

SCHEDULE
Policy: HU PI6 8455131 (3)



INSURANCE DETAILS

Table with 2 columns: Field (Period of Insurance, Insurers, General terms and conditions wording, Property definitions wording, Payment Method, Anniversary Date) and Value.

INSURED DETAILS

Table with 2 columns: Field (Insured, Address, Additional Insureds, Business) and Value.

PREMIUM DETAILS

Table with 6 columns: Field (Annual Premium, Total Premium, Monthly Premium, Annual Tax, Total Tax, Tax) and Value.

PUBLIC AND PRODUCTS LIABILITY

Table with 2 columns: Field (Section wording, Insurer) and Value.

Table with 6 columns: Limit of indemnity, Excess, Annual Premium, Annual Tax, Monthly.

Table with 2 columns: Field (Limit applies to, Excess Applies to) and Value.

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**Geographical Limits :** Worldwide

**Applicable Courts :** Worldwide excluding claims brought in USA/Canada

**Special limits** (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs € 130,000 in the aggregate

Pollution defence costs € 130,000 in the aggregate

**Endorsements**

**3002.1** Amendment of cover: sourcing and supply – EU (GL)

**PROPERTY - BUILDINGS**

**Section wording :** 21862 WD-PIP-IRE-PYD(1)

**Insurer:** Hiscox SA

**Premises:** Mount Town Community Facility  
Dun Laoghaire  
A96KR65  
Ireland

Amount insured	Excess	Annual Premium	Annual Tax	Monthly
€ 500	€ 325	€ 34.65	€ 1.73	€ 3.03

Item Description	Excess	Amount insured
Tenants improvements	€ 325	€ 500

**Total Amount Insured** € 500

**Annual Premium** € 34.65

**Annual Tax** € 1.73

**Monthly** € 3.03

**Excess Applies to :** each and every loss

**Special Excesses**

Losses from subsidence € 1,300 each and every loss

**Additional cover** (in addition to the overall limit/amount insured above)

Trace and access € 6,500

Emergency services € 10,000

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Loss prevention costs	€ 32,500
Additions to buildings	€ 65,000
Inadvertent omissions	€ 650,000
Trees, shrubs and plants	€ 32,500
Discharge of oil	€ 13,000
Lock replacement	€ 13,000

#### PROPERTY - CONTENTS

**Section wording :** 21863 WD-PIP-IRE-PYE(1)  
**Insurer:** Hiscox SA  
**Premises:** Mount Town Community Facility  
Dun Laoghaire  
A96KR65  
Ireland

Amount insured	Excess	Annual Premium	Annual Tax	Monthly
€ 700	€ 325	€ 34.65	€ 1.73	€ 3.03

Item Description	Excess	Amount insured
Computer and ancillary equipment	€ 325	€ 700

**Total Amount Insured** € 700  
**Annual Premium** € 34.65  
**Annual Tax** € 1.73  
**Monthly** € 3.03  
**Excess Applies to :** each and every loss

#### Additional cover (in addition to the overall limit/amount insured above)

Costs following glass breakage	€ 13,000	
Additions to contents	€ 13,000	or 10% of the amount insured for contents, whichever is greater, each and every incident of loss
Money: in the office while open for business or in the office in a locked safe	€ 6,500	
Money: in transit	€ 3,250	
Money: at all other times	€ 1,300	
Money: non-negotiable instruments	€ 1,300,000	

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Personal effects	€ 6,500
Reconstitution of electronic data	€ 6,500
Lock replacement	€ 13,000
Building damage by theft	€ 13,000
Personal assault: death	€ 13,000 per person
Personal assault: total loss, or permanent and total loss of use, of one or more limbs	€ 13,000 per person
Personal assault: total and irrecoverable loss of sight in one or both eyes	€ 13,000 per person
Personal assault: disablement which totally prevents the injured person from carrying out all parts of their usual occupation	€ 130 per week up to a maximum of 104 weeks
Metered water and fuel	€ 6,500
Contents temporarily elsewhere including whilst in transit	€ 32,500 or 10% of the amount insured for contents, whichever is the less
Contents kept at home	€ 32,500 or 10% of the amount insured for contents, whichever is the less
<b>Special limits</b> (included within and not in addition to the overall limit/amount insured above)	
Fraud and dishonesty	€ 32,500
<b>Additional cover</b> (in addition to the overall limit/amount insured above)	
Employees' cycles	€ 6,500
Extinguisher and alarm resetting expenses	€ 3,250
Outdoor items	€ 6,500
Removal of debris	€ 13,000 or 10% of the amount insured for contents, whichever is the less
Accidental discharge of gas system	€ 3,250
<b>Special limits</b> (included within and not in addition to the overall limit/amount insured above)	
Your own losses - Loss of documents	€ 6,500

The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

**Public and products liability: endorsements**

<b>Clause</b>	<b>3002.1</b>	<b>Amendment of cover: sourcing and supply – EU (GL)</b>  <b>We</b> will not make any payment for any claim or loss directly or indirectly due to any of <b>your products</b> unless: <ul style="list-style-type: none"> <li>(a) <b>you</b> have supplied the <b>product</b> as part of <b>your business</b>; and</li> <li>(b) <b>you</b> have taken reasonable steps to ensure that the <b>product</b> <ul style="list-style-type: none"> <li>(i) complies with all relevant health and safety regulations and standards in the European Union; and</li> <li>(ii) is supplied with any instructions which are necessary for its safe use; and</li> <li>(iii) is fit and proper for its supplied purpose; and</li> </ul> </li> <li>(c) the <b>product</b> has been entirely made within the European Union or <b>you</b> have sourced the <b>product</b> from a supplier based in the European Union and <b>you</b> have a written contract or proof of sale for the <b>product</b>. <b>You</b> must take reasonable steps to ensure that the supplier <b>you</b> use is reputable, solvent and has appropriate insurance in place.</li> </ul> <p><b>We</b> will not make any payment for any claim or loss where <b>you</b> fail to demonstrate to <b>our</b> satisfaction that <b>you</b> have complied with these requirements.</p>
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**Endorsements which apply to whole policy**

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<b>Clause</b>	<b>3022.0</b>	<b>Continuous policy endorsement (ROI)</b>
		<ol style="list-style-type: none"> <li>1. <b>We</b> agree to give <b>you</b> continuous cover under this <b>policy</b>. To achieve this, all the references in this <b>policy</b> to <b>period of insurance</b> shall be for a continuous period starting with the date in the schedule, until either <b>you</b> or <b>we</b> cancel this <b>policy</b>. However, <b>you</b> must tell <b>us</b> as soon as reasonably practicable if any of the current actual figures exceed the maximum shown in the latest Duty of Disclosure Reminder.</li> <li>2. In view of the continuous nature of this <b>policy</b>, <b>we</b> may at <b>our</b> discretion amend its premium and/or terms and conditions and <b>we</b> will tell <b>you</b> of <b>our</b> intention to do so. If <b>you</b> are unhappy with <b>our</b> proposed amendments, <b>you</b> will have the option to decline to continue this insurance. <b>We</b> will give <b>you</b> at least 30 days' notice of any changes.</li> </ol>

**Clause**
**Using your personal information**

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning +353 (0) 1238 1800 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our cookies policy at: [www.hiscox.ie/cookies](http://www.hiscox.ie/cookies), and our privacy policy at: [www.hiscox.ie/privacy](http://www.hiscox.ie/privacy).

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#### INFORMATION ABOUT US

##### Insurers

These insurers provide cover as specified in each section of the schedule.

Name	<b>Hiscox SA</b>
Registered address	The Observatory, 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND
Company registration	Company registration of the local branch: 908764
Status	Hiscox SA is a non-life insurance company incorporated under the laws of the Grand Duchy of Luxembourg subject to the supervision of the Commissariat aux Assurances

The General terms and conditions, as applicable and the following terms and conditions all apply to this section.

### Special definitions for this section

<b>Abuse or molestation</b>	Physical or mental abuse, assault, battery, harassment, voyeurism, invasion of privacy, mistreatment or maltreatment, any act of a sexual nature or any act undertaken with a sexual motive.
<b>Bodily injury</b>	Death, or any bodily or <b>mental injury</b> or disease of any person.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Denial of access</b>	Nuisance, trespass or interference with any easement or right of air, light, water or way.
<b>Drone</b>	Any remotely controlled un-manned aerial vehicle and any accessories used with such vehicle.
<b>Inefficacy</b>	The failure of any of <b>your products</b> or any service, process or system provided or managed by <b>you</b> to perform the function or serve the purpose for which it was intended.
<b>Mental injury</b>	A diagnosed recognisable psychiatric injury.
<b>Personal injury</b>	False arrest, detention or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
<b>Pollution</b>	Any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
<b>Products</b>	Any goods sold, supplied, distributed, manufactured, constructed, erected, installed, altered, tested, serviced, maintained, repaired, cleaned or treated by <b>you</b> .
<b>Property damage</b>	Physical loss of or damage to or destruction of tangible property including the resulting loss of use of such property.
<b>Tool of trade</b>	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
<b>You/your</b>	Also includes any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner or director or senior manager in actual control of <b>your</b> operations.

### What is covered

Claims against you	<p>If, as a result of <b>your business</b>, any party brings a claim against <b>you</b> for:</p> <ol style="list-style-type: none"> <li><b>bodily injury</b> or <b>property damage</b> occurring during the <b>period of insurance</b>;</li> <li><b>personal injury</b> or <b>denial of access</b> committed during the <b>period of insurance</b>;</li> </ol> <p><b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.</p> <p>This includes a claim against any employee or volunteer worker of <b>yours</b> when they are acting on <b>your</b> behalf in whatever capacity.</p> <p><b>We</b> will also pay <b>defence costs</b>, but <b>we</b> will not pay costs for any part of a claim not covered by this section.</p>
Claims against principals	<p>If, as a result of <b>your business</b>, any party brings a claim, which falls within the scope of <b>What is covered</b>, Claims against you, against a customer of <b>your business</b> for whom <b>you</b> are providing services under contract or agreement and <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to such customer that <b>we</b> would have made to <b>you</b>, provided that the party to be indemnified:</p> <ol style="list-style-type: none"> <li>has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them;</li> </ol>



- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

#### Cross liabilities

If more than one insured is named in the schedule, **we** will deal with any claim as though a separate policy had been issued to each of them provided that **our** liability in the aggregate shall not exceed the limit of indemnity shown in the schedule.

#### Criminal proceedings costs

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

#### Additional cover

##### Court attendance compensation

If any person within the definition of **you** has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation for each day, or part of a day that their attendance is required by **our** solicitor.

### What is not covered

#### Property for which you are responsible

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
    - a. employees' or visitors' vehicles or effects while on **your** premises;
    - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
    - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
  2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, **drones**, hovercraft, watercraft (other than hand propelled or sailing craft less than 20 feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.
 

This does not apply to:

    - a. any **tool of trade**;
    - b. the loading or unloading of any vehicle off the highway.

#### Injury to employees

3. **bodily injury** to any person arising out of and in the course of their employment under a contract of employment/contract of service or apprenticeship with **you**.

#### Abuse

4. **abuse or molestation**.

#### Pollution

5.
  - a.
    - i. any **pollution** of buildings or other structures or of water or land or the atmosphere; or
    - ii. any **bodily injury** or **property damage** directly or indirectly caused by **pollution**; unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**;
  - b. any **pollution** occurring in the United States of America or Canada.

#### Cyber incident

6. or contributed to by, resulting from or in connection with any:
  - a. **cyber attack**;
  - b. **hacker**;
  - c. **social engineering communication**;
  - d. any fear or threat of 6.a. to 6.c. above; or
  - e. any action taken in controlling, preventing, suppressing, responding or in any way

	relating to 6.a. to 6.d. above.
Computer or digital technology error	7. any <b>computer or digital technology error</b> .
Computer virus	8. transmission of a computer <b>virus</b> .
Professional advice/services	9. designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> or professional services provided by <b>you</b> .
Your products	10. a. the costs of recalling, removing, repairing, reconditioning or replacing any <b>product</b> or any of its parts; b. any <b>products</b> relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such <b>products</b> ; c. any <b>products</b> installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or <b>products</b> ; d. any <b>products</b> relating to <b>drones</b> or self-balancing motorised scooters.
Inefficacy	11. <b>inefficacy</b> .
Deliberate or reckless acts	12. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated.
Contracts	13. <b>your</b> liability under any contract which is greater than the liability <b>you</b> would have at law without the contract.
Date recognition	14. <b>date recognition</b> .
War, terrorism, nuclear, asbestos or space perils	15. <b>war, terrorism, nuclear risks, asbestos risks or space perils</b> .
Impact or contact sports	16. a. death or <b>bodily injury</b> to any person taking an active part in any sport involving the striking of an opponent with any part of the body or any implement including but not limited to fencing, boxing, kick boxing, karate, kung fu, kendo, mixed martial arts, taekwondo, pororesu, jujutsu, muay thai, judo, unifiight, judo and wrestling; b. death or <b>bodily injury</b> caused by the action or inaction of a participant(s) against another participant(s) taking an active part in any sport involving competitive physical contact between participants including but not limited to association football (soccer), Australian rules football, American football, rugby, hockey, ice hockey, lacrosse, hurling, water polo.
Treatment or care	17. the provision of or failure to provide any treatment or care of a person or animal, other than the provision of first aid in connection with <b>your business</b> .
Infrastructure interruption	18. any failure or interruption of services provided to <b>you</b> by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.
Personal data claims	19. the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> . B. <b>We</b> will not make any payment for:
Restricted recovery rights	1. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages.

Claims outside the applicable courts

3. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

Claims outside the geographical limits

4. any claim brought against **you** resulting from work **you** undertake in any country outside the **geographical limits**.

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim.

### Special limits

Products

For claims arising from **your products**, the most **we** will pay is a single limit of indemnity for the total of all such claims. **We** will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. **You** must pay the relevant **excess** shown in the schedule.

Pollution

For claims arising from **pollution**, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. The most **we** will pay for **defence costs** in relation to **pollution** claims is the amount shown in the schedule. **You** must pay the relevant **excess** shown in the schedule.

Claims brought against you in USA or Canada

If it is stated in the schedule that cover is provided for claims brought in the United States of America or Canada, the most **we** will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. **You** must pay the relevant **excess** shown in the schedule.

Criminal proceedings costs

The most **we** will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against **you** during the **period of insurance**.

Court attendance compensation

**We** will pay **you** the following compensation for each day, or part day:

1. **You** or **your** partner or director €325
2. Any other employee €130

The most **we** will pay for the total of all court attendance compensation is €13000.

Paying out the limit of indemnity

At any stage **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for those claims or their **defence costs**.

### Your obligations

If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**. For claims arising out of **bodily injury**, **you** must notify **us** immediately and in any event within seven days of a claim or anything which is likely to give rise to a claim under this section. At our request, **you** must confirm the facts in writing within 30 days with as much information as is available.  
  
**You** should make this notification directly to **us** (and **your** insurance adviser, if **you** have one) as follows, ensuring you quote your policy number:  
  
by email to: hiscoxirelandclaims@hiscox.com; or  
  
by post to: Hiscox SA (Irish branch), The Observatory, 7-11 Sir John Rogerson's Quay, Dublin 2 D02 VC42.
2. unless you notify **us** as soon as practicable of:
  - a. **your** discovery that **products** are defective;
  - b. any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** client or a third-party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

Correcting problems

**We** will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

### Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim.

Appointment of legal representation

**We** have the right, but not the obligation, to select and appoint an adjuster, solicitor or any other appropriate person to deal with the claim.

**We** may appoint **your** own solicitor but on a similar-fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

Partially covered claims

If a claim which is only partially covered by this section is brought against **you**, amounts relating to the non-covered parts of the claim will be deducted from **our** final settlement. **We** will not pay costs for any part of a claim not covered by this section. **We** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If **you** and **we** cannot agree on a fair allocation, **you** and **we** agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

**We** have no further duty to defend **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

**Our** duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

**Special definitions  
for all property  
sections**

<b>Amount insured</b>	<p>In the event of a loss the most <b>we</b> will pay during any <b>period of insurance</b> is the sum insured shown in the schedule. In the event of a loss the sum insured will not be reduced by the amount of such loss provided <b>you</b>;</p> <ol style="list-style-type: none"> <li>1. pay an additional premium on the amount of loss from the date thereof to the date of expiry of the <b>period of insurance</b>; and</li> <li>2. carry out <b>our</b> recommendations for additional risk improvements which <b>we</b> may reasonably require to prevent further loss or <b>damage</b>.</li> </ol>
<b>Breakdown</b>	<ol style="list-style-type: none"> <li>1. Breaking, failure, distortion or burning out of any part of <b>equipment</b> or a <b>computer</b> whilst in ordinary use, arising from defects in the <b>equipment</b> or <b>computers</b> causing its sudden stoppage and necessitating repair or replacement before it can resume work; or</li> <li>2. fracturing of any part of <b>equipment</b> or a <b>computer</b> by frost which renders such <b>equipment</b> or <b>computers</b> inoperative; or</li> <li>3. the actual and complete severance of a rope, but not breakage or abrasion of wires or strands even though replacement may be necessary.</li> </ol>
<b>Bricking</b>	<p>The loss of use or functionality of property that forms part of your <b>computer or digital technology</b> as a result of a <b>cyber attack</b>.</p>
<b>Buildings</b>	<p>The buildings, which belong to <b>you</b> or for which <b>you</b> are legally responsible, at the premises shown in the schedule, including:</p> <ol style="list-style-type: none"> <li>1. outbuildings and annexes;</li> <li>2. landlord's fixtures and fittings, fixed fuel tanks;</li> <li>3. walls, gates, fences, car parks, yards, private roads, pavements and paths at the premises;</li> <li>4. pipes, ducting, cables, wires and associated control equipment at the premises and up to the public mains.</li> </ol> <p>The land at the premises is not included within this definition.</p>
<b>Business premises</b>	<p>The space <b>you</b> occupy at the premises shown in the schedule located in a building of <b>standard construction</b> unless otherwise notified to <b>us</b> and to which <b>we</b> have confirmed <b>our</b> agreement. This includes any outbuildings <b>you</b> occupy on the same premises.</p>
<b>Communicable disease</b>	<p>Any communicable, infectious or contagious disease including any related variation, strain, virus, complex or syndrome.</p>
<b>Computers</b>	<p>Computers and ancillary equipment, which belong to <b>you</b> or for which <b>you</b> are legally responsible, including <b>software</b>, and data carrying media but excluding data or information entered by <b>you</b> or on <b>your</b> behalf.</p>
<b>Damage</b>	<p>Physical damage or accidental physical loss.</p>
<b>Earth movement</b>	<p>Any natural or man-made earth movement including, but not limited to earthquake, seaquake, volcanic eruption, <b>subsidence, landslip, ground heave or sinkhole</b> and any ensuing tsunami.</p>
<b>Employee</b>	<p>Any person normally resident in the Republic of Ireland working for <b>you</b> in connection with <b>your business</b> who is:</p> <ol style="list-style-type: none"> <li>1. employed by <b>you</b> under a contract of employment/contract of service or apprenticeship;</li> <li>2. hired to or borrowed by <b>you</b>;</li> <li>3. self-employed and working on a labour-only basis under <b>your</b> control or supervision;</li> <li>4. engaged by labour-only sub-contractors;</li> <li>5. a labour master or a person supplied by him;</li> </ol>

## Property definitions

### Equipment

6. engaged under a work experience or training scheme.

Equipment, which belongs to **you** or for which **you** are legally responsible:

1. built to operate under vacuum or pressure, other than the weight of contents; or
2. used for the generation, transmission or utilisation of energy.

**Computers** are not included in this definition.

### Explosion or collapse

1. Sudden and violent rending by force of internal steam or other fluid pressure causing bodily displacement of any part of the insured **equipment** together with forcible ejection of the contents; or
2. sudden and dangerous distortion of any part of the insured **equipment** caused by crushing stress by force of steam or other fluid pressure.

Pressure of chemical action or ignited flue gases or ignition of the contents is not included within this definition.

### Failure

**Damage** caused by:

1. electrical or mechanical **breakdown**, including rupture or bursting caused by centrifugal force; or
2. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires; or
3. **explosion or collapse** of **equipment** owned or leased by **you** or under **your** control and operating under steam or other fluid pressure; or
4. any condition or event, not otherwise excluded by this section, occurring inside **equipment** operating under steam or other fluid pressure; or
5. any condition or event, not otherwise excluded by this section, occurring inside oil or water storage tanks, hot water boilers or other water heating equipment; or
6. operator error.

### Fine art

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability which are specifically mentioned in the schedule or contained in a valuation lodged with **us**.

### Flood

Rising surface or tidal water, or the overflow of water from any natural or artificial watercourse (other than water tanks, apparatus or pipes), whether driven by **storm** or not.

### Ground heave

The upward movement of the ground beneath any building as a result of the expansion or swelling of the subsoil.

### Landslip

Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.

### Money

Cash, bank and currency notes, cheques, travellers' cheques, postal orders, money orders, crossed bankers' drafts, current postage stamps, savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, customer redemption vouchers, company sales vouchers, credit card counterfoils, travellers' tickets, VAT purchase receipts, contents of franking machines and, insofar as they are not otherwise insured, holiday-with-pay stamps and luncheon vouchers.

### Normal settlement

The downward movement of the ground beneath buildings as a result of the soil being compressed by the weight of the buildings.

### Personal effects

Articles worn, used or carried about the person excluding cash, bank and currency notes and jewellery.

### Portable property

Portable equipment used in connection with **your business** which belongs to **you** or for which **you** are legally responsible, including:

1. **computers** including laptops and tablets;
2. mobile phones;
3. television and video equipment;
4. **stock**;

## Property definitions

5. tools;
6. hired-in equipment.

### **Production or process equipment**

Any **equipment** which has a primary purpose of processing or producing a product or service for eventual sale. This includes all component parts of such **equipment** and any other machine or apparatus used exclusively with such **equipment**.

### **Property**

Tangible property.

### **Sinkhole**

A sinkhole, also known as a cenote, sink, sink-hole, swallow hole, or doline, is a depression or hole in the ground caused by some form of collapse of the surface layer.

### **Software**

**Programs** which run **your computers**, including both **your** own operating programmes and application programmes used in the course of **your business**.

### **Standard construction**

Built of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material.

### **Stock**

Goods held in trust, stock, samples, merchandise goods, food, drink and tobacco.

### **Storm**

High winds, rainstorm, hailstorm or snowstorm.

### **Subsidence**

The downward movement of the ground beneath any building other than by **normal settlement**.

### **Third-party premises**

Any location within the **geographical limits** which does not belong to **you** and for which **you** are not legally responsible, where **you** have a contract to carry out **your business**.

The General terms and conditions, as applicable, the property definitions and the following terms and conditions all apply to this section.

### Special definitions for this section

**Rent receivable** Rent that **you** cannot legally recover from **your** tenants whilst the **buildings** or any part are unusable as a result of insured **damage**.

### What is covered

**We** will insure **you**, against **damage** occurring during the **period of insurance** to insured **buildings** or any other items specified under this section in the schedule.

### Additional cover

The following are also provided up to the amount shown in the schedule:

- |                          |  |
|--------------------------|--|
| Trace and access         | 1. <b>We</b> will pay for the necessary and reasonable costs <b>you</b> incur with <b>our</b> consent to locate any <b>damage</b> to cables, underground pipes and drains or the source of a gas leak or of any escape of water from permanent internal plumbing, where the <b>damage</b> , leakage or escape first occurs during the <b>period of insurance</b> . <b>We</b> will also pay the cost to make good any <b>damage</b> caused as a consequence of locating the <b>damage</b> or source of leakage or escape.   |
| Emergency services       | 2. <b>We</b> will pay for the cost of any fire brigade charges and other extinguishing expenses and other charges made by any organisation responsible for preservation of public safety, including replacing sprinklers, for which <b>you</b> are liable following <b>damage</b> occurring during the <b>period of insurance</b> to insured <b>buildings</b> not otherwise excluded.  |
| Loss prevention costs    | 3. <b>We</b> will pay for necessary and reasonable costs that <b>you</b> incur to protect the <b>buildings</b> from imminent insured <b>damage</b> occurring during the <b>period of insurance</b> .   |
| Additions to buildings   | 4. <b>We</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to any additions or improvements of <b>standard construction</b> to the <b>buildings</b> once they are completed and become <b>your</b> legal responsibility, provided <b>you</b> tell <b>us</b> the additional values as soon as possible and pay the appropriate premium.  |
| Inadvertent omissions    | 5. Having notified <b>us</b> of the intention to insure all <b>buildings</b> in which <b>you</b> have an interest and it being <b>your</b> understanding that all <b>property</b> is accounted for, if any such <b>property</b> is found to have been inadvertently omitted, <b>we</b> will deem it to be insured within the terms of this <b>policy</b> , provided: <ul style="list-style-type: none"> <li>a. it meets <b>our</b> underwriting criteria; and</li> <li>b. it is of <b>standard construction</b>; and</li> <li>c. <b>you</b> pay an additional premium either from <b>policy</b> inception or from the date which <b>you</b> became legally responsible for such <b>property</b>; and</li> <li>d. such <b>property</b> has not been left unoccupied or unused for more than 30 days when the <b>damage</b> occurs.</li> </ul> |
| Selling the buildings    | 6. If <b>you</b> are selling the <b>buildings</b> , this <b>policy</b> will cover the <b>buildings</b> for the buyer from the time <b>you</b> exchange contracts to the time of completion, unless the buyer is insured by, or has the benefit of, any other insurance. To obtain the benefit of this additional cover, the buyer must comply with the terms of this <b>policy</b> .   |
| Trees, shrubs and plants | 7. <b>We</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to trees, shrubs or plants at <b>your business premises</b> , which are owned by <b>you</b> or for which <b>you</b> are legally responsible, as a result of fire or explosion.   |
| Discharge of oil         | 8. <b>We</b> will pay the necessary and reasonable costs and expenses <b>you</b> incur with <b>our</b> consent to decontaminate the land at the premises shown in the schedule following accidental discharge of oil occurring during the <b>period of insurance</b> , other than costs resulting from <b>failure</b> of the storage tank or any oil fired heating appliance.  |
| Non-invalidity           | 9. Having notified <b>us</b> immediately once <b>you</b> become aware of any act, omission or alteration either unknown to <b>you</b> previously or beyond <b>your</b> control, which increases the risk of  |



## Property – buildings

### Policy wording

	<b>damage</b> , insurance under this section will not be invalidated. This is subject to meeting <b>our</b> underwriting criteria and payment of an additional premium either from <b>policy</b> inception or from the date <b>you</b> became aware of such act, omission or alteration.
Lock replacement	10. <b>We</b> will pay the costs <b>you</b> incur to replace locks and keys necessary to maintain the security of <b>your business premises</b> or safes following theft of keys involving force and violence occurring during the <b>period of insurance</b> .
Cyber incident	11. <b>We</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to insured <b>buildings</b> not otherwise excluded, resulting from or in connection with <b>you</b> and <b>you</b> alone being specifically targeted in isolation by a <b>hacker</b> in connection with any <b>cyber attack</b> .
Computer or digital technology error	12. <b>We</b> will pay for <b>damage</b> occurring during the <b>period of insurance</b> to insured <b>buildings</b> not otherwise excluded, directly resulting from a <b>computer</b> or <b>digital technology error</b> .

### What is not covered

**We** will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. **normal settlement** or bedding down of new structures;
  - c. **normal settlement** or movement of made up ground;
  - d. coastal or river erosion;
  - e. collapse or cracking, other than **damage** to the main building resulting from **subsidence**;
  - f. **subsidence**:
    - i. to walls, gates and fences, car parks, yards, private roads, pavements and paths unless the main building is physically damaged at the same time and by the same cause;
    - ii. to solid floors unless the walls are physically damaged at the same time and by the same cause;
  - g. demolition, building work or groundwork on the premises;
  - h. a rise in the water table;
  - i. pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds;
  - j. **storm** or **flood** to gates or fences;
  - k. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the building is occupied and in use;
  - l. **date recognition**;
  - m. **sinkholes**.
2. **damage** to any **computers, equipment**, oil and water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
3. misuse, faulty workmanship, defective design or the use of faulty materials.
4. the cost of maintenance or routine redecoration.
5. any indirect losses which result from the incident which caused **you** to claim.
6. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured **damage** covered under this section; or
  - b. **damage** which would otherwise be covered under this section which itself was caused by a sudden, identifiable and unexpected pollution or contamination incident.

This clause does not apply to the cover under **What is covered**, Discharge of oil.
7. a. **damage** directly or indirectly caused by, resulting from or in connection with

## Property – buildings

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	<p><b>terrorism</b> or any action taken to control, prevent or respond to <b>terrorism</b>;</p> <p>b. <b>damage</b> outside of the Republic of Ireland directly or indirectly caused by civil commotion.</p> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of this clause, it will be for <b>you</b> to show that the clause does not apply.</p>
	<p>8. any claim or loss directly or indirectly due to, contributed to by, or resulting from or in connection with <b>war, confiscation, nuclear risks</b> or <b>space perils</b>.</p> <p>9. the amount of the <b>excess</b>.</p> <p>10. any <b>damage</b> or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any <b>communicable disease</b> or the fear or threat of any <b>communicable disease</b>.</p>
Bricking	11. any <b>damage</b> or loss due to <b>bricking</b> .
Cyber incident	<p>18. any loss, other than <b>damage</b> to insured <b>buildings</b>, directly or indirectly due to, contributed to by, resulting from or in connection with any:</p> <p>a. <b>cyber attack</b>;</p> <p>b. <b>hacker</b>;</p> <p>c. any fear or threat of 18.a. to 18.b. above; or</p> <p>d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 18.a. to 18.c. above.</p>
Social engineering	19. any <b>damage</b> or loss directly or indirectly due to, contributed to by, resulting from or in connection with any <b>social engineering communication</b> .
Computer or digital technology error	20. any loss, other than <b>damage</b> to insured <b>buildings</b> , directly or indirectly due to, contributed to by, resulting from or in connection with any <b>computer or digital technology error</b> .

## How much we will pay

Rebuilding and repair	<p><b>We</b> will pay up to the <b>amount insured</b> during any one <b>period of insurance</b> unless limited below or in the schedule, but <b>we</b> will not pay more than the <b>amount insured</b> in total for the cost of rebuilding or repair and other costs combined.</p>
Other costs	<p><b>We</b> will pay the cost of rebuilding or repairing the <b>buildings</b> to a condition equal to but not better or more extensive than their condition when new, provided <b>you</b> carry out the rebuilding or repair and do so without unreasonable delay.</p> <p><b>We</b> will pay the following necessary and reasonable costs and expenses <b>you</b> incur in rebuilding or repairing following <b>damage</b> insured by this section:</p> <ol style="list-style-type: none"> <li>The cost of removing debris of the <b>buildings</b> from the premises shown in the schedule or the area immediately adjacent;</li> <li>The cost of dismantling, demolishing, shoring up or propping up any part of the <b>buildings</b>;</li> <li>The cost of complying with any statutory or local authority requirement regarding the damaged part of the <b>buildings</b>, unless notice of such requirement was served before the <b>damage</b> and provided the <b>buildings</b> were originally built according to any government and local authority regulations in force at that time;</li> <li>The fees of architects, surveyors or consulting engineers;</li> <li>Clearing, cleaning and repairing drains, gutters, sewers and the like on <b>your</b> premises which are blocked or damaged.</li> </ol> <p><b>We</b> will not pay for the cost of preparing a claim made under this section.</p>
Special rebuilding conditions	<p><b>You</b> may rebuild or replace <b>buildings</b> which are totally destroyed in any manner suitable to <b>your</b> requirements and/or on another site provided this does not increase the cost.</p>

Under insurance	If, at the time of <b>damage</b> , the <b>amount insured</b> is less than 85% of the total rebuilding cost of the <b>buildings</b> including an allowance for other costs, the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.
Index linking	The <b>amount insured</b> for <b>buildings</b> will be adjusted monthly in line with any change in nationally published indices. <b>We</b> will not reduce the <b>amount insured</b> without <b>your</b> consent.

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## Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. notify <b>us</b> promptly of any <b>damage</b> which might be covered;</li> <li>2. report to the An Garda Síochána or the police, as soon as is reasonably possible, any <b>damage</b> arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;</li> <li>3. arrange for urgent repairs to be done immediately. Before any other repair work begins, <b>we</b> have the right to inspect the damaged <b>property</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</li> </ol>
Unoccupancy	<p><b>You</b> must tell <b>us</b> immediately if the <b>buildings</b>, including any self-contained areas of the <b>buildings</b>, will be left unoccupied or will not be used for more than 30 consecutive days. If <b>you</b> do not, <b>we</b> will not make any payment for <b>damage</b> occurring while the <b>buildings</b> are unoccupied. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements, <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.</p>
Building works	<p>If <b>you</b> intend to undertake any work to extend, renovate, build or demolish any part of the <b>buildings</b> and the estimated cost is more than €100,000, <b>you</b> must tell <b>us</b> about the work at least 30 days before the work starts and before <b>you</b> enter into any contract for the works. <b>We</b> may then amend the terms of this <b>policy</b>. If <b>you</b> do not tell <b>us</b> about such work, <b>we</b> will not pay for any <b>damage</b> directly or indirectly caused by or resulting from the building works. <b>You</b> do not have to tell <b>us</b> if the work is for redecoration only.</p>
Hot works permit	<p><b>You</b> must ensure that for any work to extend, renovate, build or demolish any part of the <b>buildings</b> which involves the application of heat <b>you</b> must have in place a hot work permit system which ensures that the contractor employed to complete the work completes and signs a hot work permit prior to any work commencing. If <b>you</b> do not comply with this condition <b>you</b> will not be covered, and <b>we</b> will not make any payment in respect of a claim for fire and/or explosion directly or indirectly caused by or resulting from the works.</p>
Protections	<p><b>We</b> will not make any payment under this section unless all fire alarms, security systems and physical protections notified to <b>us</b> are in full operation whenever the <b>building</b> is left unattended. <b>You</b> must also advise <b>us</b> as soon as reasonably possible if for any reason a system is not working properly. <b>We</b> may then vary the terms and conditions of this <b>policy</b>. All systems must be regularly serviced under contract by a reputable company at least annually.</p>
Minimum security	<p><b>We</b> will not make any payment for <b>damage</b> unless the physical security measures at the <b>business premises</b> comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:</p> <ol style="list-style-type: none"> <li>1. The final exit door is secured by: <ol style="list-style-type: none"> <li>a. a mortice deadlock conforming to or superior to EN12209 or Irish equivalent; or</li> <li>b. a rim automatic deadlock conforming to or superior to EN12209 or Irish equivalent; or</li> <li>c. a key-operated multi-point locking system having at least three locking bolts.</li> </ol> </li> <li>2. Any other external door or internal door providing access to any part of the building not occupied by <b>you</b>, which is not officially designated a fire exit by the local fire authority, is secured by: <ol style="list-style-type: none"> <li>a. a locking device specified in 1. above; or</li> <li>b. by two key-operated security bolts to engage the door frame.</li> </ol> </li> <li>3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:</li> </ol>

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- a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
  - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb-turn mechanism.
4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
- a. secured by means of a key-operated locking device; or
  - b. permanently screwed shut.

Please note:

- (i) the local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) the provisions of specification 4. do not apply to windows or skylights that are protected by means of either:
  - a. fixed round or square section solid steel bars not more than 10cm apart; or
  - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
  - c. proprietary collapsible locking gate grilles.

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## Special conditions

### Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without **invalidating** this insurance.

The General terms and conditions, as applicable the property definitions and the following terms and conditions all apply to this section.

### Special definitions for this section

#### Contents

The contents at the **business premises** used in connection with the **business** which belong to **you** or for which **you** are legally responsible, including:

- a. declared **computers**;
- b. declared **stock**;
- c. declared **fine art**;
- d. tenants' improvements, decorations, fixtures and fittings including, if attached to the building, external signs, aerials and satellite dishes and other general contents;
- e. pipes, ducting, cables, wires and associated control equipment within the **business premises** and extending to the public mains.
- f. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings;

The following are not included within this definition:

- a. any mechanically propelled vehicle or mobile plant or equipment for which insurance or security is required under the provision of any road traffic legislation;
- b. any watercraft, marine rig or platform, hovercraft, aircraft, drone or other aerial device;
- c. **buildings**, land and water;
- d. **Money** and **personal effects**; or
- e. any item attached to any of the above.

#### Crime

Dishonesty of any person under a contract of service with **you** where there was a clear intention to cause **you** financial loss or damage and to obtain personal financial gain over and above salary, bonus or commission.

#### Employees' cycles

Cycles and cycle accessories which belong to your partners, directors, trustees, committee members, employees or volunteers or for which such persons are legally responsible.

#### Rent payable

Rent for the **business premises** that **you** must legally pay whilst the **business premises** or any part of it is unusable as a result of **damage** insured by this section.

### What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contents** contained in the **business premises** and any other items specified in the schedule.

#### Additional cover

The following are also provided up to the amount shown in the schedule:

#### Glass

1. **Damage** occurring during the **period of insurance** to any fixed glass in windows, doors, and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings contained in the **business premises**, which belongs to **you** or for which **you** are legally responsible. This includes:
  - a. temporary boarding-up;
  - b. repair of window frames or removal or replacement of fixtures and fittings in the course of replacing the glass; and
  - c. replacement lettering or other ornamental work and alarm foil on glass.

#### Additions to contents

2. **Damage** occurring during the **period of insurance** to any additional **contents** provided **you** tell **us** the additional values as soon as possible and pay the appropriate premium.

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Money	3. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>money</b> belonging to <b>you</b> and held in connection with <b>your business</b> : <ol style="list-style-type: none"> <li>at the <b>business premises</b> while open for business;</li> <li>at the <b>business premises</b> in a locked safe;</li> <li>in transit within the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man or whilst at the home of any partner, director or employee of <b>yours</b> in the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.</li> </ol>
Personal effects	4. <b>Damage</b> occurring in the <b>business premises</b> during the <b>period of insurance</b> to the <b>personal effects</b> of <b>your</b> employees or visitors to the <b>business premises</b> provided they are not insured elsewhere.
Employees cycles	5. <b>Damage</b> occurring within a <b>building</b> at the <b>business premises</b> during the <b>period of insurance</b> to <b>employees' cycles</b> provided they are not insured elsewhere.
Reconstitution of electronic data	6. The reasonable cost of <b>reconstitution of data</b> as a direct result of <b>damage</b> covered under this section.
Loss of documents	7. If during the <b>period of insurance</b> any tangible document of <b>yours</b> which is necessary for the performance of <b>your business activity</b> is physically lost, damaged or destroyed while in <b>your</b> possession, <b>we</b> will pay the reasonable expenses <b>you</b> incur with <b>our</b> prior written agreement in restoring or replacing it. The most <b>we</b> will pay for the total of all such expenses is the relevant amount in the schedule
Lock replacement	8. The costs <b>you</b> incur to replace locks and keys necessary to maintain the security of <b>your business premises</b> or safes following theft of keys involving force and violence occurring during the <b>period of insurance</b> .
Building damage by theft	9. The cost of repairing <b>damage</b> to the buildings at the <b>business premises</b> occurring during the <b>period of insurance</b> caused by theft or attempted theft and for which <b>you</b> are legally liable.
Personal assault following robbery or attempted robbery	10. Compensation as shown in the schedule if any partner, director, trustee or employee of <b>yours</b> is physically injured in the course of <b>your business</b> in a robbery or attempted robbery occurring during the <b>period of insurance</b> either at the <b>business premises</b> or within the <b>geographical limits</b> and dies or is permanently disabled solely and directly as a result of the injury within two years from the date it happened. This cover only applies to people aged between 16 and 70 at the start of the <b>period of insurance</b> .
Metered water and fuel	11. The cost that <b>you</b> incur for any metered water and fuel used at the <b>business premises</b> when such water or fuel has been accidentally released or rendered unusable for its intended purpose as a direct result of <b>damage</b> occurring during the <b>period of insurance</b> to any storage tank, equipment or piping located at the <b>business premises</b> resulting from a cause not otherwise excluded.
Undamaged tenant's improvements	12. Tenant's improvements if <b>your</b> lease is terminated by the lessor as a consequence of <b>damage</b> occurring during the <b>period of insurance</b> to the <b>business premises</b> , provided the termination is a valid condition of <b>your</b> lease and tenant's improvements are an insured item under this <b>policy</b> .
Contents temporarily elsewhere	13. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> , excluding laptops, mobile phones and other portable equipment, temporarily but no longer than 60 days elsewhere in the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man, including whilst in transit.
Contents kept at home	14. <b>Damage</b> occurring during the <b>period of insurance</b> to <b>contents</b> used and kept at the home of any partner, director or employee of <b>yours</b> for the purposes of the <b>business</b> , provided the home is in the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man.
Cyber incident	15. <b>Damage</b> occurring during the <b>period of insurance</b> to insured <b>contents</b> not otherwise excluded, resulting from or in connection with <b>you</b> and <b>you</b> alone being specifically

## Property – contents

### Policy wording

Computer or digital technology error	targeted in isolation by a <b>hacker</b> in connection with any <b>cyber attack</b> .
Outdoor items	16. <b>Damage</b> occurring during the <b>period of insurance</b> to insured <b>contents</b> not otherwise excluded, directly resulting from a <b>computer or digital technology error</b> .
Accidental discharge of gas system	17. <b>Damage</b> occurring during the <b>period of insurance</b> to outdoor furniture, heaters, ornaments, statues and other similar items that are normally left outdoors within the confines of the premises shown in the schedule.
Extinguisher and alarm re-setting expenses	18. The necessary and reasonable costs that <b>you</b> incur to refill the cylinders of any gas flooding system installed at the <b>business premises</b> , following accidental discharge of the system during the <b>period of insurance</b> .
Removal of debris	19. The necessary and reasonable costs and expenses <b>you</b> incur in order to refill fire extinguishing appliances, replace sprinkler heads and reset the fire or intruder alarm system following <b>damage</b> covered under this section.
	20. The necessary and reasonable costs and expenses <b>you</b> incur to remove debris of <b>contents</b> from the premises shown in the schedule or the area immediately adjacent, following <b>damage</b> insured by this section.

### What is not covered

We will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
  - c. coastal or river erosion;
  - d. a rise in the water table;
  - e. theft from an unattended vehicle unless the item is out of sight in a locked boot or similar locked storage compartment;
  - f. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing provided the **business premises** is occupied and in use;
  - g. **date recognition**;
  - h. the explosion of any boiler (not being a boiler used for domestic purposes) or other equipment which belongs to **you** or is in **your** care custody or control in which internal pressure is due to steam only.
2. **damage to property** being cleaned, worked on or maintained.
3. **damage** to any **computers, equipment**, oil, fuel or water storage tanks or electrical or mechanical plant or equipment directly resulting from its own **failure**.
4. loss or distortion of information resulting from error or malfunction of **computers**.
5. the value to **you** of any lost or distorted information.
6. misuse, inadequate or inappropriate maintenance, faulty workmanship, defective design or the use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty of any trustee, partner, director or employee of **yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**.
10. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.
11. any indirect losses which result from the incident which caused **you** to claim.
12. pollution or contamination except **damage** to insured **property** which is not otherwise excluded, and which is caused by:

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- a. pollution or contamination which itself results from insured **damage** covered under this section; or
  - b. **damage** which would otherwise be covered under this section which itself was caused by a sudden, identifiable and unexpected pollution or contamination incident.
13. a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
- b. **damage** outside of the Republic of Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply.

14. any **damage** directly or indirectly due to, contributed to by, or resulting from or in connection with **war**, **confiscation**, **nuclear risks** or **space perils**.
15. the amount of the **excess**.
16. any **damage** or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any **communicable disease** or the fear or threat of any **communicable disease**.

Bricking

17. any **damage** or loss due to **bricking**.

Cyber incident

18. any loss, other than **damage** to insured **contents**, directly or indirectly due to, contributed to by, resulting from or in connection with any:
- a. **cyber attack**;
  - b. **hacker**;
  - c. any fear or threat of 18.a. to 18.b. above; or
  - d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 18.a. to 18.c. above.

Social engineering

19. any **damage** or loss directly or indirectly due to, contributed to by, resulting from or in connection with any **social engineering communication**.

Computer or digital technology error

20. any loss, other than **damage** to insured **contents**, directly or indirectly due to, contributed to by, resulting from or in connection with any **computer or digital technology error**.

## How much we will pay

**We** will pay up to the **amount insured** shown in the schedule during any one **period of insurance** unless limited below or in the schedule.

Repair and replacement

At our option **we** will repair, replace or pay for any lost or damaged items on the following basis:

1. for **contents**, other than **stock**, **fine art** or **personal effects**, the cost of repair or replacement at the cost price to **you**;
2. for **stock** and samples other than second-hand stock or goods held in trust, the cost of repair or replacement at the cost price to **you**;
3. for second-hand stock, other than goods held in trust, the cost of repair or replacement at the trade market value;
4. for goods held in trust, the lesser of:
  - i. **your** liability in respect of held in trust; or
  - ii. the cost of repair or replacement at the trade market value of such goods;
5. for **personal effects**, the cost of repair or replacement as new, but not more than the amount shown in the schedule for each incident of loss.
6. for **fine art**, the agreed value of the individual item lost or damaged as shown in the schedule or valuation.

However, if the item is only partly damaged, **we** will decide whether **we** repair, restore,



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replace or pay the agreed value of the damaged item. If **we** repair or restore a damaged item, **we** will also pay for any loss in value.

For any item of **fine art** which has not been individually valued in the schedule or valuation, **we** will decide whether **we** repair, restore, replace or make a cash settlement for that item. If **we** choose to make a cash settlement, **we** will pay the market value of the item immediately prior to the **damage**, taking account of any increased value the item may have because it forms part of a pair or set.

Debris removal	<b>We</b> will pay the necessary and reasonable costs and expenses <b>you</b> incur to remove debris of <b>contents</b> from the premises or the area immediately adjacent, following <b>damage</b> insured by this section.
Under insurance	If, at the time of <b>damage</b> , the <b>amount insured</b> is less than 85% of the total value of the <b>contents</b> , the amount <b>we</b> pay will be reduced in the same proportion as the under insurance.
Index linking	The <b>amount insured</b> for <b>contents</b> excluding <b>fine art</b> , will be adjusted monthly in line with any increase in nationally published indices. <b>We</b> will not reduce the <b>amount insured</b> without <b>your</b> consent.
Personal assault following robbery or attempted robbery	<b>We</b> will not pay compensation under more than one heading in the schedule for the same injury.
Pairs and sets	If any <b>contents</b> which have an increased value because they form part of a pair or set are <b>damaged</b> any payment, <b>we</b> make will take account of the increased value.
Other interests	Any payment <b>we</b> make will take into account the interest of any party having an insurable interest in the <b>contents</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.

## Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>1. notify <b>us</b> promptly of any <b>damage</b> which might be covered;</li> <li>2. report to the An Garda Síochána or the police, as soon as reasonably possible, any <b>damage</b> arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them;</li> <li>3. arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged <b>property</b>. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</li> </ol>
Backing up electronic data	<b>We</b> will not make any payment for the costs of <b>reconstitution of data</b> unless <b>you</b> take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the <b>business premises</b> .
Protections	<b>We</b> will not make any payment under this section unless all fire alarms, security systems and physical protections notified to <b>us</b> are in full operation whenever the <b>business premises</b> is left unattended. <b>You</b> must also advise <b>us</b> as soon as reasonably possible if for any reason a system is not working properly. <b>We</b> may then vary the terms and conditions of this <b>policy</b> . All systems must be regularly serviced under contract by a reputable company at least annually.
Unoccupancy	<b>You</b> must tell <b>us</b> immediately if the <b>business premises</b> , including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. If <b>you</b> do not, <b>we</b> will not make any payment for <b>damage</b> occurring while the <b>buildings</b> are unoccupied. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements, <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.
Building works	<p>If <b>you</b> intend to undertake any work to extend, renovate, build or demolish any part of the <b>buildings</b> and the estimated cost is more than €100,000, <b>you</b> must tell <b>us</b> about the work at least 30 days before the work starts and before <b>you</b> enter into any contract for the works. <b>We</b> may then amend the terms of this <b>policy</b>. If <b>you</b> do not tell <b>us</b> about such work, <b>we</b> will not pay for any <b>damage</b> directly or indirectly caused by or resulting from the building works.</p> <p><b>You</b> do not have to tell <b>us</b> if the work is for redecoration only.</p>

#### Minimum security

**We** will not make any payment for **damage** unless the physical security measures at the **business premises** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

1. The final exit door is secured by:
  - a. a mortice deadlock conforming to or superior to EN12209 or Irish equivalent; or
  - b. a rim automatic deadlock conforming to or superior to EN12209 or Irish equivalent; or
  - c. a key-operated multi-point locking system having at least three locking bolts.
2. Any other external door or internal door providing access to any part of the building not occupied by **you**, which is not officially designated a fire exit by the local fire authority, is secured by:
  - a. a locking device specified in 1. above; or
  - b. by two key-operated security bolts to engage the door frame.
3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
  - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
  - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb-turn mechanism.
4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
  - a. secured by means of a key-operated locking device; or
  - b. permanently screwed shut.

Please note:

- (i) the local fire authority must be consulted before **you** replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) the provisions of specification 4. do not apply to windows or skylights that are protected by means of either:
  - a. fixed round or square section solid steel bars not more than 10cm apart; or
  - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
  - c. proprietary collapsible locking gate grilles.

#### Money in transit

**We** will not make any payment for **damage** to **money** under this section unless **money** in transit with a total value:

- a. between €2,000 and €6,000 is carried by at least two able bodied adults;
- b. between €6,001 and €10,000 is carried by at least three able bodied adults;
- c. in excess of €10,000 is carried by a Private Security Authority licenced cash and valuables in transit company.

Please check the **policy** schedule to see what cover **you** have for **money** as it may be lower than the above limits.

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**Special conditions**

Workmen

Workmen are permitted in or about any of the **buildings** for the purposes of carrying out minor alterations, repairs, decoration and maintenance without **invalidating** this insurance.