



THIS INSURANCE IS UNDERWRITTEN BY

EVEREST UNDERWRITING

ON BEHALF OF CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON

Property Owners Policy Wording (Republic of Ireland)

Please read this insurance document carefully to make sure it meets Your needs.

Keep this insurance document in a safe place.

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Important Helplines

Claims for all Sections

If You need to notify Underwriters of a claim or of any circumstances or incident which may cause a claim You should contact Your professional insurance intermediary or alternatively Your appropriate Underwriter through:

Everest Underwriting
Unit 21
Venture Point
Stanney Mill Road
Ellesmere Port
Cheshire
CH2 4NE
Phone 0845 606 6788
www.everestunderwriting.com

Welcome

Introduction to Your Property Owners Insurance

This document of insurance, the Certificate and any endorsements applying to this insurance form Your Property Owners insurance Policy.

This document sets out the conditions of the contract of insurance between You and the Underwriters. Please read the document carefully, it is laid out in Sections. It is important that:

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

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

**All Sections are underwritten by:
Certain Underwriters at Lloyd's**

About Your Insurance Broker

Your Insurance Broker is the organisation that You arranged this insurance with and should be Your first point of contact for any queries You may have on the Policy, other than claims. Claims contact numbers can be found under the Important Helplines Section of this document.

See also Section 7 - Claims Procedure and Section 8 - Enquiries and Complaints Procedure.

Your Policy

This Policy is a contract between You (also referred to as the Insured) and Certain Underwriters at Lloyd's (herein referred to as the Underwriters). You have made a proposal to Underwriters which is the basis of and forms part of this contract.

This Policy, the Certificate and any Endorsement should be read as if they are one document.

We will insure You under those sections stated in Your Certificate of Insurance during any period of insurance for which We have accepted Your premium provided always that all the terms and conditions of this Policy are kept. Our liability will in no case exceed the amount of any sum insured or limit of liability stated in this Policy, or in Your Certificate of Insurance or any Endorsement to this Policy.

Any reference to You includes Your or Yours, and any reference to Us will include We, Our, Ours.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Your Obligations

You have an obligation at the start of this insurance and at renewal to disclose to the Underwriters all material facts.

Material facts are those which are relevant to the underwriting of the risk. They may be relevant either to the physical risk or to the personal background and characteristics (including the financial history) of You and Your Employees, senior management, directors, partners and owners of Your Business. Your Business should have a system in place to ensure that all material facts are disclosed.

If You fail to disclose all material facts, this may render the insurance voidable from inception of the Policy and enable the Underwriters to repudiate liability. Should You be in any doubt as to whether information is accurate or material You should discuss it with Your Insurance Broker. If in doubt, You should disclose it.

Law applicable to the contract

Under the relevant European and Irish Legal provisions, the parties to this contract of insurance are free to choose the law applicable to contract. We propose that the Irish law will apply to the contract.

Signed for and on behalf of the Underwriters named in the Certificate of Insurance

Signature



By N. A. Revill
Underwriting Director
Everest Underwriting

This is a legal document and should be kept in a safe place.

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

SECTION 1 - PROPERTY DAMAGE

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 4 also apply to this Section. The General Conditions in Section 5 and General Exclusions in Section 6 also apply to this Section.

Definitions for Section 1

Buildings	Buildings described in the Certificate, and including: <ul style="list-style-type: none">a) landlords' fixtures and fittings;b) tenants' improvements for which the landlord is responsible in on or around the Buildings;c) furnishings and other contents of common parts of the Buildings;d) outbuildings, extensions, annexes, canopies, fixed signs, gangways, conveniences, lamp posts and street furniture;e) walls, gates and fences;f) drains, sewers, piping, ducting, cables, wires and associated control gear and accessories on the Premises, and extending to the public mains, but only to the extent of Your responsibility;g) yards, car parks, roads, pavements, forecourts, all constructed of solid materials; andh) landscaping excluding external ponds and lakes; all being Your property or for which You are responsible and situate at the Premises.
Damage	Damage shall mean accidental loss or destruction of or damage to the Property Insured.
Declared Value	Your assessment of the cost of reinstatement of the Property Insured at a level of costs applying at the time that such values are required by the Underwriters as the basis for the calculation of the Policy premium (ignoring inflationary factors which may operate subsequently) together with, insofar as the insurance by the item provides, due allowance for: <ul style="list-style-type: none">a) debris removal costs;b) professional fees; andc) additional cost of reinstatement to comply with European Community and Public Authority requirements.
Unoccupied	The Property is deemed to be Unoccupied when it is insufficiently furnished for normal occupation or unoccupied for more than 30 consecutive days. Unoccupancy is deemed to start from the date that the tenant vacated the property which may predate the inception of the insurance granted by this Policy.
Excess	The first amount of each and every claim (as shown in the Certificate) for which You are responsible at each separate Premises after the application of all other terms and conditions of the insurance including but not limited to any Condition of Average.
Non-Standard Construction	Constructed of materials other than those detailed in the definition Standard Construction.
Standard Construction	Brick, stone or concrete built and roofed with slates, tiles, metal, concrete, asphalt or sheets or slabs composed entirely of incombustible mineral ingredients and plastic roof lights.
Territorial Limits	Republic Of Ireland, Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.

SECTION 1 - PROPERTY DAMAGE

Cover

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

Property Insured

Building(s) at the Premises as described on the Certificate.

The values shown on the Certificate represent the maximum values at risk.

Limit of Liability

The liability of the Underwriters under this Section shall not exceed in the whole the Total Sum Insured or the Sum Insured in respect of each item or any other Limit of Liability as stated herein or in the Certificate.

The Sum Insured under each Item (other than items solely applying to fees, removal of debris, and all private dwelling houses, churches or other buildings in course of erection) is separately subject to Average.

Perils

(Operative only if stated in the Certificate)

- A) Fire excluding:
 - a) the amount of Excess shown in the Certificate;
 - b) Damage by explosion resulting from fire;
 - c) Smoke damage caused by fireplaces.

- B) Lightning excluding the amount of Excess shown in the Certificate.

- C) Aircraft or other aerial devices or articles dropped therefrom excluding the amount of Excess shown in the Certificate.

- D) Explosion excluding:
 - a) the amount of Excess shown in the Certificate;
 - b) Damage caused by the bursting of any boiler or other plant which belongs to You or is under Your control and in which internal pressure is due to steam only;
but this shall not exclude Damage caused by explosion of:
 - i) any boiler
 - ii) gasused for domestic purposes only.

- E) Earthquake excluding:
 - a) the amount of Excess shown in the Certificate;
 - b) Damage caused by fire.

- F) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
 - a) the amount of Excess shown in the Certificate;
 - b) Damage arising from nationalisation, confiscation, requisition, seizure or destruction by order of the government or any public authority;
 - c) Damage arising from cessation of work;
 - d) as regards Damage directly caused by malicious persons not acting on behalf of or in connection with any political organisation:
 - i) Damage in the course of theft or attempted theft;
 - ii) Any amount below the Excess shown in the Certificate of Insurance or the Policy Certificate or any amount in excess of a Limit of €10,000 after the application of the Policy Excess in respect of Malicious Damage caused by a Tenant of the Property Insured.

SECTION 1 - PROPERTY DAMAGE

- G)** Storm or flood excluding:
- a) the amount of Excess shown in the Certificate;
 - b) Damage solely due to change in the water table level;
 - c) Damage caused by frost, subsidence, ground heave or landslip;
 - d) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time;
 - e) Damage to trees, plants, shrubs and turf unless there is Damage to the Buildings at the same time.
- H)** Escape of water or oil from any tank, apparatus, pipe or appliance excluding:
- a) the amount of Excess shown in the Certificate;
 - b) Damage by water discharged or leaking from an automatic sprinkler installation;
 - c) for loss or damage to the component or appliance from which water escapes;
 - d) for loss or damage caused by wear and tear, rust or gradual deterioration;
 - e) for loss or damage to swimming pools;
 - f) for loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths;
 - g) for loss or damage resulting from accidental overflow of sanitary ware other than as covered under an accidental damage extension to the policy;
 - h) for loss or damage caused by faulty workmanship;
 - i) loss or damage caused by subsidence, heave or landslip other than as covered under Section 1, peril L;
 - j) loss or damage caused by the escape of oil from an oil tank installed more than 10 years prior to such escape.
- I)** Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal excluding the amount of Excess shown in the Certificate.
- J)** Accidental escape of water from any automatic sprinkler installation excluding:
- a) the amount of Excess shown in the Certificate;
 - b) Damage by freezing in any building which is Unoccupied;
 - c) Damage by heat caused by fire.
- K)** Theft or attempted theft excluding:
- a) the amount of Excess shown in the Certificate;
 - b) any loss which the Insured is able to recover from another source.
- L)** Subsidence, ground heave or landslip excluding:
- a) the amount of Excess shown in the Certificate;
 - b) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion;
 - c) Damage resulting from:
 - i) the construction, demolition, structural alteration or structural repair of any property;
 - ii) groundworks or excavation works;
at the Premises.
 - d) Damage arising from normal settlement or bedding down of new structures;
 - e) Damage commencing prior to the granting of cover under this insurance.
- M)** Any other accident excluding:
- a) the amount of Excess shown in the Certificate;
 - b) Damage by any:
 - i) of the Perils;
 - ii) of the causes expressly excluded from the Perils;
specified in paragraphs A) to L) (whether or not insured);
 - c) Damage to any property caused by:
 - i) its own faulty or defective design or materials;
 - ii) inherent vice, latent defect, gradual deterioration, wear and tear;
 - iii) faulty or defective workmanship on the part of You or any of Your Employees
but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded.
 - d) Damage caused by:
 - i) corrosion, rust, wet or dry rot, marring, scratching, vermin or insects;
 - ii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels, or any range of steam and feed piping in connection therewith;

SECTION 1 - PROPERTY DAMAGE

- iii) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;
but this shall not exclude:
 - i) such Damage which itself results from other Damage and is not otherwise excluded;
 - ii) subsequent Damage which itself results from a cause not otherwise excluded.
- e) Damage caused by disappearance or unexplained loss;
- f) Damage to any building or structure caused by its own collapse or cracking unless resulting from a sudden, identifiable and unexplained cause which occurs in its entirety at a specific moment in time and place during any one Period of Insurance and which:
 - i) does not result from:
 - (1) the construction, demolition, structural alteration or structural repair of any property;
 - (2) groundworks or excavation works;
at the Premises;
 - ii) is not otherwise excluded.

Basis of Claims Settlement

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

1 Reinstatement:

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

- a) the rebuilding or replacement of Property Insured lost or destroyed which provided Our liability is not increased may be carried out;
 - i) in any manner suitable to Your requirements
 - ii) upon another site
 - b) the repair or restoration of Property Insured damaged;
- in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Provided that:

- (1) Our liability for the repair or restoration of Property Insured damaged in part only shall not exceed the amount which would have been payable had such Property been wholly lost or destroyed.
- (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 Basis of Claims Settlement exceeds its Sum Insured at the commencement of any Damage Our liability shall not exceed that proportion of the amount of the Damage which the Sum Insured shall bear to the sum representing the total cost of reinstating the whole of such Property at that time.
- (3) No payment beyond the amount which would have been payable in the absence of this Basis of Claims Settlement 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 the Damage shall be insured by any other insurance effected by You or on Your behalf which is not upon the same basis of reinstatement.
- (4) All the terms and conditions of this Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
 - b) where claims are payable as if this Basis of Claims Settlement had not been incorporated.

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

SECTION 1 - PROPERTY DAMAGE

Clauses & Conditions that apply to Section 1 - Property Damage

1.1 Architects, Surveyors, Legal and Consulting Engineers Fees

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

1.2 Acquisitions

The insurance for Buildings extends to include:

- a) additions and extensions to the Property Insured (but not appreciation in value) made after the commencement of each annual Period of Insurance for an amount not exceeding 10% of the Sum Insured or €250,000 whichever is the less; and
- b) any newly built or newly acquired Buildings for an amount not exceeding €500,000; anywhere in the Territorial Limits;

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

1.3 Additional Sprinkler Costs

The Underwriters will pay the costs incurred in upgrading an automatic sprinkler installation to the current LPC rules solely as imposed upon You by the Underwriters following Damage to the Buildings provided that at the time of the Damage the installation conformed to the 28th or 29th Edition rules or to the LPC rules current at the time of installation but did not conform to subsequent amendments to those Rules.

1.4 Automatic Reinstatement after a Loss

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

1.5 Average

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

1.6 Buildings awaiting Demolition

If at the time of the Damage any Buildings are awaiting demolition the Underwriter's liability shall be limited to the additional cost of removing debris, as detailed in Clause 1.31 - Removal of Debris, which are incurred by You solely as a result of Damage.

1.7 Buildings awaiting Refurbishment, Redevelopment or Renovation

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

1.8 Change of Tenancy

You must advise the Underwriters of all changes in tenancy or occupation within the Premises, as specified in Section 5 General Conditions 5.1 - Alteration in Risk.

1.9 Confirmation of Values at Risk

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

1.10 Construction of Buildings

Except as otherwise stated the Buildings described in the Certificate are of Standard Construction.

1.11 Damage to Landscaped Gardens

The Underwriters will pay the reasonable costs and expenses incurred in replanting trees, shrubs, plants and turf used in landscaped gardens and grounds, belonging to You or for which You are responsible, as a result of Damage insured by this Section, being the cost of restoring any such item of landscaping to its appearance when first planted but excluding any cost arising from the failure of these items to germinate or become established provided that the Underwriter's maximum liability for any one loss shall not exceed €25,000.

SECTION 1 - PROPERTY DAMAGE

1.12 Day One Basis

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

- 1) You having stated in writing the Declared Value (shown in brackets below the Sum Insured) incorporated in each item to which this clause applies and the premium has been calculated accordingly.

For the purposes of this clause Declared Value shall mean:

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

- a) the additional cost of reinstatement to comply with:
 - i) European Union Legislation
 - ii) Act of Parliament
 - iii) Bye-Laws of any public authority
 - b) professional fees
 - c) debris removal costs
- 2) You must notify Us of the Declared Value at the start of each Period of Insurance. If You fail to notify Us of the Declared Value at the start of any Period of Insurance We will use the last Declared Value notified to Us for the following Period of Insurance.
 - 3) Provisions (2) and (4) of the Basis of Claims Settlement Condition are restated as follows:
 - (2) If at the time of the Damage the Declared Value is less than the cost of reinstatement of the Property Insured arrived at in accordance with paragraph 1 of this Condition at the start of the Period of Insurance Our liability for any Damage will be limited to that proportion which the Declared Value bears to the cost of reinstatement of the Property Insured arrived at in accordance with paragraph 1 of this Condition.
 - (4) All the terms and conditions of this Policy shall apply:
 - a) in respect of any claim payable under the provisions of this Basis of Claims Settlement except insofar as it is varied hereby;
 - b) where claims are payable as if this Basis of Claims Settlement had not been incorporated except that the Sums Insured shall be limited to 115% of the Declared Value.

1.13 Delays in Rebuilding

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

1.14 Designation

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

SECTION 1 - PROPERTY DAMAGE

1.15 Unoccupied Buildings

Whenever the Premises stated in the Certificate are unoccupied or not in use the Unoccupied Buildings Condition below applies;

1.16 Unoccupied Buildings Condition

It is a condition precedent to Underwriters' liability and must be strictly adhered to that whenever a Building or portion thereof becomes unoccupied:

- a) the Underwriters will not be liable for the first €1,000 of each and every loss following Damage resulting from the acts of Malicious Persons not acting on behalf of or in connection with any political organisation.
- b) If the buildings specified in the certificate become unoccupied for more than 30 consecutive days the cover under the Policy is reduced to the Perils of Fire, Lightning, Explosion, Earthquake, Aircraft and other Aerial devices and Property Owners Liability.
- c) the following action must be implemented by the Insured:
 - i) If the buildings as specified in the Certificate become unoccupied for more than 30 consecutive days then all mains services except those required to maintain automatic sprinkler installations, lighting or alarm systems must be turned off. The water system (other than those connected to automatic sprinkler installations) must be drained and left empty or during the period commencing the 1st October to the 31st March in each year of insurance the heating system must remain on and set at a minimum temperature of 5 degrees celcius. Failure to comply with this condition will be a bar to any claim arising from the escape of water or oil or frost damage to any fixed water or heating installation or domestic appliance.
 - ii) The buildings must be secured against unlawful entry by ensuring that
 - All locks, bolts, alarm systems and other protective devices are put into full operation
 - All perimeter fences, walls and gates are maintained in good condition
 - All ground floor and accessible upper floor windows are securely locked and any broken windows are boarded up or repaired.
 - iii) All letter boxes and openings are sealed and steps taken to prevent the accumulation of post or mail.
 - iv) All sources of fuel, waste, combustible materials and gas bottles are removed from both the inside and outside of the buildings.
 - v) The premises are checked internally and externally once every seven days by the insured or their appointed representatives and written records kept of such visits. Any work necessary to maintain the above conditions must be carried out immediately.
 - vi) In respect of Commercial or industrial Premises, if after 90 days the Building or part thereof remains unoccupied, then, unless the installation of a New Tenant is imminent this is unequivocally verifiable, the Insured is required to board-up the Building at ground floor level using Sitex or equivalent high quality boarding-up material, coach-bolted through door frames and window frames. If the property remains unoccupied after 12 months then the Insured is required to board-up the upper floors of the building using Sitex or equivalent high quality boarding-up material coach-bolted through door frames and window frames.

The Terms of this clause 1.16 c) vi) apply only to buildings or properties which are in single tenure. Where the property is multi-tenanted or multi-occupied the clause will only apply when all available letting units are unoccupied.

Commercial or industrial premises where there is no common entrance and where access is separate and private are considered to be separate building or properties to which the terms of 1.16 c) vi) will apply when such properties are unoccupied.

SECTION 1 - PROPERTY DAMAGE

1.17 Security Requirements

In respect of Buildings occupied by the Insured or for which the security is the direct responsibility of the Insured or their agents and/or in respect of any unoccupied or disused Buildings of which the Underwriters have been notified:

- (a) any additional protection required by the Underwriters will be fitted in accordance with their requirements and together with all other devices for the protection of the Property Insured will be kept in good order and put into full and effective operation whenever the Premises are closed for business to customers or callers or are unattended;
- (b) all keys including duplicate keys relative to the security of a portion of the Premises or to any safe or strongroom containing Property Insured will be removed from that portion of the Premises whenever they are closed for business or left unattended.

1.18 European Community and Public Authorities (Including Undamaged Property)

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

- a) European Community Legislation; or
- b) Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any Public Authority;

(hereafter referred to as 'Stipulations') in respect of:

- i) the lost, destroyed or damaged property thereby insured; and
- ii) undamaged portions of that property.

Excluding:

- a) the cost incurred in complying with the Stipulations:
 - i) in respect of Damage occurring prior to the inception of this Policy;
 - ii) in respect of Damage not insured by the Policy;
 - iii) under which notice has been served on You prior to the happening of the Damage;
 - iv) for which there is an existing requirement which has to be implemented within a given period; and
 - v) in respect of property entirely undamaged by any peril insured against by this Policy;
- 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 of that property 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 Damage or within such further time as the Underwriters may agree (during the said twelve months) and may be carried out upon another site (if the Stipulations so necessitate) subject to the liability of the Underwriters under this clause not being increased.
- 2) If the liability of the Underwriters under (any item of) this Section apart from this clause shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Underwriters under this clause (in respect of any such item) shall be reduced in like proportion.
- 3) The total amount payable under (any item of) this Section in respect of this clause shall not exceed:
 - a) €250,000 in respect of the lost, destroyed or damaged property;
 - b) €250,000 in respect of undamaged portions of property (other than foundations).
- 4) All the terms and conditions of the Policy except insofar as they are varied by this condition shall apply as if they had been incorporated herein.

1.19 Extinguishment and Alarm Resetting

The Underwriters will pay the reasonable costs and expenses incurred by You in refilling fire extinguishing appliances, replacing used sprinkler heads and resetting fire or intruder alarms as a result of Damage as insured by this Section.

1.20 Extinguishment and Alarm Resetting

The Underwriters will pay the fire brigade charges levied against You by any local authority in respect of attendance by the fire brigade for the purpose of minimizing a loss following Damage caused by Perils A), B), C) or D) at the Premises provided that the Underwriters' maximum liability for any one loss shall not exceed €50,000.

SECTION 1 - PROPERTY DAMAGE

1.21 Fire Extinguishing Appliances

You shall take all reasonable measures to ensure that:

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

1.22 Further Investigation Expenses

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

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

1.23 Glass Breakage

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

The Underwriters will in addition pay for the cost of:

- a) breakage of fixed sanitary ware;
- b) boarding up and repair to associated framework reasonably incurred as a result of an insured breakage. You may without the Underwriters prior consent instruct builders or glaziers to board up where necessary;
- c) repair or replacement of lettering alarm foil or other ornamentation work on glass provided that the Underwriters' maximum liability for any one loss shall not exceed €500;
- d) repair or replacement of fixed mirrors provided that the Underwriters' maximum liability for any one loss shall not exceed €500; and
- e) removal or replacement of fixtures and fittings which may be necessary in connection with the replacement of the glass provided that the Underwriters' maximum liability for any one loss shall not exceed €500.

Excluding any breakage whilst Buildings are unoccupied and or more specifically insured by You or on Your behalf.

Underwriter's maximum liability for any one loss under this section shall not exceed €5,000 in all.

1.24 Lessee Failure to Insure

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

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

Provided that:

- a) immediately on becoming aware of:
 - i) any Building not insured for all the Perils insured by this Policy You shall arrange insurance for the uninsured Perils;
 - ii) any Building not insured for a sufficient amount to provide for reinstatement of the Buildings You shall arrange insurance for the amount of reinstatement; and pay the appropriate additional premium.
- b) this clause shall not apply to any Premises covered under Clause 1.2 - Acquisitions or Clause 1.25 - Loss of Market Value and in respect of Buildings under A above shall apply only for the Perils not insured by the lessee's policy.

SECTION 1 - PROPERTY DAMAGE

- c) the Underwriters' maximum liability for any one claim will not exceed €500,000 but in no case shall the liability of the Underwriters exceed the difference between the amount payable under any insurance effected by the lessee or any other insurance on the premises and the total cost of reinstatement provided by this Policy.
- d) there shall be in force at the time of the Damage a valid and enforceable lease requiring the property to be insured against some or all of the Perils insured hereby and the lessee to make good any uninsured Damage.
- e) You have procedures in place to ensure that the lessee effects and maintains adequate insurance and wherever possible Your interest is noted and protected by a non-invalidation clause and lapse/cancellation notification undertaking.
- f) the insurance under this clause shall be subject to all the terms, conditions and exclusions of the Policy with the exception of Clause 1.36 - Subrogation Waiver which is restated as follows:

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

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

in each case within the meaning of the Companies Act or the Companies (NI) Order, as appropriate, current at the time of Damage;

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

1.25 Loss of Market Value

If You elect not to rebuild or repair the Buildings (and the Underwriters do not exercise their option to reinstate allowed by Clause 1.29 - Reinstatement by the Underwriter) the Underwriters will pay You the reduction in the market value of the Buildings immediately following the Damage solely as a result of the Damage but not exceeding the amount which would have been payable had the Buildings been rebuilt or repaired.

1.26 Loss of Metered Utilities

The Underwriters will pay the cost of additional metered electricity, gas, oil or water charges being those incurred by You following accidental discharge from a metered system as a result of Damage as insured by this Section except those in respect of any loss which has not been discovered and remedial action taken within 30 days of occurrence of the Damage provided that the Underwriters' maximum liability for any one loss shall not exceed €5,000.

1.27 Non Invalidation

Any act, omission or alteration, unknown to You or beyond Your control, which increases the risk of Damage, will not invalidate this insurance if, immediately You become aware, You give notice to the Underwriters and pay an additional premium if required.

1.28 Other Interests

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

1.29 Reinstatement by the Underwriters

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

SECTION 1 - PROPERTY DAMAGE

1.30 Reinstatement to Match

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

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

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

1.31 Removal of Debris

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

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

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

Excluding any costs or expenses:

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

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

1.32 Rent of Residential Property

In the event that Premises occupied totally or partially for residential purposes suffer Damage and no Sum Insured on Rent for the residential portions has been allocated then this Policy extends to include such loss of Rent Receivable and other costs as specified under Section 2 - Loss of Rental Income.

For the purposes of this clause:

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

This clause will also indemnify You in respect of any expenditure incurred in the provision of comparable accommodation for the benefit of any lessee to comply with the requirements of the lease.

The Underwriters' maximum liability under this clause shall not exceed 20% of the Sum Insured applicable to the residential Building or residential portion of the Building concerned.

1.33 Repairs and Alterations

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

1.34 Sale of Property Insured

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

1.35 Seventy Two Hour Clause

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

SECTION 1 - PROPERTY DAMAGE

1.36 Subrogation Waiver

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

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

in each case within the meaning of the Companies Act or the Companies (NI) Order, as appropriate, current at the time of Damage;

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

1.37 Subsidence, Ground Heave and Landslip

Special Conditions for Peril L - Subsidence Ground Heave and Landslip.

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

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

1.38 Surveys - Risk Improvement Requirements

Following a Survey of any risk insured hereunder it is warranted that any Risk Improvement Requirements must be completed by the Insured on or before any specific deadline dates quoted by the Underwriters for the completion of such Requirements. If the Risk Improvement Requirements have not been completed in whole or in part the Underwriters shall have the right, if they so choose, to void the Policy ab initio. Alternatively, the Underwriters may, if they so choose, regard the failure by the Insured to complete the Risk Improvement Requirements by the dates specified as a condition precedent to liability rather than as a breach of Warranty.

If, when the Underwriters send details of the Risk Improvement Requirements to the Insured or to their Broker Agent it is realised that the Insured will be unable to comply with one or more of the Risk Improvement Requirements by the date specified, the Insured or the Insured's Broker Agent shall have seven days from the date of the receipt of such Risk Improvement Requirements to notify the Underwriters and to agree an alternative date or dates. Of course, this shall not apply to any Risk Improvement Requirement which has been discussed with the Insured and where from the date of the Survey itself completion of the Requirement is either Immediate or within 14 days. If such deadline dates are unrealistic, then it will be for the Insured to make this clear to the Surveyor at the time of the Survey, and to agree alternative deadline dates with the Surveyor. If the Insured do not respond to the Underwriters concerning the deadline dates within 14 days of their receipt by the Insured or by the Insured's Broker Agent it will be regarded that deadline dates have been understood, accepted and will be complied with.

1.39 Temporary Removal

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

1.40 Theft Cover Extension

Any cover provided under this Section in respect of theft is extended to include theft of keys being:

the reasonable costs incurred in replacing external door locks at the Property Insured following the loss of keys by:

- a) theft from the Premises or registered office or from the home of; or
- b) theft following hold-up whilst such keys are in the personal custody of;

You or any principal director, partner or Employee authorised to hold such keys.

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

- a) €1,000 in respect of any one Premises; and
- b) €25,000 in aggregate.

1.41 Trace and Access

The Underwriters will pay the reasonable costs incurred by You in locating the source and subsequent making good of Damage, provided such Damage is insured by this Section, resulting from:

- a) the escape of water or oil from any tank, apparatus or pipe; and
- b) accidental damage to cables, underground pipes and drains serving the Premises.

SECTION 1 - PROPERTY DAMAGE

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

- a) €5,000 in respect of any one occurrence; and
- b) €5,000 in aggregate.

1.42 Unauthorised Use of Utilities

The Underwriters will pay the cost of metered electricity, gas or water for which You are legally responsible arising from its unauthorised use by persons taking possession or occupying the Premises without Your authority provided that You shall take all practical steps to terminate such unauthorised use as soon as it is discovered and that the Underwriters' maximum liability for any one loss shall not exceed €25,000.

1.43 Value Added Tax

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

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

SECTION 2 - LOSS OF RENTAL INCOME

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 4 also apply to this Section. The General Conditions in Section 5 and General Exclusions in Section 6 also apply to this Section.

Definitions for Section 2

Territorial Limits	Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.
Damage	Loss or destruction of or damage to property used by You at the Premises for the purpose of the Business.
Indemnity Period	The period beginning with the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence thereof.
Maximum Indemnity Period	The Period as stated in the Certificate.
Unoccupied	Property is deemed to be Unoccupied when it is insufficiently furnished for normal occupation or unoccupied for more than 30 consecutive days. Unoccupancy is deemed to start from the date that the tenant vacated the property which may predate the inception of the insurance granted by this Policy.
Rent Receivable	The money paid or payable to You by tenants for accommodation and services provided in the course of the Business at the Premises.
Annual Rent Receivable	The Rent Receivable during the twelve months immediately before the date of the Damage.
Standard Rent Receivable	The Rent Receivable during the period in the twelve months immediately before the date of the Damage which corresponds with the Indemnity Period.

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

Cover

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

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

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

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

The liability of the Underwriters under this Section shall not exceed:

- a) 100% of the Rent Receivable shown in the Certificate; or
- b) 20% of the Buildings Sum Insured shown in the Certificate in respect of residential property only.

unless otherwise agreed by Us.

SECTION 2 - LOSS OF RENTAL INCOME

Perils (Operative only if stated in the Certificate)

- A)
 - a) Fire excluding Damage by explosion resulting from fire;
 - b) Smoke damage caused by fireplaces.
- B) Lightning.
- C) Aircraft or other aerial devices or articles dropped therefrom.
- D) Explosion excluding Damage caused by the bursting of any vessel, machine or apparatus belonging to You or under Your control and in which internal pressure is due to steam only; but this shall not exclude Damage caused by explosion of:
 - a) any boiler used for domestic purposes only or of any other boiler or economiser on the Premises;
 - b) gas used for domestic purposes only.
- E) Earthquake excluding Damage caused by fire.
- F) Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding:
 - a) Damage arising from nationalization, confiscation, requisition, seizure or destruction by order of the government or any public authority;
 - b) Damage arising from cessation of work;
 - c) as regards Damage directly caused by malicious persons not acting on behalf of or in connection with any political organization:
 - i) Damage in the course of theft or attempted theft.
- G) Storm or flood excluding:
 - a) Damage solely due to change in the water table level;
 - b) Damage caused by frost, subsidence, ground heave or landslip;
 - c) Damage to fences and gates unless caused by falling trees or there is Damage to structural parts of the Buildings at the same time;
 - d) Damage to trees, plants, shrubs and turf unless there is Damage to the Buildings at the same time.
- H) Escape of water or oil from any tank, apparatus, pipe or appliance excluding:
 - a) Damage by water discharged or leaking from an automatic sprinkler installation;
 - b) for loss or damage to the component or appliance from which water escapes;
 - c) for loss or damage caused by wear and tear, rust or gradual deterioration;
 - d) for loss or damage to swimming pools;
 - e) for loss or damage to walls, ceilings, electrics, decoration and tiles caused by egress of water from shower units and baths;
 - f) for loss or damage resulting from accidental overflow of sanitary ware other than as covered under an accidental damage extension to the Policy;
 - g) for loss or damage caused by faulty workmanship;
 - h) loss or damage caused by subsidence, heave or landslip other than as covered under Section 1, peril L;
 - i) loss or damage caused by the escape of oil from an oil tank installed more than 10 years prior to such escape.
- I) Impact by any road or rail vehicle (including any fork lift truck or other industrial vehicle) or animal.
- J) Accidental escape of water from any automatic sprinkler installation excluding Damage:
 - a) by freezing in any building which is Unoccupied;
 - b) by heat caused by fire.
- K) Theft or attempted theft excluding:
 - a) any loss which the Insured is able to recover from another source.
- L) Subsidence, ground heave or landslip excluding:
 - a) Damage arising from the settlement or movement of made-up ground or by coastal or river erosion;
 - b) Damage resulting from:

SECTION 2 - LOSS OF RENTAL INCOME

- i) the construction, demolition, structural alteration or structural repair of any property;
- ii) groundworks or excavation works;
at the Premises.
- c) Damage arising from normal settlement or bedding down of new structures;
- d) Damage commencing prior to the granting of cover under this insurance.

M) Any other accident excluding:

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

Basis of Claims Settlement

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

The insurance on Rent Receivable is limited to:

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

and the amount payable as indemnity shall be:

- a) in respect of loss of Rent Receivable:
the amount by which the Rent Receivable during the Indemnity Period shall fall short of the Standard Rent Receivable in consequence of the Damage; and
- b) in respect of increase in cost of working:
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss in Rent Receivable which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the amount of the reduction in Rent Receivable thereby avoided less any sum saved during the Indemnity Period in respect of such charges and expenses of the Business payable out of Rent Receivable as may cease or be reduced in consequence of the Damage.

SECTION 2 - LOSS OF RENTAL INCOME

Provided that:

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

Clauses & Conditions that apply to Section 2 - Loss of Rental Income

2.1 Advance Rent Receivable

If Rent Receivable is insured in respect of new property developments You must show that but for the Damage Rent Receivable would have been earned and You will be required to support a claim for Loss of Rent Receivable by submitting reasonable evidence of the amount of such Rent Receivable and the date from which it would have been earned. The Underwriter will have regard:

- a) to actual negotiations with prospective tenants both before and after the Damage;
- b) for demand for similar accommodation in the locality;
- c) the general level of rents applying.

If required the advice of a professional valuer acceptable to both You and the Underwriters will be sought and the professional fees charged will be included in the indemnity provided under this clause.

2.2 Alternative Premises

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

2.3 Acquisitions

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

- a) the most the Underwriters will pay at any one situation is €100,000 in respect of any newly acquired or newly erected Buildings or 10% of the Sum Insured under this Section up to a maximum of €100,000 in respect of alterations, additions or extensions to Buildings during any one Period of Insurance;
- b) You must inform the Underwriters as soon as practicable of any acquisitions as detailed above and take out insurance cover from the date the Underwriters' liability commenced.

2.4 Automatic Reinstatement after a Loss

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

2.5 Buildings Awaiting Sale

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

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

the loss of Rent Receivable being:

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

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

the loss in respect of interest being:

- i) the actual interest incurred on capital borrowed (solely to offset in whole or in part the loss of use of the sale proceeds) for the purpose of financing the Business;
- ii) the investment interest lost to the Insured on any balance of the sale proceeds (after deduction of any capital borrowed as provided under paragraph i) above)

less any amount receivable in respect of Rent Receivable.

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

SECTION 2 - LOSS OF RENTAL INCOME

2.6 Confirmation of Values at Risk

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

2.7 Cost of Re-letting

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

2.8 Failure of Supply

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

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

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

Special Conditions applicable to this clause:

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

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

2.9 Infectious Diseases

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

- a) any:
 - i) occurrence of a Notifiable Disease (as defined below) at the Premises or attributable to food or drink supplied from the Premises;
 - ii) discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease;
 - iii) occurrence of a Notifiable Disease within a radius of 25 miles of the Premises;
- b) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority;
- c) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the competent local authority; or
- d) any occurrence of murder or suicide at the Premises.

Special Conditions applicable to this clause:

- 1) Notifiable Disease shall mean illness sustained by any person resulting from:
 - i) food or drink poisoning; or
 - ii) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition), an outbreak of which the competent local authority has stipulated shall be notified to them.
- 2) For the purposes of this clause:

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

 - i) in the case of a) and d) above with the date of the occurrence or discovery; or
 - ii) in the case of b) and c) above the date from which the restrictions on the Premises applied; and ending not later than the Maximum Indemnity Period thereafter shown below.

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

SECTION 2 - LOSS OF RENTAL INCOME

- 3) The Underwriters shall not be liable under this clause for any costs incurred in the cleaning, repair, replacement, recall or checking of property.
- 4) The Underwriters shall only be liable for the loss arising at those Premises which are directly affected by the occurrence, discovery or accident.

Maximum Indemnity Period shall mean 3 months.

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

2.10 Loss of Investment Income on Late Payment of Rent

If as a result of Damage the Underwriters are making a payment in respect of Rent Receivable and the payment by the Underwriters to You is made later than the date upon which You would normally expect to receive such Rent from the lessee the Underwriters will pay a further sum representing the interest which You would have earned by placing the money in Your deposit account on the earlier date.

2.11 Managing Agents Premises

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

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

2.12 New Business

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

2.13 Payments on Account

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

2.14 Prevention of Access

Subject to the terms and conditions of this Section, loss as insured by this Section resulting from interruption of or interference with the Business in consequence of loss, destruction of or damage to property in the vicinity of the Premises, where such loss, destruction or damage shall prevent or hinder the use of or access to the Premises, whether or not Your Premises or Your property in the Premises is damaged, shall be deemed to be Damage, but excluding loss resulting from loss or destruction of or damage to property of any supply undertaking from which You obtain electricity, gas, water or telecommunications services which prevents or hinders the supply of such services.

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

SECTION 2 - LOSS OF RENTAL INCOME

2.15 Professional Accountants and Legal Fees

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

- a) Your professional accountants for producing information required by the Underwriters, under Obligation 7.1e) of Section 7 - Claims Procedure, and for reporting that such information is in accordance with Your accounts;
- b) Your lawyers for determining Your contractual rights under any rent cessor clause or insurance break clause contained in the lease;

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

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

2.16 Rent Free Period

If at the date of the Damage any Premises insured by this Policy are subject to a rent free period under the terms of the lease then the Indemnity Period stated in the Certificate shall be adjusted by adding the unexpired portion of the rent free period to the number of years shown in the Certificate provided that the Underwriters' maximum liability does not exceed the Sum Insured or any Limit of Liability stated in the Policy whichever is the lower.

2.17 Subrogation Waiver

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

- a) any Company standing in relation of parent to subsidiary (or subsidiary to parent) to You; and
- b) any Company which is a subsidiary of a parent company of which You are a subsidiary; in each case within the meaning of the Companies Act or the Companies (NI) Order, as appropriate, current at the time of Damage;
- c) a tenant or lessee in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings unless Damage arises out of a criminal, fraudulent or malicious act.

2.18 Subsidence, Ground Heave and Landslip

Special Conditions for Peril L – Subsidence, Ground Heave and Landslip.

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

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

2.19 Value Added Tax

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

SECTION 3 - PROPERTY OWNERS' PUBLIC LIABILITY

Certain words have specific meanings for the purpose of this Section, these are shown below, and the General Definitions shown in Section 4 also apply to this Section. The General Conditions in Section 5 and General Exclusions in Section 6 also apply to this Section.

Definitions for Section 3

Territorial Limits a) Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Cover

Indemnity

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

- a) Injury to any person;
- b) loss of or damage to material property;

Limit of Indemnity

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

Libel and Slander

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

Provided always that:

- a) the indemnity granted by this clause will apply solely to the Insured's in-house and trade publications;
- b) the liability of the Underwriters under this clause will not exceed €325,000 in any one Period of Insurance.

Rented Premises

Exclusion 5) b) under '**What is not covered.**' shall not apply to premises leased, let, rented, hired or lent to You.

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

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

Exclusions

What is not covered (see also General Exclusions):

Legal liability:

- 1) arising out of:
 - a) work in or on aircraft;
 - b) work in or on airport or aerodrome runways, manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access; or
 - c) the ownership, possession or use by You or on Your behalf of any aircraft, watercraft (other than watercraft not exceeding 8 metres in length or any hand-propelled boat or pontoon);
- 2) arising out of the ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle or attached trailer.
- 3) in respect of Injury or loss of or damage to property caused by or in connection with any products, goods and services supplied by You;

SECTION 3 - PROPERTY OWNERS' PUBLIC LIABILITY

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

- 4) in respect of Injury to any Employee;
- 5) in respect of loss of or damage to:
 - a) property belonging to You; or
 - b) property which is leased, let, rented, hired or lent to You or which is the subject of a bailment to You;
- 6) arising out of professional advice, design or specification provided by You or on behalf of You for a fee;
- 7) for the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in the value of such land or premises;
- 8) assumed by You under agreement unless the conduct and control of claims is vested in the Underwriters but indemnity shall not in any event apply to liquidated damages, fines or penalties;
- 9) arising out of work undertaken or operations performed by You or on Your behalf;
- 10) for loss of or damage to that part of any property upon which You or anyone on Your behalf are or have been working where the loss or damage is the direct result of such work (including construction / renovation / demolition work that would be otherwise covered under any other insurance);
- 11) for aggravated, exemplary, vindictive or punitive damages awarded by any Court of Law;
- 12) for the first €250 of each and every occurrence in respect of loss or damage to property;
- 13) for any goods / property of others in Your care, custody and control.

Cover

Costs

The Underwriters will in addition:

- a) pay all other costs and expenses incurred with their written consent in respect of any claim which may be the subject of indemnity under this Section;
- b) pay solicitors fees incurred with its written consent for:
 - i) defence in any Court of Summary Jurisdiction of any proceedings brought against You in respect of breach or alleged breach of any statutory duty resulting in Injury; and
 - ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death; which may be the subject of indemnity under this Section;
- c) indemnify You and, at Your request, any director or Employee in respect of legal costs and expenses incurred with the Underwriters' written consent, and costs awarded against You and Your director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Safety and Health at Work Act 2005 provided that:
 - i) the proceedings relate to the health, safety or welfare of persons other than Employees;
 - ii) the Underwriters will not indemnify You in respect of:
 - (1) fines or penalties of any kind or the costs of appeal against improvement or prohibition notices;
 - (2) proceedings which result from any deliberate act by or omission by You, any director or Employee;
 - (3) costs and expenses insured by any other policy.

Additional Persons Insured

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

SECTION 3 - PROPERTY OWNERS' PUBLIC LIABILITY

- ii) any of Your directors or Employees in respect of liability arising in connection with the Business; provided that You would have been entitled to indemnity under this Section if the claim had been made against You.
- iii) provided that:
 - a) each such person shall, as though he were You, observe, fulfil and be subject to the terms of this Section insofar as they can apply;
 - b) the Underwriters shall retain the sole conduct and control of all claims;
 - c) where the Underwriters are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the Limit of Indemnity.

Compensation for Court Attendance

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

- a) any of Your directors or partners €325
- b) any Employee €130

Sales of Goods and Supply of Services Act 1980 - Legal Defense Costs

The Underwriters will pay all amounts You or, at Your request, any of Your directors or Employees become legally liable to pay in the defence of any criminal proceedings brought for a breach of the Sale of Goods and Supply of Services Act 1980 or any regulations made under the Act committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with their consent in an appeal against conviction arising from the proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of Your Business as stated on the Certificate;
- b) this extension shall apply only to proceedings brought in Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- c) You and Your directors or Employees shall give the Underwriters immediate notice of any summons or other proceedings against You or Your directors or Employees.

The Indemnity will not apply to legal liability:

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

Cross Liabilities

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

Data Protection Act 1998 Extension

The Underwriters will indemnify You in respect of liability arising under the Data Protection Act 1998 to pay compensation for damages or distress, provided that:

- a) the process of registration under the above Act has been commenced or completed by You and the application has not been refused or withdrawn;
- b) no liability arises as a result of the provision by You of the services of a Data Processor.

The total liability of the Underwriters including all costs and expenses shall not exceed €250,000 during any one Period of Insurance.

For the purposes of this extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 1998.

SECTION 3 - PROPERTY OWNERS' PUBLIC LIABILITY

The Indemnity will not apply to legal liability:

- a) in respect of the recording or provision of Data for reward or for determining the financial status of any person; or
- b) which arises as a result of Your deliberate act or omission and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission.

Discharge of Liability

The Underwriters may pay the Limit of Indemnity or any lesser amount for which any claim or claims against You can be settled and the Underwriters 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

Exclusions

What is not covered (see also General Exclusions):

Pollution or Contamination

Legal liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

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

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

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

Asbestos

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

Section 3 – General Exclusions

Terrorism

The Underwriters will not indemnify the Insured under this Section in respect of injury, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism.

Definition

Terrorism shall mean an act - whether involving violence or the use of force or not - or the threat or the preparation 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) - which is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

SECTION 4 – GENERAL DEFINITIONS

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

We/ Underwriters / Our / Us	Certain Underwriters at Lloyd's
Business	The Business stated in the Certificate, including in respect of Section 3: 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 Your prior consent by Employees for any of Your directors or senior officials; c) the ownership, maintenance and repair of Your Premises.
Consequential Loss	Any further loss of any kind that may arise due to, or as a result of, loss or destruction or any damage to any property whatsoever.
Employee	a) any person under a contract of service or apprenticeship with You; b) any person who is hired to or borrowed by You; c) any person engaged in connection with a work experience or training scheme; d) any labour master or person supplied by him; e) any person engaged by labour only sub-contractors; f) any self employed person working on a labour only basis under Your control or supervision; or g) any voluntary helper; while working for You in connection with the Business.
Excess	The first amount of each and every claim (as shown in the Certificate) for which You are responsible.
Insured / Policyholder / You / Your	The person(s) or company named in the Certificate.
Period of Insurance	The period shown in the Certificate and any subsequent period for which We accept Your premium for renewal of this Policy.
Policy	The Policy and Certificate and any endorsements attached or issued.
Premises	The Premises as stated in the Certificate.
Proposal	The signed Proposal or Statement of Fact and any additional information supplied to the Underwriters by You or on Your behalf.
Terrorism	Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or groups 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 to put the public, or any section of the public, in fear.

SECTION 5 – GENERAL CONDITIONS

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

5.1 Alteration in 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) whereby the Business is wound up or carried on by a liquidator or receiver or permanently discontinued; or
- e) whereby Your interest ceases except by will or operation of law;
- f) your insurance will become void if the insured property is let to Refugees and Asylum Seekers without prior agreement from the Underwriters.

unless such alteration is notified to and accepted by the Underwriters in writing.

5.2 Arbitration

If any difference shall arise as to the amounts to be paid under this Policy (liability being otherwise admitted) such difference shall be referred within twelve months of the dispute arising to an arbitrator who will be jointly appointed in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland. If the dispute has been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and not recoverable thereafter.

5.3 Cancellation

The Underwriters may cancel Your policy by giving You at least 14 days notice in writing.

If they cancel Your policy within 12 months of Your policy start date or renewal date, they will calculate the cost for Your period of cover and refund any balance due, unless a claim has been made.

Your policy will automatically end if:

- Your premium fails to be paid, although We may at Our discretion reinstate the cover if the premium is paid within 30 days.
- Your premium fails to be paid due to cancellation or non-payment within Your policy year.
- On renewal whether or not notified that You would like to continue the policy, We receive no premium payment for 30 days after Your renewal date unless agreed by Us.

Whilst the Underwriters shall not cancel Your policy because of claims made, they may at any time (where appropriate) cancel Your policy, or terminate any additional cover, or subject Your policy to conditions in line with reasonable underwriting practice if You have at any time, misled or attempted to mislead Us:

By this, they mean giving false information or keeping necessary information from them, either intentionally or carelessly, which may influence them when deciding:

- Whether You can become one of our policyholders.
- Whether any specific terms or additional exclusions should be applied to Your cover.
- Whether We have to pay any claim.
- Whether You can remain a policyholder.

Knowingly claiming benefits for any purpose other than for that which they are provided under the policy.

Otherwise You have failed to observe the terms and conditions of Your policy, failed to act with utmost good faith or committed fraud of any kind against the policy.

If the Underwriters cancel Your policy due to reasonable evidence of any of the above they will advise You in writing.

You can cancel this insurance at any time by writing to Your broker and returning Your Certificate of Insurance (if one has been issued to You). Any return premium due to You will depend on how long this insurance has been in force and whether You have made a claim or incidents have occurred that might give rise to a claim. The Underwriters reserve the right on refunding any premium paid if You have made a claim under this Policy.

5.4 Claims - The Underwriters' Rights

The Underwriters:

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

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

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

SECTION 5 – GENERAL CONDITIONS

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

5.5 Conditions Precedent to Liability

Every condition stated as a condition precedent that applies to this Policy (whether a Policy or Section Condition) shall apply from the time the condition attaches and continue to be in force during the whole currency of this Policy. Failure to comply with any such condition shall be a bar to any claim.

5.6 Contracts (Rights of Third Parties) Act

The parties to this contract do not intend that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

5.7 Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any loss, destruction or damage is occasioned by Your willful act or with Your connivance all benefit under this Policy shall be forfeited.

5.8 Identification

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

5.9 Insurable Interest

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

5.10 Interpretation

In this Policy;

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

5.11 Misrepresentation and Misdescription

This Policy shall be voidable in any event of misrepresentation, misdescription or nondisclosure in any material particular.

5.12 Observance of Terms

It is a condition precedent to any liability on the part of the Underwriters under this Policy that the terms hereof so far as they relate to anything to be done or complied with shall be duly and faithfully observed except in so far as it is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

5.13 Other Insurances and Average

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

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

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

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

SECTION 5 – GENERAL CONDITIONS

Applicable to Section 3 - Property Owners' Public Liability

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

5.14 Reasonable Precautions

You shall:

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

5.15 Subjectivity

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

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

Following the above actions the Underwriters reserve the right to:

- a) modify the premium;
- b) change the terms and conditions of the Policy;
- c) require You to make alterations to the Premises insured by required dates;
- d) cancel the Policy in accordance with General Condition 5.3;
- e) leave the Policy terms, conditions and premium unaltered.

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

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

The above conditions do not affect the Underwriters' right to void the Policy in accordance with General Condition 5.11 if information material to their acceptance of Your Proposal is discovered.

5.16 Subrogation

Any claimant under this Policy shall, at the request and at the expense of the Underwriters, take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by the Underwriters. The Underwriters shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name, at their own expense and for their own benefit, any claim for indemnity or damages or otherwise.

5.17 Data Protection Act

Underwriters will use personal data which we hold in accordance with the Data Protection Act 1998 and Data Protection (Amendment) Act 2003 for the following purposes.

It is understood by You that any information provided to the Underwriters regarding You will be processed by the Underwriters, their agents, sub-contractors, reinsurers and members of their group in compliance with the provisions of the Act(s), for the purpose of:

- Providing and administering the policy;
- Processing claims,
- Processing claims that are also covered by another insurer (dual insurance), or subject to a claim against another person or organisation (third-party claim);

SECTION 5 – GENERAL CONDITIONS

- Providing advice and counselling services;
- Detecting and preventing fraud or improper claims including exchanging information with other insurance companies, fraud-prevention agencies and the police;
- Statistical analysis to enable us to assess how the cover is used.

In assessing any claims made, the Underwriters may undertake checks against publicly available information such as Electoral Register, County Court Judgments, bankruptcy or repossession information.

Information may also be shared with other Underwriters either directly or via those acting for the Underwriters such as Loss Adjusters or investigators.

By proceeding with Your policy, You have signified Your explicit consent to such information being processed by the Underwriters or their agents. In some circumstances, Your data may need to be transferred outside the European Union. This will only be done where it is necessary for statistical analysis or claim approval. In such cases, We will only transfer the minimum data necessary for the analysis or claim to proceed. In all cases We will ensure that the data is kept securely and only used for the purposes for which You provided it.

5.18 E.U. Disclosure Clause (UK)

Notice to the Proposer/Insured

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to Irish Law.

5.19 Government Levy

Premiums are subject to Government Levy and/or contribution where applicable.

5.20 Insurance Act 1936

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

5.21 Finance Act 1990

Stamp duty has been or will be paid to the Revenue commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

All monies referred to and/or due under this Policy are expressed in and/or payable in Euro.

SECTION 6 – GENERAL EXCLUSIONS

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

6.1 *Applicable to all Sections*

Micro-organism Clause

The insurance by this Policy does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- a) any physical loss or damage to insured property;
- b) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- c) any one loss, occupancy or functionality; or
- d) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

6.2 *Applicable to Section 1 - Property Damage and Section 2 - Loss of Rental Income*

Sonic Bangs

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

6.3 *Applicable to all Sections*

War And Civil War

This Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

6.4 *Applicable to all Sections*

Radioactive Contamination And Explosive Nuclear Assemblies

This Policy does not cover:

- (a) loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations 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.

6.5 *Applicable to all Sections*

Date Recognition

The insurance by this Policy does not apply to:

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

- a) correctly to recognise any date as its true calendar date;
- b) to capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
- c) to capture, save or retain or correctly to process any data as a result of the operation of any command which has been programmed into the computer software being a command which causes the loss of data or the inability to capture, save retain or correctly to process such data on or after any date; but this shall not exclude subsequent Damage in respect of Section 1 (Property Damage) or subsequent interruption with the Business in respect of Section 2 (Loss of Rental Income) not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped from aircraft or other aerial devices, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal, provided such Peril is insured by the Section.

SECTION 6 – GENERAL EXCLUSIONS

6.6 *Applicable to all Sections*

Terrorism

- a) This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

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

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

6.7 *Applicable to all Sections other than Section 3 - Property Owners' Public Liability*

Contamination and Pollution Clause

- a) The insurance by this Policy does not cover any loss or damage due to contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.
- b) This exclusion does not apply if such loss or damage arises out of one or more of the following Perils:
 - Fire, Lightning, Explosion, Impact of Aircraft
 - Vehicle Impact, Sonic Boom
 - Accidental Escape of Water from any tank, apparatus or pipe
 - Riot, Civil Commotion, Malicious Damage
 - Storm, Hail
 - Flood, Inundation
 - Earthquake
 - Landslide, Subsidence
 - Pressure of Snow, Avalanche
 - Volcanic Eruption
- c) If a Peril not excluded from this Policy arises directly from pollution and/or contamination any loss or damage arising directly from that Peril shall be covered.
- d) All other terms and conditions of this Policy shall be unaltered and especially the exclusions shall not be superseded by this clause.

6.8 *Applicable to all Sections*

Electronic Data

1) Electronic Data Exclusion

- a) The insurance by this Policy does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

SECTION 6 – GENERAL EXCLUSIONS

- b) However, in the event that a Peril listed below results from any matters described in paragraph a) above, this insurance, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Period of Insurance to the Property Insured by this Policy directly caused by such listed Peril.

Listed Perils:

Fire

Explosion

2) **Electronic Data Processing Media Valuation**

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

6.9 *Applicable to all Sections*

Marijuana Clause

This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any insured property being used in whole or in part for the cultivation, harvesting, processing, manufacturing, distribution or sale of marijuana or any product derived from or containing marijuana.

6.10 *Applicable to all Sections*

Illegal Activity Clause

This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any insured property being used in whole or in part for any illegal activity.

SECTION 7 – CLAIMS PROCEDURE

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

Your claims will be dealt with by:

Everest Underwriting

Park House,
Unit 21
Venture Point
Stanney Mill Road
Cheshire
CH2 4NE

Phone 0845 606 6788

Website www.everestunderwriting.com

7.1 Your Obligations

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

- a) tell the Underwriters as soon as reasonably possible and give the Underwriters all the assistance they may reasonably require;
- b) tell the Police as soon as reasonably possible if the Damage is due to any actual or suspected criminal act;
- c) send to the Underwriters immediately any intimation of a claim from a third party, writ, summons or other legal proceedings issued against You;
- d) supply, at Your own expense, full details of the claim in writing within the following periods:
 - i) 7 days for Damage by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, theft or political disturbances or vandals or malicious people;
 - ii) 30 days after the expiry of the Indemnity Period under Section 2 - Loss of Rental Income; and
 - iii) 30 days after any other Damage, interruption or Injury;
- e) provide all the help and assistance and co-operation required by the Underwriters in connection with any claim to include supplying, as soon as reasonably practicable, any supporting evidence and information that they require;
- f) take action following circumstances likely to give rise to a claim to:
 - i) minimise the Damage;
 - ii) prevent further Injury or Damage; and
 - iii) avoid interruption with the Business.

7.2 Negotiations

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

The Underwriters will not pay any claim if their position is prejudiced for any reason as a result of Your failure to comply with 7.1 or 7.2 above.

7.3 The Underwriters' rights

- a) The Underwriters have the right to take over the defence or settlement of a claim against You by another person.
- b) The Underwriters have the right to the salvage of any Property Insured.
- c) The Underwriters have the right to enter the building where the Damage has happened, and to take and keep any of the Property Insured, and to deal with salvage in a reasonable manner.

7.4 Fraud

If any:

- a) claim made under this Policy by You or anyone acting on Your behalf is fraudulent or intentionally exaggerated in any way;
- b) false declaration or statement is made;
- c) fraudulent device is used to support the claim;
- d) loss, Injury, destruction or Damage is caused by Your willful act or with Your connivance; then:
 - i) all benefit under this Policy shall be forfeited;
 - ii) the Underwriters shall have no obligation to indemnify in respect of any other claim made under this Policy whether such claim is made before or after the fraudulent claim;
 - iii) the Underwriters shall have the right to recover any monies paid to You under this Policy during the Period of Insurance whether or not such payment was made before or after the fraudulent claim.

SECTION 8 – ENQUIRIES AND COMPLAINTS PROCEDURE

To avoid misunderstandings, You must read the information supplied when and before taking up your cover. If You are unsure about any aspect, You should, in the first instance, contact the Insurance Broker who arranged the Policy for You.

We aim to provide a high level of service to all our customers but occasionally things can go wrong. When this happens We will do what we can to put things right.

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

Complaints Procedure

If You have a complaint about the sale of Your policy, You should, in the first instance, contact the Insurance Broker who arranged the Policy for You.

If You have a complaint about Our service or the administration of Your policy, please contact Us in the first instance by telephoning 0845 606 6788. We will aim to resolve Your complaint over the telephone by close of business the following working day.

If You prefer to put Your complaint in writing please send it to:

The Compliance Officer,

Everest Underwriting, Unit 21, Venture Point, Stanney Mill Road, Ellesmere Port, Cheshire CH2 4NE

We will aim to respond to any written complaints within 5 working days.

If Your telephone complaint is not resolved to Your satisfaction by close of business the following working day or We are not in a position to respond to Your written complaint within 5 working days, We will send You written acknowledgment of Your complaint together with the next steps We will be taking to resolve it.

Who does Your complaint relate to?

Should Your complaint relate to the administration/sale/claim or an underwriting decision on Your policy, for which Everest have control, Everest, will acknowledge receipt of Your complaint and will respond directly to You.

Should Your complaint be in relation to a decision outside of the control of Everest or any other matter Everest will acknowledge receipt and state which company and/or underwriter will be dealing with Your complaint and when You can expect to receive a further response.

Timescales:

In the unlikely event that Your complaint with Everest remains unresolved 4 weeks after being made, Everest will send You either a final response or a letter explaining why We are not yet in a position to resolve Your complaint, advising You when We will be in contact again.

If after 8 weeks of making Your complaint Everest is still not in a position to give You a final response, We will send you a letter explaining the reason for the delay and Your next steps.

Underwriters at Lloyd's

Policies underwritten by certain Underwriters at Lloyd's, operate via a two stage complaints process, Everest will advise the Underwriters directly of any complaint received.

Where the Underwriter has received Your complaint and where that complaint cannot be resolved, by close of business on the following working day the Underwriters will send You written acknowledgement within 5 days of the initial complaint, detailing Lloyd's internal processes for the reasonable and prompt handling of complaints and advising when they will next be in contact.

Thereafter, within two weeks of your initial complaint, the Underwriter will ensure that you are kept informed of the progress and the measures being taken for the resolution of your complaint providing you with a response to your complaint if available.

If, after receiving this response You feel the matter is/has not being/been resolved to Your satisfaction, or If You have not heard from the Underwriters within the two weeks then You are entitled to refer the matter to Lloyd's Policyholder & Market Assistance Department and ultimately If the complaint is still not resolved to Your satisfaction, You may be entitled to refer the matter to the Financial Ombudsman Service (FOS) UK or Financial Services Ombudsman (FSO) Ireland.

[Referral to Lloyd's](#)

If, following the Underwriters review, You wish to ask Lloyd's to investigate Your complaint you may do so by contacting:

[Policyholder and Market Assistance](#)

Lloyd's, One Lime Street, London, EC3M 7HA

Email: complaints@lloyds.com

Telephone +44 (0) 20 7327 5693

Fax +44 (0) 20 7327 5225

www.lloyds.com/complaints

[Referral to Financial Ombudsman Service \(FOS\) or Financial Services Ombudsman \(FSO Ireland\)](#)

If following receipt of Everest's final response/8 week letter or following Lloyd's consideration of Your complaint, You feel the matter has still not been resolved to Your satisfaction, You may be entitled to refer the matter to the FOS (UK) or the FSO in Ireland. The FSO is an independent body that can arbitrate on complaints after You have been provided with written confirmation that internal complaints procedures have been exhausted.

Both Everest and Lloyd's will send You a FOS leaflet with further information at the appropriate time.

Contact details for both the FOS and FSO are below:

[The Financial Ombudsman Service,](#)

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone 0800 0234 567

Telephone 0300 123 9 123

www.financial-ombudsman.org.uk

[The Financial Services Ombudsman](#)

32 Upper Merrion Street, Dublin 2,

Telephone: 01 6620899

Email: enquiries@financialombudsman.ie

www.financialombudsman.ie

FINANCIAL SERVICES COMPENSATION SCHEME

Benefits insured by Certain Underwriters at Lloyd's and administration/sales services provided by Everest, are covered by the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the Scheme if Everest or Lloyd's Underwriters are unable to meet their obligations to the Insured under this contract. If the Insured is entitled to compensation under the Scheme, the level and extent of the compensation would depend on the type of business and circumstances of the claim, Non-compulsory insurance products and insurance advising and arranging is covered for 90% of the claim, without any upper limit.

Further Information about the Scheme is available from the:

[Financial Services Compensation Scheme \(FSCS\)](#)

10th floor Beaufort House, 15 St Botolph Street, London EC3A 7QU

www.fscs.org.uk.