

**small business insurance**

# policy document / **shops, offices and surgeries**



**great service and  
better benefits**

October 2016

**redefining / standards**





## **Welcome to your AXA Small Business Insurance Policy**

Thank you for choosing AXA as your insurer. We are one of the largest insurance groups in the world. Here in Ireland, we have insured commercial property for more than 250 years.

You chose us because you need protection. You also want a level of service second to none and, if you need help with claims, we will be there when you need us most.

This is your policy document. It is the contract that we have made with each other. We appreciate insurance can be a complicated business so we have designed the layout to make it as easy as possible to follow.

Please read it carefully and if you have any questions, please contact your Broker or your local AXA Insurance office.

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## Your policy

*The Company in consideration of the payment of the premium shall provide insurance against loss destruction damage or liability occurring at any time during the period of insurance (or any subsequent period for which the Company accepts a renewal premium) in accordance with the Sections of the Policy shown as operative in the Schedule subject to the exclusions provisions and conditions of the Policy*

*The Policy and the Schedule should be read together as one contract and the Proposal Form/Statement of Fact made by the Insured is the basis of the contract*

*On behalf of AXA Insurance dac*



*Phil Bradley*

*Chief Executive*

*AXA Insurance dac*

*Registered number 136155*

*Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.*

### **Important**

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We recommend You read this Policy together with Your Schedule to ensure that it meets with Your requirements Should You have any queries please contact Us or Your Insurance Broker.

Your attention is drawn to the Complaints procedure (Caring For You) on Page 61.

### **The law applicable to this Policy**

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The Insurer with which your contract will be concluded is AXA Insurance dac which is established in Ireland Both you and we can choose the law within the European Union which will apply to the contract We propose that the law of the Republic of Ireland apply

### **Security of premises**

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This insurance has been granted subject to Minimum Standards of Security (See Policy Condition 3) or following a survey of Your Shop Office or Surgery It is important that You should not alter door or window fastenings or other security devices (except as allowed specifically in a Further Protection Clause attached to this Policy) without the written consent of the Company In Your interest it is important that You give early notification of any proposed changes so that if it is necessary a further survey may be undertaken

## Important Helplines

24 Hour Claims Helpline	<b>(01) 8583233</b>	If you need to make a claim please phone us at anytime.
Emergency Repair Helpline	<b>1890 702 702</b>	Our 24 hour emergency repair helpline service provides help when You most need it. We will provide details of reputable contractors who will be able to help.
Legal Advice	<b>(01) 8658807</b>	Our advice line provides free confidential legal advice.

For your own security and to help us improve customer satisfaction we may record or monitor phone calls.

# Definitions

*Where the following words and phrases appear in the Policy they will always have these meanings*

## 1 General

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**AXA Insurance, Company, Our, Us, We**  
AXA Insurance dac

### Policy

The Policy and Schedule and any endorsements attached or issued

### Proposal

The signed Proposal or Statement of Fact if applicable and any additional information supplied to the Company by or on behalf of the Insured

### Business

The business stated in the Schedule and

- a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- b) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured

### Employee

(other than Section 8 - Legal Expenses)

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

### Money

Cash bank and currency notes cheques postal orders money orders crossed bankers drafts current postage stamps savings stamps and certificates trading stamps gift tokens customer redemption vouchers credit card company sales vouchers credit card counterfoils travellers tickets Phonecards (excluding Phonecards held in stock for resale) VAT purchase receipts contents of franking machines gaming machines tokens lottery scratch cards and insofar as they are not otherwise insured holiday-with-pay stamps and luncheon vouchers

### Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform

### Insured, You, Your

The person(s) or company named in the Schedule

### Shop Office and Surgery

The Shop Office and Surgery shown in the Schedule including private dwelling rooms and its outbuildings on the same premises the structure of the Shop Office and Surgery being brick stone or concrete built and roofed with slate tile concrete metal asbestos or any other non combustible material (unless otherwise stated in the Schedule)

### **Territorial Limits**

(other than Section 8 - Legal Expenses)

- a) Anywhere within the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man other than Offshore.
- b) Elsewhere in the world in respect of anything sold or supplied by You

### **2 Applicable only to Section 6**

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#### **Injury**

Bodily injury death disease illness or nervous shock

### **3 Applicable only to Sections 1, 2, 3, 4 (a), 4 (b) and 7**

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#### **Virus or Similar Mechanism**

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not

This Definition of Virus or Similar Mechanism includes but is not limited to Trojan horses worms and logic bombs

#### **Hacking**

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

### **4 Applicable to Section 8**

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#### **Acts of the Oireachtas**

All Acts of the Oireachtas referred to in this Policy shall include any subsequent amendments re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits

#### **Any One Claim**

All claims or legal proceedings consequent upon the same original cause event or circumstance shall be regarded as one claim

#### **Appointed Representative**

A consultant solicitor barrister or other appropriately qualified person appointed by the Company to act for the Insured



**Awards of Compensation**

Basic and Compensatory Awards made against the Insured by an Employment Tribunal or settlement thereof subject to the Company's consent but not including Interim Relief arrears of pay or any award of damages under Employment Equality Acts 1998 and 2004 or arising out of failure to comply with awards in respect of reinstatement or re-engagement  
The Company will not pay any fine award or damages incurred by deliberately avoiding a payment or liability under statutory requirements The Company will not pay any redundancy payment or any monies due or properly payable arising under or from a contract of employment service agreement or related document or from any related implied or incorporated terms of a contract of service

**Contracting Party**

An individual or company with whom the Insured has a direct contractual relationship

**Debt**

Monies owed to the Insured that have become due and payable

**Debt Collection Service**

A debt collection service nominated by the Company

**Due Date**

The date monies owed to the Insured become due and payable

**Employee**

Any person under a contract of service with the Insured

**Legal Advice Line**

The legal advisory service provided by the Company on an unrestricted basis to the Insured If you have a legal or tax issue you can obtain free advice by telephoning 01 8658807 Whilst this Policy remains in force the service may be used as often as necessary

**Legal Expenses****a) Fees**

- i. Legal fees and disbursements reasonably incurred by the Appointed Representative with the consent of the Company
- ii. Costs incurred by other parties insofar as the Insured is held liable in court or tribunal to pay such costs or becomes liable to pay such costs under a settlement the Company has agreed to but excluding any costs the Insured may be ordered to pay by a court of criminal jurisdiction

**b) Compensation for Court Attendance**

In the event of any director partner or employee of the Insured attending a hearing at court or tribunal as a witness at the request of the Appointed Representative in respect of a claim to which the Company has consented the Company will provide compensation to the Insured for a loss up to €150 per day and up to €1,500 Any One Claim

**Period of Insurance**

As specified in the Schedule

**Professional Duty**

Duty owed by the Insured in respect of which the Insured has or is required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act error or omission



**Professional Expenses**

Any fees expenses and other disbursement reasonably incurred by the Appointed Representative in connection with any claim or proceedings including those incurred by the Company in connection with such claim or proceedings but excluding any tax or VAT additional tax or VAT interest or penalties demanded assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction

**Property**

Buildings owned or occupied by the Insured or otherwise for which the Insured is legally responsible

**Territorial Limits**

The Republic of Ireland

## Section 1 - Buildings

### Property Insured

The building of the Shop Office or Surgery including landlord's fixtures and fittings therein and thereon walls gates and fences yards car parks and pavements piping ducting cables wires and associated control gear and accessories on the premises and extending to the public mains but only to the extent of the Insured's responsibility

### A Insured Perils

The Company shall indemnify the Insured against loss of or damage to the Property Insured caused by the undernoted perils

- 1 Fire (including subterranean fire) explosion lightning or earthquake
- 2 Storm or flood excluding
  - a) loss or damage caused by frost subsidence ground heave or landslip
  - b) loss or damage attributable solely to change in water table level
  - c) loss or damage to moveable property in the open fences and gates
  - d) the first €300 of each and every loss as ascertained after the application of any Condition of Average
- 3 Escape of water from any tank apparatus or pipe including damage to any fixed tank apparatus or pipe caused by freezing or forcible and violent bursting excluding
  - a) loss or damage in respect of any building which is empty or not in use
  - b) the first €300 of each and every loss as ascertained after the application of any Condition of Average
  - c) loss or damage caused by wet or dry rot rust corrosion or other wear and tear
- 4 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding
  - a) loss or damage arising from cessation of work
  - b) as regards loss or damage (other than

fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation

- i) loss or damage by theft
- ii) loss or damage in respect of any building which is empty or not in use
- iii) the first €300 of each and every loss as ascertained after the application of any Condition of Average

- 5 Impact with the Shop Office or Surgery by aircraft or other aerial devices or articles dropped therefrom or by any vehicle train animal falling branch aerial or mast or satellite dish
- 6 Leakage of oil from any fixed heating installation
- 7 Theft or any attempt thereat involving entry to or exit from the Shop Office or Surgery by forcible and violent means excluding
  - a) the first €300 of each and every loss as ascertained after the application of any Condition of Average
  - b) loss or damage in respect of any building which is empty or not in use
- 8 Any other accidental loss or damage excluding
  - a) the first €300 of each and every loss as ascertained after the application of any Condition of Average
  - b) loss or damage caused by or resulting from
    - i) wear tear the action of light or atmosphere moths vermin insects
    - ii) any process of cleaning dyeing restoring adjusting or repairing
    - iii) corrosion dampness dryness wet or dry rot marring scratching
    - iv) loss or damage from wind hail sleet snow flood or dust to boundary walls gates fences
  - c) loss or damage specifically excluded
    - i) in Insured Perils 1–7

- ii) in Insured Peril 9 if in force
- iii) in the General Exceptions
- d) loss or damage by subsidence ground heave or landslip
- e) normal settlement or bedding down of new structures
- f) loss or damage to a building or structure caused by its own collapse or cracking
- g) loss or damage by theft or any attempt thereat

#### **Excluding**

- a) Loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by
  - i) pollution or contamination which itself results from an Insured Peril
  - ii) an Insured Peril which itself results from pollution or contamination
- b) Loss or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking

But this shall not exclude loss or damage which results from the acts of malicious persons which involve physical force or violence including the acts of thieves

#### **B Damage to Cables and Underground Pipes**

The Company will pay the cost of repairing accidental damage for which the Insured is responsible to cables and underground pipes and drains (and their inspection covers) on the premises of the Shop or connecting them to the public mains provided such damage is not caused by rust corrosion or other wear and tear

#### **C Condition of Average**

(Only applicable where claims are not paid under the terms of the Reinstatement Clause)

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

#### **D Inflation Protection Clause**

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

#### **E Trace and Access**

The Company will pay the reasonable costs necessarily incurred by the Insured in locating the source and subsequent making good loss or damage resulting from

- i) the escape of water from any tank apparatus or pipe
- ii) accidental damage to cables underground pipes drains serving the Shop Office or Surgery

The liability of the Company in respect of any one Shop Office or Surgery shall not exceed €15,000 in any one Period of Insurance

#### **F Limit of Liability**

Subject to the provisions of Clause G Automatic Reinstatement of Sum Insured on page 21 the maximum amount payable during any one Period of Insurance under this Section including any payment made under the Special Clauses is the Sum Insured shown in the Schedule for the Building Section adjusted in accordance with the Inflation Protection Clause or the Day One Average Clause if applicable

#### **G Fire Brigade Charges**

The Company will pay the cost of fire brigade attendance fees that may be charged by any local authority attending to a fire that results in a claim under this policy The maximum amount we will pay under this extension is €10,000

## Section 2 - Contents

### **Property Insured under Shops**

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#### **Item 1**

Trade contents and fixtures and fittings for which the insured is responsible including landlord's fixtures and fittings interior decorations and Employees personal effects up to €750 any one Employee excluding Stock in Trade and property more specifically insured by any other item detailed in the schedule

#### **Item 2**

Stock in Trade and goods in trust for which the Insured is responsible including

- a) wines and spirits up to €1,000 unless otherwise specified in the schedule
- b) tobacco cigarettes and cigars up to €1,000 unless otherwise specified in the schedule
- c) all other contents as specified in the schedule

pertaining to the Business and contained in the shop

#### **Excluding**

- a) any property otherwise insured
- b) deeds bonds bills of exchange promissory notes money documents of title to property

### **Property Insured Under Office and Surgery**

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#### **Item 1**

Contents of the Office or Surgery all belonging to the Insured or for which he is responsible including

- a) landlord's fixtures and fittings and interior decorations insofar as they are not otherwise insured
- b) plans deeds briefs manuscripts books documents and office records limit any one document €1,000

- c) computer disks and tapes limit any one item €1000
- d) Employee personal effects limit any one employee €750
- e) Wines spirits cigarettes and tobacco held for entertainment purposes within the Office only

Provided they are insured by item 2

#### **Item 2**

- a) Electronic Business Equipment as specified in the schedule
- b) Stock of drugs (within the Surgery only) as specified in the schedule
- c) all other contents (excluding stock) as specified in the schedule

pertaining to the Business and contained in the Office or Surgery

#### **Excluding**

- a) any property otherwise insured
- b) Money merchandise gold and silver articles plate jewellery and furs

### **A Insured Perils**

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The Company shall indemnify the Insured against loss of or damage to the Property Insured caused by the undernoted perils

- 1** Fire (including subterranean fire) explosion lightning or earthquake
- 2** Storm or flood excluding
  - a) loss or damage caused by frost subsidence ground heave or landslip
  - b) loss or damage attributable solely to change in water table level
  - c) loss or damage to Stock in Trade in any cellar or basement unless placed on racks at least 150mm above floor level
  - d) loss or damage to moveable property in the open

- e) the first €300 of each and every loss as ascertained after the application of any Condition of Average
- 3 Escape of water from any tank apparatus or pipe excluding
  - a) loss or damage to contents of any building which is empty or not in use
  - b) loss or damage to Stock in Trade in any cellar or basement unless placed on racks at least 150mm above floor level
  - c) the first €300 of each and every loss ascertained after the application of any Condition of Average
- 4 Riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons excluding
  - a) loss or damage arising from cessation of work
  - b) as regards loss or damage (other than fire or explosion) directly caused by malicious persons not acting on behalf of or in connection with any political organisation
    - i) loss or damage by theft
    - ii) loss or damage in respect of the contents of any building which is empty or not in use
    - iii) the first €300 of each and every loss as ascertained after the application of any Condition of Average
- 5 Impact with the Shop Office Or Surgery by aircraft or other aerial devices or articles dropped from them or by any vehicle train animal falling branch aerial or mast or satellite dish
- 6 Theft or any attempt thereat (including damage to the Shop Office Or Surgery for which the Insured is responsible) involving entry to or exit from the Shop Office Or Surgery by forcible and violent means excluding
  - a) loss or damage in respect of the contents of any building which is empty or not in use
  - b) the first €300 of each and every loss as ascertained after the application of any Condition of Average
- 7 Theft by violence or threat of violence to the Insured his family or Employees excluding the first €300 of each and every loss as ascertained after the application of any Condition of Average
- 8 Leakage of oil from any fixed heating installation
- 9 Any other accidental loss or damage occurring in the Shop Office Or Surgery excluding
  - a) the first €300 of each and every loss as ascertained after the application of any Condition of Average
  - b) loss or damage caused by or resulting from
    - i) wear tear the action of light or atmosphere moths vermin insects
    - ii) any process of cleaning dyeing restoring adjusting or repairing
    - iii) corrosion dampness dryness wet or dry rot marring scratching bruising deterioration
  - c) damage to any machine or apparatus arising from mechanical electrical or electronic breakdown or derangement or from adjustment maintenance or repair
  - d) loss or damage specifically excluded
    - i) in Insured Perils 1–8
    - ii) in Insured Peril 10 if in force
    - iii) in the General Exceptions

- e) normal maintenance or repair
- f) erasure or distortion of information on computer systems or other records
- g) loss or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking
- h) any disappearance or shortage revealed only at the time of stock taking or the making of an inventory
- i) loss or damage by confiscation or detention by Customs or other officials or authorities
- j) loss or damage following dishonesty or fraudulent action by the Insured's Employees or any person lawfully in the Shop Office or Surgery
- k) any shortage due to error or omission
- l) loss or damage by theft or any attempt thereat
- m) loss or damage by subsidence ground heave or landslip

### **Excluding**

loss destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction or damage to the Property Insured caused by

- a) pollution or contamination which itself results from an Insured Peril

- b) an Insured Peril which itself results from pollution or contamination

### **B Condition of Average**

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(Only applicable where claims not paid under the terms of the Reinstatement Clause)

If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

### **C Inflation Protection Clause**

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The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

### **D Limit of Liability**

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Subject to the provisions of Clause G Automatic Reinstatement of Sum Insured on page 21 the maximum amount payable during any Period of Insurance under any item including any payment made under the Special Clauses is the Sum Insured shown in the Schedule for the Contents Section adjusted in accordance with the Inflation Protection Clause

### **E Extensions of Cover**

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In addition the Insured will be indemnified against

#### **1 Glass Breakage and Damage to Shop Front**

Paying for or making good the breakage or scratching of Glass (as defined below and not otherwise insured) in the Shop Office or Surgery and the Insured's private dwelling portion of the Shop Office or Surgery and in addition the cost of –

- a) temporary boarding-up following breakage
- b) repair of damage to window frames as a result of such breakage or the cost of removal or replacement of fixtures and

fittings in the course of replacement of Glass up to a maximum amount of €750 in any one Period of Insurance

- c) repair of damage to the shop front for which the Insured is responsible (excluding Glass and damage to illuminated signs) caused by accidental external means or malicious act and the cost of damage to Stock and other trade contents (as defined in this Section) caused directly as a result of insured damage to the shop front or breakage of Glass therein up to the Sum Insured
- d) lettering or other ornamental work and alarm foil on Glass up to a maximum amount of €750 for any one loss

Definition of Glass

- i) fixed glass in windows doors and fanlights
- ii) glass showcases shelves tops and mirrors
- iii) sanitary fixtures and fittings

Excluding

- a) the first €250 of each claim
- b) Stock in Trade and goods in trust

## 2 Signs

Accidental loss of or damage to signs (other than neon signs) up to a maximum amount of €750 in any one Period of Insurance

**Accidental loss or damage to Neon signs up to a maximum of €2,500 any one period of insurance**

What is covered:

Damage to neon and illuminated signs and electric light fittings excluding Breakage or Damage (A) consequent upon alterations to the framework or portion of the neon and illuminated sign (B) in respect of neon and illuminated signs and electric light fittings (1)) occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or

attempted theft thereof (2) of bulbs or tubes unless consequent upon Damage to signs or fittings

## 3 Goods in Transit

Loss of or damage to merchandise and goods and tools incidental to the Insured's Business the property of the Insured or held in trust and for which the Insured is responsible while being carried by any vehicle(s) owned hired or leased by the Insured anywhere in the Republic of Ireland or Northern Ireland The cover applies from the time the merchandise and goods are lifted by the Insured's Employees until they are placed in position by them at their destination (excluding their installation) including loading and unloading

Provided that the liability of the Company in respect of any one vehicle trailer or semi-trailer or any one loss or series of losses arising out of one event or in the aggregate shall not exceed €5,000

This Extension does not cover

- a) the deterioration of goods conveyed in frozen chilled or insulated condition due to faulty stowage or incorrect setting or operation of the equipment or variations in temperature unless directly due to fire or accident to the conveying vehicle or to theft or attempted theft
- b) loss or damage due to natural deterioration
- c) any consequential or indirect loss or loss or damage due to delay
- d) loss of or damage to bills of exchange promissory notes Money securities for Money stamps precious stones jewellery bullion or loss or death of or injury to living creatures

Special Conditions which will apply to this Extension

- i) Overnight Garaging  
The Company will not be liable under this Extension for loss by theft if any



vehicle trailer or semi-trailer is left unattended between the hours of 21.00 and 06.00 unless such vehicle trailer or semi-trailer is securely locked at all points of access and is garaged in enclosed premises which are securely locked or have a watchman in constant attendance

ii) Locked Car Clause

This Extension does not cover loss or damage by theft or pilferage or any attempt thereat involving any vehicle trailer or semi-trailer which is left unattended or which is laid up temporarily stored in any garage or similar premises unless such vehicle or trailer or semi-trailer has all points of access securely locked

#### 4 Theft of Keys

In the event of the keys of the Shop Office or Surgery being stolen from the Shop Office or Surgery or from the private residence of any director partner or Employee authorised to hold such keys the Company will pay to the Insured an amount not exceeding €750 in any one Period of Insurance for the replacement of equivalent locks at the Shop Office or Surgery Unless the Insured or an Employee lives on the premises keys to any safe or strongroom must not be left at the Shop Office or Surgery when closed for Business

#### 5 Loss of Money

Loss from any cause of Money held in connection with the Business

- a) while in transit within the Republic of Ireland or Northern Ireland or in a bank safe up to a maximum amount of €10,000 for any one loss
- b) while at the residence of any principal or authorised Employee of the Insured up to a maximum amount of €500 for any one loss
- c) from gaming amusement or vending machines up to a maximum amount of €500 any one event

- d) from the Shop Office or Surgery up to a maximum amount of €10,000 for any one loss

Provided always that when the Shop Office or Surgery is closed to Business

- i) liability for Money not contained in a locked safe is limited to €500
- ii) liability for Money in a locked safe is limited to €7,500
- iii) keys and/or combination codes to safes are not left in the Shop Office or Surgery unless the Shop Office or Surgery is still attended by the Insured or an authorised Employee in which case such keys and/or combination codes shall be deposited in a secure place not in the vicinity of any safe

It is a condition precedent to liability under this Extension that whenever Money in transit exceeds €4,000 at any one time

- a) the Money will be accompanied by not less than two responsible adult persons
- b) not more than €4,000 will be carried by any one person

Notwithstanding the limits referred to above the limit any one loss of crossed cheques crossed postal orders crossed money orders crossed bankers drafts credit company sales vouchers or receipts and VAT purchase receipts shall be €350,000

#### Exclusions

This Extension shall not insure against loss –

- a) arising from fraud or dishonesty of the Insured's Employees unless such loss be discovered within fourteen working days of the occurrence
- b) due to clerical or accounting errors
- c) from unattended motor vehicles
- d) of Money the property of An Post Group

- e) of Money the property of Transfer Companies
- f) of Money while in the care custody or control of a Security Company

## 6 Personal Accident – Assault

If the Insured or any Employee of the Insured within the age limits 16 to 70 years shall suffer bodily injury caused solely or directly as a result of robbery or any attempt thereat in the course of the Business the Company will pay compensation on the basis of the following Table of Compensations

Provided that

Table of Compensations		
1	Death*	€10,000
2	Total Loss or permanent and total loss of use of one or more limbs*	€10,000
3	Total and irrecoverable loss of all sight in one or both eyes*	€10,000
4	For any period up to a maximum of 2 years of total disablement from engaging in usual occupation	€100 per week (payable monthly)
* Occurring within 2 years of sustaining the bodily injury		

- i) compensation will not be payable under more than one of the items in the Table of Compensations for the same injury
- ii) no liability will attach to the Company for bodily injury arising from or influenced by any existing physical defect or infirmity or the medical condition of any person entitled to compensation hereunder or resulting from pregnancy or childbirth
- iii) this Extension shall not apply where the Business includes a sub Post Office

The insurance by this Extension is extended to pay for damage to cash carrying devices or clothing and personal effects belonging to the Insured or any Employee of the Insured up to a limit of €500 in respect of any one person

## 7 Freezer Contents

### Applicable to Shops and Surgeries

Loss or damage to frozen or chilled stock in any freezer cabinet deep freezer cold room cold store or chilled cabinet due to change in temperature resulting from any cause other than loss or damage

- i) following the deliberate act of any public electricity authority in termination disconnection restriction or withholding the supply of electricity

- ii) caused by neglect or misuse

Provided that

- a) the maximum amount payable shall not exceed €3,000 in any one loss
- b) the Insured shall be responsible for 20% of any loss where the frozen food cabinet deep freezer cold room cold store or chilled cabinet is over 10 years old

## 8 Cash Registers and Scales

### Applicable to Shops

Accidental damage – other than mechanical or electrical breakdown or derangement – to Cash Registers and Scales provided that such property has been included in the Sum Insured under Item 1

## 9 Seasonal Increase

### Applicable to Shops

During the months of November and December the first 14 days of January and for 30 days before Easter Day in each Period of Insurance the Sum Insured on Stock in Trade is increased by 30%

### **10 Outside Catering**

#### **Applicable to Shops**

Loss of or damage (caused by any of the Insured Perils 1–9) to Stock in Trade and Trade Contents up to an amount of €3,000 occurring in any building where the Insured is providing outside catering

### **11 Exhibitions**

#### **Applicable to Shops and Offices**

Loss of or damage (caused by any of the Insured Perils 1–9) to Stock in Trade and Trade Contents up to an amount of €3,000 whilst at any exhibition within the Republic of Ireland or Northern Ireland

### **12 Lottery Equipment**

#### **Applicable to Shops**

Loss of or damage to Lottery Equipment for which the Insured is responsible provided such property has been included in the Sum Insured by Item 1

### **13 Loss of Metered Water**

The unit cost of metered water at the current rate per cubic metre consumed as a direct result of loss or damage (caused by any of the Insured Perils 1-9) up to an amount of €3,000 in respect of any one claim

### **14 Landscaped Gardens**

The cost of restoring any damage done to landscaped gardens for which the Insured is responsible by the Emergency Services in attending the Shop as a result of any of the Insured Perils 1–9 up to a maximum of €1,500 in any one Period of Insurance

### **15 Fire Brigade Charges**

The Company will pay the cost of fire brigade attendance fees that may be charged by any local authority attending to a fire that results in a claim under this policy. The maximum amount we will pay under this extension is €10,000. The cover is excluded if Section 1 Buildings is operative.

### **16 Rent**

The Company will indemnify the Insured as tenant in respect of his legal liability to pay rent for the period not exceeding two years during which the Shop Office or Surgery is untenable (as a result of damage or loss caused by any of the Insured Perils (1-9) up to a maximum of 25% of the sum insured by this section

### **17 Temporary Removal of Documents**

#### **Applicable to Offices and Surgeries**

The insurance by items 1b) and 1c) of the Property Insured extends to cover loss or damage (caused by any of the insured perils 1-9) whilst temporarily removed from the Office or Surgery but remaining within the Republic of Ireland or Northern Ireland whilst in transit within such territories up to an amount of €1,000 any one loss

## Clauses Applicable to Sections 1 and 2

The Company shall indemnify the Insured in respect of the undernoted expenses necessarily incurred in reinstating damage to the Property Insured caused by any Insured Peril under Sections 1 and 2

### **A European Community and Public Authorities (Including Undamaged Property)**

Subject to the following Special Conditions the insurance by the Section extends to include such additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with the Stipulations of

- a) European Community Legislation or
- b) Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or Bye-laws or any Public Authority (hereafter referred to as 'the Stipulations') in respect of
  - i) the lost destroyed or damaged Property thereby Insured
  - ii) undamaged portions thereof

Excluding

- a) the cost incurred in complying with the Stipulations:
  - i) in respect of damage occurring prior to the granting of this Clause
  - ii) in respect of damage not insured by the Section
  - iii) under which notice has been served upon the Insured prior to the happening of the damage
  - iv) for which there is an existing requirement which has to be implemented within a given period
  - v) in respect of property entirely undamaged by any Insured Peril
- b) the additional cost that would have been required to make good the

property lost destroyed or damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen

- c) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with the Stipulations

Special Conditions

- 1 The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may allow (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Company under this Clause not being thereby increased
- 2 If the liability of the Company under the Section apart from this Clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under the Section shall be reduced in like proportion
- 3 The total amount recoverable under any item of the Section in respect of this Clause shall not exceed
  - a) in respect of the lost destroyed or damaged property
    - i) 15% of its Sum Insured
    - ii) where the Sum Insured by the item applies to property at more than one premises 15% of the total amount for which the Company would have been liable had the Property Insured at the premises where the damage has occurred been wholly destroyed

- b) in respect of undamaged portions of property (other than foundations) 15% of the total amount for which the Company would have been liable had the Property Insured by the item at the premises where the damage has occurred been wholly destroyed
- 4 The total amount recoverable under any item of the Policy shall not exceed its Sum Insured
- 5 All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

### **B Reinstatement Clause**

---

In the event of the Property Insured under Section 1 (Buildings) and Item 1 of Section 2 (Contents) being destroyed or damaged the basis upon which the amount payable hereunder 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 is not increased may be carried out
  - i) in any manner suitable to the requirements of the Insured
  - 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 condition when new

### **Special Conditions**

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

### **C Architects Surveyors Legal and Consulting Engineers Fees**

Such fees as are necessarily incurred in the reinstatement or repair of the Property Insured consequent upon its destruction or damage but not for preparing any claim it being understood that the amount payable under the item shall not exceed in total its Sum Insured

### **D Removal of Debris**

Costs and expenses necessarily incurred by the Insured with the consent of the Company in –

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

of the portion or portions of the Property Insured as a result of destruction or damage hereby insured against

The Company shall not pay for any costs or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site
- ii) arising from pollution or contamination of property not insured by Sections 1 and 2

The liability of the Company under this Clause and Sections 1 and 2 in respect of any item shall in no case exceed the Sum Insured thereby

### **E Temporary Removal Clause**

- a) The Property Insured (other than Stock in Trade) is covered whilst temporarily removed for cleaning renovation repair or similar purposes elsewhere and in transit thereto and therefrom all in Republic of Ireland and Northern Ireland
- b) The liability of the Company under this Clause in respect of each item of the Section for any destruction or damage occurring elsewhere than at the Shop shall not exceed 10% of the Sum Insured by the item
- c) This Clause does not apply to property insofar as it is otherwise insured nor as regards losses occurring elsewhere than at the Shop from which the property is temporarily removed to motor vehicles and motor chassis licensed for normal road use
- d) All the terms and conditions of the Policy except insofar as they are varied hereby shall apply as if they had been incorporated herein

### **F Capital Additions**

---

The insurance shall subject to the terms and conditions of the Policy extend to cover

- a) any newly acquired and/or newly erected buildings or buildings in course of erection (excluding any property for which a building contractor is responsible) and Trade Contents insofar as the same are not otherwise insured

and

- b) alterations additions and improvements to buildings and Trade Contents but not in respect of any appreciation in value

anywhere in the Republic of Ireland provided that

- i) at any one situation this cover shall not exceed 10% of the Sum Insured or €50,000 whichever is the greater
- ii) the Insured undertakes to give particulars of such extension of cover as soon as practicable and to effect specific insurance thereon retrospective to the date of the commencement of the Company's liability
- iii) the provisions of this Clause shall be fully maintained notwithstanding any specific insurance effected under ii) above

### **G Automatic Reinstatement of Sum Insured**

---

In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

### **H Notice of Unoccupancy**

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The Company must be notified in writing immediately any Shop Office or Surgery becomes unoccupied

### **I Amount Excluded Aggregation Clause**

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Where a claim is to be dealt with under both Sections 1 and 2 and under the terms of the Policy the Insured is responsible for the first €300 of loss or damage under each Section. The Company agrees that the Insured will only be responsible for the first €300 of the claim in aggregate under Sections 1 and 2



## Section 3 - All Risks on Specified Items

### A Indemnity

The Company shall indemnify the Insured against loss of or damage to their property specified in the Schedule by any accident or misfortune occurring anywhere within the Republic of Ireland and Great Britain Northern Ireland the Channel Islands or the Isle of Man and for up to fourteen consecutive days elsewhere in the world

Excluding

- a) the first €300 of each claim
- b) loss or damage by theft or any attempt thereat not involving entry to or exit from the Shop Office or Surgery by forcible and violent means
- c) any property otherwise insured
- d) loss or damage arising from wear and tear or from any process of cleaning dyeing restoring adjusting or repairing
- e) loss or damage arising from or attributable to the action of light or atmosphere moths parasites vermin corrosion dampness marring scratching bruising or deterioration
- f) loss or damage (other than by fire) to any machine or apparatus arising from mechanical or electrical breakdown or derangement or arising from adjustment maintenance or repair
- g) erasure or distortion of information on computer systems or their records
- h) loss or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether the property of the Insured or not where such loss or damage is caused by programming or operator error Virus or Similar Mechanism or Hacking
- i) loss by official confiscation or detention
- j) loss of or damage to Money documents securities motor vehicles caravans boats cycles household goods sports equipment contact or corneal lenses
- k) loss or damage by theft from an unattended motor vehicle unless such motor vehicle has been securely locked at all points of access

### **B Reinstatement**

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Claims will be settled on the basis of the cost of repair or current replacement value without deduction for wear and tear provided that all the necessary repairs or replacements are carried out without delay

### **C Condition of Average**

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If at the time of any loss or damage the value of the Property Insured under any item is greater than its Sum Insured the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly

### **D Inflation Protection Clause**

---

The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

### **E Automatic Reinstatement of Sum Insured**

---

In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for further security of the Property Insured

### **F Limit of Liability**

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Subject to the provisions of E Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance under any item is the Sum Insured shown in the Schedule for the All Risks on Specified Items Section adjusted in accordance with the Inflation Protection Clause

## Section 4(a) - Business Interruption

### A Indemnity

In the event of loss as a result of interruption of or interference with the Business following loss or destruction or damage to the Shop Office or Surgery as a result of

- a) an Insured Peril under Section 2
- b) glass breakage
- c) damage to Shop front

loss destruction or damage so caused being termed Damage for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the Insured in the property at the Shop Office or Surgery against such loss destruction or damage

provided that such Damage would not have been excluded by Section 1 (Buildings) or Section 2 (Contents) of this Policy

the Company shall indemnify the Insured against loss of profit in accordance with the following provisions

- a) By paying for the Indemnity Period an amount representing the difference between the sales less relative purchases during the Indemnity Period as compared to the difference between the sales less relative purchases during the equivalent period immediately before the Damage
- b) By paying any reasonable additional expenses incurred in maintaining sales during the Indemnity Period but not more than the loss avoided under a)

less any amount saved during the Indemnity Period in respect of reduced expenses due to the Damage

In adjusting the amount paid all variations or special circumstances affecting the Business shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if the Damage had not occurred

If the Damage occurs in the first trading year the payment under a) shall be based on the trading figures immediately prior to the loss

The Indemnity provided under this Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued without the consent of the Company

No claim shall be payable under this Section unless the Insured

- i) shall take all action which may be reasonably practicable to minimise or check any interruption of or interference with the Business to avoid or diminish the loss
- ii) not later than 30 days after the expiry of the Indemnity Period (or within such further time as the Company may in writing allow) at his own expense deliver to the Company in writing a statement setting forth particulars of his claim

### Exclusion

This Section does not insure

- a) Damage arising from deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- b) Damage directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

### Definitions

(Note For the purpose of any definition any adjustment implemented in current cost accounting shall be disregarded)

### Indemnity Period

The period beginning with the happening of the Damage and ending not later than the number of months shown in the Schedule during which the results of the Business are affected as a result of the Damage

### **Gross Income**

The money paid or payable to the Insured for treatment and Professional services rendered in the course of the business at the Office or Surgery

### **B Professional Accountants Charges**

---

The Company shall indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 5 and reporting that such particulars or details are in accordance with the Insured's business books or documents

### **C Alternative Trading Clause**

---

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Shop Office or Surgery for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the reduction of sales during the Indemnity Period

### **D Value Added Tax**

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

### **E Automatic Reinstatement of Sum Insured**

---

In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

## **F Extensions of Cover**

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### **1 Murder Suicide or Disease**

The Company shall indemnify the Insured in respect of Damage as defined in this Section resulting from interruption of or interference with the Business during the Indemnity Period following

- a) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them manifested by any person whilst in the Shop Office or Surgery or within a 40 kilometres radius of it
- b) murder or suicide in the Shop Office or Surgery
- c) injury or illness sustained by any person arising from or traceable to foreign or injurious matter in food or drink provided in the Shop Office or Surgery
- d) vermin or pests in the Shop Office or Surgery
- e) the closing of the whole or part of the Shop Office or Surgery by order of a competent public authority consequent upon defect in the drains or other sanitary arrangements at the Shop Office or Surgery

The insurance by this Extension shall only apply for the period beginning with the occurrence of the loss and ending not later than three months thereafter during which the results of the Business shall be affected in consequence of the Damage

### **2 Denial of Access**

This Section extends to include loss resulting from Damage as defined in this Section to property in the vicinity of the Shop Office or Surgery which shall prevent or hinder the use of the Shop

Office or Surgery or access thereto whether the Shop Office or Surgery or property of the Insured therein shall be damaged or not (but excluding loss or destruction of or damage to property of any supply undertaking from which the Insured obtains electricity gas or water or telecommunications services which prevents or hinders the supply of such services)

### **3 Suppliers**

This Section extends to include interruption of or interference with the Business caused by Damage as defined in this Section giving rise to destruction or damage at any premises of any of the Insured's suppliers within the Republic of Ireland or Northern Ireland

Provided that the liability of the Company under this Extension shall not exceed 5% of the Sum Insured by this Section or €25,000 whichever is the greater

### **4 Failure of Public Supply**

This Section extends to include interruption of or interference with the Business caused by Damage as defined in this Section giving rise to destruction or damage to property at any

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

from which the Insured obtains electricity gas water or telecommunications services within the Republic of Ireland or Northern Ireland

### **5. Documents**

#### **Applicable to Offices and Surgeries**

This section extends to include loss resulting from interruption of or interference with the business arising out of Damage as defined in this Section to documents belonging to or held in trust by the Insured whilst temporarily at premises not in occupation of the Insured or whilst in transit by road rail or inland waterway anywhere within the Republic of Ireland or Northern Ireland

### **G Condition of Average**

If the Sum Insured under this Section is less than the difference between sales and purchases in the twelve months (or a proportionately increased multiple thereof when the Indemnity Period exceeds twelve months) before the Damage then the amount payable shall be proportionately reduced

### **H Limit of Liability**

Subject to the provisions of E Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Business Interruption Section plus Professional Accountants Charges

## Section 4(b) - Loss of Accounts Receivable

### A Indemnity

In the event of any of the Insured's books of account or other business books or records at the Shop Office or Surgery or elsewhere within the Republic of Ireland or Northern Ireland being destroyed or damaged by

- a) an Insured Peril under Section 2
- b) glass breakage
- c) damage to Shop front

as to render it impossible for the Insured to obtain from Customers all the sums due to them and outstanding at the date of the destruction or damage

loss destruction or damage so caused being termed Damage for which payment shall have been made or liability admitted by an Insurer under any insurance covering the interest of the Insured in the property at the Shop Office and Surgery against such loss destruction or damage

provided that such Damage would not have been excluded by Section 1 (Buildings) or Section 2 (Contents) of this Policy

the Company shall indemnify the Insured in respect of loss of Accounts Receivable in accordance with the following provisions

- a) By paying the difference solely due to the Damage between the amount of the Accounts Receivable at the date of the Damage and the total amount received in payment of them during the twelve months after the Damage
- b) By paying any reasonable expenditure incurred in avoiding or diminishing the loss or Accounts Receivable but not more than the loss avoided under a)

The Indemnity provided under this Section shall be void if the Business be wound up or carried on by a liquidator or receiver or permanently discontinued without the consent of the Company

No claim shall be payable under this Section unless the Insured shall

- i) take all action which may be reasonably practicable to minimise or check any interruption or interference with the Business or to avoid or diminish the loss
- ii) at his own expense deliver to the Company in writing a statement setting forth particulars of his claim

### Exclusions

This Section does not insure Damage arising from

- a) mislaying or misfiling of records and tapes
- b) the deliberate act of the supply undertaking in restricting or withholding electricity supply
- c) deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software
- d) Damage directly or indirectly caused by or arising from any programming or operator error Virus or Similar Mechanism or Hacking including where this results from the actions of malicious persons other than thieves

### Definitions

(Note For the purpose of these definitions any adjustment implemented in current cost accounting shall be disregarded)

### Accounts Receivable

The total amount of the balances debited to Customers or Patients in the Insured's accounts after equitable allowances have been made for bad debts and for amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the Damage) to Customers' or Patients accounts in the period between the commencement of the Period of Insurance and the date of the Damage

**Customers of the Shop and Office**

All Customers of the Insured who obtain goods from or use the services of the Insured on a credit basis

**Patients of the Surgery**

All customers of the insured who obtain goods from or obtain goods from or use the services of the Insured on a credit basis.

**B Professional Accountants Charges**

---

The Company shall indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 5 and reporting that such particulars or details are in accordance with the Insured's business books or documents

**C Condition of Average**

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If the Sum Insured under this Section at the time of Damage is less than the total amount of the Accounts Receivable the amount payable shall be proportionately reduced

**D Automatic Reinstatement of Sum Insured**

---

In the event of a loss the Sum Insured hereby shall not be reduced by the amount of such loss provided that the Insured shall

- a) pay the appropriate extra premium on the amount of loss from the date thereof to the date of expiry of the Period of Insurance
- b) if the loss results from theft give effect to any additional protective devices which the Company may require for the further security of the Property Insured

**E Limit of Liability**

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Subject to the provisions of D Automatic Reinstatement of Sum Insured the maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Accounts Receivable Section plus Professional Accountants Charges



## Section 5 - Loss of Licence

*(Applicable to Shops Only)*

### **A Indemnity**

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In the event of the licence for the sale of excisable liquors which has been granted in respect of the Shop being forfeited suspended or withdrawn the Company will pay the Insured

- 1 The loss of profit in accordance with the following provisions
  - a) By paying for the Indemnity Period an amount representing the difference between the sales less relative purchases during the Indemnity Period as compared to the difference between sales less relative purchases during the equivalent period immediately before the forfeiture suspension or withdrawal of the licence
  - b) By paying any reasonable additional expenses incurred in maintaining sales during the Indemnity Period but not more than the loss avoided under a)

less any amount saved during the Indemnity Period in respect of reduced expenses due to the event

In adjusting the amount paid all variations or special circumstances affecting the Business shall be taken into account in order that the amount paid shall represent as nearly as practicable the results which would have been expected if forfeiture suspension or withdrawal of the licence had not occurred

If the event occurs in the first trading year the payment under a) shall be based on the trading figures immediately before the forfeiture suspension or withdrawal of the licence

- 2 The reduction in value of the Shop if the Insured is unable to obtain a licence for a period of twelve months from the date of forfeiture suspension or withdrawal of the licence and the Insured sells the Shop
- 3 All costs and expenses incurred by the Insured with the written consent of the Company

### **Exclusions**

No claim shall arise under this Section if –

- a) the Insured is entitled to obtain payment of compensation under any legislation or Bye-law in respect of refusal to renew the licence
- b) alterations to the Shop requiring the consent of the licensing or other authority shall be made without that consent
- c) the Shop is closed for any period not required by law
- d) the Shop is not maintained in a good state of sanitary condition or repair
- e) any direction or requirement of the licensing or other authority is not complied with
- f) the forfeiture or refusal to renew the licence occurs wholly or partly by or through the misconduct procurement connivance neglect or omission of the Insured or by any omission by the Insured to take any step necessary to keep the licence in force
- g) prior or subsequent to the refusal to renew or forfeiture of the licence the Shop is required for any public purpose or if surrender or refusal to renew or forfeiture arises under or results directly or indirectly from any scheme of town or country planning improvement or redevelopment or from any alteration of the law affecting the grant surrender refusal to renew or forfeiture of licences

Exclusions b) to f) inclusive shall not apply where the Insured or any other claimant under this Section proves to the reasonable satisfaction of the Company that the matter was completely beyond their power or control

**Definition****Indemnity Period**

The period beginning with the loss of licence and ending not later than twelve months thereafter during which the results of the Business shall be affected in consequence of the loss of licence provided that if the Shop is disposed of within the twelve months after the loss of licence the Indemnity Period shall terminate either

- i) upon disposal or
  - ii) 12 months from the loss of licence
- whichever is the earlier

**B Professional Accountants Charges**

The Company will indemnify the Insured in respect of reasonable charges payable by the Insured to his professional accountants for producing any particulars or details contained in the Insured's business books or such other proofs information or evidence as the Company may require under the terms of General Condition 5 and reporting that such particulars or details are in accordance with the Insured's business books or documents

**C Alternative Trading Clause**

If during the Indemnity Period goods shall be sold or services rendered elsewhere than at the Shop for the benefit of the Business either by the Insured or by others on his behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the reduction in sales during the Indemnity Period

**D Value Added Tax**

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

**E Special Conditions**

- 1 The Insured shall on becoming aware of any
  - a) complaint against the Shop or its control
  - b) proceedings against or conviction of the licence holder manager tenant or occupier of the Shop for any breach of the licensing law or any other matter whatsoever where the character or reputation of the person concerned is affected or called into question with respect to his honesty moral standing or sobriety
  - c) change in the tenancy or management of the Shop
  - d) transfer or proposed transfer of the licence
  - e) alteration in the purpose for which the Shop is used
  - f) objection to renewal or other circumstances which may endanger the licence or its renewal

immediately give notice in writing to the Company and supply such additional information and give such assistance as the Company may reasonably require

- 2 In the event of the death bankruptcy or incapacity of the Insured or desertion of the Shop or conviction for any offence (where such conviction affects the character or reputation of the convicted person with respect to his honesty moral standing or sobriety) of the tenant manager occupier or licence holder the Insured shall where practicable and at the request of the Company procure a suitable person to replace him and one to whom the justices will transfer the licence or grant the licence by way of renewal

- 3 In the event of the licence being forfeited or refused renewal the Insured shall
- a) give notice in writing to the Company within 48 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal
  - b) give all such assistance as the Company may require for the purpose of an appeal against such forfeiture or refusal to renew and allow the Company and its solicitors full discretion in the conduct of such proceedings
  - c) apply if practicable and if required by the Company for the grant of such new licence for the same or alternative premises as may enable the Insured to continue the Business in a similar or alternative form
  - d) provide a statement of the Insured's loss if any together with such documents statements and accounts as may be reasonably required by the Company to verify the same and also if required by the Company make a statutory declaration as to the truth accuracy and comprehensiveness thereof and give the Company free access to the Shop and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business

### **F Limit of Liability**

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The maximum amount payable during any Period of Insurance is the Sum Insured shown in the Schedule for the Loss of Licence Section plus Professional Accountants Charges

## Section 6 - Business Liability

### Sub Section 1 - Employers Liability Indemnity

We will indemnify You against all sums that You shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee normally resident in the Republic of Ireland arising out of his/her employment by the Insured in the course of the Business

Excluding liability for work away from the Shop other than commercial duties collection or delivery or outside catering unless otherwise agreed by the company

#### Limit of Indemnity

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

Costs and expenses shall be deemed to mean

- 1 costs and expenses of claimants for which the Insured is legally liable
- 2 other costs and expenses incurred with the Company's written consent in respect of any claim which may be the subject of indemnity under this Sub Section
- 3 solicitors fees incurred with the Company's written consent for
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
  - b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death
 which may be the subject of indemnity under this Sub Section
- 4 legal costs and expenses incurred by the Insured and at the request of the

Insured any director or Employee with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland provided that;

- a) the proceedings relate to the health safety or welfare of Employees
- b) the Company will not indemnify the Insured in respect of
  - i) fines or penalties
  - ii) costs and expenses insured by any other Policy

#### Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Sub Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

#### Vehicles

This Sub Section does not provide indemnity in respect of any liability for which compulsory motor insurance or security is required under Road Traffic Act legislation

#### Health and Risk Assessment

We shall not be liable for any claim in respect of Injury to any employed person under this section unless a written Safety Statement (incorporating Risk Assessment)

is in place based on the identification of hazards and assessment of risks in the workplace.

### **Sub Section 2 - Public Liability Indemnity**

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The Company shall indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages and costs and expenses of claimants in respect of accidental

- a) Injury to any person
- b) loss of or damage to material property
- c) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy for Offices and Surgeries occurring within the Territorial Limits during the Period of Insurance
  - i) happening in the course of the Business or
  - ii) caused by the nature or condition of anything sold or supplied by the Insured (or its container) in the course of the Business of the Shop
  - (iii) caused by the products of the Office and Surgery

#### **Limit of Indemnity**

The liability of the Company for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule but the Limit of Indemnity shall be the maximum amount payable in any one Period of Insurance in respect of liability arising from anything sold or supplied by the Insured

#### **Costs**

The Company will in addition

- 1 pay all other costs and expenses incurred with its written consent in respect of any claim which may be the subject of indemnity under this Sub Section
- 2 pay solicitors fees incurred with its written consent for
  - a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
  - b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death

which may be the subject of indemnity under this Sub Section

- 3 indemnify the Insured and at the request of the Insured any director or Employee in respect of legal costs and expenses incurred with the Company's written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Safety Health and Welfare at Work Act 2005 or similar safety legislation of the Republic of Ireland provided that
  - a) the proceedings relate to the health safety or welfare of persons other than Employees
  - b) the Company will not indemnify the Insured in respect of
    - i) fines or penalties
    - ii) costs and expenses insured by any other Policy
- 4 indemnify the Insured in respect of legal costs and expenses incurred with the Company's written consent in the defence

of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Consumer information Act 1978 provided that

- a) the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance
- b) the Company will not indemnify the Insured in respect of
  - i) fines or penalties
  - ii) costs and expenses insured by any other Policy

**Exclusion and Limitation Clause –  
Pollution or Contamination – applicable to  
Sub Section 2**

- a) This Sub Section excludes all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

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

- b) The liability of the Company for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule
- c) For the purpose of this Clause 'Pollution or Contamination' shall be deemed to mean
  - i) all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere
 and

- ii) all loss or damage or injury directly or indirectly caused by such Pollution or Contamination

**Exclusions to Sub Section 2**

The Company shall not be liable for any claim in respect of

- a) Injury to any Employee
- b) loss of or damage to
  - i) property belonging to the Insured
  - ii) property which is leased let rented hired or lent to or which is the subject of a bailment to the Insured
- c) any costs incurred in recalling or modifying any product supplied by the Shop or Surgery
- d) the costs of remedying any defect or alleged defect in land or premises sold or disposed of by the Insured or for any reduction in value thereof
- e) the cost or value of any products supplied or replacement repair removal rectification or reinstatement thereof where legal liability arises from a defect in or the unsuitability of such products supplied by the Shop or Surgery
- f) the ownership possession or use by or on behalf of the Insured of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the Shop Office or Surgery
- g) lack of care or skill in the giving of professional or other advice or treatment in connection with the Business (other than first aid treatment)



- h) work away from the Shop Office or Surgery other than commercial duties collection delivery work or outside catering unless otherwise stated in your schedule of insurance
- i) any action for damages brought in a Court of Law of any territory outside the Republic of Ireland in which the Insured has a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding the Insured's Power of Attorney
- j) liability assumed by the Insured under agreement unless the conduct and control of claims is vested in the Company but indemnity shall not in any event apply to
  - a) liquidated damages fines or penalties
  - b) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by the Insured in connection with any Products Supplied and which would not have attached in the absence of such warranty or guarantee
- k) Injury or loss or damage to property caused by or in connection with anything sold or supplied by the Insured which to the knowledge of the Insured are directly or indirectly exported to the United States of America or Canada
- l) Work on offshore installations for Surgeries
- m) anything (other than the Products) that the insured has sold or supplied within the Office or Surgery

### **Cross Liabilities**

If more than one Insured is referred to in the Policy Schedule this Sub Section shall apply to each one as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in

respect of damages shall not exceed the Limit of Indemnity

### **Contingent Motor Liability**

Notwithstanding Exclusion f) of this Sub Section the Company shall indemnify the Insured against legal liability in respect of Injury loss or damage arising out of the use in connection with the Business of any motor vehicle not owned or provided by the Insured The indemnity will not apply to legal liability

- a) in respect of loss or damage to such vehicle or to goods conveyed therein or thereon
- b) in respect of Injury loss or damage arising while such vehicle is being
  - i) driven by the Insured
  - ii) driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence
  - iii) used elsewhere than in the Republic of Ireland
- c) in respect of which the Insured is entitled to indemnity under any other insurance

### **Tenants Liability**

If the Shop Office or Surgery is leased let rented hired or lent to the Insured Exclusion b) ii) of this Sub Section shall not apply provided that the indemnity will not apply to legal liability in respect of

- a) loss or damage arising under agreement unless liability would have attached to the Insured in the absence of such agreement
- b) the first €300 of any claim caused otherwise than by fire or explosion
- c) loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on behalf of the Insured



In addition the Company will indemnify the Insured for legal liability in respect of all sums which the Insured may be legally liable to pay as tenant for the cost of repairing accidental damage to cables and underground pipes and drains (and their inspection covers) on the premises of the Shop Office or Surgeries or connecting them to the public mains

#### **Wrongful Arrest**

(Applicable to Shops)

The company will indemnify the Insured where legally liable following defamation resulting from wrongful accusation of shoplifting up to €20,000 any one incident and up to €40,000 in any one period of insurance occurring within the Territorial Limits during the Period of Insurance.

#### **USA and Canada**

Insofar as this Section applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world

- a) the liability of the Company in respect of all damages payable together with the costs and expenses of claimants and any other costs and expenses incurred with the Company's written consent shall not exceed the Limit of Indemnity
- b) the indemnity will not apply in respect of punitive damages and/or exemplary damages and/or aggravated damages and/or any additional damages resulting from the multiplication of compensatory damages or by way of fines or penalties

#### **Discharge of Liability**

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

#### **Liability arising outside the territorial limits**

legal liability arising outside the territorial limits except in respect of temporary visits

- a) to other member countries of the European Union
- b) elsewhere in the world where no manual work is involved undertaken by You or any person normally resident within the Republic of Ireland on Your behalf.

#### **Property Used Elsewhere**

- a) We shall not be liable for Injury loss or damage arising from the use of land or buildings owned or rented by You and not forming part of the Premises as described in the Schedule.
- b) We shall not be liable for Injury loss or damage arising from any premises owned or business conducted from outside the Republic of Ireland.

#### **Use of CCTV**

In the event of any claim being made under this section where CCTV is in use on the premises the following conditions apply:

- Data to be retained for at least 1 month
- In the case of a potential claim incident or notified claim incident this data should be retained for 6 months
- CCTV System must be fully operational at all times

### **Extensions to Sub Sections 1 and 2**

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#### **1 Additional Persons Insured**

- 1) In the event of the death of any person entitled to indemnity under this Section the Company will indemnify in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- 2) At the request of the Insured the Company will indemnify in the terms of this Section
  - a) i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement
  - ii) any director of the Insured or Employee in respect of liability arising in connection with the Business

provided that the Insured would have been entitled to indemnity under the Section if the claim had been made against the Insured

- b) i) any officer committee or member of the Insured's canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- ii) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

provided that

- i) each person shall as though they were the Insured observe fulfil and be subject to the terms of this Policy insofar as they can apply
- ii) the Company shall retain the sole conduct and control of all claims

- iii) where the Company is required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not under Sub Section 2 exceed the Limit of Indemnity

#### **2 Compensation for Court Attendance**

In the event of any of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company shall provide compensation to the Insured at the following rates per day for each day on which attendance is required

- a) any director or partner of the Insured €100
- b) any Employee €50

## Section 7 - Computer Breakdown

### Property Insured

#### Item 1 Computer Equipment

Computer and auxiliary equipment used for electronic processing communication and storage of data including

- a) fixed disks interconnecting wiring and telecommunications systems
- b) temperature and environmental control equipment power supply voltage regulating and other protective equipment used exclusively in connection with the Computer Equipment

#### Item 2 Computer Records

All current and back up computer records (excluding fixed disks and paper records of any description) incorporating stored programs and/or information stored thereon the property of the Insured or leased hired or rented to the Insured on the premises or anywhere within the Republic of Ireland or Northern Ireland

### A Insured Perils

The Company shall indemnify the Insured against loss or damage to Property Insured caused by the undernoted perils

- 1 breakdown or failure of any part of the Computer Equipment or Computer Records whilst in ordinary use arising from either mechanical or electrical defect causing a stoppage of normal functions
- 2 failure or fluctuation of the supply of electricity to the Computer Equipment
- 3 erasure destruction corruption or distortion of software contained or data stored on fixed disks or Computer Records

### Excluding

- 1 loss destruction or damage to the Property Insured

- a) occasioned by its own breakdown unless there is in force an Approved Maintenance Agreement providing a minimum service of on call remedial and/or corrective maintenance at inclusive costs
- b) for which any manufacturer supplier agent or maintenance undertaking is responsible under the terms of a guarantee or maintenance agreement
- c) for which the Insured is relieved of responsibility under any rental hire or lease agreement
- d) caused by any of the Insured Perils stated in Section 2 Contents of the Shop whether insured or not
- e) caused by or consisting of wear and tear deterioration due to atmospheric or climatic conditions but this Exclusion shall not apply to subsequent loss destruction or damage which itself results from a cause not otherwise excluded
- f) caused by a deliberate act of a supply undertaking in withholding the supply of electricity or telecommunications services unless for the sole purpose of safeguarding life
- g) caused by the inability of the supply undertaking to maintain the supply system due to industrial action by its employees
- h) caused by the use of telecommunications equipment which is not approved by the telecommunications authority
- i) caused by it undergoing any process of production packaging treatment testing commissioning servicing or repair

- j) caused by the use of unproven software which has not been finalised or which has not passed all the testing procedures or which has not been successfully proven
  - k) caused by programming errors or design defects in software
- 2 The first €300 of each and every loss
- 3 a) in respect of Property Insured loss or damage to Computer Equipment or other equipment or component system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including without limitation Computer Records any information or programs or software) directly or indirectly caused by occasioned by or arising from programming or operator error Virus or Similar Mechanism or Hacking
- b) in respect of paragraph F Extensions of Cover any loss cost or expense incurred in consequence directly or indirectly of programming or operator error Virus or Similar Mechanism or Hacking

### **B Inflation Protection Clause**

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The Company will adjust the Sum Insured in line with suitable indices of costs and the renewal premium for this Section will be based on the adjusted Sum Insured

### **C Limit of Liability**

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The maximum amount payable during any Period of Insurance including any payment made under the Special Conditions is

#### **Item 1 Computer Equipment**

€10,000

#### **Item 2 Computer Records**

€5,000

### **D Reinstatement Clause**

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In the event of loss damage or destruction to Item 1 the basis upon which the amount payable hereunder is to be calculated shall be the reinstatement value 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 is not increased may be carried out
  - i) in any manner suitable to the requirements of the Insured
  - 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 condition when new

### **Special Conditions**

- 1 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
- 2 If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the property covered by any item subject to this Clause exceeds its Sum Insured at the commencement of any destruction or damage the liability of the Company shall not exceed that proportion of the amount of the destruction or damage which the said Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such property at that time

- 3 No payment beyond the amount which would have been payable in the absence of this Clause shall be made
- a) unless reinstatement commences and proceeds without unreasonable delay
  - b) until the cost of reinstatement shall have been actually incurred
  - c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement
- 4 All the terms and conditions of the Policy shall apply
- a) in respect of any claim payable under the provision of this Clause except insofar as they are varied hereby
  - b) where claims are payable as if this Clause had not been incorporated

### **E Subrogation Waiver**

The Company agrees to waive any rights of subrogation against any user of the Computer Equipment provided that

- a) such user has the authority of the Insured to use the Computer Equipment
- and
- b) such user shall as if they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Section

### **F Extensions of Cover**

In addition the Insured will be indemnified against

#### **1 Additional Expenditure**

The additional expenditure necessarily and reasonably incurred by the Insured to

- a) prevent or minimise the interruption of or interference with the work normally carried out by or on the Computer Equipment
- b) recompile or restore data or software or replace third party proprietary software in direct consequence of loss or damage to Property Insured caused by Insured Peril 1 (exclusion f shall not apply)

Provided that the liability of the Company does not exceed €2,500 in any one Period of Insurance

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

The costs of

- a) modification of the Computer equipment
- or
- b) replacement of Computer Records together with reinstatement of programs and/or information thereon

whichever is the lesser amount to achieve compatibility in the event that the loss of Computer Equipment has resulted in undamaged Computer Records being incompatible with the replacement Computer Equipment

Provided that the liability of the Company does not exceed €2,500 in any one Period of Insurance

#### **3 Additional Rental**

The additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for a similar property consequent upon loss or damage insured by this Section

Provided that the liability of the Company shall not exceed €2,500 in any one Period of Insurance

## Section 8 – Legal Expenses

### The Cover

The Company agrees to indemnify the Insured against Legal and Professional Expenses and Awards of Compensation as specified in this Section and the Schedule

The Company will only indemnify the Insured against claims made brought or commenced within the Territorial Limits in respect of activities within the scope and extent of the Business of the Insured The Company will not be liable to indemnify the Insured in respect of claims made in respect of or relating to or arising out of the Exclusions specified in this Policy

This is a 'claims made' Section of the Policy It only covers claims notified to the Company during the Period of Insurance

### Limits of Liability

The maximum liability of the Company under this Section is limited to

- 1 €150,000 Any One Claim
- 2 €1,500,000 All claims or legal proceedings made and or notified during the Period of Insurance

### Covers Applicable to this Section

#### 1 Contract Disputes

Legal Expenses incurred by reason of the defence or pursuit of legal proceedings in a contractual dispute with a Contracting Party where the contract is for the sale or hire of goods or the supply of a service within the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980

- a) Legal Expenses incurred in the pursuit of a dispute shall be limited to 75% of the amount in dispute
- b) the amount in dispute exceeds €375 and is less than the upper limit of the district court
- c) where the dispute relates to monies owed to the Insured and liability for

the debt is not contested the Insured refers the debt to the Debt Collection Service within thirty days of the Due Date and agrees use of the service shall be paid for by the Insured If the Debt Collection Service exhausts its normal recovery procedure and recommends to the Company legal proceedings are necessary the Insured shall immediately submit a claim under this Section

#### Exclusions applicable to

##### 1 Contract Disputes

- a) the first €375 of Legal Expenses incurred in Any One Claim
- b) breach or alleged breach of the duty of a professional
- c) bills of exchange credit and securities or guarantee or contracts governed by or disputes relating to the Consumer Credit Act 1995
- d) assignment agency franchise or bailment other than hire
- e) employment disputes or any dispute in respect of a contract of service
- f) landlord and tenant disputes
- g) any dispute to be determined at Arbitration
- h) construction contracts
- i) insurance contracts
- j) disputes arising out of motor vehicles

##### 2 Employment Disputes

- a) Legal Expenses incurred by the Insured in defending legal proceedings following a dispute with an Employee ex Employee or prospective Employee concerning their contract of employment with the Insured or a breach of employment related legislation and
- b) Awards of Compensation in respect of such legal proceedings

*provided in respect of a) – g) below the Insured has sought and followed with due diligence the advice of the Legal Advice Line as to the procedure to be adopted and has received specific authorisation from the Legal Advice Line*

- a) prior to carrying out any disciplinary procedure or action
- b) prior to the dismissal of an Employee
- c) prior to implementing a redundancy programme and prior to making an Employee redundant
- d) upon notification formally or informally of a grievance from an Employee
- e) upon notification formally or informally of a complaint of sexual racial or religious discrimination or discrimination relating to disability or sexual orientation
- f) prior to any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)
- g) on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

**Exclusion applicable to  
2 Employment Disputes**

- a) Legal Expenses and Awards of Compensation under any contractual or legislative provision insofar as any claim arises from or is connected with any business transfer falling within the scope of the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 or the Acquired Rights Directive

**3 Criminal Prosecution Defence**

Legal Expenses incurred in defending a prosecution in a court of criminal jurisdiction including an appeal by the Insured against the service of an Improvement or Prohibition Notice under Section 67 of the Safety Health and Welfare at Work Act 2005 or the Food Safety Authority of Ireland Act 1998

**Exclusions applicable to 3 Criminal Prosecution Defence**

- a) the ownership possession hire or use of a motor vehicle
- b) any prosecution relating to or arising from investigations by the Revenue Commissioners or the Department of Social and Family Affairs
- c) any prosecution alleging violence or dishonesty

**4 Property Disputes**

Legal Expenses incurred in the pursuit or defence of legal proceedings in respect of

- a) a dispute over the possession of freehold or leasehold Property
- b) a dispute in respect of actual or alleged negligence nuisance or damage to Property including fixtures and fittings

provided the Insured will suffer financial loss if the Insured fails to pursue or defend the claim or legal proceedings

**Exclusions applicable to  
4 Property Disputes**

- a) mining or other subsidence or heave however caused
- b) a contract other than agreement for use
- c) any dispute relating to rent or service charges tax planning or building regulations/decisions compulsory purchase orders or renewal of a contract for use



## 5 Data Protection

Legal Expenses incurred in defending legal proceedings arising out of the Data Protection Act 1988 and Data Protection (Amendment Act) 2003 The Company further agrees to indemnify the Insured against compensation awards which the Insured is ordered to pay consequent upon the holding loss or unauthorised disclosure of data due to an action arising out of Section 7 of the Data Protection Act 1988 Provided that any compensation award follows the unsuccessful defence of an action arising out of the Data Protection Acts 1988 and 2003 to which the Company has consented

## 6 Tax Protection

Professional expenses incurred by the insured in any Revenue Commissioners ("Revenue") investigation or VAT dispute against the insured in respect of:

### Sub-Section 6A Revenue Investigations

- a) Representation of the insured in a Revenue detailed investigation (comprehensive audit) into an insured's Self Assessment Return only insofar as the audit relates to the insured's business affairs
- b) Representation of the insured at Revenue Employer Compliance dispute into the business's PAYE/PRSI returns
- c) Appeals by the Insured at an Appeal Commissioners Hearing ("Hearing") following a claim in respect of a) and b) above and at the appeal against a decision following such Hearing

Provided that

- i) in the case of a full audit the Revenue have issued a Notice under Part 38 Chapter 4 Taxes Consolidation Act 1997 (as amended by subsequent Finance Acts and Statutory Instruments)
- ii) in the case of an Employer Compliance dispute there is a reasonable prospect

of reducing the liabilities alleged by the Revenue and the dispute follows an audit visit by the Revenue

- iii) the company has consented to representation at a Hearing and any subsequent appeal

### Subsection 6B – VAT Disputes

- a) representation of the Insured in respect of the local review procedure in order to reach agreement with Revenue
- b) representation of the Insured at an Appeal Commissioners hearing
- c) representation of the Insured at an appeal against an Appeal Commissioners decision

Provided that

- i) a written decision assessment or statement of alleged arrears has been made by Revenue into Value Added Tax and/or Value Added Tax default surcharges and misdeclaration penalties
- ii) the dispute follows a control visit by Revenue and there is a reasonable prospect of reducing the liabilities alleged by Revenue
- iii) the company has consented to the representation at a VAT Appeal Commissioners appeal and any subsequent appeal

### Exclusions applicable to 6 Tax Protection

- a) technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the insured's affair
- b) the defence of a criminal prosecution
- c) Taxation proceedings which arise out of negligent misstatements or omissions made by or on behalf of the Insured in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records

- d) any claim or proceedings which result solely from investigation of earlier accounts or records
- e) any claim made where Corporation Tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position and/or a restricted loss relief under Part 47 Chapter 6 TCA 1997 as amended
- f) Any claim made where the income tax Self Assessment Return is submitted outside the statutory time limits and/or in a penalty position under Part 47 Chapter 6 TCA 1997 as amended
- g) The preparation and/or correction of Self Assessment Returns accounts income tax returns P11Ds P35s VAT returns or any other statutory returns
- h) Any investigation undertaken by any of the Investigations and Prosecutions Divisions of the Revenue or any enquiry under Sections 27 to 31 of the VAT Act 1972 (as amended)
- i) An enquiry into the validity of a claim for a spouses increase in the standard rate tax band
- j) Any dispute in connection with the payment of the National Minimum wage
- k) A dispute or enquiry in respect of the non operation of PAYE/PRSI where the Revenue take the view that the person engaged is an employee and not a self employed person

## 7 Statutory Licence

Legal Expenses incurred in the defence of the suspension revocation imposed alteration of or refusal to renew a licence or certificate of registration issued under statute or statutory instrument or by government or local authority to the Insured

provided that

- a) such licence or certificate of registration is necessary to engage in the Business activity of the Insured and has been declared to the Company in the Proposal or Renewal Declaration
- b) the Insured has sought the advice of the Legal Advice Line as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the Insured's licence or certificate of registration and has acted on all such advice with due diligence

### Exclusions applicable to

#### 7 Statutory Licence

- a) the first €375 of Legal Expenses incurred in Any One Claim
- b) disciplinary or internal hearings conducted by authorities charged with the regulation of the Insured in the performance of Professional Duty nor for any appeal
- c) any claim or legal proceedings arising out of an alteration or refusal to renew a licence or certificate of registration which is imposed by Act of the Oireachtas
- d) any costs incurred in complying with a notice or order whether incidental or not
- e) any claim or legal proceedings arising out of the use or ownership of a motor vehicle

### **General Exclusions Applicable to Section 8**

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- 1** The defence of the Insured in civil legal proceedings arising from
  - a) injury or disease
  - b) loss destruction or damage of or to property
  - c) alleged breach of any Professional Duty
  - d) any tortious liability (other than as specified in Cover 4 Property Disputes)
- 2** Any claim or legal proceedings made brought or commenced outside the Territorial Limits
- 3** Legal Expenses or Professional Expenses incurred without the Company's prior written consent
- 4** Fines or other penalties imposed by a court or tribunal
- 5** Any dispute with Government or Local Authority departments concerning the imposition of statutory charges
- 6** Disputes between Insureds as specified in the Schedule or any endorsement thereto or with any parent or subsidiary company or partner
- 7** Any claim arising out of the deliberate conscious intentional or negligent disregard by the Insured of the need to take all reasonable steps to avoid and prevent claims or legal proceedings
- 8** Any claim arising out of intellectual property or breach of confidentiality or passing off actions whether related to intellectual property or not
- 9** Any Legal Expenses incurred in connection with a judicial review
- 10** Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which the Insured knew or ought reasonably to have known may give rise to a claim dispute or legal proceeding by or against the Insured
- 11** Legal Expenses or Professional Expenses incurred by the Appointed Representative for the routine presentation of the Insured's affairs or for matters which go beyond the immediate scope of the claim or legal proceedings
- 12** Appeals arising out of legal proceedings to which the Company has not granted consent
- 13** Any claim or legal proceedings in respect of which the Insured is or but for the existence of this Certificate would be entitled to indemnity under any other insurance policy or legal aid certificate or representation order
- 14** Any claim consequential loss legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage pollution or contamination of any kind
- 15** Any dispute between the Insured the Company or the Appointed Representative

## **Special Conditions for Claims Settlement Applicable to Section 8**

### **1 Claims Procedure**

The Company is to be notified in writing immediately the Insured becomes aware of any cause event circumstance dispute or investigation which has given rise or may give rise to a claim or legal proceedings involving the Insured

For queries in this regard please contact (01) 8658807

### **2 The Company's Consent**

It is a condition precedent to the Company's liability for Legal Expenses Professional Expenses or Awards of Compensation that the Company's consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing The Company will grant consent if the Insured can satisfy the Company

- a) it is reasonable to incur Legal Expenses or Professional Expenses and
- b) i) the Insured has reasonable prospects of recovery of damages or other remedy  
or  
ii) the Insured has reasonable prospects of a successful defence  
or  
iii) where the Insured enters a guilty plea in respect of a criminal prosecution (Part 3) there are reasonable prospects of significant mitigation of the Insured's fines or penalties

If during the course of the claim the Insured ceases to satisfy the Company in respect of a) and b) above indemnity will be withdrawn in respect of Legal Expenses and Awards of Compensation and Professional Expenses

The Company at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of a claim or legal proceedings

If the Insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Company's consent has been refused through lack of reasonable prospects and if the Insured is successful in such pursuit or defence the Company will indemnify Legal Expenses or Professional Expenses incurred after the Company has refused consent as if consent had been granted

### **3 Conduct of Claim**

#### **a) Choice of Appointed Representative**

Where recourse is necessary to a lawyer and proceedings are issued the Insured is free to choose an Appointed Representative with the Insured paying the first €1,500 of Legal Expenses incurred in respect of Any One Claim

In all other cases the Company will choose an Appointed Representative to act on behalf of the Insured in any claim

The name and address of the Appointed Representative the Insured proposes to instruct must be notified in writing to the Company The Company may accept such nomination provided the Company is satisfied the nominated Appointed Representative will co-operate and enable the Insured to comply with the terms of this Policy and provided the Company and the nominated Appointed Representative reach agreement as to the Appointed Representative's fees

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured

**b) Disclosure to the**

**Appointed Representative**

The Insured must give to the Appointed Representative all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession. The Insured must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested. Cover may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Appointed Representative's requests.

**c) The Company's Access to Information**

The Company is entitled to receive from the Appointed Representative any information, document or advice in connection with any claim or legal proceedings even if privileged. On request, the Insured will give to the Appointed Representative any instructions necessary to secure the required access.

**d) Recovery of Costs and Payment of Legal Expenses and Professional Expenses**

All bills the Insured receives from the Appointed Representative must be forwarded to the Company without delay. If the Company so requires, the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society or court.

The Insured is responsible for payment of all Legal Expenses, Professional Expenses or Awards of Compensation. The Company will reimburse the Insured or may settle these directly if requested by the Insured to do so.

The Insured must not enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses without the Company's written consent.

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Company whether actually recovered or not.

The Insured and their Appointed Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement, the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Company.

**e) Value Added Tax**

If the Insured is registered for VAT, the Company will not pay the VAT element of any Legal Expenses or Professional Expenses bills.

**f) Instruction of Counsel and Experts**

If in the course of any claim or legal proceedings the Appointed Representative wishes to instruct Counsel or an expert, their name and an explanation of the necessity for such instruction must be submitted to the Company for consent to the proposed instruction, which will not be unreasonably withheld.

**g) Offer of Settlement**

It is a condition precedent to the Company's liability hereunder that the Insured must inform the Company in writing as soon as an offer to settle a claim or legal proceedings is received and before the Insured proposes to make an offer. In any settlement, the Insured must have regard to Legal Expenses or Professional Expenses incurred or likely to be incurred and the recovery thereof. Under no circumstances must the Insured enter into any agreement to settle without the Company's prior written consent, which will not be unreasonably withheld. If the Insured unreasonably rejects an offer of settlement that the Company recommends acceptance of, no further indemnity shall be provided by the Company.

**4 Appeal Procedure**

If following legal proceedings to which the Company has consented the Insured wishes to appeal against the judgement or decision of a court or tribunal the grounds for such appeal must be submitted to the Company through the Appointed Representative immediately or as soon as practicable so the Company may consider whether to consent to such further action. If an appeal is lodged against a judgement or decision of a court or tribunal made in favour of the Insured following legal proceedings to which the Company has consented the Insured must notify the Company immediately in order that cover shall continue. The Company will inform the Appointed Representative of its decision. If the Company so requires it the Insured must co-operate in an appeal against the judgement or decision of a court or tribunal.

**5 Insolvency or Liquidation of the Insured**

If the Insured becomes insolvent or is placed in liquidation during the course of any claim or legal proceedings to which the Company has consented the Company shall reserve the right to withdraw that consent. The Insured shall be deemed insolvent or in liquidation upon the appointment of a liquidator or a receiver within the meaning laid down in the Companies Acts 1963 to 2006.

## Special Clauses

*(Clauses 1 2 3 4 and 6 applicable only if the Clause numbers are entered in the Schedule Clause 5 applicable only if referred to in the Schedule)*

### **1 Building Sum Insured Protection – Day One Average**

**A** Subject to the following Special Conditions the basis upon which the amount payable in respect of the Property Insured by Section 1 (Buildings) 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 is not increased may be carried out
  - i) in any manner suitable to the requirements of the Insured
  - 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 condition when new

**B** The Insured having stated in writing the Declared Value (shown as the Declaration Value in the Schedule) of the Property Insured the premium has been calculated accordingly

'Declared Value' means the Insured's assessment of the cost of reinstatement of the Property Insured arrived at in accordance with paragraph A a) at the level of costs applying at the inception of the Period of Insurance (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- a) the additional cost of reinstatement to comply with Public Authority requirements
- b) professional fees
- c) debris removal costs

### **Special Conditions**

**1** At the inception of each Period of Insurance the Insured shall notify the Company of the Declared Value of the Property Insured In the absence of such declaration the last amount declared by the Insured shall be taken as the Declared Value for the ensuing Period of Insurance

**2** If at the time of loss or damage the Declared Value of the Property Insured be less than the cost of reinstatement (as defined in paragraph B) at the inception of the Period of Insurance then the Company's liability for any loss or damage shall not exceed that proportion thereof which the Declared Value bears to such cost of reinstatement

**3** 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

**4** No payment beyond the amount which would have been payable in the absence of this Special Clause shall be made

- a) unless reinstatement commences and proceeds without unreasonable delay
- b) until the cost of reinstatement shall have been actually incurred



- c) if the Property Insured at the time of its loss destruction or damage shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of reinstatement

**5** All the terms and conditions of the Policy shall apply

- a) in respect of any claim payable under the provisions of this Special Clause except insofar as they are varied hereby
- b) where claims are payable as if this Special Clause had not been incorporated except that the Sum(s) Insured shall be limited to 115% of the Declared Value(s)

## **2 Subsidence Extension**

The following Insured Peril (9 in respect of Section 1 and 10 in respect of Section 2) is added to Paragraph A of Sections 1 and 2

Subsidence or Ground Heave of any part of the site on which the Shop stands or Landslip excluding

- a) the first €1,500 of each and every loss as ascertained after the application of any Condition of Average
- b) destruction or damage to yards car parks roads pavements walls gates and fences unless also affecting a building insured hereby
- c) destruction or damage caused by or consisting of
  - i) the normal settlement or bedding down of new structures
  - ii) the settlement or movement of made-up ground
  - iii) coastal or river erosion
  - iv) defective design or workmanship or the use of defective materials
  - v) fire subterranean fire explosion earthquake or the escape of water from any tank apparatus or pipe

- d) destruction or damage which originated prior to the inception of this cover
- e) destruction or damage resulting from
  - i) demolition construction structural alteration or repair of any property or
  - ii) groundworks or excavation at the Shop

### **Special Condition**

Insofar as this insurance relates to destruction or damage caused by Subsidence Ground Heave or Landslip

- a) the Insured shall notify the Company immediately they become aware of any demolition groundworks excavation or construction being carried out on any adjoining site
- b) the Company shall then have the right to vary the terms or cancel the cover

## **3 Alarm Clause**

It is a condition precedent to liability for loss destruction or damage following entry or attempted entry to or exit from the Premises by forcible and violent means that

- a) the Premises are protected by an Intruder Alarm System designed installed and maintained to Standard EN50131
- b) the intruder alarm installation and maintenance company must be both:
  - i) a member of a registered private security authority (PSA)
  - and
  - ii) accredited and operate a Quality Management System in accordance with EN ISO 9000

- c) The Intruder Alarm System shall be maintained in full and efficient working order under a contract to provide both corrective and preventative maintenance as per the requirements of EN 50131 with the installing company or such other company as agreed with the Company

Where remote alarm signalling is required the signal transmission must be transmitted to an Alarm Receiving Centre fully compliant with IS 228 and operated by a company accredited and operating to a Quality Management System in accordance with EN ISO 9000

- d) No alteration to or substitution of
- i) any part of the Intruder Alarm System
  - ii) the maintenance contract
  - iii) the structure of the Premises or changes to the layout of the Premises which would affect the effectiveness of the Intruder Alarm System
  - iv) the procedures agreed with the Company for An Garda Siochana or any other response to any activation of the Intruder Alarm System

be made without the written agreement of the Company

- e) The Alarmed Premises shall not be left unattended without the agreement of the Company
- i) unless the Intruder Alarm System is set in its entirety with the means of communication used to transmit signals ( including both alarm transmission systems for dual signalling systems ) in full operation
  - ii) if An Garda Siochana have withdrawn their response to alarm activations
- f) The Insured shall maintain secrecy of codes for the operation of the Intruder Alarm System and detail of such codes and all keys to the Intruder Alarm System shall be removed from the Premises when the Premises are left unattended

- g) The Insured shall appoint at least two Key Holders and lodge written details (which must be kept up to date) with the alarm company and either An Garda Siochana or the Alarm Receiving Centre

- h) In the event of notification of any activation of the Intruder Alarm System or interruption of means of communication including one or both alarm transmission systems in respect of dual signalling systems during any period the Intruder Alarm System is set a Key Holder shall attend the Premises as soon as reasonably possible

- i) In the event of the Insured receiving any notification

- i) An Garda Siochana attendance in response to alarm signals/calls from the Intruder Alarm System may be withdrawn or the level of response reduced or delayed
- ii) from a Local Authority imposing any requirement for abatement of nuisance
- iii) that the Intruder Alarm System cannot be returned to or maintained in full working order

the Insured shall advise the Company as soon as possible and comply with any subsequent requirements stipulated by the Company

## DEFINITIONS

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### **Intruder Alarm System**

The component parts including the means of communication used to transmit signals to the alarm-receiving centre

### **Alarmed Premises**

The Premises or those portions of the Premises protected by the Intruder Alarm System

**Key Holder**

The Insured or any person or key holding company authorised by the Insured who is available at all times to accept notification of faults or alarm signals to the Intruder Alarm System attend and allow access to the Premises

**Premises**

The buildings occupied by or under the control of the Insured (unless otherwise stated in the Schedule)

**4 Temporary Cover**

The first premium has been calculated to take into account the cost of temporary cover (in accordance with particulars lodged with the Company) pending issue of this Policy

**5 Long Term Agreement**

The discount shown in the Schedule is allowed off the net premiums on this Policy in consideration of the Insured having given an undertaking expiring on the date stated in the Schedule to offer annually the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance it being understood that

- a) the Company shall be under no obligation to accept an offer made in accordance with the above-mentioned undertaking
- b) where appropriate the Sum Insured may be reduced at any time to correspond with any reduction in value or in the Business

The above-mentioned undertaking applies to any Policy (or Policies) which may be issued by the Company in substitution for this Policy and the same discount shall be allowed off the net premiums on any substituted Policy (or Policies) issued by the Company as aforesaid

Payment of the premium due at the expiry date shown in the Schedule shall be deemed acceptance by the Insured of the terms of this clause

**6 Theft by Employees**

The following extension of cover is added to paragraph E of Section 2

Any direct loss caused by an act of fraud or dishonesty committed by any Employee in the course of the Business and occurring during the Period of Insurance excluding

- a) the first €300 of each and every claim
- b) acts committed prior to the commencement of this Special Clause
- c) losses occurring during the currency of this Special Clause and not discovered within fourteen days of the expiry of the Period of Insurance
- d) any monies which would have been payable by the Insured to an Employee but for the Employees dishonesty

Provided that

- i) the liability of the Company under this Extension shall not exceed €5,000 in any one Period of Insurance
- ii) the conditions of employment and the precautions and checks taken by the Insured to prevent dishonesty on the part of the Employees shall remain while this Policy is in force in all respects as have been agreed in the various statements constituting the basis of this contract and any omission or neglect of such precautions or checks on the part of the Insured or any variation in the occupation and duties of the Employees or any alteration in the mode of remuneration of the Employees except by increase in salary shall relieve the Company of all liability whatsoever hereunder

# General Exceptions of the Policy

*This Policy does not cover*

## 1 Pressure Waves

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Loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

## 2 War and Nuclear Risks

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- 1) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from
  - i) ionising radiation 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 properties of any explosive nuclear assembly or nuclear component thereof
- 2) any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## 3 Requisition or Confiscation of Property

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Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority

## 4 Heat Processes

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Loss or damage to property due to its undergoing any process necessarily involving application of heat

## 5 Electrical Plant

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Damage to or destruction of any electrical plant or electrical appliance such as dynamo transformer motor or other working electrical machinery apparatus or fittings directly caused by its own over-running short-circuiting excessive pressure or self-heating but should fire extend to and damage or destroy any other part of the plant or appliances or other Property Insured hereby such damage or destruction is not excluded by the Policy

## 6 Terrorism Exclusion

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Loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

1. Any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
2. Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this Exception any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured

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

### Definition – Terrorism

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

## **7 Date Recognition**

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip micro processor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

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

but this shall not exclude in respect of Sections 1 (Buildings) 2 (Contents) 3 (All Risks) 4a (Business Interruption) 4b (Loss of Accounts Receivable) & 5 (Loss of Licence) subsequent loss or damage not otherwise excluded which itself results from fire lightning explosion theft aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the Section

## **8 Northern Ireland Exclusion**

Loss destruction or damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- i) riot civil commotion and (except in respect of loss or Damage by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons
- ii) Terrorism as defined in the Terrorism Exclusion

In any action suit or other proceedings where the Company alleges that by reason of this definition any loss or Damage is not covered by this Policy the burden of proving that such loss or Damage is covered shall be upon the Insured

## **9 Firearms**

Injury or loss or damage arising from your ownership or use of any firearm or sporting gun

# General Conditions of the Policy

## 1 Policy Terms

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It is a condition precedent to any liability on the part of the Company under this Policy that the terms hereof so far as they relate to anything to be done or complied with by the Insured are duly and faithfully observed and fulfilled by the Insured and by any other person who may be entitled to be indemnified under this Policy

## 2 Reasonable Precautions

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The Insured shall

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

## 3 Minimum Standards of Security

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It is a condition precedent to the Company's liability for loss destruction or damage by theft or any attempt thereat that the following minimum level of security (or alternative security protections as agreed in writing by the Company whether following a survey or otherwise) is installed at the Shop and put into effect whenever the Shop is left unattended

- a) the final exit door of the Shop is to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621 A matching boxed striking plate must also be fitted
- b) all other external doors and all internal doors giving access to any part of the building not occupied by the Insured for the purpose of the Business are to be fitted with either

- i) a mortise deadlock which has 5 or more levers and/or conforms to BS3621 with a matched boxed striking plate as specified above

or

- ii) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom

- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks
- d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or a fire escape balconies canopies or down pipes) windows fanlights rooflights and skylights are to be fitted with key operated window locks This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window
- e) any door or window officially designated a Fire Exit by a fire authority is excluded from the above requirements These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer
- f) each item of electronic office equipment (for example PCs Laser Printers or Fax Machines) with an individual replacement value of €2,500 or greater must be securely anchored to the desk workstation or the structure of the building by means of lock down plates the keys to which must have been removed from the premises unless the premises are occupied by the Insured or an authorised Employee in which case the keys are to be deposited in a secure place not in the vicinity of the electronic office equipment



#### 4 Alteration of Risk

This Policy shall be avoided if after the commencement of this insurance there is any alteration in risk

- a) by removal
- b) by change of occupation or use of the Property Insured
- c) whereby the risk of loss or damage or accident or liability is increased
- d) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued
- e) whereby the Insured's interest ceases except by will or operation of law unless such alteration is admitted by the Company in writing

#### 5 Policy changes

The premium we quote you for any change to your policy may include an administration charge.

#### 6 Notice of Claims

##### Claims – Insured's Duties

On the happening of any event which may give rise to a claim the Insured shall

##### a) General – Applicable to all Sections

1. notify the Company immediately
2. take all practicable steps to recover property lost and otherwise minimise the claim
3. inform An Garda Síochána immediately if the loss or damage has been caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances
4. give all information and assistance the Company may require
5. not make or allow to be made on their behalf any admission offer promise payment of indemnity without the written consent of the Company

##### b) Applicable to Sections 1, 2, 3, 5, and 7

within 30 days or such further time as the Company may allow in writing deliver to the Company a written claim providing at their own expense all details proofs and information regarding the cause and amount of loss or damage as the Company may reasonably require together with details of any other insurances on any property insured by this Policy and (if demanded) a statutory declaration of the truth of the claim and or any related matters

##### c) Applicable to Sections 4 (a) and 4 (b)

within 30 days after the expiry of the Indemnity Period or within such further time as the Company may in writing allow at their own expense deliver to the Company a statement setting out particulars of the claim together with details of all other insurance covering any part of the damage or resulting loss of Gross Profit

The Insured shall at their own expense also provide the Company with such books of account and other business books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claims and any related matter

No claim under this Section shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to the Company immediately



**d) Applicable to Section 6**

1. Immediately forward to the Company every letter claim writ summons and process immediately upon receipt without acknowledgement
2. Advise the Company in writing immediately they have knowledge of any pending prosecution inquest or Fatal Accident Inquiry

**e) Applicable to Section 8**

Please refer to page 45 of this Policy booklet

### **7 Fraud**

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If a claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

### **8 Contribution**

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If at the time of any loss damage or liability arising under this Policy there shall be any other insurance covering such loss damage or liability or any part thereof the Company shall not be liable for more than its proportional share thereof

### **9 The Company's Right**

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The Company shall be entitled –

- a) on the happening of any loss or damage to enter any building where such loss or damage has happened and to take and keep possession of the Property Insured and to deal with salvage in a reasonable manner and this Policy shall be proof of leave and licence for such purpose but the property may not be abandoned to the Company
- b) at its option to either
  - i) repair or replace the property or any part of the property for which it may be liable under this Policy

or

- ii) make payment in money to the Insured in lieu of such repair or replacement

Reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this Policy

- c) to undertake in the name and on behalf of the Insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense for its own benefit but in the name of the Insured to recover compensation or secure an indemnity from any third party in respect of anything covered by this Policy

### **10 Arbitration**

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If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

### **11 Cancellation**

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#### **Your Rights**

You have a right to cancel the Policy within fourteen days of the date You concluded the contract or within a period of fourteen days of the date You concluded renewal of the contract (referred to as the 'cooling off period')

You should exercise this right by informing the Company in writing that You wish to cancel the policy

If you cancel during the cooling off period You will be entitled to a proportionate return of the premium paid provided that during the cooling off period there have been:

- no claims made under the Policy for which We have made a payment

- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

Any return of premium will be treated on a proportionate basis subject to a minimum premium of €50 The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due

If the cooling off period has expired You may cancel the Policy during the period of insurance by giving fourteen days notice in writing to the Company You will be entitled to a proportionate return of the premium paid provided that during the current period of insurance there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

Any return of premium will be treated on a proportionate basis The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due

### **Our Rights**

We shall not be bound to accept any renewal of the Policy and may at any time cancel the Policy by giving fourteen days notice in writing to your last known address You will be entitled to a proportionate return of the premium paid provided that during the current period of insurance there have been:

- no claims made under the Policy for which We have made a payment
- no claims made under the Policy which are still under consideration
- no incidents likely to give rise to a claim but are yet to be reported to Us

Any return of premium will be treated on a proportionate basis subject to a minimum premium of €50 The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due

### **12 Instalments Clause**

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If the premium on this Policy is payable by premium instalment plan and You do not pay each instalment on the due date all cover under the Policy is cancelled automatically from the date such instalment was due

If the premium on this Policy is payable by premium instalment plan and during the current Period of Insurance

- a claim has been made under the Policy for which We have made a payment
- a claim has been made under the Policy which is still under consideration
- an incident has occurred which is likely to give rise to a claim but is yet to be reported to Us

the annual premium remains due in full In such case monthly collections must continue or a one off payment be agreed to settle the outstanding amount

Where a one off payment is not made to settle the outstanding amount You must continue with the instalment payments Alternatively We may deduct any outstanding instalments from any claim payment that may be due to You or payable on Your behalf

Any instalments payments legitimately taken prior to the notification of cancellation of the premium instalment plan w subsequent collections taken between the time of notification and cancellation

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### **13 Misrepresentation and Misdescription**

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The Policy shall be voidable in any event of misrepresentation misdescription or non-disclosure in any material particular

### **14 No Claims Discount**

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For the purpose of working out the no-claims discount a period of insurance is one continuous year between the beginning of the policy and the renewal date shown in your schedule or between consecutive renewal dates

If you have consecutive periods of insurance with us without any incident which may give rise to a claim we will reduce your premium when you renew the policy as follows

One period	5%
Two periods	10%
Three periods	15%
Four periods	20%
Five or more periods	25%

If during a period of insurance incidents happen giving rise to claims under the policy we will reduce the no-claims discount to nil We may change these scales when we renew the policy

## Caring For You

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- For a complaint about your policy, contact your Broker or local AXA Insurance branch.
- For a complaint about your claim, contact our claims action line on (01) 8583233.

If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211850 or:

- email: [axacustomer@axa.ie](mailto:axacustomer@axa.ie); or
- write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If you are unhappy with the way we have dealt with your complaint, you may be able to refer to:

- the Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.  
Lo Call: 1890 88 20 90. Fax: 01 6620890.  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

Our promise to you

- We will reply to your complaint within five days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.





# any questions? **we're here to help**

- If you have questions or complaints, contact your local AXA Insurance branch or phone your broker.
- For help with claims, ring us on  
**01 - 8583233**

