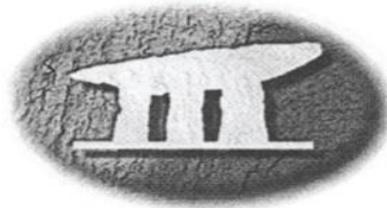


PROPERTY OWNERS POLICY FOR
REPUBLIC OF IRELAND

Underwritten by



D O L M E N
UNDERWRITING

On behalf of

China Taiping Insurance (UK) Co Limited

Introduction

Thank you for choosing China Taiping Insurance (UK) Company Limited.

You are in good hands.

We are committed to delivering an excellent and sincere customer service so we can give you the peace of mind you deserve.

China Taiping Insurance (UK) Company Limited received its trading license in 1983 and commenced underwriting business on 1 October 1985 so we have over 30 years of experience in the UK market. Our parent company, China Taiping Insurance Company Limited, is a Chinese state-owned insurance company headquartered in Hong Kong.

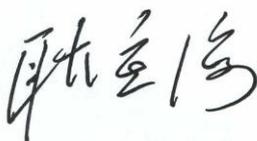
We are authorised by the Prudential Regulation Authority and Regulated by the Financial Conduct Authority and Prudential Regulation Authority in the UK to underwrite general insurance and reinsurance policies Registered in England and Wales under N. 202690.

China Taiping UK strictly adheres to the principals of prudent business underwriting and we transact business with the concept of 'Diligent Management and Sincere Service' in mind.

We have expert technical underwriters that fully understand your trade and your challenges as a business owner so we are confident that we can protect your business against the insured risks and give you the peace of mind you need.

We also have an excellent professionally trained in-house claims team who understand your needs and will diligently and sincerely listen to you so as to provide you with the best solutions to get your business back on track as soon as possible after a loss.

If you would like to find out more about us please visit our web site at:
<http://www.uk.cntaiping.com/home.html>



Jinhai Geng
Chief Executive
China Taiping Insurance (UK) Company Ltd

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Your Policy

This Property Owners Policy confirms the insurance cover agreed between **you** (the **insured**) and **us** (the **company**).

Your policy comprises several different parts, which must be read together as they form **your** contract of insurance with **us**. **We** advise **you** to read these carefully to ensure that all the details are correct, that they meet **your** requirements, and that **you** understand the terms, conditions and exclusions.

This **policy** comprises the **statement of fact**, this **policy** wording and the **schedule**.

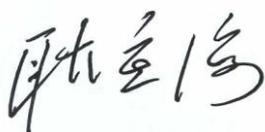
Please ensure that **you** contact **your** insurance adviser, or **us**, as appropriate as soon as reasonably possible if **you** think that there are amendments to be made or new circumstances that would affect your insurance as stated in General Condition 5 (Duty of Fair Presentation)

For ease of reference, the procedures for notifying **us** of a claim under **your policy**, and the Conditions relating to all claims under **your policy**, are stated separately at the back of this **policy** document.

Insuring Clause

In consideration of the **insured** having paid, or agreed to pay, the premium required, the **company** will indemnify the **insured**, in accordance with the cover detailed in those Sections shown as operative in the **schedule**, and occurring in connection with the **business** during the **period of insurance**, or any subsequent period for which the **company** agrees to accept payment of the premium.

Each section of the **policy**, the **schedule** and any **endorsement(s)**, together with the General Policy Definitions, Conditions, Exclusions and Extensions shall be read as one document.



J H Geng
Chief Executive

Signed on behalf of China Taiping Insurance (UK) Co Ltd
Registered Office: 2, Finch Lane, London EC3V 3NA
Authorised by the Prudential Regulation Authority; and
Regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Financial Services Register number: 202690

CUSTOMER INFORMATION

COMPLAINTS PROCEDURE

We make every effort to deliver a high quality service to **our** policyholders. If **you** have a complaint about **our** service, or about a claim, **we** operate a swift and effective complaints handling procedure.

1. **Your** complaint can be made orally or in writing, and on **your** behalf by a third party.
2. If **you** wish to make a complaint **you** should contact:
The Compliance Officer,
China Taiping Insurance (UK) Company Limited,
2 Finch Lane,
London EC3V 3NA.
Tele: 0207 839 1888 or Fax 0207 621 1202
e-mail: compliance@uk.cntaiping.com
3. **Our** Compliance Officer will acknowledge the complaint. **We** aim to resolve your concerns in three working days but if **we** are unable to do so **we** will confirm to **you** that **we** have received **your** complaint within five working days and advise **you** of the person who will be dealing with the complaint, and when **you** can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.
4. If **your** complaint should be more appropriately dealt with by another firm, **we** will ensure it is referred to them as soon as practicable and certainly no later than five business days of becoming satisfied that another firm is or may be responsible for the matters complained of. **We** will make this referral to the other firm in writing and advise **you** by way of a final response that the referral has been made and include the other firm's contact details.
5. **Your** complaint will be thoroughly investigated and **we** will respond to it as soon as possible. Within eight weeks **we** will provide a final response to **your** complaint in writing or, if it is not possible to respond within that time, **we** will inform **you** in writing within twenty business days, why **we** have been unable to resolve the complaint within that time, why **we** need more time to do so and when **you** can expect to receive **our** final response.
6. If **we** have not completed **our** investigation, within eight weeks after the complaint was made, **we** will write to **you** and explain why there is a further delay. **We** will also confirm when **we** expect to issue **our** final response and advise **you** that **you** may be eligible to refer the complaint to the Financial Ombudsman Service, if **you** are dissatisfied with the delay. Their address is:

Financial Service Ombudsman Bureau
3rd Floor Lincoln House,
Lincoln Place
Dublin
D02 VH29
Lo Call 1890 88 20 90
Phone: + 353 1 6620899
Fax: + 353 1 6620890
E-mail: enquiries@financialombudsman.ie
Website: www.financial-ombudsman.ieorg.uk

CUSTOMER INFORMATION – continued

7. Where **you** are eligible to refer **your** complaint to the Financial Ombudsman Service **you** have this right to do so Free of Charge, but **you** must do so within six months of the date of **our** Final Response. If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.
- 8.. The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service. Alternatively, **you** can contact the Financial Ombudsman Service directly.

Visit <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN> to access the Online Dispute Resolution Service.

Please quote our e-mail address: compliance@uk.cntaiping.com

Your Right to Cancel

You have the right to cancel this insurance **policy** within 14 days of receiving the **policy** documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **you** will have received the **policy** document upon two days following the date it was posted to **you**.

If **you** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **schedule**, and no liability whatsoever shall attach to the **company** in respect of the **policy**.

If **you** do not exercise **your** right of cancellation within the initial 14 day period, this insurance **policy** will automatically come into force from the inception date specified in the **schedule**. **You** will remain liable to pay the full annual premium.

Following the expiry of the initial 14 day period, this insurance **policy** may be cancelled at any time at **your** written request. Provided that there have not been any claims paid, reported or outstanding, **we** will refund a pro rata proportion of the annual premium payable, less an appropriate administration charge. Should a claim, or potential claim have been paid, reported or be outstanding, then there may not be any return of premium.

To exercise **your** right to cancel, contact the broker who arranged this cover for **you**.

The Law that Governs this Policy and Jurisdiction

The parties to this contract are free to choose the law applicable to the contract. Unless specifically agreed to the contrary, this insurance **policy** shall be subject to the law governing Republic of Ireland (Irish Law).

Any dispute concerning the interpretation or application of this contract, is to be subject to and construed in accordance with Irish Law. Should the need arise, each party agrees to submit to the jurisdiction of any court of competent jurisdiction within Ireland and to comply with all requirements necessary to give such Court Jurisdiction.

The premium for this **policy** has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

GENERAL DEFINITIONS AND INTERPRETATIONS

Any word or phrase specified hereunder to which a specific meaning is given has the same meaning wherever it appears in this **policy** or any **schedule endorsement** or notice attached or issued by the **company** unless specifically amended by any documentation issued by the **company**. For ease of interpretation such words are printed in bold font. In the **policy schedule** these words will have a capital initial letter only.

Words importing any gender shall include all genders, and words or phrases expressed in the singular context shall also mean the plural and vice versa.

Act of Terrorism

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

All other Contents

means **landlord contents** in the common parts of the **building** belonging to **you**, for which **you** are legally responsible for.

Asbestos

means asbestos, asbestos fibres or any derivatives of asbestos.

Block of Flats

means the **building(s)** of the **block(s) of flats** shown in the **schedule**

Bodily Injury

means injury including death, illness, disease or shock

Business

means **your** business as owners of the **premises** or as lessees where you are responsible for the upkeep repair maintenance of the **premises** as leaseholder under a legal lease for a specified item.

Company / We / Us / Our

means China Taiping Insurance (UK) Co. Ltd.

Costs and Expenses

means:

- (1) Fees for the **insured's** legal representation at:
 - (a) any Coroner's Inquest or Fatal Accident Inquiry
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty.
- (2) Costs and expenses incurred with **our** written consent.
- (3) Any claimant's legal costs for which the **insured** is legally liable in connection with any event which is or may be the subject of indemnity under the **policy**.

Damage

means loss, destruction or damage.

Employee

means:

- (1) any person under a contract of service or apprenticeship with the **insured**
- (2) any person hired or borrowed by the **insured** in the course of their contract of service or apprenticeship with another employer
- (3) any person under a government or other authorised work experience or Youth training or similar scheme
- (4) any self-employed person

GENERAL DEFINITIONS AND INTERPRETATIONS – continued

- (5) any labour master or labour only sub-contractor or person supplied by any of them whilst engaged in working for the **insured** in connection with the **business**
- (6) any voluntary worker

Endorsement

means any additional terms relating to the insurance provided by this **policy** which are:

- (1) not within the **policy** but attached to any **schedule** issued by the **company** or
- (2) within the **policy** and stated in the **policy schedule** as applying to this Policy

Excess

means the first amount of each and every claim, at each **premises** for which **you** are responsible

Geographical Limits

means Republic of Ireland

Insured / Policyholder / You / Your

means the person(s) Company or firm named as the **insured** in the **schedule**.

Limit of Indemnity / Limit of Liability

means the **company's** maximum liability arising out of one occurrence or series of occurrences arising from the one originating cause, irrespective of the number of claimants or claims made against the **insured**, or by the **insured**

Period of Insurance

means the period beginning with the effective date shown in the **schedule** and ending with the expiry date.

Policy

means this policy booklet and the sections contained within, the **schedule** and **endorsements** which shall be read together as one contract.

Pollution

means:

- (1) all pollution or contamination of buildings, or other structures, or of water, or land, or the atmosphere; and
- (2) all **bodily injury** or **damage** directly or indirectly caused by such pollution or contamination.

Premises

means the premises or part of the premises located at the address and/or address stated in the **schedule**.

Private Dwelling Accommodation

means the **building** shown on the **schedule** occupied solely as a private residential dwelling

Self-contained unit

means a part or portion of the **buildings** which are capable of being leased or let out independently of other leased and let part(s) of the **buildings**

Schedule

means the most recent **schedule** issued by the **company** that is relevant to the **policy**.

GENERAL DEFINITIONS AND INTERPRETATIONS - continued

Specified perils

means fire, lightning, explosion, aircraft or other aerial devices or articles falling from them; riot and/ or civil commotion including strikers or locked-out workers or persons taking part in labour disturbances; malicious persons; earthquake; storm; flood; escape of water from any tank apparatus or pipe or of oil from any fixed domestic heating installation; impact by any mechanically propelled vehicle or rail rolling stock or animal;

Statement of Fact

means a form showing the information **you** gave **us**, or was given on **your** behalf per **your** proposal form and/or risk presentation. The **statement of fact** forms part of the contract of insurance.

Sum Insured

means the sum insured as stated in the **schedule**.

Unoccupied

means any **buildings** or **self contained unit** that is vacant, untenanted or not actively in use, for a period of more than 30 consecutive days.

GENERAL EXCLUSIONS

(1) GENERAL

The following Exclusions apply to all Sections of this **policy**

This **policy** does not cover any loss destruction damage consequential loss or liability directly or indirectly caused by or contributed to by or arising from

(a) Radioactive Contamination

- (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

(b) Pressure Waves

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

(c) Pollution

damage to or loss of use of resulting from **pollution**; except such **damage** to the property, or loss resulting from such **damage**, to property used by the **insured** at the **premises** for the purpose of the **business** caused by

- (i) **pollution** which itself results from a **specified peril**; or
- (ii) any of the **specified perils** which itself results from **pollution**

(2) WAR AND ACT OF TERRORISM

This **policy** does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of

- (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law 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 **act of terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above

(3) DATE RECOGNITION FAILURE

This **policy** does not cover

- (a) **damage**
- (b) interruption of or interference with the **business**
- (c) legal liability
- (d) **costs and expenses**
- (e) legal expenses

directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **insured** or not to

- (i) correctly recognise any date as its true calendar date

GENERAL EXCLUSIONS – continued

- (ii) correctly capture save retain and/or correctly 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
- (iii) correctly capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data
Provided that (1) and (2) shall not apply to
 1. subsequent **damage** or
 2. subsequent interruption of or interference with the **business**

not otherwise excluded which results from a **specified peril**

(4) ELECTRONIC DATA

This Exclusion applies to all Sections of this **policy** other than Section 3 - Property Owners Liability and Section 4 – Employers Liability

This **policy** does not cover loss, destruction, damage or consequential loss directly or indirectly occasioned by or happening through or in consequence of Computer Virus(es) or from erasure or corruption or alteration of Electronic Data

Computer Virus means a corrupting instruction that propagates itself via a computer system or network

Electronic Data means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Provided that this Exclusion shall not apply to **damage** or interruption of or interference with the **business** not otherwise excluded which results from any of the following **specified perils**:-

fire, lightning, explosion, aircraft or other aerial devices or articles falling from them; riot and/ or civil commotion including strikers or locked-out workers or persons taking part in labour disturbances; earthquake; storm; flood; escape of water from any tank apparatus or pipe or of oil from any fixed domestic heating installation; impact by any mechanically propelled vehicle or rail rolling stock or animal;

GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and the **insured** must comply with them or this **policy** may not be in force

(1) **ARBITRATION**

If the **company** accepts liability for a claim under this **policy** but there is a dispute in respect of the amount to be paid the dispute will be referred to an arbitrator appointed in accordance with the relevant law in force at the time

In these circumstances the arbitrator's award must be made before there is any right of action against the **company**.

(2) **AVERAGE**

If the value of the **property** covered by this **policy** shall, at the time of **damage**, be greater than its **sum insured**, **you** shall only be entitled to recover such proportion of **your** claim as the **Sum Insured** bears to the total value of the said **property**.

(3) **CANCELLATION**

The **company** may cancel this **policy** by sending thirty days' notice by recorded delivery letter to **you** at **your** last known address, unless **our** reason for cancellation is deliberate or reckless misrepresentation on **your** part. If **we** cancel because of deliberate or reckless misrepresentation, then **your policy** will be cancelled with immediate effect.

Otherwise, notice will be deemed to be on the date of delivery if the notice is delivered by hand, or two working days after posting if notice is sent by post or courier.

If **we** cancel **your policy** and **you** have not made a claim, **you** will be entitled to a refund of any premium paid for any unexpired **period of insurance** for which **you** have paid. However, if **we** cancel **your policy** because of deliberate or reckless misrepresentation, then **we** will not refund any premium.

Where a claim has been made during the current **period of insurance** the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

(4) **CONDITIONS PRECEDENT TO LIABILITY**

We shall not be liable for any claim where **you** haven't complied with any part of any condition to which payment of a claim is subject (a condition precedent) to except for when the concerned condition:-

- (a) relates to particular **premises** only, **we** will pay for a claim arising out of an event occurring at **premises** which are not specified in any conditions precedent to liability;
- (b) relates to a particular time only, **we** will pay for a claim arising out of an event if **you** can prove, on the balance of probabilities, that **your** non-compliance with such condition precedent to liability did not cause or contribute to the loss, **damage** or **injury** occurred in the circumstances in which it occurred;
- (c) relates and aims at reducing particular types of injury, liability, loss or **damage** only, **we** will pay for a claim arising out of an event if **you** can prove, on the balance of probabilities, that **your** non-compliance with such condition precedent to liability did not cause or contribute to the loss, **damage** or **injury** in the circumstances in which it occurred;

(5) **DUTY OF FAIR PRESENTATION**

The **insured** must make a fair presentation of the risk to the **company** at inception, renewal and variation of the **policy**.

- (a) In the absence of such fair presentation, the **company** may avoid the **policy** and refuse to pay any claims where any failure to make a fair presentation is:
 - i) deliberate or reckless; or
 - ii) of such other nature that, if the **insured** had made a fair presentation, the **company** would not have underwritten the risk

GENERAL CONDITIONS - continued

the **company** will return the premium paid by the **insured** unless the failure to make a fair presentation is deliberate or reckless

- (b) If the **company** would have issued the **policy** on different terms had the **insured** made a fair presentation, the **company** will not avoid the **policy** (except where the failure is deliberate or reckless) but the **company** may instead:-
- i) reduce proportionately the amount paid or payable on any claim, the proportion for which the **company** is liable being calculated by comparing the premium actually charged as a percentage of the premium that the **company** would have charged had the **insured** made a fair presentation; and / or
 - ii) treat the **policy** as if it had included such additional terms (other than those requiring payment of premium) as the **company** would have imposed had the **insured** made a fair presentation

For the purpose of this Condition reference to:-

- 1) avoiding a **policy** means treating the **policy** as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the **policy**), the renewal date (where the failure occurs at renewal of the **policy**), or the variation date (where the failure occurs when the **policy** is varied);
- 2) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- 3) issuing a **policy** should be treated as references to issuing the **policy** at inception, renewal or varying the **policy** as the context requires.

(6) EFFECT OF CLAIMS ON SUMS INSURED

Except where otherwise provided for under any Section of this **policy**

- (a) the Sums Insured in this **policy** will be reduced until expiry of the **period of insurance** by the amount of any loss destruction **damage** interruption or interference with the **business**
- (b) if any Sum Insured is subject to the condition of Average and further claims arise before expiry of the **period of insurance** the application of such condition of Average may have the effect of increasing the proportion of the loss which **you** will have to bear
- (c) on request and if not otherwise provided for under any Section of this **policy** following a claim the **company** will consider reinstating the original Sums Insured subject to any additional premium revised terms and further precautions that may be necessary

(7) FINANCE ACT 1990

The appropriate stamp duty has been paid or shall be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

(8) FRAUDULENT CLAIMS

If **you** or anyone acting on **your** behalf makes any false, deliberately caused, exaggerated or fraudulent claim or makes use of false or fraudulent documents, statements to support a claim (regardless of whether or not the claim itself is genuine), **we** will:-

- (a) refuse to pay the whole of the claim; and
- (b) recover from **you** any sums that **we** already paid in respect of the claim.

We may also notify **you** that **we** will be treating the **policy** as having terminated with effect from the date of the earliest of any of the acts set out above and **you** will not be entitled to any refund of premium.

(9) INSTALMENTS

If the premium for this **policy** is payable by instalments it is a condition precedent to the **company's** liability that each instalment shall be paid when due otherwise all benefit under this **policy** shall be forfeited from the date when such instalment was due.

(10) INSURANCE ACT 1936

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

GENERAL CONDITIONS - continued

(11) MATERIAL ALTERATION

You must notify the **company** as soon as possible if there is any alteration in **your** ownership in or to the **business** at the **premises** including but not limited to:-

- (a) **your business** being wound up or carried on by a liquidator or receiver;
- (b) changes in the facts as set out in the **statement of fact** and declared to **us** at inception, renewal or variation of the **policy**, which materially increases the risk of **injury or damage**
- (c) where **your** interest in the **property** as described in the **schedule** ceases other than by death;
- (d) in respect of subsidence if applicable, where any construction, demolition or excavation work is being carried out on adjoining sites.

Upon notification to **us** of such alteration, **we** may at **our** discretion:-

- (a) continue cover on the same terms;
- (b) impose additional terms or restrict cover where relevant;
- (c) alter the premium;
- (d) cancel this **policy**

If **you** fail to notify **us** of any such alteration, **we** may:-

- (a) treat this **policy** as if it had included such terms (other than relating to premium) that **we** would have applied had **we** known about the alteration from the date of such alteration in risk;
- (b) treat this **policy** as terminated from the date of such alteration had **we** cancelled this **policy** if **we** had known of the alteration and **we** will also return a proportionate amount of premium for the unexpired **period of insurance**;
- (c) reduce proportionally the settlement on any claim, the proportion for which is derived by comparing the premium we would have charged had **we** known about such alteration with the premium **we** actually charged.

(12) OTHER INSURANCE

If at the time of any **injury** or **damage** there be any other insurance

- (a) covering the whole or part of such **injury** or **damage** whether effected by the **insured** or not then the **company** shall not be liable to pay or contribute more than their rateable proportion of the total payment made for such **injury** or **damage**
- (b) on any of the **property** insured herein either alone or together with any other **property** which shall be subject to the condition of Average or is limited in respect of the value of any article or the total amount is divided in respect of said **property** then this **policy** may at the option of the **company** be held to contain the same condition of Average limit of value and division of amount pro rata
- (c) which more specifically insures **property** insured herein this **policy** will not apply except in respect of any amount over and above that recoverable under such more specific insurance

This Condition does not apply to any personal accident benefit provided under this **policy** in respect of death or injury to any **insured person**

(13) PRECAUTIONS

You must

- (a) take all reasonable precautions to safeguard any **property** insured by this **policy** against **damage** and to prevent **injury** to any person or loss or destruction of or **damage** to their **property**
- (b) exercise reasonable care in the selection and supervision of **your employees**
- (c) comply with all statutory and other obligations and regulations imposed by any authority in a lawful manner.
- (d) maintain the **premises** and all other **property** insured in a satisfactory state of repair.

GENERAL CONDITIONS - continued

(14) PREMIUM ADJUSTMENT

If any part of the premium is calculated on estimates **you** shall keep an accurate record containing all relevant particulars and shall at any time allow the **company** to inspect such record
You shall within one month after the expiry of each **period of insurance** supply particulars and information as the **company** may require and the premium for such period shall be adjusted subject to any minimum premium.

(15) RECOVERY OF LOST OR STOLEN PROPERTY

If any lost or stolen **property** which is the subject of a claim under this **policy** is recovered **you** must inform the **company** as soon as reasonably possible by recorded delivery letter

If the **property** is recovered before the payment of the claim for loss of that **property you** must reclaim such **property** and the **company** will then indemnify **you** under the terms of this **policy** for any **damage** sustained to such **property**

If the **property** is recovered after payment of the claim for loss of that **property** the **property** will then belong to the **company** but **you** will have the option of retaining the **property** and refunding to the **company** any claim payment the **company** have made for the **property** subject to any appropriate adjustment for **damage** to the **property**

(16) WORKMEN AND ALTERATION TO THE PREMISES OR BUSINESS

Workmen and tradesmen are allowed in or about the **premises** for maintenance purposes and for undertaking minor repairs and alterations without affecting this insurance but the **company** has insured **you** on the basis of information supplied and cover under this **policy** will cease if

- (a) there are changes to the **premises** or the building in which it is located or to **your business** which may increase the risk of loss destruction damage liability accident or **injury**
- (b) there are changes in the occupancy or use of the **premises**
- (c) **your** interest in the **premises** or **your business** ceases
- (d) **your business** is wound up or carried on by a liquidator or receiver or permanently discontinued

unless **you** have notified the **company** within a reasonable time and the **company** have agreed to such changes in writing

POLICY ENDORSEMENTS

The following Endorsements apply to this **policy**:-

(A) Unoccupied Premises

It is a condition precedent to the liability of the **company** that where the **buildings**, or a **self-contained unit** at the **premises** become **unoccupied**, that **you** notify the **company** as soon as possible, and implement the following precautions, unless otherwise agreed in writing by the **company**:-

- (1) the **premises** or **self-contained unit** are fully secured against unauthorised access and all locks, bolts, fastenings and other security devices are put into effective operation;
- (2) any broken or defective windows will be kept boarded up and all other windows and openings will be firmly secured at all times, and any letter-boxes sealed
- (3) all combustible waste materials, lumber and contents, other than **landlords' contents**, are swept up and removed from the **premises**, and not allowed to accumulate therein
- (4) all mains utility services (other than electricity supplies required to maintain fire and/or theft protections and water supplies to any automatic sprinkler installation) must be isolated at the point of entry to the **buildings** and turned off.
Any water (other than any automatic sprinkler installation) or oil pipework or apparatus must be drained down.
- (5) the **premises** must be inspected internally and externally by an authorised person at least once every seven days and any breaches of security or other defects discovered must be rectified immediately and maintain a weekly log of such inspection.
- (6) the **company** reserve that right to require additional precautions to be taken depending on the circumstances pertaining to the risk.
- (7) once an **unoccupied premises**, or **self-contained unit** becomes occupied, **you** must notify the **company** accordingly and pay any additional premium that may become due.

(B) Survey Condition

- (a) As part of this insurance contract the **company** reserves the right to undertake an insurance risks survey of the **premises** at any time prior to or during the currency of this **policy** cover and the **insured** must allow the **company** access to the **premises** and/or related risks to carry out such survey(s).
- (b) following the survey(s) any Risk Improvement Requirements will be notified to the **insured** with details of the date(s) by which each Requirement(s) must be completed.
- (c) if any such Requirement is not completed with the stated timescale then the **company** may opt to:-
 - i) modify the policy premium; or
 - ii) issue a mid-term amendment to the **insured's** policy or section and terms and conditions; or
 - iii) require the **insured** to make alterations to the **premises** insured by the deadline date(s); or
 - iv) exercise the **company's** right to cancel the **policy**; or
- (d) leave the **policy** or section terms and conditions and the premium unaltered the **company's** requirements and decisions will take effect from the date(s) specified unless and until the **company** agrees otherwise in writing. If the **insured** disagree with the **company's** Requirements and/or decisions the **company** will consider the **insured's** comments and where the **company** considers appropriate will continue to negotiate with the **insured** to resolve the matter to the **insured's** and the **company's** satisfaction

(C) Flat Roof Condition

It is a condition precedent to the liability of the **company** that any areas of flat asphalt roofing at the **premises** are inspected at least once every two years by a qualified builder or surveyor qualified surveyor to ensure that it is in good condition. Any defects to be rectified immediately

SECTION 1 – PROPERTY DAMAGE

This Section applies only if stated as INSURED in the Policy Schedule

DEFINITIONS TO THE PROPERTY DAMAGE “ALL RISKS” SECTION

NB For the purpose of determining where necessary the definition within which any property is insured the **company** agree to accept the designation under which such property has been entered in **your** books

Buildings

means the **premises** stated in the **schedule** consisting of:-

- (1) constructed of brick stone slate tile construction and/or other non-combustible materials unless otherwise stated in the **schedule**.
- (2) Landlord's fixture and fittings gates fences and hedges private garages outbuildings extensions annexes gangways canopies fixed signs temporary buildings conveniences lamp posts and street furniture.
- (3) tenants' improvements if **you** are responsible and **property** comprising of fixtures and fittings (but excluding moveable contents) formerly the property of tenants but relinquished to you at the time of surrender of the lease belonging to you or for which you have accepted responsibility including landlords fixtures and fittings walls, and the following expenses necessarily incurred with our consent.
- (4) 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,
- (5) yards car parks roads pavements forecourts and similar surfaces
- (6) all external and internal fixed glass therein.

Declared value

means **your** assessment of the cost of reinstatement of the **property** insured by any Item arrived at in accordance with paragraph (a) of Reinstatement Basis of Settlement Condition at the level of costs applying at the inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with in so far as the insurance by the Item provides due allowance for

- (i) the additional cost of reinstatement to comply with Public Authority requirements
- (ii) professional fees
- (iii) debris removal costs

Landlords Contents

means fixtures and fittings at the **premises** that do not form a permanent part of the structure, furniture, furnishing, fitted carpet, utensils, domestic appliances belonging to **you** or for which **you** have legally accepted responsibility for, either in the common parts of the **buildings**, or in any **self-contained unit** leased or rented out by **you**, on a “furnished” basis, but excluding-

- (1) bills of exchange, promissory, notes, cash, bank and currency, notes, securities, deeds, bonds or, documents of any description;
- (2) business books, plans, specifications, designs or computer system records;
- (3) curios, watches, works of art, antiques, sculptures, rare books or pictures where the value of any one article exceeds €500;
- (4) jewellery precious stones or articles made from them precious metals bullion furs or rare books
- (5) trade stock and materials;
- (6) **property** more specifically insured

Property

means physical, tangible assets belonging to **you**, or for which **you** are legally responsible, as described in the **schedule** and insured by this **policy**

SECTION 1 – PROPERTY DAMAGE - continued

INSURING CLAUSE

If any **property** suffers accidental **damage** during the **period of insurance** by a cause that is not excluded hereunder, occurring at the **premises** of the **insured** within the **geographical limits**, or elsewhere as provided for by the **policy** terms, conditions and extensions; the **company** will pay the **insured** an amount calculated in accordance with the Basis of Settlement, or at their option will reinstate or replace the **insured's property** or any part of it which is lost destroyed or damaged. Provided that their liability under this Section does not exceed:-

- (1) the **sum insured** for each Item,
- (2) in total, the total **sum insured**

stated in the **schedule** applicable to this Section.

EXCLUSIONS TO THIS SECTION

This Section does not cover

(1) **Excess**

The amounts stated in the **schedule** in respect of:-

- (a) each and every claim in respect of **damage** caused by subsidence, ground heave or landslip;
- (b) each and every claim for **damage** caused by flood;
- (c) each and every claim for **damage** caused by theft and/or malicious persons
- (d) all other claims

(2) **Inbuilt defect wear tear and defective workmanship**

damage to property caused by or consisting of:

- (a) inbuilt or latent defect, gradual deterioration, wear and tear, its own faulty or defective design or materials, including materials containing pyrite
- (b) faulty or defective workmanship, operational error or omission on the **insured's** part or that of any of their **employees**

but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section.

(3) **Frost and weight of snow**

damage caused by:

- (a) frost
 - (b) by weight of snow to outbuildings, lean-to structures or the contents thereof
- but subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy** is covered under this Section.

(4) **Corrosion or change in temperature**

damage caused by or consisting of:

- (a) corrosion rust wet or dry rot shrinkage evaporation contamination loss of weight dampness dryness marring scratching denting vermin or insects
but the following is covered under this Section:
 - (i) such **damage** not excluded elsewhere in this Section or **policy** which itself results from any **specified peril** or from any other accidental cause
 - (ii) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**

SECTION 1 – PROPERTY DAMAGE - continued

- (5) **Joint leakage or breakdown**
damage consisting of or caused by:
- (a) joint leakage or failure of welds, cracking, fracturing **collapse** or overheating of boiler, economisers, superheaters, pressure vessels or any range of steam or feed piping connected to them
 - (b) mechanical or electrical **breakdown** or derangement in respect of the particular machine apparatus, or equipment in which **breakdown** or derangement originates but the following is covered under this Section:
 - (i) such **damage** not excluded elsewhere in this Section or **policy**, which itself results from any **specified peril**
 - (ii) subsequent **damage** which itself results from a cause not excluded elsewhere in this Section or **policy**.
- (6) **Settlement of new structures and damage to buildings involving**
damage caused by or consisting of:
- (a) normal settlement or bedding down of new structures
 - (b) subsidence, ground heave or landslip, which commenced prior to the inception of this cover
 - (c) the settlement or movement of made up ground or by coastal or river erosion
 - (d) movement or settlement of yards, car parks, roads, pavements, walls, gates or fences unless the main **building** insured by this Section are affected at the same time and by the same cause
 - (e) use of defective materials or arising from defective design or workmanship, or demolition, construction, erection, ground or excavation works or structural alterations or repair of any **property** at the **premises** or the site of any adjoining premises, unless **we** have agreed otherwise in writing.
- (7) **Change in the water table level**
damage attributable to change in the water table level.
- (8) **Theft**
damage caused by **theft** or attempt theft thereat:-
- (a) unless involving entry to, or exit from the **buildings** at the **premises** by forcible and violent and means or by violence or threat of violence to the **insured** or any **employee**
 - (b) involving the collusion of the **insured** or any **employee(s)**.
- (9) **Collapse or damage to buildings in course of erection**
damage to a **building** or structure:
- (a) caused by its own collapse or cracking, unless resulting from a **specified peril**
 - (b) in the course of erection
- (10) **Fences, gates and open-sided buildings**
damage to fences, gates and open-sided or open-ended **buildings** caused by wind, rain, hail, sleet, flood or dust;
- (11) **Unoccupied Buildings**
damage in respect of any Buildings which are **unoccupied** caused by:-
- (a) freezing
 - (b) escape of water from any tank apparatus or pipe
 - (c) malicious persons (other than by fire or **explosion**)
 - (d) theft or attempted theft
 - (e) damage to fixed glass
- (12) **Property insured by other insurance**
any **building** which at the time of **damage** is insured by a more specific insurance

SECTION 1 – PROPERTY DAMAGE - continued

BASIS OF SETTLEMENT

(1) Day One Value Basis

This Condition applies to all **property** insured, unless an alternative Basis of Settlement is shown as applying against the Item stated in the **schedule**:-

Subject to the following “special conditions”, the amount payable will be calculated as reinstatement of the **damage** to such **property**. For this purpose, reinstatement shall mean:-

- (a) the rebuilding or replacement of damaged **property**, which provided that the **company’s** liability is not increased may be carried out
 - (i) in any manner suitable to the **insured’s** requirements
 - (ii) upon another site
- (b) the repair or restoration of **damaged property** to a condition equivalent to, or the same as, but not better or more extensive than when new.

The **insured** having stated in writing the **declared value** incorporated in each Item to which this Basis of Payment applies, the premium has been calculated accordingly.

Special Conditions applicable to Day One Value Basis

- (1) at the inception of each **period of insurance** the **insured** shall notify the **company** of the **declared value** of the **property** insured by each of the said item(s). In the absence of such declaration, the current **declared value** shall be taken as the **declared value** and adjusted for inflation for ensuing **period of insurance**;
- (2) If at the time of **damage** the **declared value** of the **property** insured by such item is less than the cost of reinstatement at the start of the **period of insurance**, then the **company’s** liability for any **damage** shall not exceed the proportion that the **declared value** bears to the cost of reinstatement
- (3) the liability of the **company** for the repair or restoration of **property** that is partially damaged only, will not exceed the amount that would have been paid if the **property** had been completely destroyed;
- (4) no payment will be made beyond the amount that would have been payable in the absence of this Day One Value Basis Value clause:-
 - a) unless reinstatement commences and proceeds without unreasonable delay;
 - b) until the cost of reinstatement has actually been incurred
 - c) if the **property** covered by this Section at the time of the **damage** is insured by any other insurance which is not upon the same basis of reinstatement

If the **insured** does not comply with Special Condition (4) above or decides not to reinstate the **property** insured in a condition equal to but not better or more extensive than its condition when new, then the cover by this basis of payment shall not apply, and the insurance in respect of such items we be subject to the following “Condition of average”:-

“Condition of average”

The cover for each item is deemed to be subject to average, so that if at the time of **damage**, the reinstatement costs of the **property**, including due allowance for public authority requirements, professional fees and debris removal costs, is more than 115% of the **declared value** stated in the **schedule** then the amount payable will be reduced in proportion to the amount that the **declared value** represents of the reinstatement cost

SECTION 1 – PROPERTY DAMAGE - continued

(2) Reinstatement Basis of Settlement

Subject to the undernoted provisions the basis upon which the amount payable in respect of any Item under this section (other than stock, motor vehicles and their accessories **employees'** directors' visitors' and guests pedal cycles and personal effects) is to be calculated shall be the reinstatement of the **property** lost destroyed or damaged

For this purpose reinstatement means

- (a) the rebuilding or replacement of **property** lost or destroyed which provided the liability of the **company's** is not increased may be carried out
 - (i) in any manner suitable to the **insured's** requirements
 - (ii) upon another site
- (b) the repair or restoration of **property** damaged in either case to a condition equivalent to or substantially the same as but not better or more extensive than its conditions when new
Provided that
 - (i) The liability of the **company** for the repair or restoration of **property** damaged in part only shall not exceed the amount which would have been payable had such **property** been wholly destroyed
 - (ii) 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** insured by any Item subject to this Condition exceeds its **sum insured** at the commencement of any **damage** the liability of the **company** shall not exceed that proportion of the amount of the **damage** which the said **sum insured** shall bear to the sum representing the whole of such **property** at that time
 - (iii) No payment beyond the amount which would have been payable in the absence of this Condition shall be made
 - (A) unless reinstatement commences and proceeds without unreasonable delay
 - (B) until the cost of reinstatement shall have been actually incurred
 - (C) if the **property** insured by any Item at the time of its **damage** shall be insured by any other insurance effected by or on **your** behalf which is not upon the same basis of reinstatement

(3) Index Linking

This Condition applies to all Items insured by this Section;

The **declared value** where appropriate) on any Item will be adjusted by the percentage change in an appropriate price index determined by the **company**. No premium will be charged on such adjustments, but the renewal premium for the subsequent **period of insurance** will be calculated on the revised **sums insured** (and "**declared values**") where applicable.

The index linking will continue to apply to the **sum(s) insured** of any **property** insured that is the subject of a claim (at the rate of 1/365th per day), until the time of final adjustment of the loss

(4) European Union and Public Authorities

The cover under this Section for Contents extends to include additional costs of rebuilding or reinstatement of lost destroyed or **damaged property** which **you** incur solely to comply with

- (a) European Union Legislation, or
- (b) Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority excluding:-
 - (1) any such costs where the Item is not subject to the Reinstatement Basis of Payment (Special Condition (1))
 - (2) the cost incurred in complying with any of the aforesaid Regulations or Bye-Laws
 - (a) in respect of **damage** occurring before this cover was granted
 - (b) in respect of **damage** not insured by this Section
 - (c) under which notice was served upon **you** before the date of **damage**

SECTION 1 – PROPERTY DAMAGE - continued

- (d) in respect of undamaged **property** or undamaged portions of **property** forming any part of the **property** sustaining **damage** except for undamaged foundations (unless foundations are specifically excluded from cover by **endorsement** to this **policy**)
- (c) the additional cost exceeding that which would have been required to make good **property** which sustained **damage** to a condition equal to its condition when new had it not been necessary to comply with any one of the above Regulations or Bye-Laws
- (d) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **property** or by its owner in order to comply with any of the above Regulations or Bye-Laws

Provided that:-

- (i) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the date of the **damage** or within such further time as the **company** may allow (during the said 12 months) and may be carried out upon another site (if Regulations or Bye-Laws so require) subject to the **company's** liability not being increased by this additional cover
- (ii) if apart from this additional cover the **company's** liability for **property** is reduced by the application of any terms and conditions of this **policy** then the **company's** liability in respect of any such costs will be reduced in like proportion
- (iii) the total amount payable for **property** will not exceed the **sum insured** for it stated in the **schedule** applicable to this Section

(5) Buildings Awaiting Demolition

Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that, if at the time of **damage** any **buildings** are awaiting demolition, the **company's** maximum liability shall not exceed the additional costs of removing debris, in accordance with the provisions of the Debris Removal Clause, which are incurred by **you** solely as a result of the **damage**.

(6) Property awaiting redevelopment or refurbishment

If the **buildings** insured are awaiting redevelopment, refurbishment or renovation at the time of **damage**, the liability of the **company** shall exclude any costs that **you** would have incurred in the absence of such **damage**

CONDITIONS TO THIS SECTION

(1) Automatic Reinstatement of Sum Insured

In the absence of written notice by the **insured** or the **company** to the contrary within 30 days of the occurrence of any **damage** the **sums insured** by this Section shall not be reduced by the amount of any loss and the **insured** shall pay the appropriate premium for such automatic reinstatement of cover provided that

- (a) the **insured** shall carry out any reasonable recommendations put forward by the **company** to prevent further loss
- (b) in respect of **damage** by Theft (if insured) the automatic reinstatement shall apply on the first occasion only in each **period of insurance**

(2) Contracting Purchasers

If at the time of loss or destruction of or damage to **property** **you** have contracted to sell **your** interest in any **buildings** covered by this Section and the purchase is not completed but will be completed at a later date the purchaser will on completion of the purchase (in so far as the **property** is not insured elsewhere against such **damage** by or on his behalf) be entitled to

SECTION 1 – PROPERTY DAMAGE - continued

benefit under this Section until completion of the purchase without affecting **your** rights and liabilities under this Section or those of the **company**

(3) **General Interests**

The interests of each lessee(s) at the **premises** are hereby noted in respect of the insurance provided by Section 1 of this **policy**. The nature and extent of such interest to be disclosed in the event of **damage** occurring that affects those part(s) of the **premises** in their demise.

(4) **Mortgagees Non Invalidation**

Any act, omission, alteration or neglect of by the Leaseholder, Lessee or Mortgagor whereby the risk of **damage** is increased without the authority or knowledge of the Freeholder, Lessor or Mortgagee, their interests will not be prejudiced, provided that **you** notify the **company** immediately on becoming aware and pay an additional premium if required by **us**.

(5) **Non Invalidation**

The insurance by this Section, shall not be invalidated by any act of omission or by any alteration, whereby the risk of **damage** is increased unknown to **you** or beyond **your** control, provided that immediately **you** become aware thereof, you shall give **us** notice and pay such additional premium if required by **us**.

(6) **Subrogation Waiver**

We agree to waive any rights remedies or relief to which **we** may be entitled by subrogation against:-

- (a) any parent or subsidiary company of the **insured** or any company which is subsidiary of a parent company of which **you** are a subsidiary as defined in the relevant legislation current at the time of **damage**;
- (b) any tenant or lessee in respect of **damage** to that part of the **property** occupied by the tenant or lessee or to common parts of the building provided that the **damage** is not a result of a criminal fraudulent or malicious act by the tenant or lessee.

ADDITIONAL CLAUSES TO THIS SECTION

(1) **Debris Removal**

The **sum insured** in respect of each item shown in the **schedule** is deemed to include the cost of removing debris, demolishing, shoring up or propping up of the damaged parts, clearing drains, gutters sewers for which **you** are responsible for of the **property** insured, excluding any costs or expenses:

- (a) incurred in removing debris, except from the **premises** of such **property** insured destroyed or from the area immediately adjacent to the **premises**.
- (b) arising from pollution or contamination of **property** not insured by this Section.

(2) **Delays in Rebuilding**

The **company** shall not be liable for any increase in costs due to unreasonable delays in rebuilding unless these delays are entirely beyond the control of the **insured**

(3) **Professional Fees**

It is hereby agreed, that the **declared value(s)** of the **property insured** include a suitable allowance for architects, surveyors, consulting engineers and legal fees necessarily incurred in connection with the repair or reinstatement of the damaged parts of the **property** insured, excluding fees for preparing any claim.

SECTION 1 – PROPERTY DAMAGE - continued

(4) Sale of Buildings

When **you** contract to sell your interest in the **property** insured, the contracting purchaser who completes the purchase and his or her mortgagees shall have the benefit of the insurance by this Section. The benefit shall be up to the date of completion, during the currency of this **policy** and provided the **property** insured is not otherwise insured. The benefit shall also be without prejudice to **your** and **our** rights and liabilities.

EXTENSIONS TO COVER BY THIS SECTION

This insurance provided by this Section extends to include cover for:-

(1) Capital Additions

We will indemnify **you** in respect of **damage** to:- alterations, additions and improvements to **building(s)** and/or **landlords contents** (but not in respect of any appreciation in value) situated anywhere in the **geographical limits**, provided that:-

(i) **our** maximum liability will not exceed 20% of the total **building** and/or **content sums insured**; or

(ii) **€500,000** whichever is less

you must provide **us** with the details of such new or additional **property** as soon as possible and pay any additional premium due.

(2) Contractor's Interest

Where **you** are required to effect insurance on **building(s)** in the joint names of the contractor and **yourself** under the terms of a contract condition, then the interest of the contractor in the **building(s)** as a joint insured is hereby noted, subject to works involving any of the following are notified to the **company** prior to work commencing and the **company** reserves its right to amend the terms and conditions applying and charge an appropriate additional premium:-

(a) any single contract valued in excess of €25,000, or ten percent (10%) of the **sum insured** on the **building(s)**, whichever is the less;

(b) any work involving hot roofing or the application of heat using welding, cutting or grinding equipment that generates sparks

(3) Contract Works

For the purposes of this Extension 'Contract Works' means:-

property forming part of the permanent or temporary works completed or in the course of completion in the performance of a contract at the **premises** with on **your** behalf, and materials or others goods supplied for incorporation into the works but excluding any **property** that is more specifically insured.

The insurance for **buildings** extends to include "Contract Works" to the extent that **you** have contracted to arrange cover, provided that this Extension shall only apply insofar as such "Contract Works" are not otherwise insured.

The **company's** liability under this Extension shall not apply to any "Contract Works" where the original contract price or contract value at the time of completion of the works exceeds €100,000; and the **company** shall not be liable for the first €500 of each and every claim.

(4) Drain Cleaning

For **your costs and expenses** of cleaning, clearing and/or repairing drains, gutters, sewers for which **you** are responsible following **damage** as insured by this Section and occurring at the **premises** listed in the **schedule**.

SECTION 1 – PROPERTY DAMAGE - continued

(5) Failure of Third Party Insurance

This Extension applies only to any **building** leased to, or by **you**, but where the lessee or freeholder thereof is responsible for arranging the insurance on the **buildings** under the terms of the lease between **you** and them.

The insurance provided by this Extension covers **damage** as insured by this Section to the extent that the lessee or freeholder is unable to recover an amount equivalent to that which would have been payable hereunder, if the said **premises** were insured under this **policy**, as a result of the lessee or freeholder failing to arrange or maintain insurance in accordance with the terms of the lease.

However, the **company** shall not be liable under this extension:-

- (a) unless they are the sole providers of Property Damage and Loss of Rent insurance for all properties owned by **you** in connection with the **business** and in respect of which **you** have an obligation to arrange the insurance cover
- (b) if the insurance arranged by the lessee or freeholder does not respond to the claim as a result of a breach of a condition or warranty or risk improvement(s) not having been complied with that was the result of an act or omission on **your** part; or if the lessee or freeholder fails to make or pursue a legitimate claim;
- (c) if **you** fail to check, at least annually, all properties owned or leased by **you** and for which **you** are responsible to ensure that effective insurance is in place for such **premises**

(6) Fire Brigade Charges

The **company** will indemnify the **insured** in respect of such fire brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under this Section of the **policy**; provided that the **company's** maximum liability in respect of these charges shall not exceed €50,000

(7) Fire Extinguishment Expenses & Risk Protection Equipment Replacement Costs

Cover extends to include the reasonable costs and expenses incurred in refilling, recharging or replacing any of the following as a result of **damage** as insured under this Section:-

- (a) portable fire extinguishing appliances
- (b) local fire suppression system
- (c) fixed fire suppression system
- (d) sprinkler installation
- (e) sprinkler heads
- (f) having any fire and/or intruder alarms and close-circuit television equipment re-set as a

Provided that the maximum amount **we** will pay under this extension is €25,000.

(8) Fly Tipping

The costs necessarily and reasonably incurred in clearing and removing, any property illegally deposited in or around the **premises** up to €10,000 any one loss and €30,000 in any one **period of insurance**; but excluding the first €1,000 of each and every claim.

(9) Further Investigation Expenses

Where the **premises** has suffered **damage**, and where a competent construction professional believes there is a reasonable possibility of **damage** to other portions of the same **building** which is not immediately apparent, **we** will, with **our** prior consent, pay the reasonable costs incurred by **you**, to investigate whether or not such damage has occurred. **We** will also pay the reasonable costs incurred by **you**, to establish whether or not, other **buildings** within a half mile radius of the **premises** have suffered **damage** in the same incident, but **we** will only pay for this if **damage** has occurred for which **we** are liable.

SECTION 1 – PROPERTY DAMAGE - continued

(10) Frustrated Legal Costs

The legal **costs and expenses** for the prospective sale of any **premises** insured hereunder and the amount payable shall be such sums that **you** shall be legally liable to pay and shall pay solely as a consequence of the cancellation of the sale as a result of **damage** to the **premises**.

Provided that the most the **company** will pay in respect of sales cancelled during the **period of insurance** is €10,000.

(11) Gardening Equipment

Cover is extended to include the cost to the **insured** of replacing gardening equipment the property of the **insured**, or for which they are legally responsible, as a result of **damage** by fire (excluding self ignition/overheating), lightning, explosion or theft but not exceeding €10,000 in respect of any one loss.

(12) Glass Breakage

The insurance provided by this Section, extends to include reasonable costs necessarily incurred in respect of boarding up or temporary glazing, pending replacement of broken glass, the removal and refixing of window fittings and other obstacles to said replacement and the replacement of fixed glass at the **premises**, but excluding:-

- (a) **damage** caused by scratching or cracking that does not extend through the full thickness of the glass
- (b) **property** that is more specifically insured or the responsibility of the tenant(s) under the lease arrangements at the **premises**

(13) Inadvertently Uninsured Property

Cover in respect of **buildings**, is extended to include **premises** anywhere in the **geographical limits**, for which the **insured** has an obligation to insure (whether owned by them or leased to them) which has inadvertently been left uninsured:

- (a) €500,000 at any one situation, in respect of any newly erected and/or newly acquired **buildings**, occupied solely as offices, or **private dwelling accommodation**
- (b) €500,000 at any one situation, in respect of any other newly erected and/or newly acquired **buildings**, occupied other than as above
- (c) alterations, additions and improvements to a building, but, not in respect of appreciation in value for an amount up to 10% of the **sum insured** or €100,000, whichever is the lower at any one situation.

The **insured** will advise the **company** in writing immediately, when they become aware of an omission to insure and will pay the appropriate premium due from the date upon which the insurance becomes the responsibility of the **insured**.

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

(14) Landscaped Gardens

The reasonable cost of restoring or repairing any **damage** or destruction to external landscaping, the property of the **insured** or for which they are responsible for at the **premises** caused by the Fire Brigade or other authorities attending the **premises**, solely as a result of **damage** to the **buildings** up to an amount not exceeding €10,000 any one claim.

SECTION 1 – PROPERTY DAMAGE - continued

(15) Loss of Keys

The cost of necessarily replacing external door locks and keys, to maintain the security of the **buildings** following theft of keys:

- (a) by forcible and violent means from the **premises** or the private residence of the **insured** or an **employee** of the **insured** authorised to hold such keys
- (b) involving hold up, actual or threatened assault or violence, to the **insured's** member or the **insured's** family or to any **employee** of the **insured** up to an amount not exceeding €1,000 any one claim, and €10,000 in total during any one **period of insurance**.

(16) Loss of Metered Utilities

We will pay for charges, for which **you** are responsible, if any metered electricity, gas or water is accidentally discharged from a metered utility system, providing service to the **premises**.

The maximum **we** will pay is:-

- (a) for any one claim is €5,000
- (b) in the aggregate for any one period of insurance is €10,000

We will not pay for any such costs where:-

- (i) the **buildings** are **unoccupied**,
- (ii) the loss is discovered more than 30 days after the occurrence of the **damage**;
- (ii) remedial action to stop the loss is not taken as soon as practicable upon discovery of the **damage**.

(17) Newly Acquired Buildings

This Section, extends to include newly acquired **buildings** in the **geographical limits** , insofar, as the same are not otherwise insured and alterations, additions and improvements to the **property** insured (but not in respect of appreciation in value) provided that:

- (a) at any one situation this cover will not exceed €500,000.
- (b) **you** undertake, to give **us** details of such extension within 21 days of acquisition or alteration, to effect specific insurance thereon and pay such additional premium as may be required from the date of acquisition or alteration.

(18) Removal of Nests

With **our** written consent, **we** will indemnify **your** reasonable costs and expenses, to remove the nests of bees, hornets or wasps and other insects harmful to humans from **your premises**. We will not pay the cost of removing such nests that were already in the building prior to the inception of the policy. **Our** maximum liability regarding this extension will be €1,500 for any one claim.

(19) Residential Properties – Rents / Alternative accommodation

In the event of **damage** affecting the residential portion of the **premises**, and which has become uninhabitable, **we** will indemnify **you** in respect of either:-

- (a) loss of rental income occurring following such **damage**; or
- (b) the reasonable costs and expenses, to provide alternative accommodation for **your** tenants and temporary storage of their furniture until the **premises** are fit for re-letting;

Provided that:-

This extension is subject to the cause of the **damage** being insured by this Section and **our** maximum **limit of liability** not exceeding 25% of the relevant **buildings sum insured**

(20) Sprinkler Installation Upgrade costs

Following **damage**, loss to **your building**, **we** will only pay the additional expenses if **we** require **you** to upgrade **your** automatic sprinkler system and repair or reinstate the automatic sprinkler installation to:-

- (a) Loss Prevention Council Rules for automatic sprinkler installations current at the time.
- (b) **our** maximum liability under any item of this Section will not exceed its **sum insured**. provided that:

SECTION 1 – PROPERTY DAMAGE - continued

- (i) the sprinkler system, does not conform to Loss Prevention Council 29th edition rules for automatic sprinkler system
 - (ii) the sprinkler system, does not conform to later amendments of such rules.
- (21) **Temporary Removal**
Landlord contents and **all other contents**, whilst temporarily removed from the **premises**, for cleaning renovation, repair or similar purposes and whilst in transit thereto and therefrom, anywhere within the **geographical limits** for an amount not exceeding 15% of the **sum insured** but excluding **damage** by theft or attempted theft to **property** whilst in transit. **We** will not indemnify **you** in respect of **property** removed for more than 90 consecutive days unless **we** agree a longer period in writing
- (22) **Trace and Access**
In the event of **damage** resulting, this Section extends to include costs necessarily and reasonably incurred in locating the source of the **damage** to effect repairs and the costs of making good. A limit of €25,000 in respect of any one claim excluding costs or expenses incurred, where damage, results solely, from a change in water table level.
- (23) **Tree Felling or Lopping**
The reasonable cost of felling or lopping trees at the **premises** insured, which **you** are responsible if they are considered by an arborologist or other qualified person to be an immediate threat to the safety of human life or **property** as a result of **damage**; provided, that **our** liability, does not exceed €1,500 in respect of any one claim. **We** will not pay for
- (a) legal or local authority costs involved in removing trees;
 - (b) costs solely incurred to comply with a preservation order;
 - (c) **damage** caused by the process of lopping or felling
- (24) **Unauthorised Use of Utility Supplies**
Where **your premises** has been accessed unlawfully by person taking possession, keeping possession or occupying **property** and **your** gas, electricity, oil or water is discharged from a metered system without **your** authority, the **company** will pay for the charges incurred to **you**.
This extension is subject to **you** taking all reasonable measures to stop and/or terminate unauthorised use as soon as **you** are aware and **our** maximum liability is €10,000 for any one claim in the aggregate in any one **period of insurance**.
- (25) **Underground Services**
The cost of repairing **damage** to 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 and provided such **damage** is not otherwise insured.
- (26) **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 **company** have paid or agreed to pay for such **damage**
 - (iii) if any payment made by the **company** 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 **building**

SECTION 1 – PROPERTY DAMAGE - continued

- (c) where an option to reinstate on another site is exercised, the **company's** liability under this clause shall not exceed the amount that would have been payable had the **buildings** been rebuilt on its original site
- (d) the **company's** liability under this clause shall not include amounts payable by **you** as penalties or interest for no payment or late payment of tax
- (e) in respect of this clause, terms elsewhere in this **policy** that are contrary to the operation of this clause are overridden in respect of those items to which this clause applies; and
 - (i) for the purposes of any condition of Average, rebuilding costs will be exclusive of Value Added Tax
 - (ii) the liability of the **company** may exceed the **sum insured** of an individual item or the total **sum insured** where such excess is solely in respect of Value Added Tax.

SECTION 2 – LOSS OF RENT RECEIVABLE

This Section applies only if stated as INSURED in the Policy Schedule

DEFINITIONS TO THIS SECTION

The definitions described in this Section are to be read in addition to the General Definitions.

Indemnity Period

means the period beginning with the occurrence of the **damage** and ending not later than the **maximum Indemnity period** thereafter, during which, the results of the **business** shall be affected in consequence of the **damage**.

Maximum Indemnity Period

means the period stated in the **schedule**

Rent Receivable

means the money paid or payable to the **insured** for accommodation and services provided in the course of the **business** at the **premises**

Service Charges

means charges paid or payable to the **insured**, other than **rent receivable**, for maintenance and repair and other service provisions at the **premises**.

Standard Rent Receivable

Standard rent receivable means the gross rental during the twelve months immediately before the date of the **damage** which corresponds with the indemnity period

INSURING CLAUSE

The **company** will indemnify the **insured**, in respect of loss of **rent receivable** and / or **service charges** occurring during the **indemnity period** resulting from **damage** as insured under Section 1 of this **policy**, to the **premises** listed in the **schedule** provided that:-

- (1) payment shall have been made or liability for such **damage** having been admitted under Section 1, unless such payment or liability has been excluded as being below the excess applicable in respect of such **damage**.
- (2) The **company's** limit of liability shall not exceed the **rent receivable** sum insured stated in the **schedule** in respect of the **premises** affected by the **damage**.

BASIS OF CLAIMS SETTLEMENT

The indemnity provided by this Section shall apply to:

- (1) The reduction in **rent receivable**; and
- (2) Increase in cost of working

and the amount payable shall be calculated as follows:-

- (a) In respect of **rent receivable**, the amount by which the **rent receivable** during the **indemnity period** shall in consequence of the **damage** fall short of the **standard rent receivable**.
- (b) In respect of increase in costs of working, the additional expenditure necessarily and reasonably incurred with the company's consent to avoid or diminish the reduction in **rent receivable** during the **indemnity period**, which but for that expenditure would have taken place, but not exceeding the amount of the reduction thereby avoided. Less sum saved during the indemnity period in respect of such of the charges and expenses of the **business** payable out of **rent receivable** as may cease or be reduced in consequence of the damage.

SECTION 2 – LOSS OF RENT RECEIVABLE - continued

CONDITIONS TO THE BUSINESS INTERRUPTION SECTION

- (1) **Alternative Trading**
If during the **indemnity period** accommodation shall be provided or services rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such accommodation and services shall be taken into account in assessing the **rent receivable** during the **indemnity period**.
- (2) **Automatic Reinstatement of Sum Insured**
In the event of a claim the **sum insured** shall not be reduced by the amount of the loss, destruction or **damage**. In the event of all other claims the **sum insured** shall be reduced by the amount of the loss, destruction or **damage** until the next renewal of the policy unless **the company** agrees on payment of an additional premium to reinstatement of the **sum insured**.
- (3) **First Financial Year**
In the event of **damage** occurring before expiration of the first financial year of **the business** the results of **the business** to date of the **damage** shall be used as a basis upon which to assess what the **gross income** of the **business** for the first financial year would have been had the **damage** not occurred.
- (4) **Unoccupied Buildings**
Where the **buildings** or any part of them are **unoccupied**, and sustain **damage** during the **period of insurance**, **our** maximum liability will be the loss of **rent receivable** during the period of reinstatement or repair, and will be calculated based solely on any tenancy agreement in respect of such **building** in existence at the time of the **damage** occurring.
- (5) **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.
- (6) **Cessation of Trading**
Where the **business** stops trading, carried on by a liquidator or receiver or no longer exists after the **period of insurance** start date then the indemnity provided by this Section will be avoided
- (7) **Rent Review**
Where **rent receivable** is subject to a rent review during the **period of insurance** the **rent receivable** amount payable may be automatically increased to reflect the revised amount of **rent receivable** subject to a maximum increased amount of 150% of the **sum insured** stated in the schedule.
This does not include any increases in **rent receivable** resulting from alterations, additions, extensions or improvements to the **buildings** insured or in respect of newly erected or newly acquired **premises**.

EXTENSIONS TO THE LOSS OF RENT RECEIVABLE SECTION

The indemnity provided by this Section extends to include interruption of or interference with the **business** in consequence of:-

- (1) **Alterations and Additions**
The insurance provided includes **rent receivable** in respect:
 - (a) alterations, additions and improvements to the **premises**
 - (b) newly acquired or newly erected **premises** within the **geographical limits**, for no more than 20% of the total **sum insured** by this Section or €50,000, whichever is the less, at any one **premises**, provided that the **insured** shall give details to the **company** within ninety days of the date of acquisition of the **premises**;

SECTION 2 – LOSS OF RENT RECEIVABLE - continued

(c) the commencement date of the insured's interest in such rent:
effect specific cover retrospective to such date, and pay the appropriate additional premium

(2) Damage at Managing Agents Premises

Damage to property at the premises of the **insured's** managing agents, as a consequence of which **your rent receivable** is reduced provided that the **company's** liability shall not exceed 10% of the **rent receivable sum insured** or €10,000 whichever is the less.

(3) Denial of Access

Interruption of or interference with **your business** in consequence of **damage** to property in the vicinity of the **premises**, whether the **property** of the **insured** at the **premises** shall be damaged or not, which shall prevent or hinder the use of the **premises** or access thereto.

Provided that the **company's** liability shall not:-

- (a) exceed €50,000 in respect of any **incident** and in total during any one **period of insurance** unless otherwise stated in the **schedule**
- (b) include the first 12 hours of any such interruption or interference

(4) Failure of Public Supplies

Interruption of or interference with **your business** in consequence of the accidental failure of the supply of electricity, gas, telecommunications or water up to the terminal feed points at the **premises**.

Provided that the **company's** liability under this clause in respect of any one occurrence shall not exceed €50,000 in respect of any one **incident** and in total during any one **period of insurance** unless otherwise stated in the **policy schedule**.

This Extension does not cover interruption of or interference:

- (a) brought about by the deliberate act of any supply authority, by the exercise of any such authority of its power to withhold or restrict supply or by drought; or
- (b) occasioned by strike or labour or trade disputes
- (c) due to atmospheric or weather conditions, but this shall not exclude failure due to **damage** to equipment caused by such conditions.
- (d) the first 24 hours of the failure of ours of any such interruption or interference for each and every claim

(5) Murder Disease or Public Health Closure

Interruption of or interference with **your business** as insured by this Section shall be deemed to include

- (a) murder or suicide at the **premises**;
- (b) any occurrence of Legionellosis at the **premises**;
- (c) any organism that is likely to cause a **Specified Illness** at the **premises**
- (d) closure, in whole or in part, of the **premises** by a competent public authority following defects in drains or other sanitary arrangements, or the discovery of pests or vermin at the **premises**;

The **company's** liability under this Extension in respect of each and every claim shall not exceed €50,000, nor in total in any one **period of insurance** unless otherwise stated in the **policy schedule**.

For the purposes of this extension the following Definitions apply:

Legionellosis: means illness sustained by any person or persons resulting from the escape of legionella from water systems, tanks, air-conditioning plants or cooling towers at the **premises**

Specified Illness: means illness sustained by any person or persons resulting from any of the following human infectious or contagious diseases:-

Mumps, Malaria, Yellow Fever, Acute Encephalitis, Chickenpox, Cholera, Scarlet Fever, Viral Hepatitis, Whooping Cough, Tuberculosis, Smallpox, Dysentery, Acute Poliomyelitis, Anthrax,

SECTION 2 – LOSS OF RENT RECEIVABLE - continued

Diphtheria, Leprosy, Leptospirosis, Meningococcal Infection, Ophthalmia Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Tetanus and Typhoid Fever

For the purposes of this Extension the **indemnity period** shall be defined as:

- In respect of (c) and (d): the period of time starting from when the **business** is affected and ending no more than 3 months later;
- In respect of (a) and (b): the period of time starting from the date of the occurrence or discovery and ending no more than 3 months later

(6) Prevention of Access by Competent Authority

Interruption of or interference with **your business** as insured by this Section shall be deemed to include temporary closure of, or prevention of access to, the **premises** by the actions of the emergency services, or another competent public authority, taken for purposes of protecting property, or safeguarding people from a risk, or the perceived threat of risk to life, in the immediate vicinity of the **premises**.

Provided that:-

- (a) the **company** shall not be liable for the first 24 hours of such interruption or interference;
- (b) the **maximum indemnity period** under this extension shall not exceed 30 days
- (c) the maximum liability of the **company** shall not exceed €10,000

(7) Loss of Attraction

Interruption of or interference with **your business** insured by this Section shall include loss resulting from **damage** to property within one mile of the **premises** which in direct consequence causes the termination or renegotiation of any lease or tenancy agreements or the delay in completion or letting of the **premises**, and in consequence of which the **rent receivable** is reduced, provided that:-

- (a) **damage** does not include obstructions due to weather conditions or climate changes
- (b) the liability of the **company** shall not exceed €50,000 unless otherwise stated in the **schedule**

SECTION 3 – PROPERTY OWNERS LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

INSURING CLAUSE

In the event of

- (1) accidental **bodily injury** to any person
- (2) accidental loss of or accidental **damage** to material property
- (3) accidental loss of amenities nuisance trespass or interference with any right of way light air or water,

occurring during the **period of insurance** and arising out of or in connection with:-

- (a) the **insured's business**,
- (b) the maintenance, upkeep and repair of the **premises**

occurring within the **geographical limits**, the **company** will indemnify the **insured** in respect of their liability at law for compensation together with **costs and expenses**

Limit of Indemnity

The amount stated within the **schedule** as the **limit of indemnity** in respect of any occurrence or series of occurrences arising from the same original cause. In addition **we** will pay **costs and expenses**.

EXCLUSIONS TO THE PROPERTY OWNERS LIABILITY SECTION

This Section does not cover

- (1) **Excess**
The first €500 of each and every claim for third party property damage
- (2) **Fines Liquidated Damages or Penalties**
liability for fines liquidated damages or penalties of any kind or for punitive exemplary restitutionary or multiplied damages
- (3) **Injury to Employees**
liability to any **employee** for **injury** arising out of and in the course of their employment by the **insured**
- (4) **Property in the Insured's Custody or Control**
physical loss of or **damage** to
 - (a) property belonging to the **insured** or in their custody or under their control or that of any **employee** (other than property belonging to **your** visitors directors partners or **employees**)
 - (b) that part of any property on which the **insured** or any of their **employees** or agents are or have been working where the physical loss or **damage** results from such work
- (5) **Advice and Professional Services**
liability caused by or arising from:-
 - (a) any advice design or specification given by the **insured** or on their behalf for a fee, or where a fee would normally be payable;
 - (b) professional services rendered by or on behalf of the **insured**
- (6) **Aircraft Hovercraft and Watercraft**
liability caused by or arising from the ownership possession or use by **you** or on **your** behalf of any aircraft hovercraft or watercraft (other than watercraft eight metres in length or less)

SECTION 3 – PROPERTY OWNERS LIABILITY - continued

(7) **Mechanically Propelled Vehicles**

liability caused by or arising from the ownership possession or use by or on behalf of **you** of any mechanically propelled vehicle, or trailer attached to it, whilst towed, or otherwise being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle

(8) **Cyber Liability**

liability arising directly or indirectly out of

- (a) loss of alteration of or **damage** to; or
- (b) reduction in the functionality availability or operation of any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of the **insured's** E-activities

For the purpose of this Exclusion "E-activities" means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by the **insured** or by any person persons partnership firm or company acting for or on the **insured's** behalf

(9) **Asbestos**

liability arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.

(10) **Mildew Mould Spore(s) or Allergens**

liability directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

- (a) any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of fungus of any kind whatsoever, including but not limited to mildew, spore(s), or allergens; or
- (b) any obligations or duty to defend any actions directly or indirectly occasioned by, or happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew mould spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

(11) **Component Building Material**

liability directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

(12) **Work Away from Own Premises**

liability arising directly or indirectly out of any manual work away from the **insured's** own **premises** except for the purposes of normal delivery and/or collection

(13) **Hazardous Work Activities**

Liability arising out of or in connection with any work involving:-

- (a) demolition, underpinning, pile driving, tunneling, water diversion or use of explosives
 - (b) work at a height greater than 10 metres above ground or intermediate floor level or involving slings, cradles or safety harnesses or use of hot tar or bitumen roofing
 - (c) the application of heat involving the use of welding or cutting equipment,
- Unless advised to and accepted in writing by the **company** prior to the work commencing.

SECTION 3 – PROPERTY OWNERS LIABILITY - continued

- (14) **Property Developers Risk**
Liability arising out of or in connection with event (3) of the Insuring Clause to this Section which is caused directly or indirectly by property development work undertaken by or on behalf of the **insured**

EXTENSIONS TO THIS SECTION

- (1) **Contractual Liability**
We will indemnify **the insured** against liability in respect of accidental **bodily injury** or **damage to property** imposed on **you** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **us**.
We will not provide indemnity in respect of any agreement for or including the performance of work outside **the geographical limits**.
- (2) **Cross Liabilities**
We will indemnify each party named as the policyholder in the **schedule** as if a separate policy had been issued to each. The total amount payable will not exceed the **limit of indemnity** regardless of the number of parties claiming to be indemnified.
- (3) **Leased or Rented Premises**
We will indemnify the **insured** in respect of legal liability for accidental **damage** to premises (including fixtures and fittings) within the **geographical limits** which are hired, rented or leased to the **insured** in connection with **the business**.
We will not provide indemnity in respect of:
(a) the first €250 of such **damage** caused other than by fire or explosion
(b) liability imposed on the **insured** solely by reason of the terms of any hiring or renting agreement
(c) **damage** caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by **the insured**.
- (4) **Food Safety Act and Consumer Protection Act Defence Costs**
We will indemnify the **insured** in respect of legal liability for legal **costs and expenses** incurred:-
(a) in defending any prosecution for breach of duty
(b) with the **company's** consent in an appeal against a conviction resulting from prosecution under Food Safety Authority of Ireland Act 1998, the Consumer Protection Act 2007 or the Liability for Defective Product Act 1991, committed or alleged to have been committed during the **period of insurance** where circumstances may otherwise give rise to a claim under this Section excluding legal **costs and expenses** in connection with any breach of duty arising from a deliberate or premeditated act event or omission which any person claiming indemnity under this Section knows or should have known would be likely to constitute an offence under any of the above acts
- (5) **Legal Defence Costs including Safety, Health and Welfare at Work Act**
We will indemnify the **insured** in respect of **costs and expenses** arising from an incident which results in a prosecution arising from an alleged offence under the following legislation in the Republic of Ireland (Safety, Health and Welfare at Work Act 1989; Safety, Health and Welfare at Work Act 2005). The indemnity will apply to **costs and expenses** incurred in defence of the **insured**, or any director or **employee** of the **insured**, including an appeal against conviction arising from said prosecution, provided that:-
(a) notice of any such prosecution is received during the **period of insurance** and the alleged offence arises from a breach of the relevant duty of care in relation to the **business** and as a result of a matter which is the subject of indemnity under this Section of the **policy**

SECTION 3 – PROPERTY OWNERS LIABILITY - continued

- (b) the **company** will only be liable for **costs and expenses** incurred with their written consent
- (c) this indemnity will not apply:-
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any deliberate management decision act or omission of management

(6) Motor Contingent Liability

We will indemnify the **insured** in respect of their legal liability for accidental **bodily injury** and **damage** to property which arises from any vehicle or trailer attached thereto which is:

- (a) not owned by, nor loaned, leased, hired or rented to **you** nor provided by **you**; and
- (b) being used in connection with **the business** within **the geographical limits**.

However, **we** will not provide indemnity:-

- (1) in respect of **damage** to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (2) while the vehicle is being driven by:
 - (i) **you**
 - (ii) any person who to **your** knowledge or that of **your** representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.

(7) Overseas Personal Liability

We will indemnify the **insured**, and if they so request:-

- (a) any of their directors partners or **employees**
- (b) the spouse or child or any spouse or child of said director, partner or **employee** accompanying such director partner or **employee**, against liability at law for compensation together with **costs and expenses** for liability incurred in a personal capacity while **you** or any of **your** partners or **employees** are visiting a country anywhere in the world in connection with the **business** excluding any liability
 - (i) arising from any contract or agreement unless liability would have existed otherwise
 - (ii) arising out of the ownership or occupation of land or buildings
 - (iii) arising from the carrying on of any trade or profession
 - (iv) where indemnity is provided by any other insurance
 - (v) arising from the ownership possession or use of wild animals, firearms (other than sporting guns), mechanically-propelled vehicles, aircraft or watercraft

(8) Payment for Court Attendance

We will compensate **you** if, at **our** request, **you**, any director, partner or employee of **yours**, is attending court as a witness in connection with a claim for which **the insured** is entitled to indemnity. The maximum **we** will pay for:-

- (a) **you**, each director or partner is €500 per day
- (b) each **employee** is €250 per day

(9) Personal Representative and Other Parties

In the event of your death **we** will indemnify your personal representatives against any liability incurred by **you** which is insured by this Section. If **you** so request **we** will indemnify the following parties:-

- (a) any officer or committee member or other member of your canteen social sports or welfare organisations or ambulance first aid or fire services against liability incurred in such capacity
- (b) any of **your** partners directors or **employees** against liability incurred in such capacity and in respect of which **you** would have been entitled to indemnity under this Section if the claim had been made against **you** as though each such party was individually named as **the insured** in this Section provided that:-

SECTION 3 – PROPERTY OWNERS LIABILITY - continued

- (i) each such party shall observe fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply;
- (ii) our liability to you and all parties indemnified hereunder shall not exceed in the aggregate the **limit of indemnity** specified in this Section.

(10) Statutory Environmental Liability

The insurance by this section extends to indemnify **you** for all sums, including statutory debts, that **you** are legally liable to pay or legally obliged to incur for remediation in respect of environmental damage where such liability arises under an environmental protection directive, statute or statutory instrument, provided that:-

- (a) such liability arises from **pollution** occurring in the Republic of Ireland in the course of the **business** and resulting directly from a sudden, identifiable, unintended and accidental event taking place at a specific time and place during the **period of insurance**
- (b) the **company** will not indemnify **you** for any **costs and expenses** incurred in respect of:-
 - (i) the prevention of imminent threat of environmental damage except as provided for below;
 - (ii) primary, complementary or compensatory remediation for damage
 - (iii) the removal of any significant risk of an adverse effect on human health to or on or under **your** land or **premises** to which any watercourse or body of water whether owned, leased, hired or tenanted or otherwise in **your** care custody or control
- (c) the **company** will not indemnify **you** for any costs or expenditure incurred in achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse beyond that required under any relevant law or statutory enactment at the time remediation commences
- (d) the **company's** maximum liability under this Extension shall not exceed €1,000,000 including all **costs and expenses**

(11) Sudden and Unintended Pollution

Pollution is excluded by General Exclusion 1(c) of this **policy** but this Section provides **pollution** cover subject to all other provisions of this **policy** for liability in respect of **injury** or loss of or **damage** to property caused solely by **pollution**

- (a) which results from a sudden identifiable unintended and unexpected incident; and
- (b) such incident occurs entirely at a specific and identified time and place while the **policy** remains in force

Provided that

- (i) all **pollution** which arises out of any one incident will be deemed to have happened at the time such incident takes place
- (ii) the **company** will not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada
- (iii) the total liability of the **company** for compensation will not exceed the Limit of Indemnity stated in the **schedule** applicable to this Section for this additional cover and for any claim otherwise payable under this Section arising from the same source or original cause

SECTION 4 – EMPLOYERS’ LIABILITY

This Section applies only if stated as INSURED in the Policy Schedule

DEFINITIONS TO THIS SECTION

Offshore

means from the time of embarkation by an **employee** onto a conveyance at the point of final departure to either an offshore rig or offshore platform until disembarkation by an **employee** from a conveyance onto land upon return from either an offshore rig or offshore platform

INSURING CLAUSE

In the event of **bodily injury** to any **employee** caused during the **period of insurance** and arising out of and in the course of their employment by the **insured** in connection with the **business** within the **geographical limits** the **company** will indemnify the **insured** against all sums that they shall become legally liable to pay as compensation in respect of such **injury** together with **costs and expenses**

Limit of Indemnity

The limit of indemnity is the maximum amount stated within the **schedule**, including **costs and expenses**, which **we** will pay in respect of any one claim or series of claims arising out of one cause.

EXCLUSIONS TO THIS SECTION

- (1) **Work Offshore**
work undertaken by anyone claiming indemnity under this Section in respect of liability arising **offshore**
- (2) **Indemnity for directors partners and employees**
liability of any of the **insured’s** directors partners or **employees** for which the **insured** would not have been entitled to indemnity if the claim had been made against them
- (3) **Fines or Penalties**
the payment of fines or penalties
- (4) **Mechanically propelled vehicles**
injury to any **employee** whilst
 - (a) carried in or upon
 - (b) entering or getting on to or alighting fromany mechanically propelled vehicle in circumstances where any road traffic legislation requires insurance or security
- (5) **Asbestos**
liability arising from the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause to loss which may have contributed concurrently or in consequence of a loss.
- (6) **Hazardous Work Activities**
Liability arising out of or in connection with any work involving:-
 - (a) demolition, underpinning, pile driving, tunneling, water diversion or use of explosives
 - (b) work at a height greater than 10 metres above ground or intermediate floor level or involving slings, cradles or safety harnesses or use of hot tar or bitumen roofing
 - (c) the application of heat involving the use of welding or cutting equipment,Unless advised to and accepted in writing by the **company** prior to the work commencing.

SECTION 4 – EMPLOYERS’ LIABILITY - continued

EXTENSIONS TO THIS SECTION

(1) **Contractual Liability**

The **company** will indemnify the **insured** in respect of liability for **bodily injury** imposed on **you** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **us**.

We will not provide indemnity in respect of any agreement for or including the performance of work outside the **geographical limits**.

(2) **Cross Liabilities**

The company will indemnify each party named as the **policyholder** in the **schedule** as if a separate policy had been issued to each. The total amount payable will not exceed the **limit of indemnity** regardless of the number of parties claiming to be indemnified.

(3) **Legal Defence Costs including Safety and Health and Welfare at Work Act**

We will indemnify the **insured** in respect of **costs and expenses** arising from an incident which results in a prosecution arising from an alleged offence under the following legislation in the Republic of Ireland (Safety, Health and Welfare at Work Act 1989; Safety, Health and Welfare at Work Act 2005). The indemnity will apply to **costs and expenses** incurred in defence of the **insured**, or any director or **employee** of the **insured**, including an appeal against conviction arising from said prosecution, provided that:-

- (a) notice of any such prosecution is received during the **period of insurance** and the alleged offence arises from a breach of the relevant duty of care in relation to the **business** and as a result of a matter which is the subject of indemnity under this Section of the **policy**
- (b) the **company** will only be liable for **costs and expenses** incurred with their written consent
- (c) this indemnity will not apply
 - (i) in respect of fines or penalties of any kind
 - (ii) to proceedings consequent upon any deliberate management decision act or omission of management

(4) **Payment for Court Attendance**

We will compensate **you** if, at **our** request, **you**, any director, partner or employee of **yours**, is attending court as a witness in connection with a claim for which **the insured** is entitled to indemnity. The maximum **we** will pay for:

- (a) **you**, each director or partner is €500 per day
- (b) each **employee** is €250 per day.

(5) **Personal Representative and Other Parties**

In the event of your death **we** will indemnify **your** personal representatives against any liability incurred by **you** which is insured by this Section.

If **you** so request we will indemnify the following parties:

- (a) any officer or committee member or other member of your canteen social sports or welfare organisations or ambulance first aid or fire services against liability incurred in such capacity;
- (b) any of **your** partners directors or **employees** against liability incurred in such capacity and in respect of which **you** would have been entitled to indemnity under this Section if the claim had been made against **you** as though each such party was individually named as **the insured** in this Section provided that:-
 - (1) each such party shall observe fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply.
 - (2) our liability to **you** and all parties indemnified hereunder shall not exceed in the aggregate the Limit of Indemnity specified in this Section.

SECTION 4 – EMPLOYERS’ LIABILITY - continued

(6) Unsatisfied Court Judgements

We will, at **your** request, pay any **employee** or his or her personal representative, the amount of **damages** and costs awarded to such person as a result of a judgement which has been obtained for **bodily injury** against the **company** registered in or any individual domiciled in the **geographical limits** and which remain unpaid six months after the date of such judgement.

Payment will only be made where:

- (a) the **bodily injury** was caused during any **period of insurance** to the **employee** arising out of and in the course of employment by **you** in connection with **the business**.
- (b) the judgement was obtained in a court within **the geographical limits**
- (c) there is no appeal outstanding to the judgement
- (d) the **employee**, or his or her personal representative, assigns the judgement debt to **us**.

SECTION 5 – LEGAL EXPENSES

This Section applies only if stated as INSURED in the Policy Schedule

NB: The insurance provided by this Section is on a “claims made” basis, which means that for there to be a valid claim under this cover, the claim must be reported to the company within the Period of Insurance.

INSURING CLAUSE

The **company** will indemnify the **insured** or an **insured person** against **legal expenses** incurred in respect of any of the insured incidents stated below arising in connection with the Business provided that:-

1. the insured incident is notified to the **company** during the period of insurance and arises within the **geographical limits**;
2. any legal proceedings will be dealt with by a court or other body which the **company** agrees to within the **geographical limits**; and
3. in civil claims it is always more likely than not that the **insured** or an **insured person** will recover damages (or obtain other legal remedy which the **company** have agreed to) or make a successful defence.

DEFINITIONS TO THE LEGAL EXPENSES SECTION

Arbitration

means a method of settling a **dispute** by asking an independent lawyer to consider it. They will be chosen by the **company** and the **insured** or an **insured person** jointly or (if agreement cannot be reached) by the president of The Law Society. Whoever loses the argument must usually pay the lawyer's costs. If the **insured** or an **insured person** lose, these costs are not covered by this insurance.

Dispute

means any situation involving a disagreement with or action by someone in which the **insured** or an Insured person's legal rights need to be protected, whether by legal proceedings or otherwise.

Legal Expenses

means

1. Legal costs - all reasonable and necessary costs chargeable by the **nominated representative** and the costs incurred by opponents in civil cases if the **insured** or an **insured person** has been ordered to pay them or the **company** has agreed to pay them.
2. Accountants costs - all costs reasonably incurred by the **nominated representative** .
3. Attendance expenses – for each day that an **insured person** is required to attend any court or tribunal at the request of a **nominated representative**, the **company** will pay the actual loss of the salary of an **insured person** for the time that they are off work; provided that:-
 - a) such salary or wages are not recoverable from the relevant court, tribunal or other party;
 - b) the **company** will not pay for any loss incurred before an **insured person** makes a claim;
 - c) the **company** will not pay for any claim where the **insured** is unable to support their loss.

Nominated Representative

means a lawyer, accountant or other suitably qualified person who has been appointed by the **company** to act for the **insured** or an **insured person** in accordance with the terms of this section.

Geographical Limits

means

- a) For insured incidents 2) (Legal Defence) and 3)b) Injury, the Republic of Ireland, the United Kingdom, the Channel Islands, and the Isle of Man,
- b) For all other insured incidents, the Republic of Ireland

SECTION 5 - LEGAL EXPENSES – continued

INSURED INCIDENTS

1) Employment Disputes and Compensation Awards

a) Employment Disputes

The **company** will pay **legal expenses** in relation to the defence of legal proceedings before a Rights Commissioner, court or tribunal arising from or relating to a breach of an **employee's** contract of service or their statutory rights under employment legislation;

Provided that:-

- i) in the event of any issues that could give rise to a legal **dispute** with an **employee**, the **insured** or **insured person** has contacted the **company** and followed the advice from the specialist service provider recommended to them by the **company**.
- ii) the **insured person** seeks and continues to follow all advice from the **company** and the specialist provider service as to the steps to be taken in the following situations:-
 - a) before taking any disciplinary action or commencing a disciplinary procedure;
 - b) before dismissing an **employee**;
 - c) upon receipt of notification of any form of grievance by an **employee** or a complaint of discrimination;
 - d) before starting any redundancy process or making an **employee** redundant;
 - e) before seeking to make a material change to an **employee's** contract, which is likely to have a negative impact on that **employee**;
 - f) upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by any **employee**.

EXCLUSIONS TO EMPLOYMENT DISPUTES

- 1) any claim in respect of damages for **bodily injury** or **damage** to property;
- 2) any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employee's Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any subsequent amendment to them;
- 3) any claim relating to disciplinary hearings or internal grievance procedures;
- 4) the costs of any **disputes** relating to a settlement agreement;
- 5) any **dispute** relating to a shareholding, partnership or directors contract;
- 6) any claim relating to future contracts of employment;
- 7) any claim relating to unpaid wages or commission or deductions from wages or commission;
- 8) any claim relating to benefits due under a contract of employment;
- 9) any claim relating to payment in relation to redundancy.

b) Compensation Awards

The **company** will pay any basic and / or compensatory award which is awarded to an **employee** by either the Rights Commissioner, court or tribunal or an amount agreed by the **company** in settlement of a **dispute**.

Provided that the basic and /or compensatory award follows a claim which the **company** have accepted under Insured Incident 1) a) (Employment **disputes**) above.

EXCLUSIONS TO COMPENSATION AWARDS

Any basic or compensation award relating to the following:-

- i) any award arising out of the **insured person's** failure to provide any **employee** with written reasons for their dismissal;
- ii) any award made as a result of the **insured person's** failure to provide a contract of employment or statement of terms and conditions of employment;

SECTION 5 - LEGAL EXPENSES – continued

- iii) any award relating to any contractual rights to which the **employee** is entitled;
- iv) any claim in relation to equal pay or the minimum wage employment legislation.

c) Service Occupancy

The **company** will pay **legal expenses** in relation to the **insured's** legal rights against an **employee** or **ex-employee** to recover possession of premises owned by the **insured** or for which the **insured** is responsible.

EXCLUSION TO SERVICE OCCUPANCY

Any claim relating to defending the **insured's** legal rights, other than defending a counter-claim.

2) Legal Defence

The **company** will pay **legal expenses** in relation to:-

- a) defending an **insured person's** legal rights before legal proceedings are issued when dealing with the Gardai or Health and Safety Authority or regional health boards where it is alleged that the **insured person** has or may have committed a criminal offence.
- b) defending the **insured** or an **insured person's** legal rights following civil action taken against the **insured** or an **insured person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- c) defending an **insured person's** legal rights if
 - i) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of age, race, sex, sexual orientation, disability, religious belief or political opinion; or
 - ii) civil action is taken against them as a trustee of a pension fund set up for the benefit of the **Insured's** employees.
- d) representing the **insured** or an **insured person** in appealing against the imposition or terms of any Statutory Notice issued under law which affects the **business**
- e) representing the **insured** in appealing against the refusal of the Data Protection Commissioner to accept the **insured's** application for registration

insofar as proceedings under the Safety, Health and Welfare Act 2005 and any subsequent amendment to it are concerned the **geographical limits** shall be any place where the Act applies; and

EXCLUSION TO LEGAL DEFENCE

Any claim which leads to the **insured** or an **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving, parking or use of a motor vehicle.

3) Property Protection and Bodily Injury

a) Property Protection

The **company** will pay **legal expenses** in relation to the **insured's** legal rights in any civil action relating to material property which is owned by the **insured** or for which the **insured** is responsible following:

- i) any event which causes or could cause physical damage to such material property; or
- ii) any nuisance or trespass.

EXCLUSIONS TO PROPERTY PROTECTION

Any claim relating to the following.

1. a contract entered into by the **Insured**
2. goods in transit.
3. goods at premises other than those occupied by the **insured**, unless the goods are at such premises for the purpose of installation or use in work to be carried out by the **insured** .
4. mining subsidence.

SECTION 5 - LEGAL EXPENSES – continued

5. a motor vehicle owned by, hired or leased to or used by the **insured** or an **insured person**, other than damage to motor vehicles, where the **insured** are engaged in the business of selling motor vehicles.

b) Bodily Injury

The **company** will pay **legal expenses** in relation to the pursuit of a claim arising from an incident causing bodily injury or death to an **insured person**.

EXCLUSIONS TO BODILY INJURY

Any claim relating to the following.

1. any injury which develops gradually or is not caused by a specific or sudden accident;
2. defending any **insured person's** legal rights, other than defending a counter-claim;
3. a motor vehicle owned by, hired or leased to or used by the **insured** or an **insured person**;
4. any actual or alleged clinical, medical or dental negligence.
5. the cost of obtaining a medical report when registering a claim with the Injuries Board

4) Tax Protection

The **company** will pay **legal expenses** in relation to defending the **insured** during an investigation by the Revenue Commissioners (Revenue Ireland) into the accounts of the **business**, or in:-

- a) an appeal or investigation of the **insured's** compliance with Pay As You Earn or Social Insurance Contributions following an audit by the Revenue Commissioners or the Department of Social Community and Family Affairs;
- b) any appeal proceedings following an audit carried out by the Revenue Commissioners for Value Added Tax (VAT)

Provided that:

- i) the **insured** has taken reasonable care to ensure that accounts and tax affairs and record have been properly maintained
- ii) all returns to Revenue Ireland have been completed, are correct and submitted on time, and the **insured** and the **nominated representative** keep to Claims Administrator's instructions for handling claims throughout the claim.

EXCLUSIONS TO TAX PROTECTION

Any claim relating to the **insured's** prosecution or to the extent of anything done or to be done

1. after any matter first becomes referred to or dealt with by any Special Office, Investigation Division or Collection Investigation Unit of Revenue Ireland;
2. in an official investigation before the government department has first expressed its dissatisfaction with the books and records the **insured** are required to produce for in-depth examination;
3. before the commencement of VAT enforcement proceedings against the **insured**;
4. only because of some earlier official investigation into the **insured's** tax affairs or some earlier VAT enforcement proceedings against the **insured**, or their failure to register for VAT;
5. in preparing, challenging, appealing or otherwise processing any tax computation, assessment, demand or payment which the **insured** would necessarily deal with, notwithstanding that official investigation or **dispute**;
6. in connection with or arising from a tax avoidance scheme.

5) Commercial Lease Cover

The **company** will pay the **insured's legal expenses** in relation to:-

- (a) a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement applying to the **premises** owned by the **insured**, or for they have a legal responsibility to insure;

SECTION 5 - LEGAL EXPENSES – continued

- (b) to recovering money and interest due from a lease, licence or tenancy of land or buildings, including the enforcement of judgement;
Provided that:-
- (i) the amount in **dispute** exceeds €2,500;
 - (ii) the **premises** which are the subject of the dispute are insured by this **policy**;

EXCLUSIONS TO CONTRACT DISPUTES

The **company** shall not be liable for **disputes** relating to:-

1. any claim where the cause of action arises within the first 90 days inception of cover under this Section of the **policy**;
2. any claim arising from a failure by the **insured** (or their agent) to follow the correct procedure (or issue the correct documentation) in accordance with current legislation;
3. the purchase or sale of any premises or land;
4. the settlement, or lack thereof, under an insurance or assurance policy
5. the recovery of money and interest due from a tenant if the tenant does not intimate that a defence exists;
6. a dispute arising from:-
 - (a) the renewal of a lease or tenancy agreement;
 - (b) a rent review;
 - (c) or the supply of service(s) by or on behalf of the **insured**
7. an **excess** of €500 except where the amount of the dispute exceeds £5,000, when the **excess** applicable shall be increased to €1,000

LIMIT OF LIABILITY

The **company's** liability shall not exceed:-

1.
 - a) In respect of Insured Incidents 1) a), b) & c), 2), 3) a) & b) and 4) for all claims which result from one or more events arising at the same time and from the same original cause: € 100,000
 - b) In respect of Insured Incident 5): € 50,000
2. in total for all claims which are notified to the **company** during the **period of insurance**: € 500,000

EXCLUSIONS TO THE LEGAL EXPENSES SECTION

This Section does not cover the following;

- a) any **legal expenses** incurred before the written acceptance of a claim by the **company**.
- b) any claim (or any circumstances which might lead to a claim) of which the **insured** were or should have been first aware outside the **period of insurance**.
- c) any claim reported to the **company** more than 180 days after the date the **insured** or **insured person** should have known about the Insured Incident
- d) fines, penalties, compensation or damages which the **insured** or an **insured person** are ordered to pay by a court or other authority order, other than compensation awards as covered under insured incidents 1. b) Compensation awards.
- e) any claim relating to patents, copyright, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- f) any claim relating to franchise rights or agency rights where the **insured** have the legal capacity to alter legal relations of another.
- f) any insured incident deliberately or intentionally solicited by the **insured** or an **insured person**.
- g) a **dispute** with the **company** not otherwise dealt with under Special condition 10 of this Section.
- h) any claim relating to a shareholding or partnership share in the Insured.
- i) an application for judicial review.

SECTION 5 - LEGAL EXPENSES – continued

- j) any legal action the **insured** or an **insured person** take which the **company** has not agreed to or where the **insured** or an **insured person** do anything that hinders the **company** or the **nominated representative**.
- k) any claim if, either at the commencement or during the course of a claim notified under this sub section, the **insured** is bankrupt, have filed a bankruptcy or winding up petition, have made an arrangement with creditors, have entered into a deed of arrangement, are in liquidation or part or all of the **Insured's** affairs or property is in the care or control of a receiver or administrator.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- 1) It is a condition precedent to the **company's** liability to meet any claim that the **insured** or an **insured person** shall:
 - a) give notice to the **company** in writing during the period of insurance immediately upon becoming aware of any insured incident or event which may give rise to a claim under this sub section;
 - b) give the **company**, as soon as possible, all the information, documents and assistance they need to deal with any claim under this section;
 - c) give the **company** the reason for wishing to appeal against any decision given in legal proceedings which must be done immediately and in any event before the deadline for lodging the appeal;
 - d) forward to the **company** immediately upon receipt every form issued by any Rights Commissioner, court or tribunal to the **insured** or an **insured person**.
- 2) the **insured** or an **insured person** shall
 - a) take reasonable steps to keep any amount the **company** has to pay to a minimum; and
 - b) send everything the **company** ask for in writing.
- 3)
 - a) the **company** must have accepted the claim in writing before they can deal with it.
 - b) the **company** will accept the claim when they are satisfied that:
 - i) the **company** has all the information that they need;
 - ii) the **insured** or an **insured person** can identify any person with whom the **insured** are in **dispute**; and
 - iii) it is reasonable for the **insured** or an **insured person** to pursue or defend their legal rights (taking into account a reasonable estimate of the **Insured** or an **insured person's** total **legal expenses**) and the **insured** or an **insured person** will probably achieve a worthwhile result.
- 4)
 - a) the **company** may appoint a lawyer or other suitably qualified person working for them to represent, pursue or defend the **insured's** or an **insured person's** rights. In the event of any legal proceedings or if there is a conflict of interest, the **insured** or an **insured person** have the right to choose their own **nominated representative**. The **insured** must send the **company** the name and address of such person before the commencement of any legal proceedings.
 - b) In other situations or if the **company** thinks that the **insured** or an **insured person** needs one to help to protect the **insured's** or the **insured person's** rights, they will appoint a **nominated representative** to act on behalf of the **insured** or an **insured person**.
 - c) The **company** can take over and conduct and negotiate in the name of the **insured** or an **insured person** any claim or legal proceedings at anytime.
 - d) The **nominated representative** must co-operate fully with the **company** at all times.
 - e) The **company** will have direct contact with the **nominated representative**.
 - f) The **insured** or an **insured person** must cooperate fully with the **company** and the **nominated representative** and must keep the **company** up-to-date with the progress of the claim.
 - g) The **insured** or an **insured person** must give the **nominated representative** any instructions that the **company** requires.

SECTION 5 - LEGAL EXPENSES – continued

- 5) If, following legal proceedings to which the **company** has consented, the **insured** or an **insured person** wish to appeal or defend an appeal, the grounds for such appeal should be submitted to the **company** immediately or as soon as practicable. Before any **legal expenses** towards the appeal are paid, the **company** must agree that it is always more likely than not that the appeal will be successful.
- 6)
 - a) the **insured** or an **insured person** must tell the **company** if anyone offers to settle a claim.
 - b) If the **insured** or an **insured person** do not accept a reasonable offer to settle a claim, the **company** may refuse to pay any further **legal expenses**.
 - c) The **company** may decide to pay the **insured** or an **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them, instead of starting or continuing legal proceedings.
- 7)
 - a) If the **company** asks, the **insured** or an **insured person** must tell the nominated representative to have **legal expenses** taxed, assessed or audited.
 - b) The **insured** or an **insured person** must take every step to recover **legal expenses** that the **company** has to pay and must pay the **company** any **legal expenses** that are recovered.
- 8) If any **nominated representative** refuses to continue acting for the **insured** or an **insured person** or if the **insured** or an **insured person** dismisses a **nominated representative**, the cover the **company** provides will end at once unless the **company** agrees to appoint another **nominated representative**.
- 9) If the **insured** or an **insured person** settle a claim or withdraw their claim without the **company's** agreement or do not give suitable instructions to a **nominated representative**, the cover the **company** provides will end at once and the **company** will be entitled to re-claim any paid.
- 10) If the **company** and the **insured** or an **insured person** agree, **arbitration** can be used to settle any unresolved **dispute** about anything said in this policy or anything to do with the claim. If **arbitration** is used, the **insured** or an **insured person** may still take that **dispute** to court or try to settle it in another way.
- 11) The **company** may, at their discretion, require the **insured** or an **insured person** to obtain an opinion from counsel at the **insured's** or an **insured person's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by the **company**.
- 12) The **company** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this section did not exist.

CLAIMS CONDITIONS AND NOTIFICATION PROCEDURES

CLAIMS GENERAL CONDITIONS

The following Conditions apply to all Sections of this **policy** and the **insured** must comply with them or this **policy** may not be in force

(A) The insured's responsibilities

- (1) notify the **company** or their insurance intermediary as soon as is practicable, but no later than the following timescales, and give full details of the occurrence:
 - (a) seven days of **damage** caused by riot civil commotion strikes labour disturbances or malicious persons
 - (b) 30 days of the expiry of the **indemnity period** in the event of a claim under the Business Interruption Section of this **policy**
 - (c) 30 days of **damage** by any other cause or **injury** insured by this **policy**
 - (d) forward to the **company** immediately on receipt and without answering it any letter claim writ summons or process
- (2) inform the police as soon as practicable no later than 5 days of any malicious damage, violent disorder or riot or civil commotion, or **act of terrorism** or the theft or loss of any **property** insured or **money**
- (3) send to the **company** at their own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the **company** and send also details of any other insurance covering the loss destruction **damage injury** or liability for which they are claiming indemnity under this **policy**.
- (4) take all reasonable steps to diminish or avoid the **damage** and to minimise any interruption of or interference with the **business**, or risk of **injury**
- (5) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **company's** written consent
- (6) must retain ownership of their property at all times, and not abandon any property to the **company**. The **company** will not take ownership, possession or accept liability for any of the **insured's** property unless agreed in writing first.

The **company** shall be under no obligation to settle a claim under this **policy** unless the terms of this Condition have been complied with and any payment on account of a claim already made shall be repaid to the **company**.

(B) The company's rights

- (1) If any event happens which may give rise to a claim under this **policy** the **company** will be entitled to:
 - (a) enter the building where **damage** has occurred and to take and keep possession of damaged **property** insured herein and to deal with the salvage in a reasonable manner and this Condition shall be proof of **your** consent for such purpose - no **property** may be abandoned to the **company**;
 - (b) exercise sole conduct and control over the defence or settlement of any claim made upon the **insured** or any other person covered by this **policy** by any other party
 - (c) prosecute in the **insured's** name or the name of any other person covered by this **policy**, but for the **company's** benefit, any claim for damages or indemnity
- (2) In the event of any claim under this **policy**, the **insured** shall at the **company's** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **your** name before or after any payment is made by the **company**

- (3) The **insured** will provide all help and assistance and co-operation required by the **company** in connection with any claim.
- (4) The **company** may at any time pay to the **insured** in connection with any claim, or series of Claims, the amount of the **limit of indemnity** or the **sum insured**, or such lesser amount as the claim or claims can be settled for, after the deduction of any amounts already paid and the amount of any **excess**

The **company** will not make any further payment in respect of such claim, or claims, except for **costs and expenses** which they have already agreed to bear and which were incurred prior to such payment

Procedure for notifying claims

(A) applicable to all Sections other than Legal Expenses claims under Section 5

In the event of an incident which may give rise to a claim, the **insured** must notify the **company**, or their insurance intermediary, giving full details of what has happened as soon as possible, and in accordance with the timescales detailed in Claims Condition (1). To notify **us**, please contact the Claims Department, quoting **your policy** number, via:

Telephone: 020 7839 1888; or Facsimile: 020 7621 1202: or

via e-mail at: newclaims@uk.cntaiping.com

or write to us at: China Taiping Insurance (UK) Co Ltd, 2 Finch Lane, London EC3V 3NA

(B) applicable to any Legal Expenses claims under Section 5

All claims are handled on the **company's** behalf by MSL Legal Expenses Limited and in the event of an incident that may arise in a claim they should be contacted in writing at the address shown below. Reference to the **company** in this section in relation to the control and handling of any claim the **insured** make may refer to either the **company** or MSL Legal Expenses Limited acting on **company's** behalf.

MSL Legal Expenses Ltd 1 Lakeside Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW (please quote **your policy** number).

NB: Please note that in respect of Cover (1) for Employment Disputes, **you** must contact the Legal Advice Service, and to follow all the advice provided by them, prior to taking any steps of instituting any disciplinary action, redundancy process or making a material change to an **employee's** contract of employment

Legal advice service MSL Legal Expenses Ltd - Telephone: 00 3531 695 0031
Quoting reference: China Taiping

PRIVACY AND YOUR PERSONAL INFORMATION

1. Personal Data Obtained and Collected

For the purposes set out in this notice, information including personal information detailed below relating to you ("**Personal Data**") will be collected and processed by China Taiping Insurance (UK) Co Limited and/or on its behalf by its third party service providers.

Personal Data
Including but not limited to: Your name, address, civil status, occupation, date of birth, contact details, credit history, criminal convictions, CCJs, details of previous bankruptcy(ies) or insolvency(ies), previous insurance claims details, bank details, current and previous employment details (including directorships), ELTO reference, health details including medical reports, our medical claims history and details of physical and psychological health or medical conditions.
Each time you visit our website, we may automatically collect Technical information including IP address.

The controller of this Personal Data is China Taiping Insurance (UK) Co Limited of 2 Finch Lane, London, EC3V 3NA ("**China Taiping Insurance**", "**CTI**", "**we**" and "**us**"). If you have any query, please contact compliance@uk.cntaiping.com.

We process your Personal Data in accordance with this Privacy Policy also available on <http://uk.cntaiping.com/uk-privacy/> and a copy of which can be provided to you on request.

2. How and Why We Process Your Personal Data

The following tables detail how ("**Legal Basis**") and why ("**Purposes**") we process your Personal Data. These tables also detail the third party service providers with whom we share your Personal Data ("**Recipients**") and the period that your Personal Data will be stored ("**Retention**"). **We encourage you to read this section.**

Legal basis for processing	
Purposes	<p>We obtain, collect and process your Personal Data to perform your contact and in particular:</p> <ul style="list-style-type: none">• Check if you are eligible to be insured under the product chosen• Consider acceptability of the risk you present to us• Underwrite and assess the risk in order to offer you a quotation• Process your premium payment• Evaluate the risk presented through surveys where relevant• Process your claims and/or third parties claims under your policy• Investigate claims directly or, where relevant, through appointed loss adjusters or forensic engineers• Regulatory reporting and legal obligations• To notify you about changes to the product chosen• To redistribute risk by means of reinsurance and co-insurance• For automated decision making (including profiling) where we need to process your Personal Data you provide us with in order to underwrite your insurance and/or process your claim.

Legal Basis	<p>It is necessary to process this Personal Data in order to:</p> <ul style="list-style-type: none"> • Enter and perform our insurance contract with you as well as to allow us to process a claim accordingly • Compliance with a legal obligation to which you are subject • Where the processing of your personal data is necessary for the public interest or in the exercise of official authority of us
Recipients	<p>Personal Data will be disclosed for these purposes to our third-party service providers or regulators. These Recipients may include:</p> <ul style="list-style-type: none"> • Credit check companies • Surveyors • Solicitors • Loss Adjusters and/ or Forensic Engineers • Fire brigade Authority or Police • Claims handling companies • Insurance intermediaries/brokers • Banks • Reinsurers and other insurance companies • Fraud, Money Laundering and Terrorist Financing prevention and detection • CUE (Claims Exchange Underwriting) • Regulatory and Government Bodies (ELTO, HMT, MID, FCA, PRA, Ombudsman etc.) • Approved repairers and garages
Retention	<p>We will retain your Personal Data for as long as your insurance policy is valid with us and for 15 years after.</p>
<p>IMPORTANT</p> <ul style="list-style-type: none"> • We may for some of our products carry out automated decision making (including profiling) to process your personal data in order to underwrite and price your insurance online and/or process your claim. We take care to ensure our profiling is fair, transparent and limited in purpose. • In the event that you do not wish to provide us with your Personal Data for all of the above Purposes, we will not be able to process your application and/or offer you an insurance policy. • If at any point in the future we need to amend this policy, every effort will be made to make you aware and our website will always have the latest version. 	

3. Cross-Border Transfers of Your Personal Data

We, and certain Recipients (our third party service providers) who process your Personal Data on our behalf may transfer your Personal Data outside the [European Economic Area ("**EEA**")]] to a country that does not provide an adequate level of protection to your Personal Data. Where such transfers occur, we ensure that: a) they do not occur without our prior written authority; and b) that an appropriate transfer agreement is put in place to protect your Personal Data. If you would like to find out more about any such transfers, please contact our Compliance officer.

4. Your Acknowledgment of this Notice and Your Rights

You have rights which allow you to address any concerns or queries with us regarding our processing of your Personal Data:

Right to Object to Processing	In certain circumstances, you have a right to object to our processing of your Personal Data where we process it on the legal basis of: a) our legitimate business interest, including profiling based on our legitimate business interests; or b) your consent to marketing. We may not be able to comply with such a request where we can demonstrate that there are compelling legitimate grounds for us to process your Personal Data which override your interests, rights and freedoms or where the processing of your Personal Data is required for compliance with a legal obligation or in connection with legal proceedings.
Right to Withdraw Consent	You have a right to withdraw your consent, at any time, to our processing of your Personal Data which is based on your consent. Where you exercise this right, our processing of your Personal Data prior to your withdrawal of consent will remain valid.
Right of Access	You have the right to access and obtain a copy of the Personal Data that we hold about you. We will only charge you for making such an access request where we feel your request is unjustified or excessive.
Right to Rectification	You have the right to request that we correct any inaccuracies in the Personal Data stored about you.
Right to Erasure	<p>In certain circumstances, you have the right to request that we erase your Personal Data. For example, you may exercise this right in the following circumstances:</p> <ul style="list-style-type: none">• your Personal Data are no longer necessary in relation to the purposes for which they were collected or otherwise processed by us;• where you withdraw consent and no other legal ground permits the processing;• where you object to the processing and there are no overriding legitimate grounds for the processing;• your Personal Data have been unlawfully processed; or• your Personal Data must be erased for compliance with a legal obligation. <p>Where we store your Personal Data for statistical purposes, we may not be able to comply with such a request where it would likely impair such statistical purposes or where we require your Personal Data for compliance with a legal obligation or in connection with legal proceedings.</p>
Right to Restriction	You have the right to restrict our processing of your Personal Data where any of the following circumstances apply:

	<ul style="list-style-type: none"> • where you feel that the Personal Data which we hold about you are not accurate. This restriction will be in place for a period to enable us to verify the accuracy of your Personal Data; • where the processing is unlawful and you do not want your Personal Data be erased and request the restriction of its use instead; • where we no longer need to process your Personal Data (e.g. any of the Purposes outlined above have been completed or expire), but we require it in connection with legal proceedings; • where you have objected to our processing of your Personal Data pending the verification of whether or not our legitimate business interests override your interests, rights and freedoms. <p>Where you exercise your right to restrict our processing of your Personal Data, we will only continue to process it with your consent or in connection with legal proceedings or for the protection of the rights of other people or for reasons of important public interest.</p>
Right to Data Portability	You have a right to receive and transfer the Personal Data that you provide to us in a structured, commonly used and machine readable format where we process your Personal Data on the legal basis of: a) your consent; or b) where it is necessary to perform our contract with you. Where you make such a request, we will directly transfer your Personal Data on your behalf to another controller of your choice (where it is feasible for us to do so).
Right to Object to Automated Decision-Making, including profiling	You have a right not to be subjected to decisions based solely on automated decision-making, including profiling, which produce legal effects concerning you or similarly significantly affects you. We may not be able to comply with such a request where we rely on the legal basis of: a) your explicit consent; or b) where it is necessary to enter and perform our contract with you (as detailed in section 2 above). You will however be entitled to have a person from our company review the decision so that you can query it and set out your point of view and circumstances to us.

If you would like to exercise any of your rights detailed above, please contact compliance@uk.cntaiping.com.

You may raise any concerns about China Taiping Insurance's processing of your Personal Data with the Information Commissioner Office on <https://ico.org.uk/>.

5. Changes to this Notice

We may amend this notice on occasion, in whole or part, at our sole discretion. Any changes to this notice will be effective immediately upon sending the revised notice to you by e-mail or post.

If at any time we decide to use your Personal Data in a manner significantly different from that stated in this notice, or otherwise disclosed to you at the time it was collected, we will notify you by e-mail or post and you will have a choice as to whether or not we use your information in the new manner.

If you have questions or concerns about this notice, please contact compliance@uk.cntaiping.com.

(CTIPOP (ROI)(D) (05.2018)