  - (a) replacing, reinstating or repairing any goods sold or supplied by the Insured but this exception shall not apply to any Vehicles sold or supplied by the Insured where loss or Damage to such Vehicle is a direct result of work undertaken by or on behalf of the Insured
  - (b) rectifying the original repair, testing, servicing, maintenance, alteration, cleaning or inspection giving rise to the liability of the Insured
- 5 liability resulting from the sale, servicing or repair of Vehicles or goods used for rallying or racing.

## Q Sale of Goods

Notwithstanding Special Clause G (Loss of or Damage to Goods) the Company will indemnify the Insured in respect of liability arising out of or in connection with the Sale of Goods.

## Definition of Sale of Goods

The sale or supply of vehicles and other goods including their containers and packaging.

## Service Records

The indemnity provided by this Clause shall not apply unless

- (a) records relating to servicing and repair work including the sale and supply of spare parts, components or accessories for such servicing or repair work are retained for a period of two years and are available for inspection by the Company at any time.
- (b) all vehicles are fully serviced in accordance with the manufacturer's guide before sale and all such servicing records are retained for a period of two years and are available for inspection by the Company at any time.

## Exceptions

The Company will not be liable under this Special Clause in respect of

- 1 loss of or Damage to
  - (a) Property belonging loaned or hired to the Insured or an Employee or member of the Insured's family or household
  - (b) Property other than Vehicles held in trust by or in the custody or control of the Insured or an Employee or any party who is carrying out work on behalf of the Insured
  - (c) any Vehicle in or about the premises of the Insured or any sub-contractor to the Insured resulting directly or indirectly from fire or explosion
- 2 liability which arises solely by virtue of an express guarantee, a warranty, a condition or an indemnity given or accepted by the Insured
- 3 the cost of
  - (a) replacing, reinstating or repairing any goods sold or supplied by the Insured but this exception shall not apply to any Vehicles sold or supplied by the Insured where loss or Damage to such Vehicle is a direct result of work undertaken by or on behalf of the Insured
  - (b) rectifying the original repair, testing, servicing, maintenance, alteration, cleaning or inspection giving rise to the liability of the Insured
- 4 liability resulting from the sale, servicing or repair of Vehicles or goods used for rallying or racing.

## Filling Stations

R Notwithstanding Special Clause P (Servicing and Sale of Goods) the Company will indemnify the Insured in respect of

- 1 Death bodily injury shock illness or disease
- 2 loss of or Damage to Property

which occurs during the Period of Insurance in respect of liability arising from the sale or supply of lubricating or fuel oil petrol or water directly into motor vehicles

provided that the Company's liability for all compensation arising out of all insured events shall not exceed the Limit of Indemnity on the Schedule in any one Period of Insurance

### Exceptions

The Company will not be liable under this Special Clause in respect of:

- 1 (a) loss of or Damage to  
or  
(b) the cost incurred by anyone in removing replacing rectifying or reinstating  
any goods sold or supplied
- 2 compensation which arises solely by virtue of an express guarantee warranty condition or indemnity given by or accepted by the Insured  
unless liability would have attached to the Insured notwithstanding such guarantee warranty condition or indemnity.

### Sub Contractors Condition

- S This Section shall not apply to liability in connection with any claim arising directly or indirectly out of or in connection with work undertaken by any Sub Contractor engaged by the Insured unless prior to engaging the services of any Sub Contractor the Insured has inspected the Contractors insurances to ensure that:
- (a) cover is provided for the work undertaken by the Sub Contractor on behalf of the Insured
  - (b) such insurances are operative and will remain so during the currency of the contract
  - (c) the limits of indemnity provided under any Sub Contractor's policy are not less than the amount of indemnity specified in the Policy Schedule
  - (d) such insurances provide an indemnity to the Insured.

### Asbestos Exclusion

- T This Section shall not apply to liability directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause which may have contributed concurrently or in any other sequence

So far as concerns loss of or damage to property only that part of any such loss or damage which is directly or indirectly arising out of or resulting from the manufacture mining processing distributions testing remediation removal storage disposal sale use of or exposure to asbestos is excluded

### Second Hand Parts

- U This Section shall not indemnify the Insured in respect of liability arising directly or indirectly from the supply of
- 1 second hand motor parts or motor accessories
  - 2 reconditioned motor parts or motor accessories
  - 3 motor parts or motor accessories modified by the Insured
- unless these motor parts or accessories are solely and directly supplied to the Motor Trade.

### Tyre Fitting

- V This Section shall not indemnify the Insured in respect of liability arising directly or indirectly from the supply installation erection repair alteration or treatment of
- 1 remould rethreaded regrooved vulcanised or recut tyres unless these tyres have been supplied to the Insured by a member of the Irish Tyre Industry Association
  - 2 tyres which have been manufactured or modified by the Insured

### Offshore

- W This Section shall not apply to liability in respect of work in or on or travel to from or within or anything supplied installed erected repaired altered or treated to any offshore
- (a) accommodation exploration drilling or production rig or platform
  - (b) support vessel

### Forklift Trucks

- X This Section shall not apply to liability arising out of the use of forklift trucks for the
- (a) carrying of any person as a passenger
  - (b) lifting of an engine to put into or take out of a vehicle

## Vehicle Recovery Trucks

- Y This Section shall not apply to liability arising out of the use of winches and hoists fitted to recovery trucks unless
- (a) the manufacturer's recommended inspection routines including completion of daily and routine inspection lists to ensure equipment is fit for purpose are complied with
  - (b) such inspections are carried out by a competent person
  - (c) a record of such inspections is kept for at least two years
  - (d) any defect identified is recorded and repaired before use
  - (e) employees using recovery vehicles are trained in
    - (i) the operation of winches and hoists
    - (ii) securing loads on recovery vehiclesand a record of this training is kept

## SPECIAL CONDITIONS

### Adjustment

- 1 If the premium for this Section has been calculated on any estimates given by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall at any reasonable time allow the Company to inspect such record and following the expiry of each Period of Indemnity shall supply to the Company a correct statement or if requested by the Company figures certified by the Insured's auditors so that the premium for that period shall be calculated and the difference paid by or allowed to the Insured as the case may be.

Should the Insured fail to supply a statement within one month after the expiry date shown in the schedule the Company shall be entitled if it so wishes to charge an additional premium in respect of that Period of Indemnity.

### Suspension of Cover

- 2 The Company may at any reasonable time inspect any property and in the event of any defect or danger being apparent the Company may give written notice to the Insured when all liability of the Company arising from such defect or danger shall be suspended.

### Avoidance and Recovery

- 3 The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in any of the Policy Territories. But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

### No Claims Bonus

- 4 The renewal premium for this Section (including Additional and Special Clauses) is reduced as shown below if no claim arises during the period of insurance shown below

Period of Insurance	Reduction
The previous year	10%
The previous two consecutive years	15%
The previous three consecutive years	20%
The previous four consecutive years	25%
The previous five consecutive years	30%

If a claim is made under this Section then any No Claim Bonus which has been earned will be reduced to nil at the next Renewal Date. The No Claim Bonus is not transferable to anyone else

### Excess

- 5 In respect of each and every event resulting in accidental loss of or damage to property arising from work by or on behalf of the Insured away from the Insured's normal place of business the Company will not be liable for the amount of any Excess (or any lesser amount for which a claim may be settled shown in the Schedule which may apply in the circumstances of such claim).

## ENDORSEMENTS

### GUARD DOG

- 1 This Section shall not apply in respect of liability arising out of the use of guard dogs unless
  - (i) they are on a leash and under the control of a handler while being used except whilst secured so that they are not at liberty to go freely about the premises
  - (ii) a warning that a guard dog is present must be clearly exhibited at each entrance to the premises
  - (iii) they are securely muzzled while in a public place as required by the Control of Dogs Regulations or amendments thereto and all other regulations made under the Control of Dogs acts or amendments thereto

### HOT WORK

- 2 This Policy does not indemnify the Insured in respect of any claim arising in connection with work involving the use or application of heat away from the Insured's premises unless the following precautions are taken
  - (i) specific permission to commence such work must be obtained from a reasonable person at each site where the Insured is undertaking such work
  - (ii) the area in which the work is to be carried out is cleared of moveable material before operations commence Other material including floors and fixtures to be covered with adequate fire resistant covers
  - (iii) the area on the other side of walls or partitions where work is being carried out is inspected to ensure that there are no combustible materials directly or indirectly in danger of ignition
  - (iv) appropriate fire extinguishing appliances are kept at the scene of work for immediate use
  - (v) an examination is carried out after each period of work to ensure that there is no danger of fire breaking out
  - (vi) a suitable employee is appointed at each site to be responsible for fire safety for each period of work and to ascertain location of fire alarms and extinguishing appliances installed by the occupier
  - (vii) blow lamps and blow torches are lit strictly in accordance with manufacturers' instructions and not left unattended whilst alight
  - (viii) gas cylinders not required for immediate use are kept outside the building in or on which the work is carried out and away from any obvious fire hazard

# Section 5 - Legal Protection

## PART I OF SECTION 5 – LEGAL PROTECTION

The Company will cover the Insured Person, up to the Limit of Indemnity, in respect of any Insured Incident arising in connection with the firm or company named in the Schedule provided that:

- A the Insured Incident happens during the Period of Insurance and within the Territorial Limit; and
- B any legal proceedings will be dealt with by a court, or other body agreed to by the Company within the Territorial Limit; and
- C in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which the Company has agreed to) or make a successful defence.

For all Insured Incidents, the Company will help in appealing or defending an appeal as long as the Insured Person tells the Company within the time limits allowed that they want the Company to appeal. Before the Company pays any Costs and Expenses for appeals, the Company must agree that it is always more likely than not that the appeal will be successful.

If an Appointed Representative is used, the Company will pay the Costs and Expenses incurred for this.

The Company will pay Financial Compensation Awards that it has agreed to.

### Definitions

#### The Policyholder

the firm or company named in the Schedule.

#### Insured Person

the Policyholder and the directors, partners, managers and all employees of the Policyholder.

#### Appointed Representative

the lawyer, accountant or other suitably qualified person who has been appointed to act for an Insured Person in accordance with the terms of this Section.

### Costs and Expenses

#### Legal costs

All reasonable and necessary costs chargeable by the Appointed Representative on a party/party basis. Also the costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them, or pays them with the Company's agreement.

#### Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the Appointed Representative in accordance with the Company's claims handling instructions.

#### Attendance expenses

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any arbitration, court or tribunal hearing at the request of the Appointed Representative or while attending jury service. The Company will pay for each half or whole day that the court, tribunal or the Insured Person's employer will not pay for.

The amount the Company will pay is based on the following:

the time the Insured Person is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;

if the Insured Person works full time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages; if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

#### Territorial Limit

The Republic of Ireland.

## Limit of Indemnity

The most the Company will pay for all claims resulting from one or more event arising at the same time or from the same cause is €150,000. The total of the Financial Compensation Awards payable by the company shall not exceed €1,300,000 in any one Period of Insurance.

## Date of Occurrence

- (1) For civil cases (other than under **4 – Tax Protection**) the Date of Occurrence is when the cause of action first accrued.
- (2) For criminal cases, the Date of Occurrence is when the Insured Person commenced or is alleged to have commenced to violate the criminal law in question.
- (3) For Revenue Commissioners' Audit the Date of Occurrence is when the Revenue Commissioners first notify the Policyholder in writing of their intention to make enquiries.

For Pay As You Earn, Social Insurance Contribution and Value Added Tax disputes the Date of Occurrence is when the relevant authority sends an assessment or written decision to the Policyholder following an audit.

## CONTINGENCIES

### 1 Employment Disputes And Financial Compensation Awards

#### A Employment Disputes

The Company will defend the Policyholder's legal rights:

- (1) prior to the issue of proceedings before a Rights Commissioner, court or tribunal following the dismissal of an employee; or
- (2) in legal proceedings in respect of any dispute with
  - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with the Policyholder;
  - or
  - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

## Exclusions

- (1) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by Part I of Section 5.
- (2) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by Part I of Section 5 if the Date of Occurrence was within the first 180 days of the indemnity provided by Part I of Section 5.
- (3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by Part I of Section 5.
- (4) Any claim in respect of damages for personal injury or loss of or damage to property.
- (5) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (as amended)

#### B Financial Compensation Awards

The Company will pay any financial compensatory award otherwise payable by the Policyholder in respect of a claim the Company has accepted under Insured Incident **1 (A)**

Provided that:

- (1) In cases relating to performance and/or conduct, the Policyholder has throughout the employment dispute either:
  - (a) followed the disciplinary procedures recommended by the Irish Business and Employers' Confederation;
  - or
  - (b) sought and followed advice from the Company's legal advice service.
- (2) For compensation following the Policyholder's breach of statutory duty under employment legislation the Policyholder has at all times sought and followed advice from the Company's legal advice service since the date when the Policyholder should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, but not the redundancy payment itself, the Policyholder has sought and followed advice from the Company's Claims Department prior to serving notice of redundancy.

- (4) The compensation is awarded by a Rights Commissioner or tribunal under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by the Company.
- (5) The total of the compensation payable by the Company shall not exceed €1,300,000 in any one Period of Insurance.

### **Exclusions**

- (1) Any financial compensation relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - statutory rights in relation to trustees of occupational pension schemes;
  - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation.
- (4) Any financial compensation award or increase in financial compensation award ordered by the tribunal or failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

## **2 LEGAL DEFENCE**

At the Policyholder's request

- (1) The Company will defend the Insured Person's legal rights:
  - (a) prior to the issue of legal proceedings when dealing with the
    - Gardaí; or
    - Health and Safety Authority and/or regional health boardswhere it is alleged that the Insured Person has or may have committed a criminal offence;
  - or
  - (b) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.
- (2) The Company will defend the Policyholder's legal rights following civil action taken against the Policyholder for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.
- (3) The Company will defend the Insured Person's (other than the Policyholder) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of the Policyholder's employees.
- (4) The Company will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the Policyholder's business.
- (5) The Company will represent the Policyholder in appealing against the refusal of the Data Protection Commissioner to register the Policyholder's application for registration.
- (6) The Company will pay the Attendance Expenses of an Insured Person for Jury service.

### **Provided that**

In so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned, the Territorial Limit shall be any place where the Act applies.

### **Exclusion**

Any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws

## **3 PROPERTY PROTECTION AND BODILY INJURY**

### **A Property Protection**

The Company will negotiate for the Policyholder's legal rights in any civil action relating to material property which is owned by, or the responsibility of the Policyholder, following:

- (1) any event which causes or could cause physical damage to such material property;
- or
- (2) any nuisance or trespass.

## Exclusions

Any claim relating to the following:

- (1) a contract entered into by the Policyholder;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by the Policyholder unless the goods are at such premises for the purpose of installations or use in work to be carried out by the Policyholder;
- (4) mining subsidence;
- (5) defending the Policyholder's legal rights other than in defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an insured person other than damage to motor vehicles where the Policyholder is engaged in the business of selling motor vehicles.

## 4 TAX PROTECTION

### (a) Revenue Audits

The Company will negotiate on behalf of the Policyholder and represent them in any appeal proceedings in respect of an audit carried out by the Revenue Commissioners into the Policyholder's business accounts; or

### (b) Employer's Compliance

The Company will negotiate on behalf of the Policyholder and represent them in any appeal proceedings in respect of a dispute concerning their compliance with Pay As You Earn or Social Insurance Contribution Regulations following an audit by the Revenue Commissioners or the Department of Social Community and Family Affairs; or

### (c) VAT Disputes

The Company will negotiate on behalf of the Policyholder and represent them in any appeal proceedings following an audit carried out by the Revenue Commissioners in respect of Value Added Tax due.

## Provided that

- (a) for all Insured Incidents, the Policyholder has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (b) the Policyholder and the Appointed Representative comply with the Company's claims handling instructions throughout the course of the claim.

## Exclusions

- (1) Any Insured Incident arising from a tax avoidance scheme.
- (2) Any Insured Incident caused by the failure of the Policyholder to register for Value Added Tax.
- (3) Any Insured Incident undertaken by the Revenue Commissioners into alleged dishonesty or alleged criminal activities of the Policyholder.

## CLAIMS HANDLING INSTRUCTIONS FOR TAX PROTECTION CLAIMS

The Policyholder must send the Company a copy of the business accounts and tax return which are the subject of the audit, together with all relevant correspondence and a note of fees likely to be incurred:

- (a) as soon as being notified by the Revenue Commissioners that an audit is to take place; and
- (b) at any time throughout the claim should this information change.

The estimate of fees and any revised estimates must be itemised by hour for each representative who is to deal with the claim. The Company will use this information to agree reasonable Costs and Expenses payable under the policy. The Company requires claims to be dealt with as economically as possible. The Company will pay Costs and Expenses that the Company has at any time agreed to in writing on receipt of an itemised invoice. It is important that the Policyholder or anyone acting on their behalf awaits the Company's approval before incurring Costs and Expenses in excess of what the Company has at any time already agreed.

## EXCLUSIONS APPLICABLE TO PART I OF SECTION 5 – COMMERCIAL LEGAL PROTECTION

- 1 Any claim reported to the Company more than 180 days after the date the Insured Person should have known about the Insured Incident.
- 2 Costs and Expenses incurred before the written acceptance of a claim by the Company.
- 3 Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority other than, compensation awards as covered under Insured Incident 1 (b) **Employment Financial Compensation Awards**.



- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 Any claim relating to franchise rights, or agency rights where the Policyholder has the legal capacity to alter the legal relations of another.
- 6 Any Insured Incident deliberately or intentionally caused by an Insured Person.
- 7 A dispute with the Company not otherwise dealt with under Condition 7.
- 8 Any claim relating to a shareholding or partnership share in the Policyholder unless such shareholding was acquired under a scheme open to all employees of the Policyholder or a substantial number of them of a certain minimum grade other than the directors or partners of the Policyholder.
- 9 An application for judicial review.
- 10 Any claim caused by, or contributed to by or arising from pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 Legal action an Insured Person takes which the Company or the Appointed Representative have not agreed to or where the Insured Person does anything that hinders the Company or the Appointed Representative.
- 12 When either at the commencement of or during the course of a claim, the Policyholder is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 13 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

## GENERAL CONDITIONS APPLICABLE TO PART I OF SECTION 5 – COMMERCIAL LEGAL PROTECTION

- 1 An Insured Person must:
  - (a) keep to the terms and conditions of this Section;
  - (b) take reasonable steps to keep any amount the Company has to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything the Claims Administrator asks for, in writing; and
  - (e) give the Company full details of any claim as soon as possible and give the Company any information the Claims Administrator needs.
- 2
  - (a) The Company can take over and conduct in the name of an Insured Person, a claim or legal proceedings at any time. The Company can negotiate any claim on behalf of an Insured Person.
  - (b) If the Company agrees to start legal proceedings and it becomes mandatory for an Insured Person to be represented by a lawyer, or if there is a conflict of interest, an Insured Person can choose an Appointed Representative by sending the Company the suitably qualified person's name and address.  
The Company may choose not to accept the choice of representative, but only in exceptional circumstances.
  - (c) Before an Insured Person chooses a lawyer or an accountant, the Company can appoint an Appointed Representative.
  - (d) An Appointed Representative will be appointed by the Company and represent an Insured Person according to the Company's standard terms of appointment. The Appointed Representative must co-operate fully with the Company at all times.
  - (e) The Company will have direct contact with the Appointed Representative.
  - (f) An Insured Person must co-operate fully with the Company and with the Appointed Representative and must keep the Company up-to-date with the progress of the claim.
  - (g) An Insured Person must give the Appointed Representative any instructions that the Company requires.
- 3
  - (a) An Insured Person must tell the Company if anyone offers to settle a claim and must not agree to any settlement without the Company's written consent.
  - (b) If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Costs and Expenses.
  - (c) The Company may decide to pay the Insured Person the amount of damages that the Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4
  - (a) If the Company asks, an Insured Person must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited.
  - (b) An Insured Person must take every step to recover Costs and Expenses that the Company has to pay and must pay the Company any Costs and Expenses that are recovered.
- 5 If an Appointed Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses an Appointed Representative, the cover the Company provides will end at once, unless the Company agrees to appoint another Appointed Representative.

- 6 If an Insured Person settles a claim or withdraws their claim without the Company's agreement, or does not give suitable instructions to an Appointed Representative, the cover the Company provides will end at once and the Company will be entitled to re-claim any Costs and Expenses paid by the Company.
- 7 If the Company and an Insured Person disagree about the choice of Appointed Representative, or about the handling of a claim, the Company and the Insured Person can choose another suitably qualified person to decide the matter. The Company and the Insured Person must both agree to this in writing. If the Company cannot agree with the Insured Person about the choice of a second suitably qualified person, the Company will ask the president of the Law Society of Ireland to choose a suitably qualified person.  
  
Whoever loses the disagreement will have to pay the costs of settling it.
- 8 The Company may at its discretion require the Policyholder to obtain an opinion from counsel at the Policyholder's expense as to the merits of a claim or proceedings. If Counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by the Company.
- 9 The Company will not pay any other claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.
- 10 This Section will be governed by the laws of the Republic of Ireland.

## HELPLINE SERVICES

The Company provides these services 24 hours a day, seven days a week during the Period of Insurance. To help the Company check and improve their service standards, all calls are recorded.

## COMMERCIAL LEGAL ADVICE

The Company will give the Policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting the Policyholder's business premises which causes damage or potential danger, the Company will contact a suitable repairer or contractor and arrange assistance on behalf of the Policyholder. All costs of assistance provided are the responsibility of the Policyholder.

### **TO USE THESE SERVICES TELEPHONE 0818 670 747**

## COUNSELLING

The Company will provide all employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

### **TO USE THIS SERVICE TELEPHONE 1800 670 407**

Counselling calls are not recorded.

The Company will not accept responsibility if the helpline services fail for reasons they cannot control. Please do not phone the Company to report a general insurance claim.

## DISCIPLINARY PROCEDURES

It is in the employer's own interest to have a clear and comprehensive set of procedures governing dismissal and to ensure that employees are fully conversant with these.

### Counselling Session

Manager adopts a neutral rather than authoritarian attitude.

Counselling involves discussing with employee the nature of fall-off from standard with a view to seeking a solution.

Many issues resolved at this stage before going to formal disciplinary procedures.

### Verbal Warning

Should be recorded and put on employee's file.

Warning should be issued in the presence of another supervisor/manager and the employee's representative.

Employee must be given the opportunity to state his/her case before any decision is taken.

### Written Warning

If required improvement does not take place a written warning should be issued by the immediate supervisor.

The written warning should:

- \* State departure from standard.
- \* What action or improvement is required of employee.
- \* When will matter be reviewed again.
- \* The action to be taken if the improvement is not made (i.e. final written warning followed by dismissal).

### WARNING SHOULD BE ISSUED...

- \* With another manager present.
- \* With the employee having his/her representative present.
- \* After the employee's case has been heard.

The warning should be signed by the employee and a copy kept on the employee's file.

### Final Written Warning

The same procedures apply as to written warning. Must state that a further offence of a similar nature will result in dismissal.

### Dismissal

Following a Disciplinary hearing, offence must be of a similar nature as that mentioned in the final written warning.

### Fairness

- \* The right to know the reasons for the proposed dismissal.
  - The right to reply to those reasons and have the reply and any other arguments or submissions listened to and evaluated before the decision to dismiss is taken.
- \* The right to be represented by an appropriate person is granted so that the right to reply is real.
  - The right to an impartial hearing is granted.

How would a reasonable employer, in the same circumstances of this particular case, have behaved.

### Fair Reasons for Dismissal

- \* Capability, competence or qualifications.
- \* Conduct.
- \* Redundancy, if proper procedures followed.
- \* Expiry of certain fixed term or specified purpose contracts.

If employer argues that dismissal is for one of above reasons it will still be necessary to justify the action.

## A Fair Disciplinary Policy

The primary objective of such a policy is not to impose a punishment.

It is to improve the performance or conduct which has fallen below standard.

Front line managers play a key role in ensuring that the standards of conduct and performance are adhered to by all employees under their control.

## Reasonableness

Did the organisation believe that the allegation has foundation or took place?

Did the organisation have reasonable grounds for this belief?

Was the penalty imposed proportionate to the alleged misconduct?

There is no obligation to establish absolute proof.

## The Investigation

Employee is aware of all the allegations and complaints which form the basis of the proposed dismissal.

Employee had adequate opportunity to deny or explain the circumstances and the right to be represented.

Where facts are denied or in dispute, evidence of witnesses or others involved is sought.

## Unfair Dismissals Act Remedies

**Reinstatement:-** In old job entitling the employee to benefit from any improvement in terms and conditions of employment which may occur between the date of dismissal and the date of reinstatement.

**Compensation:-** Depends on matters such as where the responsibility for the dismissal lay, the measures taken to reduce final loss and the extent of which dismissal procedures were followed.

**Re-Engagement:-** Restored to a different position subject to new terms and conditions.

Period of dismissal now considered as a period of suspension.

Continuity is not broken. There are no pay or related benefit entitlements due.

## PART II OF SECTION 5 – BUSINESS VEHICLE LEGAL PROTECTION

The Company will cover the Insured Person, up to the Limit of Indemnity, in respect of any Insured Incident arising in connection with the firm or company named in the Schedule provided that:

- A the Insured Incident happens during the Period of Insurance and within the Territorial Limit; and
- B any legal proceedings will be dealt with by a court, or other body agreed to by the Company within the Territorial Limit; and
- C in civil claims it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which the Company has agreed to) or make a successful defence.

For all Insured Incidents involving legal proceedings the Company will help in appealing or defending an appeal as long as the Insured Person tells the Company within the time limits allowed that they want the Company to appeal. Before the Company pays any Legal Costs for appeals, they must agree that it is more likely than not that the appeal will be successful.

If an Appointed Lawyer is used, the Company will pay the Legal Costs for this plus Attendance Expenses.

The most the Company will pay for all claims resulting from one or more event arising at the same time or from the same cause is €63,487.

## Definitions

### 1 The Policyholder

The firm or company named in the Schedule.

### 2 Insured Person

The Policyholder and the directors, partners, managers and all other employees of the Policyholder.

Any passenger or driver who is or on the Insured vehicle with the Policyholder's permission.

Anyone claiming under Part II of Section 5 must have the Policyholder's agreement to claim.

### **3 Appointed Lawyer**

The lawyer, or other suitably qualified person, who has been appointed to act for an Insured Person under Condition 2 of this Section.

### **4 Insured Vehicle**

Any vehicle as shown in the Schedule and which is owned by, or hired or leased to, the Policyholder.

It also includes any caravan or trailer attached to this vehicle by normal means for towing.

### **5 Legal Costs**

All reasonable and necessary costs charged by the Appointed Lawyer incurred on a party/party cost basis. Also the costs incurred by opponents in civil cases if an Insured Person has to pay them or pays them with the Company's agreement.

### **6 Attendance Expenses**

The Insured Person's salary or wages for the time that the Insured Person is off work to attend any court or tribunal hearing at the request of the Appointed Lawyer or as a defendant. The Company will pay for each half or whole day that the court tribunal or the Insured Person's employer will not pay for.

The amount the Company pays is based on the following:

- the time the Insured Person is off work including the time it takes to travel to and from the court or tribunal. The Company will work it out to the nearest half day assuming that a whole day is eight hours;
- if the Insured Person works full-time, the salary or wages for each whole day equals 1/250th of the Insured Person's yearly salary or wages;
- if the Insured Person works part-time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

### **7 Date of Occurrence**

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, then the Date of Occurrence is the date of the first of these events.

### **8 Bail**

The amount of money demanded by the competent authority to obtain the release of:

- an Insured Vehicle when the Insured Vehicle has been impounded following a motor accident outside of the Republic of Ireland and the United Kingdom; and/or
- an Insured Person when the Insured Person has been taken into custody following a motor accident outside of the Republic of Ireland and the United Kingdom.

### **9 Territorial Limits**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (West of the Bosphorus).

### **10 Limit of Indemnity**

The most the Company will pay for all claims resulting from one or more event arising at the same time or from the same cause is €63,487.

## **CONTINGENCIES**

### **1 Accident Loss Recovery & Bodily Injury**

The Company will negotiate to recover the Insured Person's uninsured losses and costs after an event which:

- causes damage to the Insured Vehicle or to property in or on it; or
- causes the death of, or bodily injury to, an Insured Person while the Insured Person is in or on the Insured Vehicle.

## Exclusions

An event which causes the death of, or bodily injury to, any passenger (other than directors, partners, managers and other employees of the Policyholder) in an Insured Vehicle with more than 17 seats.

## 2 Policyholder's Motor Protection

- (a) The Company will defend the Policyholder's legal rights if an event leads to the Policyholder being prosecuted for infringement of road traffic laws or regulations in connection with the ownership or use of an Insured Vehicle.
- (b) The Company will represent the Policyholder at a hearing following an event which results in the relevant licensing authority revoking, suspending, or altering the terms of, or refusing to renew the Policyholder's Operator's Private Hire, Hackney or Taxi licence.

## Exclusions

Parking or obstruction offences.

## 3 Employees Motor Protection

- (a) The Company will defend the legal rights of the directors, partners, managers and all employees of the Policyholder, if an event leads to them being prosecuted for infringement of road traffic laws and regulations in connection with the driving or use of an Insured Vehicle.
- (b) The Company will represent the directors, partners, managers and all employees of the Policyholder at a hearing following an event which results in the relevant licensing authority revoking, suspending or altering the terms of, or refusing to renew their Public Service Vehicle, Omnibus, Carriers, Private Hire, Hackney or Taxi licence.
- (c) The Company will also pay, as a loan to the Policyholder, Bail on behalf of an Insured Person on condition that the Policyholder and the Insured Person comply with all the legal requirements of the competent authorities and the Bail is repaid on demand by the Policyholder after a reasonable period of time has elapsed.

## Exclusions

Parking or obstruction offences.

## 4 Motor Contract Disputes

The Company will negotiate for the Policyholder's legal rights in a contractual dispute arising from an agreement which the Policyholder has entered into for:

- the purchase, sale, hire or insuring of an Insured Vehicle or its spare parts or accessories;
- the service, repair or testing of an Insured Vehicle; or
- the carriage of goods or passengers by an Insured Vehicle

The Policyholder must have entered into the agreement during the Period of Insurance and the amount in dispute must exceed €1,269.

Provided that:

- (1) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceeds €1,269;
- (2) if the dispute relates to money owed to the Policyholder, a claim under Part II of Section 6 must be made within 90 days of the money becoming due and payable;
- (3) the Policyholder is responsible for the first €317 of each and every claim other than if the claim relates to an undisputed debt.

## Exclusions

- (1) Any claim relating to the settlement payable under an insurance policy.
- (2) Arbitration arising out of an arbitration clause in the agreement.

## EXCLUSIONS APPLICABLE TO PART II OF SECTION 5 – BUSINESS VEHICLE LEGAL PROTECTION

- 1 Any claim reported to the Company more than 180- days after the date an Insured Person should have known about the Insured Incident.
- 2 Any Legal Costs and Attendance Expenses that are incurred before the Company agrees to pay them.
- 3 Any claim relating to a prosecution deliberately or intentionally solicited by an Insured Person.
- 4 An application for judicial review.
- 5 Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy, confidentiality agreements, agency rights and franchise rights.

- 6 Any claim under Insured Incident **1 Accident Loss Recovery and Bodily Injury** relating to a contract made between the Insured Person and the third party.
- 7 The Insured Vehicle being used by anyone who does not have valid motor insurance.
- 8 Fines, damages or other penalties which the Insured Person is ordered to pay by a court or other authority.
- 9 Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 10 Any disagreement with the Company that is not in Condition 7.
- 11 Any legal action an Insured Person takes which the Company or the Appointed Lawyer have not agreed to or where the Insured Person does anything that hinders the Company or the Appointed Lawyer.
- 12 When either at the commencement of, or during the course of a claim notified under Part II of Section 6, the Policyholder is bankrupt or has committed an act of bankruptcy or has made an arrangement with its creditors or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 13 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

## GENERAL CONDITIONS APPLICABLE TO PART II OF SECTION 5 – BUSINESS VEHICLE LEGAL PROTECTION

- 1 An Insured Person must:
  - (a) keep to the terms and conditions of this Section;
  - (b) take reasonable steps to keep any amount the Company has to pay as low as possible;
  - (c) try to prevent anything happening that may cause a claim;
  - (d) send everything the Claims Administrator asks for, in writing; and
  - (e) give the Company full details of any claim as soon as possible and give the Company any information the Claims Administrator needs.
- 2
  - (a) The Company can take over and conduct, in the name of the Insured Person, a claim or legal proceedings at any time before an Appointed Lawyer is appointed. The Company can negotiate any claim on behalf of an Insured Person.
  - (b) If the Company agrees to start legal proceedings, or if there is a conflict of interest, an Insured Person can choose an Appointed Lawyer by sending the Company the lawyer's name and address. The Company may choose not to accept the choice of Lawyer, but only in exceptional circumstances.  
  
If there is a disagreement over the choice of Appointed Lawyer, another lawyer can be appointed to decide the matter (see Condition 7).
  - (c) Before an Insured Person chooses a lawyer, the Company can appoint an Appointed Lawyer.
  - (d) An Appointed Lawyer will be appointed by the Company and represent an Insured Person according to the Company's standard terms of appointment. The Appointed Lawyer must co-operate fully with the Company at all times.
  - (e) The Company will have direct contact with the Appointed Lawyer.
  - (f) An Insured Person must co-operate fully with the Company and with the Appointed Lawyer and must keep the Company up-to-date with the progress of the claim.
  - (g) An Insured Person must give the Appointed Lawyer any instructions that the Company asks for.
- 3
  - (a) An Insured Person must tell the Company if anyone offers to settle a claim.
  - (b) If an Insured Person does not accept a reasonable offer to settle a claim, the Company may refuse to pay further Legal Costs.
  - (c) An Insured Person must not negotiate or agree to settle a claim without the Company's approval.
  - (d) The Company may decide to pay an Insured Person the amount of damages that an Insured Person is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4
  - (a) If the Company asks, an Insured Person must tell the Appointed Lawyer to have Legal costs taxed, assessed or audited.
  - (b) An Insured Person must take every step to recover Legal Costs that the Company has to pay and must pay the Company any Legal Costs that are recovered.

# Section 6 - Personal Accident

The Company agrees that if during any Period of Insurance the Event shall happen to any Person-insured and such Person-insured shall within two years of the happening of such Event suffer any of the Results the Company will subject to the terms of this Policy Section pay to the Insured the Compensation specified in the Schedule for such Result.

## Definitions

### 1 Event

Accidental bodily injury which shall independently of any other cause be the sole cause of the Result

### 2 Results

- (a) Death
- (b) Total and permanent loss of all sight in one or both eyes
- (c) Total loss by physical severance or total and permanent loss of use of one or both hands or feet
- (d) Permanent total disablement from usual occupation
- (e) Temporary total disablement from usual occupation

## Compensation Limits

Compensation for

- 1 result (e) shall be payable for a period not exceeding 104 weeks from the commencement of the first Result to occur
- 2 either or both of Results (e) and (f) shall be payable when the total amount has been agreed or at the request of the Insured at intervals of not less than four weeks (but not in advance) commencing four weeks after receipt of written notice of the Event by the Company.

Compensation shall not be payable for

- More than one of the Results (a) to (d) in respect of any one Person-insured and when payable for one of those Results shall not be payable for Result (e) caused by the same Event or any of the Results caused by any subsequent event

## Exceptions

This insurance shall not apply to any Event or Result consequent upon

- 1 Suicide or attempt thereof.
- 2 The Person-Insured engaging in air travel except as a passenger in a fully licensed passenger carrying aircraft.
- 3 The Person -Insured engaging in or practising for
  - (a) winter sports                      (d) parachuting or hang gliding
  - (b) mountaineering                      (e) racing on horseback or wheels
  - (c) hunting
- 4 The Person-Insured suffering from illness or disease not resulting from bodily injury or suffering from bodily injury due to any gradually operating cause.

## Special Clauses

### 1 Disappearance

Death shall be presumed to have been suffered by the Person-Insured if the Person-Insured disappears and is missing for ninety consecutive days and the Company receives sufficient evidence that leads the Company inevitably to the conclusion that an Event has happened to such Person-Insured and caused such disappearance provided that if the Person-Insured is found to be living after Compensation has been paid by the Company then such Compensation shall be refunded to the Company.

### 2 Exposure

If the Person-insured shall suffer any of the Results caused by exposure to the elements such Result shall be deemed to have been caused by an Event.



## **Conditions**

### **1 Evidence of Claim**

All certificates and information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such a form and of such nature as the Company shall prescribe.

The Person-insured as often as required shall submit to medical examination on behalf of the Company at its own expense.

### **2 Non Assignment**

The Company shall not be concerned with or affected by any notice or trust charge or assignment relating to this Section and the receipt of the Insured shall in all cases completely discharge the Company.

### **3 Age Limits**

This Insurance shall not apply to any Person-insured who is less than sixteen or more than seventy five years of age at the time of the happening of the Event.

# Section 7 - Professional Indemnity

## DEFINITIONS

Under this Occurrence the following definitions apply and any word or expression to which specific meaning has been attached shall bear the same meaning throughout this Occurrence unless otherwise stated. In this Occurrence the singular includes the plural and vice versa. A defined word or phrase will start with a capital letter each time it appears in this Occurrence except for headings and titles.

### **Aviva Insurance Ireland DAC**

(Hereinafter referred to as the Company)

### **Bodily Injury**

- 1 Bodily injury includes death illness shock or disease

### **Business**

- 2 The provision of advice or services by You in relation to any Insurance Distribution activity in connection with any insurance product relating to a motor vehicle

### **Claim**

- 3 Demand made against You consisting of or arising from any
  - (1) demand whether oral or in writing for damages or compensation
  - (2) notice of intention whether oral or in writing to commence legal proceedings
  - (3) communication invoking any pre action protocols
  - (4) notification of arbitration or adjudication proceedings

### **Computer System**

- 4 Any
  - (1) computer data processing equipment media or part thereof
  - (2) system of data storage and retrieval or communications system network protocol or part thereof
  - (3) storage device microchip integrated circuit real time clock system or similar device
  - (4) computer software (including but not restricted to application software operating systems runtime environments or compilers) firmware or microcode
  - (5) electronic documents utilised in the ownership security and management of Your electronic communication system worldwide web site internet site Intranet site extranet site or web address.

### **Documents**

- 5 Any
  - (1) project modules or displays
  - (2) deeds wills or agreements
  - (3) maps plans records photographs negatives calculations drawings
  - (4) written or printed books letters certificates documents or forms of any nature whatsoever
  - (5) computer software files documents and systems recordswhich are your Property or are under Your custody or control

#### **but excluding:**

bearer bonds evidence of share ownership (whether in electronic or other form) coupons bank or currency notes and other negotiable paper

### **Employee**

- 6 1 Any person who is or has been under a contract of service or apprenticeship with You
- 2 Any person who is or has been
- (a) self employed
  - (b) a voluntary helper
  - (c) engaged under a work experience or training scheme
  - (d) seasonal or temporary personnel
  - (e) agency staff
- while working under Your control in connection with the Business

### **Excess**

- 7 The first €500 of each and every payment in relation to a Claim is payable by You rather than the Company
- For the avoidance of doubt a separate Excess shall apply to each and every Claim and each and every claimant

### **Insurance Distribution**

- 8 As defined in the European Union (Insurance Distribution) Regulations 2018 and any amendments thereto from time to time or any replacement Regulations

### **Limit of Indemnity**

- 9 The maximum amount payable in respect of any one Claim is €1,300,380 and the total of all Claims first made during the Period of Insurance is €1,924,560
- But note that all Claims arising directly or indirectly from one source or originating cause shall be treated for all purposes as a single Claim
- Any dishonesty or fraud committed by a person or persons acting in concert shall be treated as one Claim.

### **Other Costs**

- 10 All costs and expenses incurred in the investigation defence or settlement of any Claim in so far as those costs and expenses have been incurred with the Company's written consent

### **Period of Insurance**

- 11 From the effective date until the expiry date shown in the Schedule.

### **Pollution**

- 12 Any pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring
- but excluding:**
- pollution or contamination by asbestos

### **Proposal**

- 13 Any signed proposal form renewal declaration statement of fact and any additional information supplied to the Company by You or on Your behalf

### **Territorial Limits**

- 14 Republic of Ireland Northern Ireland Great Britain the Channel Islands or the Isle of Man

### **Terrorism**

- 15 Any act or acts including but not limited to
- (a) the use or threat of force and/or violence and/or
  - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

### **You/Your/The Policyholder/The Insured**

- 16 a Any individual partnership limited liability partnership company or limited company named in the Schedule or any predecessor in business of such individual partnership limited liability partnership company or limited company as declared to the Company
- b Any person who is or has been or who becomes a director partner principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above
- c The estate heirs executors legal or personal representatives of any person or body referred to in (1) or (2) above in the event of their death or incapacity

### **COVER PROVIDED**

The Company will indemnify You in respect of any Claim arising out of the conduct of Your Business first made against You and notified to the Company during the Period of Insurance for any civil liability including claimants costs and expenses arising from

- 1 any negligent act or omission committed by You
- 2 any dishonest or fraudulent act or omission committed by any of Your past or present partners directors or Employees
- 3 any final or binding award or determination of any ombudsman appointed pursuant to the provisions of the Central Bank and Financial Service Authority Act 2004 or any subsequent amendment or re-enactment

**The Company's total liability under this Occurrence shall not save in the circumstances stated under the Additional Clauses section exceed the Limit of Indemnity**

In respect of the cover granted by this Occurrence

- 1 the Company will only indemnify You if You are registered and continue to be an insurance intermediary with the Central Bank of Ireland. In the event that you should cease for whatever reason to be authorised by the Central Bank of Ireland then the Company will only indemnify You in respect of any Claim arising from acts or omissions committed prior to the date upon which you ceased to be authorised by the Central Bank of Ireland
- 2 the Company will not provide indemnity
  - (a) in respect of any defamation unless You can show that it was committed by You in good faith
  - (b) to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission
  - (c) for any Claim arising from any dishonest or fraudulent act or omission committed by any person after the discovery in relation to that person of reasonable cause for suspicion of any dishonest or fraudulent act or omission
- 3 the Company will not provide indemnity for any Claim arising from any dishonest or fraudulent act or omission unless
  - (a) at the Company's request You shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the personal representatives of such person
  - (b) Your annual accounts are prepared or certified by an independent and properly qualified accountant or auditor
- 4 The following will be deducted from any amount payable
  - (a) Any monies which but for such dishonest or fraudulent act or omission would be due from You to the person committing or condoning such act or omission
  - (b) any monies held by You and belonging to such person
  - (c) any monies recovered following action as described in 3(a) above.
- 5 the Company will not provide indemnity where Your Business is conducted outside the Territorial Limits.
- 6 the Company shall not be liable for the amount of the Excess or any lesser amount for which a Claim may be settled.

### **ADDITIONAL CLAUSES**

In addition to the Limit of Indemnity

#### **1 Other Costs**

the Company will pay Other Costs

Provided that if the amount paid to dispose of a Claim exceeds the Limit of Indemnity the Company's liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim.

The Company shall not be liable for the amount of the excess

#### **Ceasing to Trade Extension**

If Your Business ceases to trade during the Period of Insurance the Company will indemnify you at your request for a period of 24 months from the date your business ceased trading in respect of any claim which occurred during the period of Insurance specified in the Schedule

## EXCEPTIONS

The Company will not provide indemnity in respect of

- 1 any Claim arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You
- 2 any Claim arising directly or indirectly from or caused by
  - (a) any Bodily Injury of any Employee whilst in the course of their employment with You
  - (b) any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of Your Business
- 3 any Claim arising out of or caused by any
  - (a) representation promise or warranty given by You as to the outcome of Your conduct of the Business
  - (b) express guarantee
  - (c) express contractual penalty
  - (d) acceptance of liability for liquidated damagesunless such liability would have attached to You in the absence of the features listed above
- 4 any fines or penalties or any punitive multiple aggravated or exemplary damages where such can be identified separately within any award of any court
- 5 any Claim arising directly or indirectly from or caused by the supply of any goods by You or any products manufactured constructed altered repaired treated sold supplied or distributed by You
- 6 any Claim arising directly or indirectly from any advice or services provided by You in respect of a non Insurance Distribution activity
- 7 any Claim brought by any entity
  - (a) in which You exercise a controlling interest
  - (b) which exercises a controlling interest over Your business by virtue of having a financial or executive interest in Youunless such Claim arises from or is caused by a claim made against such entity by an independent third party
- 8 any Claim made against You in Your capacity as a director officer or trustee unless arising out of the professional conduct of Your Business
- 9 any Claim arising directly or indirectly from or caused by any
  - (a) pension or Employee scheme
  - (b) trust fund
  - (c) stocks shares or securitiesestablished or maintained to provide benefits to You or Your Employees
- 10 any trading losses or trading liabilities incurred by any business managed by or carried out by You
- 11 any Claim arising directly or indirectly from or caused by Your insolvency or bankruptcy
- 12 any Claim arising directly or indirectly from or caused by the ownership possession or use by You or on Your behalf of any aircraft watercraft hovercraft motor vehicle or trailer
- 13 any Claim arising directly or indirectly from or caused by the ownership possession or use by You or on Your behalf of any buildings structures premises or land or that part of any building leased occupied or rented by or licensed to You or any property (mobile or immobile) of Yours.
- 14 any Claim where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this Occurrence not been effected.
- 15 any Claim or circumstance that might give rise to a Claim which
  - (a) has been notified under any other policy of insurance attaching prior to this Occurrence being operative
  - (b) You were or should after reasonable enquiry have been aware of prior to this Occurrence being operative
- 16 any Claim
  - (a) instituted or pursued in the United States of America its territories and/or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
  - (b) in which it is contended that the laws of the United States of America its territories and/or possessions or Canada should or do apply
  - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America its territories and/or possessions or Canada
- 17 any Claim arising directly or indirectly from or caused by Pollution
- 18 any Claim arising directly or indirectly from in consequence of contributed to or aggravated by asbestos in whatever form or quantity whether alleged or actual

- 19 any Claim arising directly or indirectly from or caused by the inability for whatever reason of any insurer to meet its financial obligations
- 20 any Claim arising directly or indirectly from or caused by Your activities as managers of any insurer underwriting agent or as underwriters
- 21 any Claim arising solely as a result of market fluctuations depreciation or loss of investments where such market fluctuations depreciation or loss is a result of normal or abnormal fluctuations in any financial stock commodity or other market or by reason of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments
- 22 any Claim arising directly or indirectly from or caused by the transmission or receipt of a computer virus program or code that causes loss of or damage to any Documents or Computer System or prevents any Computer System from performing or functioning accurately or properly
- 23 any Claim of whatsoever nature arising directly or indirectly from or caused by the failure or inability or any alleged failure or inability of any Computer System whether Your property or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise capture save retain or restore and/or correctly to manipulate interpret transmit return calculate or process any date data information command logic or instruction as a result of
  - (a) recognising using or adopting any date day of the week or period of time other than the true or correct date day of the week or period of time
  - (b) the operation of any command or logic which has been programmed or incorporated into any Computer System
- 24 any 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
- 25 any Claim or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to a military uprising or usurped power
  - (b) Terrorism
  - (c) any action taken in controlling preventing suppressing or in anyway relating to (a) and/or (b) above

In any action suit or other proceedings where the Company allege that by reason of this definition any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is not covered by this Occurrence the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is covered shall be upon You.

## CONDITIONS

### Claims Conditions

If in relation to any Claim You fail to fulfil or observe the requirements imposed upon You by conditions (1) (2) or (3) You will lose Your right to indemnity or payment for that Claim

- 1 if during the Period of Insurance regardless of any Excess You
  - (a) receive any Claim You shall give written notice to the Company as soon as practicable
  - (b) become aware of any circumstance that might give rise to a Claim You shall give written notice to the Company of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to the Company shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by the Company
  - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director partner or Employee of Yours whether giving rise to a Claim or not You shall give written notice to the Company of such discovery as soon as practicable

**provided always that any such written notice under any part of this condition (1) is received by the Company during the Period of Insurance**

Any written notice should be sent to:

The Claims Manager  
One Park Place  
Hatch Street  
Dublin 2.  
Tel. 01 898 8000

- 2 In the event of a Claim or the discovery of a circumstance that might give rise to a Claim You must not admit liability for or settle any Claim or incur any related costs or expenses without the Company's written consent

- 3 In the event of a Claim or the discovery of a circumstance that might give rise to a Claim the Company will be entitled at the company's own expense at any time to take over and conduct in Your name the defence or settlement of any such Claim

If the Company do take over and conduct the defence or settlement of any such Claim You shall give the Company all such information and assistance as the Company may reasonably require and that is in Your power to provide

Without prejudice to the generality of the above Your duty to assist the Company includes

- (a) providing all such information assistance signed statements or depositions as may be required to facilitate compliance with any civil procedure rules practice directions and pre-action protocols as may be issued
- (b) allowing the Company to present the best possible defence of a Claim within the time constraints available
- (c) ensuring ready access to all and any information that the Company may require in the defence of a Claim or investigation of a loss
- (d) ensuring the payment on demand of the Excess in conjunction with the terms of any settlement agreed by the Company

#### **General Conditions**

- 4 In connection with any Claim the Company may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which the Company believe that such Claim can be settled and thereupon the Company shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which the Company may be responsible under this Occurrence
- 5 The Limit of Indemnity and the Excess apply to all of You jointly. If more than one insured is named in the Schedule the total amount the Company will pay will not exceed the amount the Company would be liable to pay to any one of You
- 6 If any settlement is made by the Company to You under the terms of this Occurrence you grant to us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights
- 7 This Occurrence is governed by the law and courts of Republic of Ireland which shall have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with the interpretation of this Occurrence
- 8 This Occurrence the policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy Occurrence or the Schedule shall bear the same meaning wherever it may appear unless the contrary is indicated
- 9 You shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between You and the Company) shall advise that such action has a reasonable prospect of success

# Section 8 - Directors and Officers Liability

This Section has onerous notification requirements at each renewal - refer Condition 1 - Claims notification.

## Definitions

(Also refer to the General conditions and exclusions at the front of the policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section or any endorsement to the Section unless an alternative definition is stated to apply.

## Bodily Injury

Any injury, death, illness, sickness, psychological injury, emotional distress or nervous shock.

## Claim

Any

- (1) demand whether oral or in writing, for damages or compensation.
- (2) notice of
  - (a) Criminal Proceedings including those for corporate killing or manslaughter.
  - (b) Disqualification Proceedings.
  - (c) Regulatory Proceedings.
  - (d) other civil or arbitration proceedings.

## Computer System

Any

- (1) computer, data processing equipment, media or part thereof.
- (2) system of data storage and retrieval, or communications system, network, protocol or part thereof.
- (3) storage device, microchip integrated circuit, real time clock system or similar device.
- (4) computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode.
- (5) electronic documents utilised in the ownership, security and management of Your electronic communication system, world-wide web site, internet site, intranet site, extranet site, or web address.

## Criminal Proceedings

A prosecution brought before any criminal court in the Republic of Ireland against any Insured Person in their capacity as a director or officer of The Organisation.

## Defence Costs

The cost and expenses incurred by an Insured Person or The Organisation in the investigation, defence or settlement of any Claim in so far as those costs and expenses have been incurred with Our written consent.

If these costs and expenses are incurred by

- (a) the Insured Person they will be inclusive of VAT.
- (b) The Organisation they will be exclusive of VAT.

Defence Costs shall not include The Organisation's management costs or any overtime, wages, salaries, or fees of any Insured Person or any of The Organisation's employees.

## Disqualification Proceedings

Proceedings commenced by pre-action protocol letter, summons, application or claim form against any Insured Person in their capacity as a director, officer or trustee of The organization named in the Schedule, under the Companies Act 2014.



## **Documents**

Any

- (1) project models or displays
- (2) deeds, wills or agreements
- (3) maps, plans, records, photographs, negatives, calculations or drawings
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever
- (5) computer software, files, documents and systems records

which are the property of or under the custody or control of The Organisation

[This definition shall not include bearer bonds, evidence of share ownership \(whether in electronic or other form\), coupons, bank or currency notes and other negotiable paper.](#)

## **Excess**

That first part of each and every payment in relation to a Claim or Loss which is payable by The Organisation, or any Insured Person, rather than Us. The amount of the Excess is €1,000.

The Excess shall only apply once where a series of Claims or Loss settlements arise from one source or originating cause.

We shall repay The Organisation or the Insured Person, as appropriate, the Excess if no damages or compensation are paid in a civil claim or no sanctions or penalties are imposed in any legal proceedings.

## **Insured Person**

Any natural person who is or has been or who may become, during the Period of Insurance, a director officer or trustee of The Organisation.

[This definition shall not include any shadow director \(as defined in the Companies Act 2014 or any subsequent amendment or re-enactment\) of The Organisation.](#)

## **Limit of Indemnity**

The maximum amount, stated in the Schedule, which We will pay in respect of any one Claim (including claimant's costs and expenses and Defence Costs) and in total for all Claims first made during any one Period of Insurance.

But note that a series of Claims arising directly or indirectly from one source or originating cause shall be treated for all purposes as a single Claim.

## **Loss**

Sums which any Insured Person is legally liable to pay in respect of any

- (1) damages, compensation or other settlements.
- (2) claimants' costs and expenses.
- (3) Defence Costs.

## **Outside Entity**

Any company or non-profit organisation which is in some way connected with the Organization named in the Schedule, but that is not included under the definition of The Organisation/the Insured or Insured Person.

## **Outside Entity Director**

Any Insured Person who was, is or may become at The Organisation's specific request, or with their approval, a director, officer, trustee, governor or similar position of an Outside Entity.

## **Period of Insurance**

From the effective date of this Section until the expiry date stated in The Schedule.

## **Pollution**

Any contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

**Proposal**

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied by The Organisation named in the Schedule or on their behalf.

**Regulatory Proceedings**

Investigation or enforcement proceedings commenced by official notice brought by a regulator empowered under statute against any Insured Person in their capacity as a director officer or trustee of The Organisation.

**Subsidiary**

Any entity in which The Organisation named in the Schedule

- (1) holds more than 50% of the voting rights.
- (2) holds more than 50% of the issued share capital.
- (3) has the right to appoint or remove a majority of the board of directors.

**Terrorism**

Any act but not limited to

- (a) the use or threat of force or violence or
  - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear or chemical or biological or radiological means
- caused or occasioned by any person or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.

**The Organisation/The Insured**

The Company, Association, Entity or Charity and any of its Subsidiaries named in The Schedule.

**Wrongful Act**

Any actual or alleged

- (1) breach of duty including fiduciary or statutory duty
- (2) negligent act, error or omission
- (3) defamation
- (4) breach of warranty of authority
- (5) misstatement or misleading statement
- (6) wrongful trading
- (7) other wrongful act

committed by an Insured Person in their capacity as a director officer or trustee of the Organisation.

**Cover****(1) Directors and Officers Liability**

We will indemnify any Insured Person for Loss arising from a Claim as the result of a Wrongful Act.

Provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by the Insured Person from The Organisation named in the Schedule in which case Cover (2) Company Reimbursement below will apply.

**(2) Company Reimbursement**

In the event that The Organisation is required or permitted to indemnify a Insured Person, We will pay on behalf of The Organisation for Loss arising from a Claim as the result of a Wrongful Act.

Provided that

- (a) such Claim is first made and notified to Us during the Period of Insurance and
- (b) such Loss is not recoverable by The organization named in the Schedule from any other source.

### **(3) Heirs, Spouses or Legal Representatives**

In the event of an Insured Persons death, incapacity, insolvency or bankruptcy We will indemnify their lawful heirs, marital spouse, estate or legal representatives in respect of any legal liability by reason of their lawful status for Loss arising from a Claim as the result of a Wrongful Act.

### **(4) Insured vs Insured**

In the event of action or proceedings being brought by or on behalf of

(a) an Insured Person

(b) the Organization

in respect of a Claim arising from a Wrongful Act.

We will provide indemnity for Loss arising from any

(i) Claim brought by any retired director of The Organisation.

(ii) Claim brought by an administrator, liquidator or receiver appointed to deal with the insolvency of The Organisation.

### **(5) Bodily Injury Defence Costs**

We will pay Defence Costs arising from any Bodily Injury as the result of a Wrongful Act.

Our total liability in respect of such Defence Costs, during any one Period of Insurance, shall not exceed €100,000

We will not provide any other indemnity under this Section in respect of any Claim arising directly or indirectly from Bodily Injury other than those Defence Costs indemnified above.

### **(6) Pollution Defence Costs**

We will pay Defence Costs arising from any Pollution as the result of a Wrongful Act.

Our total liability in respect of such Defence Costs, during any one Period of Insurance, shall not exceed €100,000.

We will not provide any other indemnity under this Section in respect of any Claim arising directly or indirectly from Pollution other than those Defence Costs indemnified above.

### **(7) Representation Costs**

We will pay on behalf of The Organisation or any Insured Person any reasonable costs and expenses incurred by them for representation at properly constituted hearings, tribunals or proceedings

Provided that

(a) such costs and expenses are incurred with Our prior written consent.

(b) the subject of the hearing, tribunal or proceeding may become a Claim under this Section.

Our total liability under this Cover shall not exceed €15,000 in all in any one Period of Insurance.

**Our total liability under this Section shall not exceed the Limit of Indemnity.**

We shall not be liable for the Excess or any lesser amount for which a Claim may be settled.

### **Exceptions**

The following exceptions apply to this Section.

(Also refer to the General exclusions – all Sections at the beginning of this booklet).

We will not provide indemnity in respect of any Claim

- (1) made against an Insured Person arising from a Wrongful Act committed prior to the Retroactive Date which is deemed to be 12 months prior to the most recent inception date of this Section.
- (2) arising from proceedings brought against an Insured Person or The Organisation and which have been issued prior to, or which are pending at, the Prior and Pending Litigation Date which is deemed to be the most recent inception date of this Section.
- (3) or circumstance that might give rise to a Claim which
  - (a) have been notified to and accepted under any other insurance attaching prior to the most recent inception of this Section
  - (b) an Insured Person or The Organisation should after reasonable enquiry have been aware of prior to the most recent inception of this Section.
- (4) arising from a Wrongful Act by an Outside Entity Director.
- (5) arising from any Wrongful Act committed by the lawful heirs, marital spouse, estate or legal representatives of an Insured Person.
- (6) arising directly or indirectly from or in consequence of
  - (a) any dishonest, fraudulent act or omission by any Insured Person if a court judgement or other final adjudication establishes such dishonest, fraudulent act or omission.

- (b) any Insured Person having gained any personal profit, remuneration or advantage to which they were not legally entitled.
- (7) from any action or proceedings brought by or on behalf of an Insured Person or The Organisation other than specifically indemnified under Cover (4) Insured vs Insured.
- (8) from an action brought by or on behalf of any past or present shareholder who had or has indirect ownership of or control of over 15% or more of the voting shares or rights of The Organisation.
- (9) (a) from the provision of, or failure to provide, professional services or professional advice.  
(b) a breach of any contract for the provision of professional services or professional advice.
- (10) arising directly or indirectly from any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court.
- (11) directly or indirectly arising out of any
  - (a) pension or superannuation scheme
  - (b) health and welfare plan
  - (c) share option scheme or plan
  - (d) other employee benefit programme established or maintained for the benefit of The Organisation or The Organisation's employees.
- (12) arising directly or indirectly from or caused by any failure to effect or maintain any insurance policy for The Organisation.
- (13) arising directly or indirectly from any Bodily Injury other than Defence Costs indemnified under Cover (5) Bodily Injury Defence Costs.
- (14) arising directly or indirectly from or caused by Pollution other than Defence Costs indemnified under Cover (6) Pollution Defence Costs.
- (15) arising directly or indirectly from or caused by damage to property.
- (16) arising directly or indirectly from a Subsidiary established or acquired during the Period of Insurance unless We give our prior written consent to indemnity and the name of the Subsidiary is stated on The Schedule.
- (17) arising directly or indirectly from or in consequence of Loss of Documents including bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.
- (18) arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or not.
- (19) instituted or pursued
  - (a) in the United States of America, its territories or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise).
  - (b) in which it is contended that the laws of the United States of America, its territories or possessions or Canada should or do apply.
  - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories or possessions or Canada.
- (20) arising directly or indirectly out of any alleged or actual
  - (1)
    - (a) discrimination including harassment of an employee
    - (b) wrongful or unfair dismissal, discharge or termination of employment
    - (c) breach of any written employment contract
    - (d) wrongful failure to promote
    - (e) wrongful demotion
    - (f) wrongful deprivation of career opportunity
    - (g) negligent evaluation
    - (h) failure to furnish accurate job references
    - (i) employment related defamation
    - (j) employment related invasion of privacy
    - (k) employment related misrepresentation
  - (2) breach of any obligation which has been transferred to The Organisation by virtue of the European Communities (Protection of Employees Rights on Transfer of Undertakings Regulations) 2003
- (21) where The Organisation or Insured Person is entitled to indemnity under any other section of this Policy whether or not that other section is in force

## Conditions

The following conditions apply to this Section.

(Also refer to the General conditions – all Sections at the beginning of this booklet).

### Claims Conditions

If in relation to any Claim, The Organisation fails to fulfil or observe the requirements imposed upon it by (1), (2) or (3) The Organisation or any Insured Person will lose their right to indemnity or payment for that Claim.

#### (1) Claims Notification

If during the Period of Insurance, regardless of any Excess, The Organisation or any Insured Person

- (a) receive any Claim, The Organisation shall give written notice to Us as soon as practicable
- (b) become aware of any circumstance that might give rise to a Claim, The Organisation shall give written notice to Us of such circumstance as soon as practicable. Any Claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us.
- (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any Insured Persons, whether giving rise to a Claim or not, The Organisation shall give written notice to Us of such discovery as soon as practicable.

Provided always that any such written notice under any part of this Condition (1) is received by Us during the Period of Insurance.

Any written notice should be sent to:

Your Insurance Broker or to The Claims Manager of your local Aviva office.

Remember to quote your policy number in any correspondence.

#### (2) Admission of Liability

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, The Organisation or any Insured Person must not admit liability for or settle any Claim, or incur any related costs or expenses, without Our written consent.

#### (3) Claims Control and Subrogation

In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to take over and conduct in the name of an Insured Person the defence or settlement of any such Claim or circumstance.

We shall not settle any Claim without the consent of the Insured Persons. If however the Insured Persons shall refuse to consent to any settlement recommended by Us, then Our liability for such Claim (including Defence Costs) shall not exceed the amount for which the Claim could have been settled inclusive of Defence Costs, incurred with their consent up to the date of such refusal and then only up to the Limit of Indemnity stated in The Schedule.

If We do take over and conduct the defence or settlement of any such Claim, The Organisation or any Insured Person shall give Us all such information and assistance as We may reasonably require and that is in The Organisation's or any Insured Persons power to provide.

Without prejudice to the generality of the above, Your duty to assist Us includes

- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued.
- (b) allowing Us to present the best possible defence of a Claim within the time constraints available.
- (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss.
- (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by Us.

We retain all rights of recovery available to The Organisation or any Insured Person in respect of any payment which may be made under this Section.

## General Conditions

### Allocation

We will do all that is reasonably required to determine a fair and equitable allocation between any Loss which is indemnified and any other losses or costs which are not indemnified under this Section taking into account the relative legal liability of each party involved.

If We cannot agree on a fair and equitable allocation with The Organisation or the Insured Person, then the issue will be referred to a senior barrister (to be mutually agreed upon by the Insured Person, The Organisation and Us) for arbitration whose decision shall be binding on all parties.

### **Authorisation**

The Organisation shall act on behalf of any Insured Person or any other persons who may be entitled to indemnity under this Section in respect of

- (1) the notification of any Claims in accordance with this Section's Claims Conditions (1), (2) and (3).
- (2) the payment of premiums or the receiving of any return premiums that may become due under this Section.
- (3) the negotiation, agreement to an acceptance of renewal terms, and endorsements applying to this Section.

### **Change of Control**

If

- (a) an offer is made, and declared or made unconditional, for the whole, or a controlling interest in the issued share capital of The Organisation or
- (b) there is a change in ownership of the controlling interest of the share capital of The Organisation

We will only provide indemnity in respect of any Wrongful Act committed prior to the date such offer was declared or made unconditional or the change of ownership became effective.

### **Jurisdiction**

This Section is subject to the relevant law of the Republic of Ireland applicable to The Organisation's main address as stated in The Schedule.

In the event of any dispute, the law of the Republic of Ireland will have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection of this Section.

### **Liquidation**

In the event of The Organisation's liquidation, the Section shall remain in force until the expiry date of the Period of Insurance unless cancellation is requested by all of The Organisation's directors. We will continue to provide indemnity but only in respect of any Claim as the result of a Wrongful Act prior to the date of liquidation.

The date of liquidation will be deemed to be the date on which

- (1) a resolution for voluntary liquidation is passed by The Organisation or
- (2) a petition for compulsory liquidation is presented to the relevant authority.

### **Other Insurances**

If any Insured Person is, or would be but for the existence of this Section, entitled to indemnity under any other Insurance in respect of any Claim or Loss, We shall not be liable for any Loss or Defence Costs except in respect of any amount in excess of that which would have been payable under such insurance had this Section not been affected.

### **Prospect of Success**

We shall not be required to contest or continue to contest any Claim or legal proceedings if at any stage a senior barrister (to be mutually agreed upon by The Insured Persons and Us) shall advise that such action does not have a reasonable prospect of success.

### **Public or Private Offering**

If The Organisation makes a Public or Private Offering during the Period of Insurance, no indemnity will be provided under this Section for any Claims arising directly or indirectly from such Offering until The Organisation has provided written notice to Us, including any information reasonably required, and We give Our consent and state such on The Schedule.

We reserve Our rights to amend the terms and conditions of this Section in respect of such Offering.

### **Severability**

For the purposes of determining indemnity under this Section, no knowledge possessed or any statement made in any Proposal by any single Insured Person shall be imputed to any other Insured Person.



Willis Towers Watson Insurances (Ireland) Limited trading as Willis Towers Watson  
is regulated by the Central Bank of Ireland.

*For our joint protection, we may record and  
monitor phone calls.*

**Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: One Park Place, Hatch Street, Dublin 2, Ireland, D02 E651.