



Probitas
Property Owners' Policy (Republic of Ireland)

July 2020

Introduction

Welcome to Probitas. Thank you for choosing us as your insurer. Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place. We are happy to provide duplicates if you mislay any part of your Policy documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

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Important Helplines

Claims for all Sections

Your claim will be handled by Probitas 1492

To report a claim, contact Probitas 1492:

Telephone: 020 3972 5810

Email: claims@probitas1492.com

For full details of how to make a claim please refer to **Section 8 – Claims Procedure**.

Welcome

Introduction to Your Property Owners Insurance

This document sets out the terms and conditions of the contract of insurance between You and the Insurers.

This document, the Schedule and any endorsements applying to this insurance form Your Property Owners insurance Policy and should be read as if they were one document.

Please read this document carefully. It is laid out in Sections. It is important that:

- You understand what each Section covers and does not cover;
- You understand Your own duties under each Section and under the insurance as a whole.

If there is anything You do not understand or any aspect of the Policy does not meet Your requirements, You should contact the Insurance Broker who arranged this Policy for You.

This Policy is underwritten by Lloyd's Insurance Company S.A. and issued by Probitas 1492 Services Ltd

Syndicate 1492 is managed by Capita Managing Agency Limited (CMA). CMA is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). It is also authorised and regulated by Lloyd's. CMA is registered in England. No 03935227. Registered office: The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU

CMA is also the PRA/FCA Appointed Representative of Probitas 1492 Services Ltd (PSL). PSL is registered in England. Number 713847

Your obligations

Our acceptance of the risks insured is based on the information You have provided to Us in the Proposal. You have an obligation at the start of this insurance and at renewal to make a fair presentation of the risks which are relevant to Your Business. This includes any special or unusual circumstances which increase those risks and any particular concerns which have led You to seek this insurance. You must disclose to the Insurers all material facts which you know or ought to know about Your Business. Material facts are those which are relevant to the underwriting of a risk. They may be relevant (for example) either to the physical risk or to the personal background and characteristics (including the financial history) of You and Your Employees, senior management, directors, partners and owners of Your Business. Your Business should have a system in place to ensure that all material facts are disclosed, including what should reasonably be revealed by a reasonable search of information available to You, whether the search is conducted by making enquiries or by any other means.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Republic of Ireland or United States of America.

LMA3100 (amended)

SEVERAL LIABILITY CLAUSE

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligation.

Your Policy

This Policy is a legally binding contract which You have made with the Insurers.

The Insurers have agreed to provide the insurance described in this Policy or in any endorsement applying to this Policy for the Period of Insurance specified in the Schedule. The insurance provided by this Policy covers any loss, damage, destruction, accident or liability that happens during the Period of Insurance in accordance with the Sections of the Policy shown in the Schedule for which You have paid or agreed to pay the premium. The Insurers will indemnify or compensate You by payment or, at their option, replace, reinstate or repair lost, damaged or destroyed property.

Our continued acceptance of the risk is based on any changes from the original information presented being advised to and accepted by Us.

The Policy contains many Sections and the Schedule identifies the Sections that are operative. A new Schedule will be issued to record any amendments to the cover. Please refer to the replacement documents and the Policy to see what cover is currently in force. Any expression to which a specific meaning has been attached in Section 5 – General Definitions or in any other Section of this Policy shall bear that meaning wherever it appears.

A different Insurer may provide the cover under certain Sections of this insurance. The name of the Insurer providing cover under that Section will be shown in the Section and on the Schedule.

Unless the Insurers and You agree otherwise, this Policy shall be subject to and construed solely in accordance with the law of the Republic of Ireland. The Insurers and You agree that all disputes arising out of or in connection with this Policy shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

The Insurers hold data in accordance with the applicable data protection legislation. It may be necessary for the Insurers to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, the Insurers may share information You give them with other organisations and public bodies, including the police, who access and update various databases. If You give the Insurers false or inaccurate information and they suspect fraud, they will record this and the information will be available to other organisations that have access to the databases. The Insurers can supply details of the databases they access or contribute to on request.

Section 1 – Property Damage

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

1. DEFINITIONS FOR SECTION 1 – PROPERTY DAMAGE

Buildings

Buildings described in the Schedule, and including:

- (a) Landlords' fixtures and fittings;
- (b) tenants' improvements for which the Landlord is responsible in, on or around the Buildings;
- (c) outbuildings, extensions, annexes, tunnels, canopies, fixed signs, gangways, conveniences, loading bay service areas, lamp posts and street and garden furniture, swimming pools and tennis courts;
- (d) walls, gates and fences;
- (e) drains, sewers, 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 Your responsibility;
- (f) yards, car parks, roads, pavements, forecourts, all constructed of solid materials;
- (g) building management and security systems; and
- (h) septic tanks, water, oil and gas fuel storage tanks and ancillary equipment & pipework

all being Your property or for which You are responsible and situate at the Premises.

Contents

Fixtures and fittings (not forming a permanent part of the structure), furniture, furnishings, utensils and domestic appliances for which You are responsible up to an amount not exceeding €5,000 (unless specifically stated otherwise in the Schedule) at each Building and not within the common parts of each Building where there is provision for more than one tenant; and

Landlords' contents in the common parts of each Building (where there is provision for more than one tenant) and to which all tenants have access for an amount not exceeding €10,000 (unless specifically stated otherwise in the Schedule) and including:

- (a) the contents of fuel tanks at the Premises;
- (b) portable communal property in the open grounds of and used in connection with the Buildings at the Premises;
- (c) Money for an amount not exceeding €1,000 in total;
- (d) deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records;
- (e) computer system records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding €25,000 or the Sum Insured as stated above or as amended in the Schedule.

And so far as they are not otherwise insured:

- (f) Employees', directors', partners', customers' and visitors' personal effects of every description (other than motor vehicles) not otherwise insured, for an amount not exceeding €500 in respect of any one person.

Damage

Damage shall mean accidental loss or destruction of or damage to the Property Insured.

Declared Value

Your assessment of the cost of reinstatement of the Property Insured at a level of costs applying at the time that such values are required by the Insurer as the basis for the calculation of the Policy premium (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for:

- (a) debris removal costs;
- (b) professional fees; and
- (c) additional cost of reinstatement to comply with European Community and Public Authority requirements.

Excess

The first amount of each and every claim (as shown in the Schedule) for which You are responsible at each separate Premises after the application of all other terms and conditions of this Policy including but not limited to any condition of Average.

Money

Cash, bank and currency notes, cheques, postal orders, money orders, crossed bankers drafts, current postage stamps, unused units in franking machines, National Savings Stamps and Certificates, National Insurance Stamps, trading stamps, gift tokens, customer redemption vouchers, VAT purchase receipts, credit company sales vouchers, credit card counterfoils, travellers tickets, holidays with pay stamps and luncheon vouchers.

Non-Standard Construction

Constructed of materials other than those detailed in the definition Standard Construction.

Standard Construction

Brick, stone or concrete built and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.

Territorial Limits

The Republic of Ireland

Unoccupied

Unoccupied shall mean any Building or part thereof that is:

- (a) not in active use; and/or
- (b) untenanted; and/or
- (c) empty, void, vacant or disused; and/or

- (d) awaiting refurbishment, redevelopment, renovation or demolition.

2. COVER

We will indemnify You in respect of Damage to Property Insured occurring during the Period of Insurance at the Premises and caused by any of the following Perils if shown as operative in the Schedule.

3. PROPERTY INSURED

- 3.1 Building(s) and Contents at the Premises as described on the Schedule.
- 3.2 The values shown on the Schedule represent the maximum values at risk.

4. LIMIT OF LIABILITY

- 4.1 The liability of the Insurer under this Section shall not exceed in the whole the Total Sum Insured or the Sum Insured in respect of each item or any other Limit of Liability as stated herein or in the Schedule.
- 4.2 The Sum Insured under each item other than items solely applying to fees, removal of debris, private dwelling houses, churches or other buildings in course of erection is separately subject to Average.

5. PERILS (OPERATIVE ONLY IF STATED IN THE SCHEDULE)

- 5.1 Fire excluding Damage by explosion resulting from fire.
- 5.2 Lightning.
- 5.3 Aircraft or other aerial devices or articles dropped therefrom.
- 5.4 Explosion excluding Damage caused by the bursting of any boiler or other plant which belongs to You or is under Your control and in which internal pressure is due to steam only, but this shall not exclude Damage caused by explosion of:
 - (a) any boiler;
 - (b) gas;
used for domestic purposes only.
- 5.5 Earthquake excluding Damage caused by fire.
- 5.6 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
 - (a) Damage arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority;
 - (b) Damage arising from cessation of work;
 - (c) Damage in respect of any Building which is Unoccupied for a period in excess of thirty (30) consecutive days;
 - (d) Damage directly caused in the course of theft or attempted theft by malicious persons not acting on behalf of or in connection with any political organisation.

- 5.7 Storm or flood excluding:
- (a) Damage solely due to change in the water table level;
 - (b) Damage caused by frost subsidence ground heave or landslip;
 - (c) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time;
 - (d) Damage to trees plants shrubs and turf unless there is Damage to the Buildings at the same time.
- 5.8 Escape of water or oil from any tank apparatus pipe or appliance excluding:
- (a) Damage by water discharged or leaking from an automatic sprinkler installation;
 - (b) Damage in respect of any Building which is Unoccupied for a period in excess of thirty (30) consecutive days.
- 5.9 Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal.
- 5.10 Accidental escape of water from any automatic sprinkler installation excluding Damage:
- (a) by freezing in any building which is Unoccupied for a period in excess of ten consecutive days;
 - (b) by heat caused by fire.
- 5.11 Theft or attempted theft excluding:
- (a) any loss which the Insured is able to recover from another source;
 - (b) property in the open;
 - (c) property in outbuildings, in open fronted buildings or in buildings not on permanent foundations;
 - (d) Damage in respect of any Building which is Unoccupied for a period in excess of thirty (30) consecutive days.
- 5.12 Subsidence ground heave or landslip excluding:
- (a) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion;
 - (b) Damage resulting from:
 - (i) the construction demolition structural alteration or structural repair of any property;
 - (ii) groundworks or excavation works;at the Premises.
 - (c) Damage arising from normal settlement or bedding down of new structures;
 - (d) Damage commencing prior to the granting of cover under this insurance.

5.13 Any other accident excluding:

- (a) Damage by any:
 - (i) of the Perils;
 - (ii) of the causes expressly excluded from the Perils;specified in paragraphs 5.1 to 5.12 (whether or not insured);
- (b) Damage to any property caused by:
 - (i) its own faulty or defective design or materials;
 - (ii) inherent vice latent defect gradual deterioration wear and tear;
 - (iii) faulty or defective workmanship on the part of You or any of Your Employees;but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded;
- (c) Damage caused by:
 - (i) corrosion rust wet or dry rot mould marring scratching vermin or insects;
 - (ii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith;
 - (iii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates;but this shall not exclude:
 - (iv) such Damage which itself results from other Damage and is not otherwise excluded;
 - (v) subsequent Damage which itself results from a cause not otherwise excluded;
- (d) Damage caused by disappearance or unexplained loss;
- (e) Damage to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which:
 - (i) does not result from:
 - (A) the construction demolition structural alteration or structural repair of any property;
 - (B) groundworks or excavation works;at the Premises;
 - (ii) is not otherwise excluded;
- (f) Damage in respect of any Building which is Unoccupied for a period in excess of thirty (30) consecutive days.

6. BASIS OF CLAIMS SETTLEMENT

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be:

6.1 Reinstatement:

The amount payable in respect of Buildings shall be the cost of reinstatement of the Damage. For this purpose "reinstatement" means:

- (a) the rebuilding or replacement of Property Insured lost or destroyed which provided Our liability is not increased may be carried out:
 - (i) in any manner suitable to Your requirements;
 - (ii) upon another site;
- (b) the repair or restoration of Property Insured damaged;

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

6.2 Provided that:

- (a) Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property been wholly lost or destroyed.
- (b) 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 Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time.
- (c) No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement shall be made:
 - (i) unless reinstatement commences and proceeds without unreasonable delay;
 - (ii) until the cost of reinstatement shall have been actually incurred;
 - (iii) if the Property Insured at the time of the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement.
- (d) All the terms and conditions of this Policy shall apply:
 - (i) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
 - (ii) where claims are payable as if this Basis of Claims Settlement had not been incorporated.

The maximum amount We will pay in respect of any one item is the Sum Insured.

7. CLAUSES & CONDITIONS THAT APPLY TO SECTION 1 – PROPERTY DAMAGE

7.1 Acquisitions

The insurance for Buildings extends to include:

- (a) additions and extensions to the Property Insured (but not appreciation in value) made after the commencement of each annual Period of Insurance for an amount not exceeding 20% of the Sum Insured or €250,000 whichever is the less; and
- (b) any newly built or newly acquired Buildings for an amount not exceeding €500,000;

anywhere in the Territorial Limits;

Provided Your interest is not protected by any more specific insurance and provided You shall inform the Insurer as soon as practicable and pay the appropriate additional premium.

7.2 Architects, Surveyors, Legal and Consulting Engineers Fees

The insurance for Buildings includes an amount in respect of architects', surveyors', legal and consulting engineers' fees necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its Damage but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total the limits stated in the Basis of Claims Settlement.

7.3 Automatic Reinstatement after a Loss

In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by the Insurer or You and You shall pay any required premiums for reinstatement from that date.

The Insurer will not require any additional premium where the amount of the loss does not exceed 10% of the total of the Buildings Sums Insured.

7.4 Average (Underinsurance)

Where a Sum Insured is subject to Average if at the time of the Damage the Sum Insured is less than the actual value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss.

7.5 Buildings awaiting Demolition

If at the time of the Damage any Buildings are awaiting demolition the Insurer's liability shall be limited to the additional cost of removing debris, as detailed in Clause 7.27 – Removal of Debris, which are incurred by You solely as a result of Damage.

7.6 Buildings awaiting Refurbishment Redevelopment or Renovation

If at the time of the Damage any Buildings are awaiting refurbishment redevelopment or renovation the Insurer shall not be liable for any costs which would have been incurred by You in the absence of such Damage.

7.7 Change of Tenancy

You must advise the Insurer of all changes in tenancy or occupation within the Premises, as specified in Section 6 General Conditions 3 – Change in Circumstances.

7.8 Confirmation of Values at Risk

You must provide the Insurer at the inception of the Policy and annually thereafter with full details of the Declared Values.

7.9 Construction of Buildings

Except as otherwise agreed by the Insurer the Buildings described in the Schedule are of Standard Construction.

7.10 Damage to Landscaped Gardens

The Insurer will pay the reasonable costs and expenses incurred in replanting trees shrubs plants and turf used in landscaped gardens and grounds, belonging to You or for which You are responsible, as a result of Damage insured by this Section, being the cost of restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established provided that the Insurer's maximum liability for any one loss shall not exceed €10,000.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

7.11 Day One Basis

Applicable only to those items showing a Declared Value as stated in the Schedule.

- (a) The Declared Value (shown in brackets below the Sum Insured) incorporated in each item to which this clause applies, having been stated in writing by You, has been used as the basis for calculating the premium.

For the purposes of this clause Declared Value shall mean:

Your assessment of the cost of reinstatement of Buildings and Contents arrived at in accordance with paragraph 1 of the Basis of Claims Settlement condition of this Section at the level of costs applying at the start of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with an allowance for:

- (i) the additional cost of reinstatement to comply with:
 - (A) European Union Legislation;
 - (B) any other applicable legislation;
 - (ii) professional fees;
 - (iii) debris removal costs.
- (b) You must notify Us of the Declared Value at the start of each Period of Insurance. If You fail to notify Us of the Declared Value at the start of any Period of Insurance We will use the last Declared Value notified to Us for the following Period of Insurance.
- (c) Provisions 6.2 (b) and (d) of the Basis of Claims Settlement condition are for the purposes of this Day One Basis condition only deemed to be restated as follows:
- (i) If at the time of the Damage the Declared Value is less than the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (a) of this condition at the start of the Period of Insurance Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph (a) of this condition.
 - (ii) All the terms and conditions of this Policy shall apply:
 - (A) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
 - (B) where claims are payable as if this Basis of Claims Settlement had not been incorporated except that the Sums Insured shall be limited to 115% of the Declared Value.

7.12 Delays in Rebuilding

The Insurer shall not be liable for increases in costs attributable to unreasonable delays in rebuilding or restoring or complying with stipulations unless such delays are wholly outside of Your control.

7.13 Designation

For the purposes of determining where necessary the heading under which any property is insured the Insurer agrees to accept the designation under which such property has been entered in Your books.

7.14 Unoccupied Buildings Notification Condition

It is a condition precedent to the liability of the Insurer that whenever Buildings or parts thereof at the Premises are Unoccupied that you notify the Insurer as soon as is reasonably practicable You become aware:

- (a) that the Buildings or parts thereof at the Premises are Unoccupied; and/or
- (b) of any Damage to the Buildings or parts thereof at the Premises that are Unoccupied whether or not such loss, destruction or damage is insured.

You must pay an additional premium if required.

7.15 Inspection and Security of Unoccupied Buildings

It is a condition precedent to the liability of the Insurer that whenever Buildings or parts thereof at the Premises are Unoccupied for a period in excess of thirty (30) consecutive days:

- (a) the Buildings are inspected internally and externally at least once during each week by You or on Your behalf;
- (b) all trade refuse and waste materials are removed from the interior of the Buildings and no accumulation of refuse and waste be allowed in the adjoining yards or spaces You own;
- (c) You shall secure the Buildings and rectify any defects which render the Buildings insecure; and
- (d) the gas, water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire or intruder alarm system in operation and water needed to maintain any central heating system that is kept in operation for the dates).

7.16 European Community and Public Authorities (Including Undamaged Property)

Subject to the following Special Conditions the insurance for Buildings in this Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- (a) European Community legislation; or
- (b) Building or other regulations under or framed in pursuance of any applicable legislation; (hereafter referred to as 'Stipulations') in respect of:
 - (i) the lost, destroyed or damaged property thereby insured; and
 - (ii) undamaged portions of that property.

Excluding:

- (c) the cost incurred in complying with the Stipulations:
 - (i) in respect of Damage occurring prior to the inception of this Policy;
 - (ii) in respect of Damage not insured by the Policy;
 - (iii) under which notice has been served on You prior to the happening of the Damage;
 - (iv) for which there is an existing requirement which has to be implemented within a given period; and
 - (v) in respect of property entirely undamaged by any peril insured against by this Policy;
- (d) 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 the Stipulations not arisen;
- (e) 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 of that property by reason of compliance with the Stipulations.

Special Conditions

- (a) The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as the Insurer may agree (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Insurer under this clause not being increased.
- (b) If the liability of the Insurer under (any item of) this Section apart from this clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Insurer under this clause (in respect of any such item) shall be reduced in like proportion.
- (c) The total amount payable under (any item of) this Section in respect of this clause shall not exceed:
 - (i) €250,000 in respect of the lost, destroyed or damaged property;
 - (ii) €250,000 in respect of undamaged portions of property (other than foundations).
- (d) All the terms and conditions of the Policy except insofar as they are varied by this condition shall apply as if they had been incorporated herein.

7.17 Extinguishment, Fire Brigade Charges and Alarm Resetting

The Insurer will pay the reasonable costs and expenses incurred by You in refilling fire extinguishing appliances and or media recharging CO2 gas flooding systems, replacing used sprinkler heads, refilling sprinkler tanks where water is metered, for any fire brigade charges and or other extinguishing expenses and resetting fire or intruder alarms and close circuit television and similar systems as a result of Damage as insured by this Section.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

7.18 Fire Extinguishing Appliances

You shall take all reasonable measures to ensure that:

- (a) any sprinkler or alarm installation or other fire protection equipment for which a reduced premium rate is allowed is maintained in efficient working order;
- (b) the routine tests prescribed by the Insurer are carried out and any defects revealed by such tests are promptly remedied;
- (c) the Insurer's written consent is obtained to any proposed changes repairs or alterations to any sprinkler or alarm installation.

7.19 Further Investigation Expenses

Where a Building has suffered Damage and in the opinion of a competent construction professional there is a reasonable possibility of other Damage to portions of the same Building which is not immediately apparent the Insurer will pay the reasonable costs incurred by You with the Insurer's prior consent in establishing whether or not such Damage has occurred.

The Insurer will also pay the reasonable costs incurred by You in establishing whether or not other Buildings in the vicinity have suffered Damage in the same incident but only if such Buildings are subsequently found to have suffered Damage for which the Insurer is liable.

7.20 Glass Breakage

The Insurer will, at their option, pay for or make good to You any breakage or malicious scratching of internal or external fixed glass being Your property for which You are responsible at the Premises occurring during the Period of Insurance and being in sound condition at the inception of this Policy.

7.21 Inadvertent Omission to Insure

The insurance extends to include any Building within the Territorial Limits which You own or which You are responsible to insure which You have inadvertently failed to insure under this Policy or any other policy with the Insurer.

Provided that:

- (a) immediately on becoming aware of any Building not insured You shall arrange insurance with the Insurer with effect from inception of this Policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- (b) this clause shall not apply to any Premises covered under Clause 7.1 – Acquisitions.
- (c) the Insurer's maximum liability for any one claim will not exceed €250,000.
- (d) You shall carry out at not less than annual intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for such properties.
- (e) this clause shall only be effective if the Insurer is the sole provider of Buildings insurance in respect of Your properties owned in connection with the Business as defined in the Schedule and where You have an obligation to arrange such insurance.

7.22 Lessee and Third Party by virtue of contractual arrangements – Failure to Insure

The insurance extends to include any Building within the Territorial Limits which You own but for which the lessee is responsible by virtue of lease requirements or a third party by virtue of other contractual arrangements and which the lessee or third party has inadvertently failed to insure:

- (a) against all the Perils insured by this Policy; or

- (b) for a sufficient amount to provide for reinstatement of the Buildings as provided for by this Policy.

Provided that:

- (c) immediately on becoming aware of:
 - (i) any Building not insured for all the Perils insured by this Policy You shall arrange insurance for the uninsured Perils;
 - (ii) any Building not insured for a sufficient amount to provide for reinstatement of the Buildings You shall arrange insurance for the amount of reinstatement;

and pay the appropriate additional premium.

- (d) this clause shall not apply to any Premises covered under Clause 7.1 – Acquisitions or Clause 7.21 – Inadvertent Omission to Insure and in respect of Buildings under A above shall apply only for the Perils not insured by the lessee's or third party's policy.
- (e) the Insurer's maximum liability for any one claim will not exceed €250,000 but in no case shall the liability of the Insurer exceed the difference between the amount payable under any insurance effected by the lessee, third party, or any other insurance on the premises and the total cost of reinstatement provided by this Policy.
- (f) there shall be in force at the time of the Damage a valid and enforceable lease or contract requiring the property to be insured against some or all of the Perils insured hereby and the lessee or third party to make good any uninsured Damage.
- (g) You have procedures in place to ensure that the lessee or third party effects and maintains adequate insurance and wherever possible Your interest is noted and protected by a non- invalidation clause and lapse/cancellation notification undertaking.
- (h) the insurance under this clause shall be subject to all the terms conditions and exclusions of the Policy with the exception of Clause 7.32 – Subrogation Waiver which is restated as follows:

In the event of a claim arising under this Section the Insurer agrees to waive any rights remedies or relief to which they might have become entitled by subrogation against:

- (i) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
- (ii) any Company which is a subsidiary of a parent company of which You are a subsidiary;

in each case within the meaning of the applicable companies legislation, as appropriate, current at the time of Damage;

- (i) the Insurer shall not be liable:
 - (i) for the amount of any Excess or deductible under any more specific insurance;
 - (ii) where the lessee's or third party's policy fails due to breach of any condition or warranty contained within the lessee's or third party's policy as a result of the action of the Landlord;
 - (iii) where any loss destruction or damage has been declined by any Insurer or made the subject of requirements which have not been completed;
 - (iv) due to the failure of the lessee or third party to make or pursue a legitimate insurance claim.

7.23 Loss of Metered Utilities

The Insurer will pay the cost of additional metered electricity gas oil or water charges being those incurred by You following accidental discharge from a metered system as a result of Damage as insured by this Section except those in respect of any loss which has not been discovered and remedial action taken within thirty (30) days of occurrence of the Damage provided that the Insurer's maximum liability for any one loss shall not exceed €10,000.

7.24 Other Interests

The interests of freeholders lessees underlessees assignees and/or mortgagees of Buildings insured by this Section of the Policy are noted in the insurance provided subject to their names being disclosed by You to the Insurer in the event of any claim arising.

7.25 Reinstatement by the Insurer

If any Property Insured is to be reinstated or replaced by the Insurer You shall at Your own expense provide all such plans, documents, books and information as may be reasonably required. The Insurer shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and the maximum amount payable in respect of any one of the items insured is its Sum Insured.

7.26 Reinstatement to Match

Where the Property Insured has suffered Damage You may replace repair or restore the property with equivalent property which employs current technology, and replacement repair or restoration with such property for the purposes of this Section shall not be regarded as being better or more extensive than when new.

This Section further extends to include the replacement or modification of undamaged property in so far as it is necessary to adapt it to operate in conjunction with that property which has been replaced repaired or restored provided that the Insurer's maximum liability is not increased beyond that amount that would otherwise have been payable for the replacement repair or restoration of the property destroyed in its original form.

When the Property Insured is damaged or destroyed in part only, We will not pay more than the amount representing the cost which We would pay for the reinstatement if such property had been wholly destroyed.

7.27 Removal of Debris

The insurance for Buildings includes an amount in respect of costs and expenses necessarily incurred by You with the Insurer's consent in:

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

of the portions of the Property Insured as a result of Damage insured against by this Policy.

Excluding any costs or expenses:

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

The liability of the Insurer in respect of any item shall in no case exceed the limits stated in the Basis of Claims Settlement.

7.28 Rent of Residential Property and Alternative Residential Accommodation

In the event of Damage to Premises occupied totally or partially for residential purposes which renders the Premises or parts thereof unfit to live in or access is denied the Insurer will pay:

- (a) where no Sum Insured on Rent for the residential portions has been allocated such loss of Rent Receivable and other costs as specified under Section 2 – Loss of Rental Income;
- (b) alternatively the cost of any expenditure incurred in the provision of comparable accommodation for the benefit of any resident and for the temporary storage of residents' furniture and the costs of reasonable accommodation in kennels and/or catteries for residents' dogs and/or cats, if dogs and/or cats are not permitted in such residents' alternative accommodation.

For the purposes of this clause:

- (a) the Indemnity Period shall be a maximum period of three years from the date of the Damage for which the Insurer shall be liable to pay any loss; and
- (b) any Condition of Average is deleted.

The Insurer's maximum liability under this clause shall not exceed the corresponding limit shown in the Schedule. If there is no corresponding limit stated in the schedule the extension will be deemed non operational.

7.29 Repairs and Alterations

Tradesmen may be employed to effect repairs or minor alterations in all or any of the Buildings insured without prejudice to this insurance.

7.30 Sale of Property Insured

If at the time of Damage You have contracted to sell Your interest in any Building insured by this Policy and the purchase has not been, but is later, completed, the purchaser, on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by him or on his behalf), shall be entitled to the benefit under this Section so far as it relates to such Damage without prejudice to the rights and liabilities of You or the Insurer until completion.

7.31 Seventy Two Hour Clause

In respect of Peril 5.7 – Storm or Flood only, Damage occurring continuously or intermittently during any period of 72 hours shall be deemed to constitute one loss at each separate Premises for the purpose of the application of any Excess.

7.32 Subrogation Waiver

In the event of a claim arising under this Section the Insurer agrees to waive any rights remedies or relief to which they might have become entitled by subrogation against:

- (a) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
- (b) any Company which is a subsidiary of a parent company of which You are a subsidiary;

in each case within the meaning of the applicable companies legislation, as appropriate, current at the time of Damage;

- (c) a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless Damage arises out of a criminal fraudulent or malicious act.

7.33 Subsidence Ground Heave and Landslip

Special Conditions for Peril (5.12) Subsidence Ground Heave and Landslip.

Insofar as this insurance relates to Damage caused by subsidence ground heave or landslip:

- (a) You shall notify the Insurer immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- (b) the Insurer shall then have the right to vary the terms or cancel this cover.

7.34 Temporary Removal

This insurance extends to include any Landlord's fixtures and fittings or other property within the definition of Buildings whilst temporarily at other premises within the Territorial Limits for cleaning renovation or repair or other similar purposes and whilst in transit between the Buildings and such temporary locations by road rail or inland waterway but only to the extent that the property is not otherwise insured.

7.35 Trace and Access

In the event of the escape of water or oil from any tank apparatus or pipe and accidental damage to cables underground pipes and drains serving the Premises the Insurer will pay:

- (a) the reasonable costs necessarily incurred by You in locating the source and subsequent making good of Damage, provided such Damage is insured by this Section; and
- (b) the cost of repairing or replacing tanks, apparatus, pipes or appliances which have been damaged by freezing.

Provided that the maximum amount payable in any one Period of Insurance shall not exceed:

- (c) €15,000 in respect of any one occurrence; and
- (d) €15,000 in aggregate.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

7.36 Unauthorised Use of Utilities

The Insurer will pay the cost of metered electricity gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying the Premises without Your authority provided that You shall take all practical steps to terminate such unauthorised use as soon as it is discovered and that the Insurer's maximum liability for any one loss shall not exceed €15,000.

7.37 Value Added Tax

The insurance by each item on Buildings extends to include Value Added Tax paid by You which is not subsequently recoverable;

Provided that:

- (a)
 - (i) Your liability for such tax arises solely as a result of the reinstatement or repair of the Buildings to which such item relates following Damage;
 - (ii) the Insurer has paid or has agreed to pay for such Damage;
 - (iii) if any payment made by the Insurer in respect of the reinstatement or repair of such Damage is less than the actual cost of reinstatement or repair any payment under this clause resulting from that Damage shall be reduced in like proportion.
- (b) Your liability for such tax does not arise from the replacement Buildings having greater floor area than or being better or more extensive than the destroyed or damaged Buildings.
- (c) where an option to reinstate on another site is exercised the Insurer's liability under this clause shall not exceed the amount of tax that would have been payable had the Buildings been rebuilt on its original site.
- (d) the Insurer's liability under this clause shall not include amounts payable by You as penalties or interest for non-payment or late payment of tax.
- (e) terms to the contrary elsewhere in this Policy are over-ridden as follows in respect of those items to which this clause applies:
 - (i) for the purpose of any condition of Average rebuilding costs will be exclusive of Value Added Tax;
 - (ii) the liability of the Insurer may exceed the Sum Insured by an individual item on Buildings or in the whole the total Sum Insured where such excess is solely in respect of Value Added Tax.

7.38 Theft Damage to Buildings

It is agreed that Exclusions (b) and (c) to Peril (5.11) Theft or attempted theft shall not apply to Damage to Buildings caused by theft or attempted theft but excluding Damage to:

- (a) Buildings which are Unoccupied;
- (b) outbuildings, tunnels, gangways, conveniences, loading bay service areas, lamp posts and street and garden furniture, swimming pools and tennis courts;
- (c) walls, gates and fences;
- (d) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises, and extending to the public mains;
- (e) yards, car parks, roads, pavements & forecourts; and
- (f) septic tanks, water, oil and gas fuel storage tanks and ancillary equipment & pipework.

7.39 Abortive Repairs, Investigations and Tests

In respect of any Damage as insured hereby the Insurer will pay with their prior consent costs and expenses reasonably incurred by You in respect of abortive repairs, investigations and tests provided that the Insurer's maximum liability for any one loss shall not exceed €25,000.

7.40 Aerials

This Section includes Damage resulting from breakage of, collapse of and or falling aerials and/or satellite dishes and/or any other communication equipment.

This Extension shall not apply to Buildings which are Unoccupied.

7.41 Emergency Services

This Section insures the costs and expenses incurred by you following Damage as insured hereby resulting from the actions of the emergency services including deliberate acts where such deliberate acts are for the purpose of safeguarding human life and or minimising Damage as insured hereby provided that the Insurer's maximum liability for any one loss shall not exceed €25,000.

7.42 Extra Security Costs

This Section insures reasonable and necessary Extra Security Costs incurred with the Insurer's prior consent by You following Damage as insured hereby provided that the Insurer's maximum liability for any one loss shall not exceed €25,000.

Extra Security Costs for the purpose of this Extension shall mean:

Those costs reasonably incurred and necessitated in order to provide the Premises with temporary additional physical protection including but not limited to:

- (a) boarding up windows, doors, fanlights, skylights and other openings;
- (b) the provision of temporary doors;
- (c) weatherproofing the Buildings and making temporary repairs;
- (d) making the Buildings secure; and
- (e) securing the site.

7.43 Fly Tipping

This Section insures costs and expenses necessarily and reasonably incurred in:

- (a) clearing, treating and removing anything illegally or maliciously deposited in or around the Buildings; or
- (b) site cleaning as a result of a) above to a depth not exceeding one metre or a greater depth if the Insurer agrees (such agreement not to be unreasonably withheld) as a result of anything having been illegally or maliciously deposited in or around the Buildings.

Provided that the maximum amount payable in any one Period of Insurance shall not exceed:

- (a) €10,000 in respect of any one occurrence; and
- (b) €10,000 in aggregate.

This Extension shall not apply to Buildings which are Unoccupied.

7.44 Loss Reduction Expenses

This Section insures costs and expenses necessarily and reasonably incurred by or on behalf of You to prevent or minimise actual or imminent Damage as insured hereby at the Premises provided such costs are:

- (a) directly related to Damage as insured hereby which is likely to occur in the immediate future unless urgent preventative action be taken; and
- (b) not more specifically insured under this or any other policy, bond, indemnity, security or other legal binding agreement.

Provided that the Insurer's maximum liability for any one loss shall not exceed €10,000.

7.45 Trees

This Section insures Damage resulting from falling trees including the cost of removing the fallen tree or parts thereof and or the cost of felling and or lopping and removing trees which represent an immediate threat to the safety of life and or Damage as insured hereby to Buildings provided that the Insurer's maximum liability for any one loss shall not exceed €10,000.

Section 2 – Loss of Rental Income

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

1. DEFINITIONS FOR SECTION 2 – LOSS OF RENTAL INCOME

Territorial Limits

The Republic of Ireland

Damage

Loss or destruction of or damage to property used by You at the Premises for the purpose of the Business.

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 thereof.

Maximum Indemnity Period

The Period as stated in the Schedule.

Rent Receivable

The money paid or payable to You by tenants for accommodation and services provided in the course of the Business at the Premises.

Annual Rent Receivable

The Rent Receivable during the twelve months immediately before the date of the Damage.

Standard Rent Receivable

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

*Under **Annual Rent Receivable** and **Standard Rent Receivable**, 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.*

Unoccupied

Unoccupied shall mean any Building or part thereof that is:

- (a) not in active use; and/or
- (b) untenanted; and/or
- (c) empty, void vacant or disused; and/or

(d) awaiting refurbishment, redevelopment, renovation or demolition.

2. COVER

2.1 We will indemnify You in respect of any interruption or interference with the Business occurring during the Period of Insurance at the Premises and caused by any of the following Perils if shown as operative in the Schedule.

2.2 Provided that at the time of the happening of the Damage there is an insurance in force covering Your interest in the Buildings where the Damage occurred and that:

(a) payment shall have been made or liability admitted therefore; or

(b) payment would have been made or liability admitted therefore but for the operation of a proviso in such insurance excluding liability for losses below a specified amount;

except that this clause shall not apply in respect of any item on Rent Receivable where another party (not being the Insured) is responsible for insuring the Buildings by virtue of lease or other contractual arrangements.

2.3 The liability of the Insurer under this Section shall not exceed:

(a) 200% of the Rent Receivable shown in the Schedule; and

(b) 100% of the Sum Insured shown in the Schedule for each other item or extension;

unless otherwise agreed by Us.

3. PERILS (OPERATIVE ONLY IF STATED IN THE SCHEDULE)

3.1 Fire excluding Damage by explosion resulting from fire.

3.2 Lightning.

3.3 Aircraft or other aerial devices or articles dropped therefrom.

3.4 Explosion excluding Damage caused by the bursting of any vessel machine or apparatus belonging to You or under Your control and in which internal pressure is due to steam only;

but this shall not exclude Damage caused by explosion of:

(a) any boiler used for domestic purposes only or of any other boiler or economiser on the Premises;

(b) gas used for domestic purposes only.

3.5 Earthquake excluding Damage caused by fire.

3.6 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding:

(a) Damage arising from nationalisation confiscation requisition seizure or destruction by order of the government or any public authority;

(b) Damage arising from cessation of work;

(c) Damage in respect of any Building which is Unoccupied for a period in excess of thirty (30) consecutive days;

- (d) Damage directly caused in the course of theft or attempted theft by malicious persons not acting on behalf of or in connection with any political organisation.

3.7 Storm or flood excluding:

- (a) Damage solely due to change in the water table level;
- (b) Damage caused by frost subsidence ground heave or landslip;
- (c) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time;
- (d) Damage to trees plants shrubs and turf unless there is Damage to the Buildings at the same time.

3.8 Escape of water or oil from any tank apparatus pipe or appliance excluding:

- (a) Damage by water discharged or leaking from an automatic sprinkler installation;
- (b) Damage in respect of any Building which is Unoccupied for a period in excess of thirty (30) consecutive days.

3.9 Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal.

3.10 Accidental escape of water from any automatic sprinkler installation excluding Damage:

- (a) by freezing in any building which is Unoccupied for a period in excess of ten consecutive days;
- (b) by heat caused by fire.

3.11 Theft or attempted theft excluding:

- (a) any loss which the Insured is able to recover from another source;
- (b) property in the open;
- (c) property in outbuildings, in open fronted buildings or in buildings not on permanent foundations;
- (d) Damage in respect of any Building which is Unoccupied for a period in excess of thirty (30) consecutive days.

3.12 Subsidence ground heave or landslip excluding:

- (a) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion;
- (b) Damage resulting from:
 - (i) the construction demolition structural alteration or structural repair of any property;
 - (ii) groundworks or excavation works;at the Premises.
- (c) Damage arising from normal settlement or bedding down of new structures; and
- (d) Damage commencing prior to the granting of cover under this insurance.

3.13 Any other accident excluding:

- (a) Damage by any:
 - (i) of the Perils;
 - (ii) of the causes expressly excluded from the Perils;specified in paragraphs 3.1 to 3.12 (whether or not insured);
- (b) Damage to any property caused by:
 - (i) its own faulty or defective design or materials;
 - (ii) inherent vice latent defect gradual deterioration wear and tear;
 - (iii) faulty or defective workmanship on the part of You or any of Your Employees;but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded;
- (c) Damage caused by:
 - (i) corrosion rust wet or dry rot marring scratching vermin or insects;
 - (ii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping in connection therewith;
 - (iii) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates;but this shall not exclude:
 - (iv) such Damage which itself results from other Damage and is not otherwise excluded;
 - (v) subsequent Damage which itself results from a cause not otherwise excluded;
- (d) Damage caused by disappearance or unexplained loss;
- (e) Damage to any building or structure caused by its own collapse or cracking unless resulting from a sudden identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which:
 - (i) does not result from:
 - (A) the construction demolition structural alteration or structural repair of any property;
 - (B) groundworks or excavation works;at the Premises;
 - (ii) is not otherwise excluded;
- (f) Damage in respect of any Building which is Unoccupied for a period in excess of thirty (30) consecutive days;

4. BASIS OF CLAIMS SETTLEMENT

Unless stated otherwise in the Schedule the basis of settlement under this Section shall be:

4.1 The insurance on Rent Receivable is limited to:

- (a) loss of Rent Receivable; and
- (b) increase in cost of working.

4.2 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 fall short of the Standard Rent Receivable in consequence of the Damage; and

(b) in respect of increase in cost of working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss 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 such charges and expenses of the Business payable out of Rent Receivable as may cease or be reduced in consequence of the Damage.

Provided that:

if the Sum Insured by the item on Rent Receivable be 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.

5. CLAUSES & CONDITIONS THAT APPLY TO SECTION 2 – LOSS OF RENTAL INCOME

5.1 Acquisitions

The Insurer will pay for loss of Rent Receivable for any newly acquired or newly erected Buildings or alterations additions or extensions to Buildings covered under Section 1 – Property Damage that is not otherwise insured;

Provided that:

- (a) the most the Insurer will pay at any one situation is €250,000 in respect of any newly acquired or newly erected Buildings or 20% of the Sum Insured under this Section up to a maximum of €250,000 in respect of alterations additions or extensions to Buildings during any one Period of Insurance;
- (b) You must inform the Insurer as soon as practicable of any acquisitions as detailed above and take out insurance cover from the date the Insurer's liability commenced.

5.2 Alternative Premises

If in consequence of the Damage You shall use other premises to provide accommodation to tenants the Rent Receivable from those premises during the Indemnity Period shall be taken into account in assessing the loss of Rent.

5.3 Automatic Reinstatement after a Loss

In the event of loss the Sums Insured will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by the Insurer or You and You shall pay any required premiums for reinstatement from that date.

The Insurers will not require any additional premium where the amount of the loss does not exceed 10% of the total of the Loss of Rental Income Sums Insured.

5.4 Buildings Awaiting Sale

If at the time of Damage You shall have contracted to sell Your interest in the Premises or shall have accepted an offer in writing to purchase Your interest in the Premises subject to contract and the sale is cancelled or delayed solely in consequence of the Damage, then provided You shall make all reasonable efforts to complete the sale of the Premises as soon as practicable after the Damage You may opt for the amount payable by the Insurer to be as follows:

- (a) during the period prior to the date upon which but for the Damage the Premises would have been sold:

the loss of Rent Receivable being:

the actual amount of the reduction in Rent Receivable solely in consequence of the Damage;

- (b) during the period commencing with the date upon which but for the Damage the Premises would have been sold and ending with the actual date of sale or with the expiry of the Indemnity Period if earlier:

the loss in respect of interest being:

- (i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business;

- (ii) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph (i) above);

less any amount receivable in respect of Rent Receivable.

This clause also covers with the consent of the Insurer the additional expenditure being the expenditure necessarily and reasonably incurred during the Indemnity Period in consequence of the Damage solely to avoid or minimise the loss payable under a) and b) above.

5.5 Confirmation of Values at Risk

You must provide the Insurer at the inception of the Policy and annually thereafter with full details of the Rent Receivable.

5.6 Cost of Re-letting

The Insurer will pay costs and expenses that You necessarily and reasonably incur with the consent of the Insurer during the Indemnity Period in re-letting the Premises (including legal fees in connection with the re-letting) solely in consequence of the Damage.

5.7 Failure of Supply

This Section includes loss resulting from interruption of or interference with the Business as insured as a result of the accidental failure of supply of:

- (a) electricity at the terminal ends of the service provider's feeders at the Premises;

- (b) gas at the service provider's meters at the Premises;

- (c) water at the service provider's main stop cock serving the Premises (other than by drought);
- (d) telecommunications services (excluding the provision of extranets or access to or presence on the internet or access to applications and related services over the internet) at the incoming line terminals or receivers at the Premises but excluding satellites;

not occasioned by the deliberate act of any service provider nor by the exercise by any such provider of its power to withhold or restrict supply or provision of telecommunication services.

Special Conditions applicable to this clause:

- (e) the Maximum Indemnity Period shall not exceed 3 months in respect of telecommunications services;
- (f) the Indemnity Period shall commence 24 hours after the commencement of the failure of supply including telecommunications services and not as stated in the Definitions.

Provided that the Insurer's liability for any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or €100,000 whichever is the less.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

5.8 Inadvertent Omission to Insure

The insurance extends to include any Rent Receivable of any Building within the Territorial Limits which You own or which You are responsible to insure which You have inadvertently failed to insure under this Policy or any other policy with the Insurer.

Provided that:

- (a) immediately on becoming aware of any Rent Receivable not insured You shall arrange insurance with the Insurer with effect from inception of this Policy or the date upon which the insurance should have been arranged whichever is the later and pay the appropriate additional premium.
- (b) this clause shall not apply to any Premises covered under Clause 5.1 – Acquisitions.
- (c) the Insurer's maximum liability for any one claim will not exceed €100,000.
- (d) You shall carry out at not less than annual intervals a check of all properties owned or leased by You and for which You are responsible to ensure that effective insurance is in force for such properties.
- (e) this clause shall only be effective if the Insurer is the sole provider of Rent Receivable insurance in respect of Your properties owned in connection with the Business as defined in the Schedule and where You have an obligation to arrange such insurance.

5.9 Denial of Access –Vermin, Defective Sanitary Arrangements, Murder or Suicide

The Insurer shall indemnify You in respect of interruption of or interference with the Business during the Indemnity Period following:

- (a) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority;
- (a) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority; or
- (b) any occurrence of murder or suicide at the Premises.

- (c) For the purposes of this clause:

Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the occurrence discovery or accident beginning:

- (i) in the case of c) above with the date of the occurrence or discovery; or
- (ii) in the case of a) and b) above the date from which the restrictions on the Premises applied;

and ending not later than the Maximum Indemnity Period thereafter shown below.

Premises shall mean only those locations stated in the Premises definition. In the event that the Section includes an extension which deems loss destruction or damage at other locations to be Damage such extension shall not apply to this clause.

- (d) The Insurer shall not be liable under this clause for any costs incurred in the cleaning repair replacement recall or checking of property.
- (e) The Insurer shall only be liable for the loss arising at those Premises which are directly affected by the occurrence discovery or accident.
- (f) Maximum Indemnity Period shall mean 3 months.

Provided that the Insurer's liability for any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or €150,000 whichever is the less.

This Extension shall not apply to Premises at which the Buildings are Unoccupied.

5.10 Managing Agents Premises

The insurance by each item on Rent Receivable is extended to include loss as insured by this Section resulting solely from Damage to buildings or other property at any location within the Territorial Limits owned or occupied by Your managing agents for the purposes of their business in consequence of which the Rent Receivable by the Insured is reduced.

Provided that the Insurer's liability any one loss under this clause shall not exceed 10% of the Sum Insured by the relevant item or €50,000 whichever is the less.

5.11 New Business

For the purpose of any claim arising from Damage occurring before the completion of the first years trading of the Business at the Premises such loss will be ascertained by applying the Rent Receivable earned during the period between the commencement of the Business and the date of the Damage to the amount by which the Rent Receivable during the period of interruption or interference will have fallen short of the proportional equivalent for that period of the Rent Receivable realised during the period between the commencement of the Business and the date of the Damage.

5.12 Payments on Account

Payments on Account may be made during the Indemnity Period if required on the date which but for the Damage the Rent would have been due from the lessee.

5.13 Professional Accountants and Legal Fees

The Insurer will pay the reasonable charges payable by You to:

- (a) Your professional accountants for producing information required by the Insurer, under Obligation 1 (e) of Section 8 – Claims Procedure, and for reporting that such information is in accordance with Your accounts;

- (b) Your lawyers for determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease;

but not for any other purposes in the preparation of any claim.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the Sum Insured.

5.14 Lessee and Third Party by virtue of contractual arrangements – Failure to Insure

The insurance extends to include loss as insured by this Section resulting from interruption of or interference with the Business in consequence of loss, destruction of or damage to any building within the Territorial Limits which You own but for which the lessee is responsible by virtue of lease requirements or a third party by virtue of other contractual arrangements and which the lessee or third party has inadvertently failed to insure:

- (a) against all the Perils insured by this Policy; or
- (b) for a sufficient amount to provide for reinstatement of the Buildings as provided for by this Policy.

Provided that:

- (a) immediately on becoming aware of:
 - (i) any Building not insured for all the Perils insured by this Policy You shall arrange insurance for the uninsured Perils;
 - (ii) any Building not insured for a sufficient amount to provide for reinstatement of the Buildings You shall arrange insurance for the amount of reinstatement;

and pay the appropriate additional premium.

- (b) this clause shall not apply to any Premises covered under Clause 5.1 – Acquisitions or Clause 5.8 – Inadvertent Omission to Insure and in respect of Buildings under A above shall apply only for the Perils not insured by the lessee's or third party's policy.
- (c) the Insurer's maximum liability for any one claim will not exceed €250,000 but in no case shall the liability of the Insurer exceed the difference between the amount payable under any insurance effected by the lessee, third party or any other insurance on the premises and the total cost of reinstatement provided by this Policy.
- (d) there shall be in force at the time of the Damage a valid and enforceable lease or contract requiring the property to be insured against some or all of the Perils insured hereby and the lessee or third party to make good any uninsured Damage.
- (e) You have procedures in place to ensure that the lessee or third party effects and maintains adequate insurance and wherever possible Your interest is noted and protected by a non-invalidation clause and lapse/cancellation notification undertaking.
- (f) the insurance under this clause shall be subject to all the terms conditions and exclusions of the Policy.
- (g) the Insurer shall not be liable:
 - (i) for the amount of any Excess or deductible under any more specific insurance;
 - (ii) where the lessee's or third party's policy fails due to breach of any condition or warranty contained within the lessee's or third party's policy as a result of the action of the Landlord;

- (iii) where any loss destruction or damage has been declined by any Insurer or made the subject of requirements which have not been completed;
- (iv) due to the failure of the lessee or third party to make or pursue a legitimate insurance claim.

5.15 Subrogation Waiver

In the event of a claim arising under this Section the Insurer agrees to waive any rights remedies or relief to which they might have become entitled by subrogation against:

- (a) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
- (b) any Company which is a subsidiary of a parent company of which You are a subsidiary;

in each case within the meaning of the applicable companies legislation, as appropriate, current at the time of Damage;

- (c) a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless Damage arises out of a criminal fraudulent or malicious act.

5.16 Subsidence Ground Heave and Landslip

Special Conditions for Peril 3.12 Subsidence Ground Heave and Landslip.

Insofar as this insurance relates to Damage caused by subsidence ground heave or landslip:

- (a) You shall notify the Insurer immediately You become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- (b) the Insurer shall then have the right to vary the terms or cancel this cover.

5.17 Break Clause

This section shall not be prejudiced by any insurance or casualty break clause in a lease which enables a lessee to determine the lease in the event of Damage.

5.18 Unoccupied Buildings

Where the Buildings or any part of them are Unoccupied and sustain Damage during the Period of Insurance the Insurer's maximum liability will be the loss of Rent Receivable during the period of reinstatement or repair and will be calculated based solely upon any tenancy agreement in respect of such Building in existence at the time of the Damage occurring.

5.19 Value Added Tax

To the extent that You are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such tax.

Section 3 – Employers’ Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

1. DEFINITIONS FOR SECTION 3 – EMPLOYERS’ LIABILITY

Injury

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

Offshore

Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Territorial Limits

- (a) The Republic of Ireland
- (b) Elsewhere in the world, other than Offshore, in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in a) above.

2. COVER

The Insurer will indemnify You against all sums that You shall become legally liable to pay as damages, together with costs and expenses shown below, in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of his employment by You in the course of the Business.

2.1 Limit of Indemnity

The liability of the Insurer under this Section for damages, costs and expenses payable in respect of any one claim or series of claims against You arising out of one event shall not exceed the amount stated in the Schedule.

2.2 Costs and expenses shall be deemed to mean:

- (a) costs and expenses of claimants for which You are legally liable;
- (b) other costs and expenses incurred with the Insurer’s written consent in respect of any claim which may be the subject of indemnity under this Section;
- (c) solicitors’ fees incurred with the Insurer’s written consent for:
 - (i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury;
 - (ii) representation at a Coroner’s Court or Fatal Accident Inquiry (or any equivalent proceedings) in respect of any death;

which may be the subject of indemnity under this Section;

- (d) legal costs and expenses incurred with the Insurer’s written consent by You and, at Your request, any director or Employee, and costs awarded against You or the director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting

from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work Act 1974 or similar safety legislation of Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands or the Isle of Man provided that:

- (i) the proceedings relate to the health safety or welfare of Employees;
- (ii) the Insurer will not indemnify You in respect of:
 - (A) proceedings consequent upon a deliberate act by or omission by You, any director or Employee;
 - (B) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices; or
 - (C) costs and expenses insured by any other policy.
- (e) legal costs and expenses incurred with the Insurer's written consent by You, and costs awarded against You arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of the defence of criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation provided that:
 - (i) the liability of the Insurer for all legal costs and expenses payable in any one Period of Insurance shall not exceed the sum of €5,000,000 or the Limit of Indemnity stated in the Schedule whichever is the lesser and will form part of and not be in addition to the Limit of Indemnity stated in the Schedule;
 - (ii) the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business;
 - (iii) the Insurer will not indemnify You in respect of:
 - (A) proceedings which result from any deliberate act or omission by You;
 - (B) any fines or penalties of any kind;
 - (C) any remedial or publicity orders or any steps required to be taken by such orders;
 - (D) costs and expenses insured by any other policy.

2.3 Additional Persons Insured

- (a) In the event of the death of any person entitled to indemnity under this Section the Insurer will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- (b) At Your request the Insurer will indemnify in the terms of this Section:
 - (i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
 - (ii) any of Your directors or Employees in respect of liability arising in connection with the Business;

Provided that You would have been entitled to indemnity under this Section if the claim had been made against You;

- (iii) any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
- (iv) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official;
- (v) any officers or trustees of Your pension scheme;

Provided that:

- (a) each person shall as though he were You observe fulfil and be subject to the terms of this Section insofar as they can apply; and
- (b) the Insurer shall retain the sole conduct and control of all claims.

2.4 Right of Recovery

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the Republic of Ireland but You shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law.

2.5 Unsatisfied Court Judgments

In the event of Injury to an Employee, sustained during the Period of Insurance and arising out of his employment by You in the course of the Business, which results in a judgment for damages being obtained by such Employee, or his personal representatives, and which remains unsatisfied in whole or in part six months after the date of such judgment, the Insurer will, at Your request, pay to the Employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) the judgment for damages is obtained:
 - (i) in a court of law within the Republic of Ireland; and
 - (ii) against a company, partnership or individual other than You, conducting a business at or from premises within the territories described in i) above;
- (b) there is no appeal outstanding;
- (c) the judgment relates to Injury which would otherwise be within the terms of the Policy; and
- (d) if any payment is made under the terms of this clause the Employee or the personal representative of the Employee shall assign the judgment to the Insurer.

3. EXCLUSIONS

What is not covered (*see also General Exclusions*):

- 3.1 So far as concerns the liability of any principal or liability assumed by You under agreement, and which would not have attached in the absence of such agreement, this Section shall not apply to 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; or
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

- 3.2 Any liability for which compulsory motor insurance or security is required under any compulsory road traffic legislation.
- 3.3 We will not be liable in connection with any work Offshore. If We are required by law to make a payment regarding Offshore cover then a Limit of Indemnity of €5,000,000 for any one occurrence inclusive of all costs and expenses shall apply.
- 3.4 More than €5,000,000 including Claimant's Costs, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) arising out of one event which falls within the definition of Terrorism under this Policy.
- 3.5 More than €5,000,000 including Claimant's Costs, Defence Costs and under all extensions in respect of any one claim or series of claims (regardless of the number of claimants) directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising out of the manufacture of, mining of, use of, sale of, installation of, survey or investigation of, management of, removal or distribution of, existence of or exposure to asbestos products, asbestos fibres or asbestos dust or property or materials containing any of the foregoing.

Sub-Section 4(a) – Property Owners’ Public Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

1. DEFINITIONS FOR SUB-SECTION 4(A) – PROPERTY OWNERS’ PUBLIC LIABILITY

Injury

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

Offshore

Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Products Supplied

Product or item, including containers, packaging, instruction, or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of You or any structure, constructed, erected or installed or contract work executed by or on behalf of You in the course of the Business.

Territorial Limits

- (a) The Republic of Ireland
- (b) manual and non-manual work carried out during temporary visits anywhere in the world other than the United States of America or Canada in the course of the Business by any person normally resident within the territories described in a) above.
- (c) non-manual work carried out during temporary visits to the United States of America or Canada by any person normally resident within the territories described in a) above.

Excess

The first amount of each and every claim (as shown in the Schedule) for which You are responsible at each separate Premises after the application of all other terms and conditions of the insurance.

2. COVER

2.1 Indemnity

The Insurer will indemnify You against all sums that You shall become legally liable to pay as damages in respect of accidental:

- (a) Injury to any person;
- (b) loss of or damage to material property;
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; or
- (d) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy; occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

2.2 Limit of Indemnity

The liability of the Insurer for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the amount stated in the Schedule for any one event.

2.3 Contingent Motor Liability

Notwithstanding Exclusion 3 under '**What is not covered.**' the Insurer will indemnify You in the terms of this Section against legal liability in respect of Injury, loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by You.

The Indemnity will not apply to legal liability:

- (a) in respect of loss of or damage to any such vehicle or to goods carried in or on the vehicle;
- (b) in respect of Injury, loss of or damage arising while such vehicle is being:
 - (i) driven by You;
 - (ii) driven with the general consent of You or of Your representative by any person who to the knowledge of You or Your representative does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding such a licence;
 - (iii) used elsewhere than in the Republic of Ireland; or
 - (iv) engaged in racing, pace making reliability trials or speed testing;
- (c) in respect of which You are entitled to indemnity under any other insurance.

2.4 Defective Premises

The Insurer will indemnify You in respect of Injury or loss or damage to Property which You may incur as owner by virtue of applicable legislation concerning liability in respect of defective premises in connection with any premises which have been disposed of by You and which prior to disposal were occupied by You in connection with the Business.

2.5 The Indemnity will not apply to legal liability:

- (a) for which You are entitled to indemnity under any other policy of insurance;
- (b) for Injury, loss or damage happening prior to such disposal; or
- (c) for the cost of repairing, replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship.

2.6 Libel and Slander

The Insurer will indemnify You in respect of legal liability to pay damages and claimants costs and expenses in respect of claims made against You during the Period of Insurance arising from any act of libel or slander committed or uttered in good faith by You during the Period of Insurance in the course of the Business.

Provided always that:

- (a) the indemnity granted by this clause will apply solely to the Insured's in-house and trade publications;

- (b) the liability of the Insurer under this clause will not exceed €250,000 in any one Period of Insurance.

2.7 Overseas Personal Liability

The Insurer will indemnify You and, if You so request, any of Your directors, partners or Employees or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the Republic of Ireland in connection with the Business.

2.8 The Indemnity will not apply to legal liability:

- (a) arising out of the ownership or occupation of land or buildings; or
- (b) in respect of which any person referred to is entitled to indemnity under any other insurance.

2.9 Rented Premises

Exclusion 3.1 (e)(ii) under “**What is not covered:**” shall not apply to premises leased, let, rented, hired or lent to You.

The Indemnity will not apply to legal liability in respect of:

- (a) loss or damage arising under agreement unless liability would have attached to You in the absence of such agreement;
- (b) loss of or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by You or on Your behalf; and
- (c) the first €500 of each and every occurrence of loss or damage caused otherwise than by fire or explosion.

3. EXCLUSIONS

What is not covered (see also General Exclusions):

3.1 Legal liability:

- (a) arising out of:
 - (i) work in or on aircraft;
 - (ii) work in or on airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access; or
 - (iii) the ownership possession or use by You or on Your behalf of any aircraft watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon);
- (b) arising out of the ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle or attached trailer in circumstances where compulsory insurance or security is required or where insurance is provided by another policy provided always that:

this exclusion shall not apply in respect of liability arising during the act of loading or unloading any such mechanically propelled vehicle or attached trailer unless insurance is provided by another policy;

- (c) in respect of Injury or loss of or damage to property caused by or in connection with any Products Supplied which have ceased to be in Your custody or control other than food or drink provided as a service at Your Premises to Employees or visitors;

- (d) in respect of Injury to any Employee;
- (e) in respect of loss of or damage to:
 - (i) property belonging to You; or
 - (ii) property which is leased, let, rented, hired or lent to You or which is the subject of a bailment to You;
- (f) arising out of professional advice, design or specification provided by You or on behalf of You for a fee;
- (g) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in the value of such land or premises;
- (h) assumed by You under agreement unless the conduct and control of claims is vested in the Insurer but indemnity shall not in any event apply to liquidated damages, fines or penalties;
- (i) We will not be liable in connection with any work Offshore. If We are required by law to make a payment regarding Offshore cover then a Limit of Indemnity of €5,000,000 any one occurrence inclusive of all costs and expenses shall apply;
- (j) for loss of or damage to that part of any property upon which You are or have been working where the loss or damage is the direct result of such work;
- (k) for aggravated exemplary vindictive or punitive damages awarded by any Court of Law;
- (l) the amount of Excess as stated in the Schedule of each and every occurrence in respect of loss or damage to property; and
- (m) fees for intervention payable under the Health and Safety Fees (Regulations) 2012, or equivalent legislation.

Sub-Section 4(b) – Products Liability

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 5 also apply to this Section. The General Conditions in Section 6 and General Exclusions in Section 7 also apply to this Section.

1. DEFINITIONS FOR SUB-SECTION 4(B) – PRODUCTS LIABILITY

Injury

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

Offshore

Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

Products Supplied

Product or item, including containers, packaging, instruction, or labelling sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by or on behalf of You or any structure, constructed, erected or installed or contract work executed by or on behalf of You in the course of the Business.

Territorial Limits

Anywhere in the world in respect of Products Supplied in or from the Republic of Ireland.

Excess

The first amount of each and every claim (as shown in the Schedule) for which You are responsible at each separate Premises after the application of all other terms and conditions of the insurance

2. COVER

2.1 Indemnity

The Insurer will indemnify You against all sums that You shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental:

- (a) injury to any person; and
- (b) loss of or damage to material property;

occurring within the Territorial Limits during the Period of Insurance and caused by any Products Supplied.

2.2 Limit of Indemnity

The liability of the Insurer for all damages payable as a result of all occurrences during any one Period of Insurance shall not exceed the amount stated in the Schedule for any one Period of Insurance.

3. EXCLUSIONS

What is not covered (see also General Exclusions):

3.1 Legal liability:

- (a) in respect of Injury, loss or damage to property caused by or in connection with any Products Supplied which are in Your custody or control;
- (b) in respect of Injury, loss or damage to property caused by or in connection with any Products Supplied which to Your knowledge are for use in or on any aircraft or aerospace device;
- (c) in respect of Injury, loss or damage to property caused by or in connection with any Products Supplied which to Your knowledge are directly or indirectly exported to the United States of America or Canada;
- (d) in respect of Injury to any Employee;
- (e) in respect of loss of or damage to:
 - (i) property belonging to You; or
 - (ii) property which is leased, let, rented, hired or lent to You or which is the subject of a bailment to You.
- (f)
 - (i) in respect of the cost or value of any Products Supplied or replacement, repair, removal, rectification or reinstatement of Products Supplied where legal liability arises from a defect in or the unsuitability of such Products Supplied;
 - (ii) for any costs incurred in recalling or modifying any Products Supplied;
- (g) assumed by You under agreement unless the conduct and control of claims is vested in the Insurer but indemnity shall not in any event apply to:
 - (i) liquidated damages fines or penalties; or
 - (ii) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by You in connection with any Products Supplied and which would not have attached in the absence of such warranty indemnity or guarantee.
- (h) arising out of professional advice, design or specification provided by You or on behalf of You for a fee;
- (i) for aggravated exemplary vindictive or punitive damages awarded by any Court of Law; and
- (j) fees for intervention payable under the Health and Safety Fees (Regulations) 2012, or equivalent legislation.

Applicable to Section 4 – Property Owners’ Public and Products Liability

1. COVER CLAUSES

1.1 Costs

The Insurer will in addition:

- (a) pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Section;
- (b) pay solicitors’ fees incurred with its written consent for:
 - (i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury; and
 - (ii) representation at a Coroner’s Court or Fatal Accident Inquiry in respect of any death;which may be the subject of indemnity under this Section;
- (c) indemnify You and, at Your request, any director or Employee in respect of legal costs and expenses incurred with the Insurer’s written consent, and costs awarded against You and Your director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of the Republic of Ireland, provided that:
 - (i) the proceedings relate to the health, safety or welfare of persons other than Employees;
 - (ii) the Insurer will not indemnify You in respect of:
 - (A) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices;
 - (B) proceedings which result from any deliberate act by or omission by You, any director or Employee;
 - (C) costs and expenses insured by any other policy.
- (d) indemnify You in respect of legal costs and expenses incurred with the Insurer’s written consent by You, and costs awarded against You arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of the defence of criminal proceedings for any offence brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation provided that:
 - (i) the liability of the Insurer for all legal costs and expenses payable in any one Period of Insurance shall not exceed the sum of €5,000,000 or the Limit of Indemnity stated in the Schedule whichever is the lesser and will form part of and not be in addition to the Limit of Indemnity stated in the Schedule;
 - (ii) the proceedings relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business;
 - (iii) the Insurer will not indemnify You in respect of:
 - (A) proceedings which result from any deliberate act or omission by You;

- (B) any fines or penalties of any kind;
- (C) any remedial or publicity orders or any steps required to be taken by such orders;
- (D) costs and expenses insured by any other policy.

1.2 Additional Persons Insured

- (a) In the event of the death of any person entitled to indemnity under this Section the Insurer will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- (b) At Your request the Insurer will indemnify in the terms of this Section:
 - (i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement;
 - (ii) any of Your directors or Employees in respect of liability arising in connection with the Business;

Provided that You would have been entitled to indemnity under this Section if the claim had been made against You.

- (iii) any officer committee or member of Your canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
- (iv) any of Your directors or senior officials in respect of private work undertaken by any Employee for such director or senior official;
- (v) any officers or trustees of Your pension scheme.

Provided that:

- (a) each such person shall, as though he were You, observe, fulfil and be subject to the terms of this Section insofar as they can apply;
- (b) the Insurer shall retain the sole conduct and control of all claims;
- (c) where the Insurer is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

1.3 Compensation for Court Attendance

In the event of the following persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which You are entitled to indemnity under this Section the Insurer will provide compensation to You at the following rates per day for each day on which attendance is required:

- (a) any of Your directors or partners €500
- (b) any Employee €250

1.4 The Indemnity will not apply to legal liability:

- (a) where You or Your directors or Employees are insured by any other policy of insurance;

- (b) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of You or Your directors or Employees;
- (c) in respect of legal costs and expenses which You or any of Your directors or Employees may be ordered to pay by a court of criminal jurisdiction in respect of a deliberate or intentional criminal act or omission of You or Your director or Employee;
- (d) in respect of fines or penalties;
- (e) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined; and
- (f) unless the Insurer have the sole conduct and control of all claims.

1.5 Cross Liabilities

This Section shall apply separately to each person named in the Schedule as if a separate policy had been issued to each provided that if the Insurer is required to indemnify more than one party in respect of any occurrence the total liability of the Insurer shall not exceed the Limit of Indemnity.

1.6 Discharge of Liability

The Insurer may pay the Limit of Indemnity or any lesser amount for which any claim or claims against You can be settled and the Insurer shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

1.7 Legionellosis Liability

The Pollution or Contamination Exclusion shall not apply to any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like;

Provided that;

- (a) the Insurer will only indemnify You:
 - (i) in respect of claims arising from Pollution or Contamination which arise out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like first made in writing to You during the Period of Insurance; or
 - (ii) if the first notification of a circumstance which has caused or is alleged to have caused Injury or damage and can be reasonably expected to give rise to a claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air-conditioning plants cooling towers and the like is notified to the Insurer during the Period of Insurance or within thirty (30) days after the expiry of the same Period of Insurance;
- (b) the liability of the Insurer under this extension for all compensation (including interest thereon) and claimants costs and expenses payable shall not exceed €1,000,000 and for all claims arising from Pollution or Contamination shall not exceed the Limit of Indemnity as stated in the Schedule;
- (c) this extension shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks water systems air conditioning plants cooling towers and the like if before the Period of Insurance You had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

1.8 USA and Canada

Insofar as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world the liability of the Insurer in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the Insurer's written consent shall not exceed the Limit of Indemnity and shall exclude punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties.

1.9 Pollution Clean Up Costs Extension

In respect of Pollution and Contamination occurring in the Republic of Ireland caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance the Indemnity provided by Section 4 of this Policy is extended to indemnify You against:

- (a) the cost of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental Legislation to be conducted by the You; and
- (b) liability for the cost of any Remediation conducted by any statutory authority or regulator and legally sought from You by that statutory authority or regulator in accordance with the terms of any Environmental Legislation.

All Pollution and Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purposes of this extension, the following definitions shall apply:

- (a) **Environmental Legislation** shall mean any legislation for the protection of the environment or control of Pollution and Contamination.
- (b) **Pollution and Contamination** shall mean all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures).
- (c) **Remediation** shall mean works or operations to treat remove or dispose of Pollution and Contamination.

Provided that:

- (a) under this extension the Insurer shall indemnify You only to the extent that the remediation to which the indemnified cost relates is the minimum necessarily conducted under the provisions of Environmental Legislation;
- (b) this extension does not cover any costs, or any liability for costs of remediation arising out of:
 - (i) Pollution and Contamination consisting of any radioactive substances or asbestos;
 - (ii) Pollution and Contamination caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road), marine vessel or aircraft.
- (c) this extension does not cover any costs, or any liability for costs, of Remediation carried out on or in order to protect any property belonging to or in the custody or control of You;
- (d) this extension does not cover any costs or any liability for costs to the extent they relate to:
 - (i) any measures to prevent the spread of any Pollution and Contamination or the removal of an immediate threat of Pollution and Contamination;

- (ii) the removal or disposal of any waste deposited by or on behalf of You;
 - (iii) any amounts payable by way of compensation to third parties affected by such Pollution and Contamination;
 - (iv) any amount payable by way of fines or penalties;
 - (v) any costs and expenses incurred by You or prosecution costs and expenses awarded against You in connection with any criminal proceedings arising out of the Pollution and Contamination; or
 - (vi) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to the incident that caused the Pollution and Contamination.
- (e) the total amount payable under this extension shall not exceed the sum of €100,000 in the aggregate during any one Period of Insurance excluding the first €1,000 in respect of each and every claim;
- (f) The Indemnity provided under this extension is subject otherwise to the Terms, Exclusions and Conditions of Section 4 of this Policy.

1.10 Financial Loss Extension

The Indemnity provided by Section 4 of this Policy is extended to indemnify You against all such sums that You shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental financial loss. The Indemnity will only apply to:

- (a) a claim which is first made in writing against You during the Period of Insurance; and
- (b) which is notified to the Insurer during the same Period of Insurance or within 30 days after the expiry of such Period of Insurance.

Provided that:

- (a) the liability of the Insurer under this extension for all damages and claimants costs and expenses arising out of all claims first made against You during any one Period of Insurance shall not in the aggregate exceed the sum of €100,000; and
- (b) You shall be responsible under this extension for the first 10% of all damages and claimants costs and expenses payable in respect of each and every claim made against You subject to You being responsible for a minimum amount of €5,000 in respect of each and every such claim.

1.11 Exclusions to this Extension

The indemnity provided by this extension will not apply to legal liability:

- (a) in respect of:
 - (i) Injury to any person;
 - (ii) loss of or damage to material property;
 - (iii) nuisance, trespass, obstruction, loss of amenities or interference with any right of way, air, light or water; or
 - (iv) wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy.

- (b) arising under contract whether by virtue of express agreement or otherwise;
- (c) for the actual cost or value of any Products Supplied or replacement, repair, removal or reinstatement of any Products Supplied;
- (d) for:
 - (i) liquidated damages, fines, penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty;
 - (ii) libel, slander or passing off or infringement of patent, copyright, trademark or trade name;
 - (iii) financial loss sustained by any Employee arising out of or in the course of employment by You.
- (e) caused by or arising from:
 - (i) breach of professional duty or service or any error or omission in estimates or advice given by You or on Your behalf in a professional capacity or in design, plan, drawings or specification for which a fee is charged or would normally be charged;
 - (ii) property in the custody or under the control of you or any Employee or failure to return such property;
 - (iii) the storage, processing or transmission by You or on Your behalf of computer data;
 - (iv) delay, non-completion or non-delivery;
 - (v) any act of fraud or dishonesty by You or any Employee; or
 - (vi) any circumstances known to You at inception of this extension which may give rise to a claim for financial loss.
- (f) arising:
 - (i) outside the Republic of Ireland;
 - (ii) out of any cause giving rise to financial loss happening before the Retroactive Date which, unless specified to the contrary, shall be the inception date of this Policy.

The Indemnity provided under this extension is subject otherwise to the Terms, Exclusions and Conditions of Section 4 of this Policy.

2. EXCLUSIONS

What is not covered (see also General Exclusions):

2.1 Pollution or Contamination

Legal liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The liability of the Insurer for all damages payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the amount shown in the Schedule as the Limit of Indemnity for any one event.

For the purpose of this exclusion and limitation 'Pollution or Contamination' shall be deemed to mean:

- (a) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere; and
- (b) all loss or damage or Injury directly or indirectly caused by such Pollution or Contamination.

2.2 Asbestos

This insurance does not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, 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 of loss which may have contributed concurrently or in any sequence to a loss.

2.3 Offshore Work

We will not be liable in connection with any work Offshore. If We are required by law to make a payment regarding Offshore cover then a Limit of Indemnity of €5,000,000 any one occurrence inclusive of all costs and expenses shall apply.

3. CONDITIONS

Application of Limits of Indemnity (Applicable to Sub Sections 4A & 4B)

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under both Sub Sections 4A and 4B, each Sub Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Our liability shall be limited to the greater of the Limits of Indemnity available under either Sub Section providing indemnity for the occurrence or series of occurrences

SECTION 5 – General Definitions

These Definitions apply to all Sections of the Policy unless stated otherwise. Other Definitions are contained within the Sections of the Policy where they apply.

1. WE/ INSURER/ OUR/ US

Lloyd's Insurance Company S.A.

2. BUSINESS

The Business stated in the Schedule, including in respect of Section 4:

- (a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services maintained for the protection of Your Premises and Employees;
- (b) private work undertaken with Your prior consent by Employees for any of Your directors or senior officials;
- (c) the ownership maintenance and repair of Your Premises;

(d) participation in exhibitions.

3. CONSEQUENTIAL LOSS

Any further loss of any kind that may arise due to, or as a result of, loss or destruction of or any damage to any property whatsoever.

4. EMPLOYEE

- (a) any person under a contract of service or apprenticeship with You;
- (b) any person who is hired to or borrowed by You;
- (c) any person engaged in connection with a work experience or training scheme;
- (d) any labour master or person supplied by him;
- (e) any person engaged by labour only sub-contractors;
- (f) any self-employed person working on a labour only basis under Your control or supervision;
or
- (g) any voluntary helper;

while working for You in connection with the Business.

5. INSURED/ POLICYHOLDER/ YOU/ YOUR

The person(s) or company named in the Schedule. In the case of multi-unit developments under the Multi-Unit Developments Act 2011, this does not include members of the owners' management company and/or owners of the individual units.

6. LANDLORD

You in your capacity as landlord of any Buildings described in the Schedule. In the case of multi-unit developments under the Multi-Unit Developments Act 2011, the Landlord is the owners' management company. The members of the owners' management company and/or owners of the individual units are not Landlords for the purposes of this policy.

7. PERIOD OF INSURANCE

The period shown in the Schedule and any subsequent period for which We accept Your premium for renewal of this Policy.

8. POLICY

The Policy and Schedule and any endorsements attached or issued.

9. PREMISES

The Premises as stated in the Schedule.

10. PROPOSAL

The signed Proposal or "Statement of Fact" form (however described) and any additional information submitted to the Insurer by You or on Your behalf.

11. **TERRORISM**

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

Section 6 – General Conditions

These General Conditions apply to all Sections of the Policy unless stated otherwise. Other Conditions are contained within the Sections of the Policy where they apply.

1. OBSERVANCE

The due observance and fulfilment of the terms and conditions of this Policy by you so far as they relate to anything to be done or complied with by you is a condition precedent to any liability of ours to make any payment under this Policy.

2. MISREPRESENTATION AND MISDESCRIPTION - POLICY VOIDABLE

This Policy may be voidable in the event You have not made a fair presentation of the risks which are relevant to Your Business as set out under the Your obligations section of this Policy, that is to say that there has been a material misrepresentation, misdescription or non-disclosure in such presentation.

However, the Insurer agrees not to void the Policy provided that:

- (a) such misrepresentation, misdescription or non-disclosure has not been deliberate or reckless;
- (b) such misrepresentation, misdescription or non-disclosure has not been of such nature that, if the material particular had been fairly presented, fairly described or had been disclosed, the Insurer would not have entered into the Policy on any terms;
- (c) the Insurer shall be entitled to impose appropriate additional terms (other than premium) with effect from inception, or if applicable, the date of the alteration.

If at the time of Damage, claim or loss the premium charged to You would have been higher but for the misrepresentation, misdescription or non-disclosure in any material particular, the liability of the Insurer for any loss amount payable shall be limited to the proportion that the premium charged bears to the higher premium.

3. CHANGE IN CIRCUMSTANCES

As a condition precedent to our liability under this Policy, you must notify us in writing as soon as possible of any changes or alterations in your Business or the Premises, Property insured or any other subject matter insured under this Policy.

- (a) Examples of changes notifiable pursuant to this condition include but are not limited to:
 - (i) a move to another premises;
 - (ii) the occupation of an additional premises;
 - (iii) changes in tenancy or occupation within the Premises;
 - (iv) the Premises or a Building at the Premises becoming Unoccupied for any period greater than 30 days;
 - (v) changes in the type of work, processes or goods manufactured/sold by your Business;
 - (vi) any work away from the Premises which has not been notified to us;
 - (vii) an increase in the amount and level of work away from the premises;
 - (viii) a change in the turnover, number of people employed and wages paid.

- (b) Following any such changes, depending on our assessment of materiality, we may in our absolute discretion:
 - (i) agree for cover under this Policy to continue to apply on the same terms notwithstanding the notified change or alteration;
 - (ii) amend the Policy to record the correct information;
 - (iii) restrict the cover provided under this Policy;
 - (iv) impose additional terms;
 - (v) alter the premium;
 - (vi) cancel the Policy.

There will be no cover for any claims under this Policy if notice is not given as required by this condition and there will be no cover following the giving of notice unless and until we agree for cover under this Policy to continue to apply on the same or amended terms.

4. ALTERATION IN OF INTEREST

The insurance under this Policy will cease if after the commencement of this insurance

- (a) Your interest ceases except by death; or
- (b) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued.

5. ARBITRATION

In the event of a dispute as to the amount to be paid under this Policy (liability being otherwise admitted), the parties shall first seek settlement of that dispute by mediation in accordance with the LCIA Mediation Rules, which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The governing law of the contract shall be the substantive law of the Republic of Ireland. In any arbitration commenced pursuant to this clause, (i) the number of arbitrators shall be one; and (ii) the seat, or legal place, of arbitration shall be the Republic of Ireland.

6. CANCELLATION – INSURER'S RIGHTS

The Insurer shall not be bound to accept any renewal of this Policy and may at any time give You thirty (30) days' notice to cancel this Policy. This termination shall be without prejudice to any rights or claims of the Insurer or You prior to the expiry of such notice.

7. CANCELLATION – POLICYHOLDER'S RIGHTS

You can cancel this insurance at any time by writing to Your broker and returning Your certificate of Employers' Liability insurance (if one has been issued to You), although any later than fourteen (14) days after the commencement date of this insurance any return premium due to You will depend on how long this insurance has been in force and whether You have made a claim or incidents have occurred that might give rise to a claim. The Insurer reserves the right on refunding any premium paid if You have made a claim under this Policy.

8. CLAIMS –INSURER'S RIGHTS

The Insurer:

- (a) on the happening of any loss, destruction or damage in respect of which a claim is made, may, without incurring any liability or diminishing any of the Insurer's rights under this Policy, enter, take or keep possession of, the Premises where such loss destruction or damage has occurred and take possession of, or require to be delivered to the Insurer, any Property Insured and deal with such property for all reasonable purposes and in any reasonable manner.

No claim under Section 1 shall be payable unless the terms of this condition have been complied with.

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

- (b) shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

9. CONDITIONS PRECEDENT TO LIABILITY

Every condition stated as a condition precedent that applies to this Policy (whether a Policy or Section Condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy or until such time that the Insurer advises in writing that it no longer applies.

10. THIRD PARTY CONTRACT RIGHTS

No person other than the Policyholder or the Insurer may enforce the terms of this Policy and the provisions of the Contracts (Rights of Third Parties) Act 1999 (or any similar applicable legislation) do not apply to this Policy.

11. EXCESS

This Policy does not cover the Excess being the first amount of each and every claim (as shown in the Schedule) for which You are responsible at each separate Premises after the application of all other terms and conditions of this Policy including but not limited to any condition of Average.

It is a condition precedent to liability under this Policy that where in the opinion of the Insurer's Authorised Representative (Loss Adjuster) any claim is likely to exceed the Excess stated in the Schedule You shall be liable for payment of the Excess before We shall be liable to make any payment under this Policy Provided always that:

- 1 The Insurer shall refund to You any amount of the Excess in full or in part should any claim be ultimately settled for any amount less than such Excess; and
- 2 For the purposes of this Policy the term "Excess" shall mean the total amounts payable by You in respect of Damages

12. FINANCIAL OR TRADE SANCTIONS

The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would implicate the Insurer in the breach of any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, the Republic of Ireland, or United States of America.

13. FRAUD

If any:

- (a) claim made under this Policy by You or anyone acting on Your behalf is fraudulent or intentionally exaggerated in any way;
- (b) false declaration or statement is made;

- (c) fraudulent device is used to support the claim;
- (d) loss, Injury, destruction or Damage is caused by Your wilful act or with Your connivance;

then the Insurer will:

- (i) have no liability to pay any part of or the whole of the fraudulent claim;
- (ii) be entitled to refuse all claims arising after the fraudulent action;
- (iii) remain liable for legitimate claims before the fraudulent action;
- (iv) be entitled to terminate the Policy from the date of the fraudulent action whether or not the Policy had expired before the discovery of the fraud.

14. INSURABLE INTEREST

The insurable interest in the insurance by this Policy shall not be transferred without the written consent of the Insurer.

15. INTERPRETATION

In this Policy;

- (a) reference to any statute or statutory provision and orders or regulation thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this Policy;
- (b) reference to any statutory or other body shall include the successor to that body;
- (c) words importing the singular include the plural and vice versa and references to persons includes bodies corporate or unincorporated. Words importing any gender shall include all genders;
- (d) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect;
- (e) the headings are for reference only and shall not be considered when determining the meaning of this Policy.

16. OTHER INSURANCES AND AVERAGE

16.1 Applicable to Section 1 – Property Damage and Section 2 – Loss of Rental Income

If at the time of any Damage there is any other insurance effected by You or on Your behalf covering any of the Property damaged the liability of the Insurer under this Policy shall be limited to its rateable proportion of such Damage.

If any other insurance shall be subject to any Average (under-insurance) condition this Section if not already subject to any condition of Average shall be subject to Average in like manner.

If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this Section either in whole or in part or from contributing rateably the liability of the Insurer hereunder shall be limited to that proportion of the Damage as the Sum Insured by this Section bears to the value of the Property.

16.2 Applicable to Section 3 – Employers' Liability and Section 4 – Property Owners' Public and Products Liability

The Insurer will not indemnify You in respect of liability which is insured by or would but for the existence of the Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy had this insurance not been effected.

17. REASONABLE PRECAUTIONS

You shall:

- (a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or damage;
- (b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- (c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

18. SUBJECTIVITY

- (a) If the Policy is issued with subjectivity it will clearly state in the Schedule if the cover provided by the Policy is subject to You:
 - (i) providing the Insurer with any additional information requested by the required date;
 - (ii) completing any actions agreed between You and the Insurer by the required dates; or
 - (iii) allowing the Insurer to complete any actions agreed between You and the Insurer.
- (b) If required by the Insurer You must allow access to the Premises and the Business to carry out surveys within 60 days of the inception or renewal date, unless agreed otherwise in writing.

If cover under this Policy is subject to You completing risk improvements and complying with the risk improvements for the currency of the Policy then the risk improvements identified must be completed within the individual timescales specified and complied with for the currency of the Policy.

Following the above actions the Insurer reserves the right to:

- (a) modify the premium;
- (b) change the terms and conditions of the Policy;
- (c) require You to make alterations to the Premises insured by required dates;
- (d) cancel the Policy in accordance with General Condition 6;
- (e) leave the Policy terms, conditions and premium unaltered.

You will be advised of the Insurer's decision and any required actions and dates. The effective date of any changes will apply unless and until the Insurer agrees otherwise in writing.

If You disagree with the Insurer's decision You must make Your comments in writing and the Insurer will attempt to negotiate a resolution with You. If this is unsuccessful You have the right to cancel the Policy and, subject to no claims, a proportionate part of the premium will be refunded to You.

The above conditions do not affect the Insurer's right to void the Policy in accordance with General Condition 2 if information material to its acceptance of Your Proposal is discovered.

19. SUBROGATION

The Policyholder is required to cooperate in any subrogation proceedings, before or after any payment under the policy is made by Insurers. This includes agreeing to lend its name to any court proceedings. Insurers will have conduct and control of the subrogation and shall have the final decision in relation to settlement of any claim.

20. IDENTIFICATION

This Policy and the Schedule (which forms an integral part of this Policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the Schedule shall bear such specific meanings wherever they may appear.

Section 7 – General Exclusions

These Exclusions apply to all Sections of the Policy unless stated otherwise. Other Exclusions are contained within the Sections of the Policy where they apply.

1. APPLICABLE TO SECTION 1 – PROPERTY DAMAGE AND SECTION 2 – LOSS OF RENTAL INCOME

1.1 Sonic Bangs

The insurance by this Policy does not cover Damage caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

2. APPLICABLE TO ALL SECTIONS OTHER THAN SECTION 3 – EMPLOYERS' LIABILITY

2.1 War & Similar Risks

The insurance by this Policy does not cover:

Damage or Business Interruption or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, or nationalisation, or requisition, or destruction of or damage to property by or under the order of any government or public or local authority.

2.2 Nuclear Risks & Radioactive Contamination Risks

This insurance does not cover:

- (a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss; or
- (b) any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

2.3 Date Recognition

The insurance by this Policy does not apply to:

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro-processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system

or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000:

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

but this shall not exclude subsequent Damage in respect of Section 1 (Property Damage) or subsequent interruption with the Business in respect of Section 2 (Loss of Rental Income) not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped from aircraft or other aerial devices, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe or impact by any road vehicle or animal, provided such Peril is insured by the Section.

3. APPLICABLE TO ALL SECTIONS OTHER THAN SECTION 3 – EMPLOYERS’ LIABILITY

3.1 Terrorism

- (a) This insurance excludes 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 or event contributing concurrently or in any other sequence to the loss.
- (b) This insurance also excludes loss, damage, cost or expense of whatsoever nature in Northern Ireland directly or indirectly resulting from or in connection with civil commotion.
- (c) This insurance also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon You.

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

4. APPLICABLE TO ALL SECTIONS OTHER THAN SECTION 3– EMPLOYERS’ LIABILITY AND SECTION 4 – PROPERTY OWNERS’ PUBLIC AND PRODUCTS LIABILITY

4.1 Contamination and Pollution Clause

- (a) The insurance by this Policy does not cover any loss or damage due to contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity or due to any limitation or prevention of the use of Premises or property or Contents because of hazards to health.
- (b) This exclusion does not apply if such loss or damage arises out of one or more of the following Perils:

Fire, Lightning, Explosion, Impact of Aircraft

Vehicle Impact, Sonic Boom

Accidental Escape of Water from any tank apparatus or pipe

Riot, Civil Commotion, Malicious Damage

Storm, Hail

Flood, Inundation

Earthquake

Landslide, Subsidence

Pressure of Snow, Avalanche

Volcanic Eruption

- (c) If a Peril not excluded from this Policy arises directly from pollution and/or contamination any loss or damage arising directly from that Peril shall be covered.
- (d) All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

5. APPLICABLE TO ALL SECTIONS

5.1 Communicable Disease

- (a) Notwithstanding any provision to the contrary within this Policy, this Policy excludes 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 Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- (b) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - (iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

5.2 Property Cyber and Data

- (a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - (i) Cyber Loss;
 - (ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any

loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

- (b) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- (c) This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

- (d) 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.
- (e) Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- (f) Cyber Incident means:
 - (i) 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
 - (ii) 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.
- (g) Computer System means
 - (i) any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- (h) 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.

5.3 Electronic Data Processing Media Valuation

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this insurance does not insure any amount pertaining to the value of such Electronic Data to the Insured or any other party, even if such Electronic Data cannot be recreated, gathered or assembled.

Section 8 – Claims Procedure

To make a claim under this Policy please telephone the appropriate number listed on the Important Helplines Section of this Policy.

Claims for all Sections

Your claim will be handled by Probitas 1492

To report a claim, contact Probitas 1492:

Telephone: 020 3972 5810

Email: claims@probitas1492.com

1. NOTIFICATION - YOUR OBLIGATIONS

On learning of any circumstances likely to give rise to a claim or on receiving verbal or written notice of any claim You must:

1. tell the Insurer as soon as reasonably possible and give the Insurer all the assistance they may reasonably require;
2. tell the Police as soon as reasonably possible if the Damage is due to any actual or suspected criminal act;
3. send to the Insurer immediately any intimation of a claim from a third party, writ, summons or other legal proceedings issued against You;
4. supply, at Your own expense, full details of the claim in writing within 30 days;
5. provide all the help and assistance and co-operation required by the Insurer in connection with any claim to include supplying, as soon as reasonably practicable, any supporting evidence and information that they require;
6. take action following circumstances likely to give rise to a claim to:
 - a. minimise the Damage;
 - b. prevent further Injury or Damage; and
 - c. avoid interruption with the Business.

B. NEGOTIATIONS

You must not admit, deny, negotiate or settle any claim without the Insurer's written consent.

The Insurer will not pay any claim if its position is prejudiced for any reason as a result of Your failure to comply with clauses 1 or 2 in this section.

C. THE INSURER'S RIGHTS

1. The Insurer has the right to take over the defence or settlement of a claim against You by another person.

2. The Insurer has the right to the salvage of any Property Insured.
3. The Insurer has the right to enter the building where the Damage has happened, and to take and keep any of the Property Insured, and to deal with salvage in a reasonable manner.

Section 9 – Enquiries and Complaints Procedure

Our aim is to provide all Our customers with a first class standard of service. However, there may be occasions when You feel this objective has not been achieved. If You have a complaint about Your Policy or the handling of a claim, the details below set out some of the key steps that You can take to address your concerns.

Please quote Your Policy number in all correspondence so that Your concerns may be dealt with speedily.

1. COMPLAINTS

- ii) If you wish to make a complaint about cover or services in relation to the cover provided by Probitas Syndicate, please contact:

The Compliance Director
Capita Managing Agency
6th Floor
65 Gresham Street
London
EC2V 7NQ
Tel: 0207 204 7740

Email: Compliance.CISG@capita.co.uk

- iii) In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address for the Complaints team at Lloyd's is:

Complaints
Lloyd's
One Lime Street
London
EC3M 5HA
Telephone: 020 7327 5693
Fax: 020 7327 5225

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in the leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

DATA PROTECTION SHORT FORM INFORMATION NOTICE

Your Personal Information Notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice (<https://probitas1492.com/privacy-policy>), which is available online on our website or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact our Data Protection Manager, Lindsay McQuillian at:

Lindsay McQuillian
Data Protection Manager
Probitas Syndicate 1492
21 Lime Street
London
EC3M 7HB
Email: Lindsay.mcquillian@probitas1492.com

LMA9151
25 April 2018