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Commercial Property Owners Insurance



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Thank you for choosing iSure Underwriting for **Your** Property Owners **Policy**. iSure offers a range of specialist insurance products to meet the needs of businesses and are passionate about providing exceptional service to **You** when **You** need it. iSure's specialist expertise and passion is supported by our partnership with leading insurers and this **Policy** is a contract between **You** and the insurers (**Us**) as declared in the **Schedule**.

iSure Underwriting is a trading name of Imperium Insurance Management Ltd (IIM), authorised and regulated by the Financial Conduct Authority (FCA), Firm Reference Number 617085. IIM is an Appointed Representative of Direct Insurance Group Plc, authorised and regulated by the Financial Conduct Authority, Firm Reference Number 306080.

You can check the FCA website at www.fca.org.uk which includes a register of all the firms they regulate.



Important Information

How to make a claim

If **You** need to make a claim on **Your Policy** please check the coverage and then contact **Your Insurance Broker**. If for any reason **You** cannot contact **Your Insurance Broker** please contact iSure at:

Email: claims@isureunderwriting.ie

Telephone: (353) 15267987

Our claims helpline is available 24 hours a day, 7 days a Week

Post: Davies Managed Systems
Po Box 2081
Stoke-on-Trent
ST4 9DN

Please note when making a claim, **You** must follow the Claims Condition under **Your** policy as defined under General Condition 3. Claims.

For legal advice and claims

Telephone: **1 890 868 000** quoting 'iSure Business Helpline' and ask to speak to a legal adviser.

This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a legal expenses claim, **You** must use the helpline first.

How to make a complaint

If **You** need to make a complaint please refer to the Complaints Procedure section at the end of **Your** policy wording.

Policy Information

Your Policy

This Property Owners Insurance **Policy** is between **You** and **Us** as declared in the **Schedule**.

This document, the **Schedule** and any attached endorsements is the **Policy** which sets out this insurance. It should be read as one document. It is a legal contract, so please read all of it carefully and make sure it meets **Your** needs and that **You** understand it.

If **You** have any questions about these documents, please contact **Your Insurance Broker** who will be pleased to help **You**.

Words in **bold** type face used in this document, other than in the headings, have specific meanings attached to them as set out in the Definitions Section.

Policy period and premium

We will, in consideration of the payment of the premium and for the **Period of Insurance**, provide insurance in accordance with the sections of the **Policy** shown as 'operative' in the **Schedule**, subject to the conditions, exceptions and endorsements of the **Policy**. This insurance is renewable provided we agree to accept **Your** premium for any subsequent **Period of Insurance**.

We will cover **You** under those Sections shown in the **Schedule** where an amount (or "as shown in the policy wording") is inserted during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the **Policy** are met.

If **You** are not satisfied with the cover provided by this **Policy**, please return the documents to **Your Insurance Broker** within 14 days of receiving them. As long as **We** have not paid a claim, **We** will return any premium **You** have paid.

Language and law applicable to the Contract

This insurance is written in English and all communications about it will be in English. Unless **We** have agreed otherwise with **You**, this contract is governed by Irish law.

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

Conditions Precedent

This **Policy** contains a number of conditions precedent. Where a clause is worded as a condition precedent, breach of such clause by **You** will entitle **Us** to deny **Your** claim.

Definitions

These definitions apply throughout your **Your** policy and wherever they appear **bold** they will always have the following meanings

Our/Us/We

The Insurer detailed in the **Schedule**.

You/Your

The person, people or the company shown as the insured in the **Schedule**.

Asbestos

Asbestos or fibres or particles of **Asbestos** or any material containing **Asbestos**.

Bodily Injury

Death, physical injury, illness, disease, mental injury and mental anguish.

Buildings

The **Buildings** at **Your Premises**, including

1. landlords fixtures and fittings in or on **Your Premises**
2. outbuildings, extensions, annexes, garages
3. boundary walls, gates and fences
4. roads, pavements, yards, car parks, car ports, patios and terraces
5. underground pipes and cables belonging to **You** or for which **You** are responsible
6. tenants' improvements for which **You** are responsible for as owner of the **Building** and situated at the **Premises**
7. the **Shop Front** unless insured under a separate item.

Business

The activities directly and solely connected with the business as described in the **Schedule** and **Proposal** including

- 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) work that is being carried out on behalf of a director or officer by an **Employee** with **Your** consent
 c) the maintenance decoration and repair of Property at the **Premises** owned by **You** in connection with **Your Business**.

Claimant's Costs

Costs and expenses incurred by a claimant or in relation to a claim against **You**.

Costs and Expenses

Costs and Expenses shall mean

- **Claimant's costs**
- **Defence costs**
- **Prosecution costs.**

Damage

Physical loss or destruction of or damage to tangible property.

Employee

Any of the following people working for **You** in connection with **Your Business**.

- a) anyone who has entered into or works under a contract of service or apprenticeship with **You**
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person working on a labour only basis under **Your** control or supervision
- d) a voluntary helper
- e) anyone who is engaged under a work experience scheme or similar scheme
- f) anyone who is hired or borrowed by **You**.

Excess

The first amount of any claim for which **You** are responsible as specified in the **Schedule**.

Government Action

Martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

Offshore

From the time of

- (a) embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform; or
- (b) embarkation by an **Employee** onto a conveyance for the purpose of transferring from an offshore rig or offshore platform onto another offshore rig or offshore platform

until disembarkation by an **Employee** from a conveyance onto land upon return from an offshore rig or offshore platform.

Period of Insurance

The length of time covered by this insurance (as shown in the **Schedule**) and any extra period for which **We** accept **Your** premium.

Policy

The **Policy** and **Schedule** and any endorsements attached or issued.

Premises

The **Premises** owned or occupied by **You** as stated on the **Schedule**, for the purposes of the **Business**.

Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business** and not in **Your** charge or control.

Property Insured means

Buildings including **Shop Front**

- Landlord's Contents
- other property belonging to **You** or for which **You** are responsible and as shown in the **Schedule**.

Proposal

The signed **Proposal** or Statement of Fact and declaration and any additional information supplied to **Us** by **You** or on **Your** behalf.

Prosecution Costs

Costs and expenses incurred by a prosecuting authority which **You**, **Your** partners, directors or **Employees** are ordered to pay by the Court in relation

to a prosecution against **You**, **Your** partners, directors or **Employees** in connection with the **Business**.

Schedule

The latest schedule issued by **Us** .

Territorial Limits

- a. Republic of Ireland
- b. elsewhere in the world in connection with temporary non-manual visits undertaken in the course of the **Business** by any person normally resident in the territories described in a. above.

Terrorism

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

Unoccupied

Untenanted, empty or disused for more than thirty (30) consecutive days.

War

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion, assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution or military or usurped power.

General Conditions

1. Duty of Disclosure

This **Policy** shall be voidable in any event of misrepresentation, mis-description or non-disclosure in any material particular.

2. Alteration in Risk

We shall not be liable to make any payment under this **Policy** if, after the commencement of this insurance there is

- a. any alteration, change in the **Business**, or change in the occupation or use of the **Premises** whereby the risk of **Damage**, accident or liability is increased
- b. the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued or
- c. **Your** interest in the **Business** or the **Premises** ceases except by will or operation of law unless **You** have provided us with such information and such agreement has been agreed by **Us** in writing.

3. Claims

It is a condition precedent to **Our** liability under this **Policy**, that on the happening of any event which may give rise to a claim or loss under this **Policy**, **You** must

- a. notify **Us** as soon as reasonably possible of the event
- b. take, or allow others to take, practical steps to prevent further loss or **Damage**, recover property lost and otherwise minimise the claim
- c. advise the police immediately of any **Damage** or loss of property caused by theft, attempted theft, or malicious persons
- d. at **Your** expense provide to **Us**
 - i. full written details of any injury, loss or **Damage** within 14 days of the date on which the injury, loss, or **Damage** occurs (or 7 days in respect of injury loss or **Damage** caused by theft or attempted theft, riot, civil commotion or malicious persons)
 - ii. such detailed particulars, receipts, documents and evidence as **We** may reasonably require within 30 days of the date of **Our** request
 - iii. details of any other relevant insurances
- e. allow **Us** or anyone authorised by **Us** access to the **Premises**
- f. allow **Us** to take possession of, or request delivery to **Us** of any **Property Insured**
- g. not abandon any **Property Insured** to us without

Our prior written consent.

It is a condition precedent to **Our** liability under this **Policy** in respect of claims against **You** that **You** must

- a. immediately forward to **Us** on receipt any letter, proceedings, writ, court documents, Claim Form, or Summons
- b. allow us complete control of any proceedings or settlement
- c. not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent.
- d. immediately notify **Us** when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry
- e. if demanded, provide a statutory declaration of the truth of the claim and any matters connected with it.

4. Contracts

We and **You** do not intend that any clause or term of this **Policy** should be enforceable by any person who is not a party to this **Policy**.

5. Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, **We**

- a. will not be liable to pay **Your** claim
- b. may recover from **You** any sums already paid in respect of **Your** claim; and
- c. may, after providing notice to **You**, treat the **Policy** as
 - having terminated with effect from the time of the fraudulent act.

6. Subrogation

You shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**. **We** 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 **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

7. 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 to an arbitrator to be appointed by **You** and **Us** in accordance with the Arbitration Act 2010 or

subsequent legislation, based in Dublin. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

8. Governing Law and Jurisdiction

This **Policy** is governed by Irish Law. Any dispute concerning liability under this **Policy** or the validity of this **Policy** is subject to the exclusive jurisdiction of the High Court of Republic of Ireland.

9. Reasonable Precautions

You must

- a. take all reasonable precautions to prevent occurrences which may give rise to **Damage** or **Bodily Injury**
- b. maintain the **Premises** in a good state of repair
- c. take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority and
- d. take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

10. Cancellation

Our Rights

We shall not be bound to accept any renewal of this **Policy** and may at any time give 21 days' notice of cancellation by recorded delivery to **Your** last known address. This termination shall be without prejudice to any of any rights or **Your** claims of **You** or **Us** prior to the expiration of such notice.

Provided that there have been

- no claims made under the **Policy** for which **We** have made a payment
- no claims made under the **Policy** which are still under consideration
- no incident to the best of your knowledge and belief likely to give rise to a claim during the current **Period of Insurance**.

You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this **Policy**. However if a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance**, no refund for the unexpired portion of the premium will be given.

Your Rights

You may cancel this **Policy** in the first year of insurance during the 14 days after the contract has been concluded by giving notice in writing to **Your** Insurance Broker at the address shown in their correspondence. This right does not apply at the first or any subsequent renewal of the **Policy**.

Provided that there have been

- no claims made under the **Policy** for which **We** have made a payment
- no claims made under the **Policy** which are still under consideration
- no incident likely to give rise to a claim during this 14 day period

We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this **Policy** subject to minimum premium of €50.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no refund for the unexpired portion of the premium will be given.

11. Discharge of Liability

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

12. Fire Extinguishing Appliances

It is a condition precedent to **Our** liability that any fire extinguishing appliances that are kept at the **Premises** are maintained in efficient working order.

13. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950, as amended.

14. Unoccupied Buildings

Whenever the **Buildings** or any part thereof are **Unoccupied** the **Unoccupied Buildings** Condition will apply. **We** must be notified in writing immediately any **Unoccupied Buildings** or **Unoccupied** portion of the **Buildings** becomes occupied or any occupied **Buildings**, or portions thereof, become **Unoccupied**.

Unoccupied Buildings Condition

1. It is a condition precedent to **Our** liability in respect of **Unoccupied Buildings** that
 - a. the **Buildings** are inspected internally at least once during each week by **You** or on **Your** behalf

- b. all trade refuse and waste materials are removed from the interior of the **Unoccupied Buildings** and no accumulation of refuse and waste be allowed in the adjoining yards or spaces owned by **You** or under **Your** control
 - c. **You** must secure the **Building** and put all protective and locking devices and any alarm protection into full and effective operation with letterboxes sealed to prevent the accumulation of mail
 - d. the gas, water and electricity supplies are turned off at the mains (except electricity needed to maintain any fire, or intruder alarm system in operation) and any sprinkler system be drained and during the months of October to March (inclusive) the water system be drained
 - e. **You** shall implement any additional protections **We** may require within the time scale specified by **Us**.
2. Specified perils 5,6,7,8,9,10,11,12,13 and 14 specified in Sections 1 and 2 shall not apply to **Unoccupied Buildings**.

15. Survey Condition

If this **Policy** has been issued subject to **Us** completing a survey of the **Premises** or of any other location(s) as specified by **Us**, then pending completion of such survey(s) Cover is provided by **Us** on the terms, conditions, provisions and limits as specified in the **Policy** and in the Sections of the **Policy**.

In the event that a survey should show that a risk or any part of it is not satisfactory in **Our** opinion, then **We** reserve the right to either alter the terms and conditions of the Cover or to suspend or withdraw Cover from the date Cover was incepted or renewed or for any other period specified by **Us**. It is a condition of **Ours** that **You** must comply with all survey risk improvements required and within the timescales specified by **Us**.

In the event that a risk improvement is not completed or risk improvement procedures are not introduced within the completion timescales specified by **Us**, then **We** reserve the right to either continue Cover subject to alteration of the terms and conditions of such Cover, or to suspend or withdraw Cover effective

- a. from the date Cover was incepted or renewed or
- b. from the expiry of any time period specified by **Us** for completion/introduction of the required survey risk improvements or
- c. for any other period specified by **Us**.

If the terms or conditions of Cover are amended by **Us**, then **You** will have fourteen (14) days to accept or reject the revised basis of Cover.

16. Insurance Act 1936

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

17. 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 **Us** and pay an additional premium if required.

General Exceptions

Each Section of this **Policy** contains Exceptions and must be read in conjunction with the following General Exceptions which apply to all Sections unless otherwise stated.

This **Policy** does not cover

1. Radioactive and Nuclear Risks

Damage or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

ionising radiations or contamination by

- a. radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c. any weapon or device using radioactive material and/or ionising radiations and/or atomic or nuclear fission and/or fusion or other like reaction or radioactive force
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

Subject to indemnity under the Employers Liability Section as far as concerns **Bodily Injury** caused to any of **Your Employees** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this General Exception shall only apply

- i. in respect of liability of any Principal
- ii. in respect of liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

2. War, Government Action and Terrorism

- a) **Damage** or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - i. **War, Government Action or Terrorism**
 - ii. riot or civil commotion in Northern Ireland
- b) Legal liability of whatsoever nature or any **Costs and Expenses** whatsoever directly or indirectly caused by or contributed to by or arising from **War**,

Government Action or Terrorism except to the extent stated in the Liability Provisions below.

In any action, suite or other proceedings where **We** allege that by reason of this Exception as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or consequential loss is not covered by this **Policy** the burden of proving that such **Damage**, loss expense or consequential loss is covered shall be upon **You**.

Liability Provisions

Subject otherwise to the terms, definitions, exceptions provisions and conditions of this **Policy**

1. **We** will indemnify **You** under Section 4 -Employers Liability - provided that in respect of any one claim or series of claims arising out of any one event or series of events arising from a single source or original cause **Our** liability in respect of all compensation and **Costs and Expenses** directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed €6,500,000.
2. **We** will indemnify **You** under Section 3 – Property Owners Liability - against legal liability to pay compensation and **Claimant's Costs** directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability for all compensation (including interest thereon) and **Claimant's Costs** shall not exceed
 - a. In respect of or arising out of any one event or series of events arising from one source or original cause €2,600,000 or the amount of the Section 3- Property Owners Liability Sub-Section - Limit of Indemnity stated in the **Schedule**, whichever is the lower, but in respect of **Products** this limitation shall apply to all events occurring in the **Period of Insurance**
 - b. In respect of all pollution or contamination consequent upon **Terrorism** and which occurred during the **Period of Insurance** €2,600,000 in the aggregate or the amount of the Section 3 – Property Owners Liability - Limit of Indemnity stated in the **Schedule** whichever is the lower.

3. Date Recognition (Not applicable to Section 4 - Employers Liability)

Damage, accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or other equipment or system for processing, storing or receiving data or any computer software whether **Your** property or not

- a. to recognise correctly any date as its true calendar date
- b. to capture, save or retain and/or manipulate,

interpret or process correctly any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

- c. to capture, save, retain or process correctly any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture, save, retain or to correctly process such data on or after any date.

In respect of Section 1 – Property Damage and Section 2 – Loss of Rental Income this General Exception shall not exclude subsequent **Damage** not otherwise excluded which itself results from fire, lightning, explosion, aircraft, or other aerial devices, or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, theft or impact by any vehicle or animal.

4. Computer Virus and Hacking

- a. **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by **Virus or Similar Mechanism or Hacking**
- b. Financial loss directly or indirectly caused by or arising from **Virus or Similar Mechanism or Hacking**.

but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this **Policy** and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons (Including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe, impact by any vehicle or animal.

Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not, including but is not limited to Trojan horses, worms and logic bombs.

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data whether **Your** property or not.

5. Sonic Bangs

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

6. Territorial Limits

Damage or **Bodily Injury** arising outside the **Territorial Limits**.

7. Trading Restrictions and Sanctions

We shall not be deemed to provide Cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such Cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

8. Microorganism Exception

Damage, loss, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism 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 Exception applies regardless whether there is (i) any physical loss or **Damage to Property Insured**; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exception replaces and supersedes any provision in the **Policy** that provides insurance, in whole or in part, for these matters.

9. Biological or Chemical Materials Exception

Damage, loss, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

10. Excesses

The amount of any applicable **Excess**.

Section 1 - Property Damage

Definitions

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** type in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

Shop Front

The whole front, all fixed glass in it, frames and if fixed to the **Building(s)** any shutters, blinds, lettering, ornamenting, alarm foil and fitments belonging to **You** or for which **You** are responsible.

Landlords Contents including Common Parts

- a) fixtures and fittings that do not form part of the structure, furniture and furnishings owned by **You** or for which **You** are responsible up to a limit stated in the **Schedule**
- b) video, audio, building management systems and security equipment, and other similar property belonging to **You** and for which **You** are responsible as landlord up to the limit of €5,000 per **Premises** unless stated otherwise in the **Schedule** but excluding
 1. curios, works of art, antiques, sculptures or rare books where the value of any one article exceeds €1,000
 2. property more specifically insured under other insurances
 3. partners, directors and **Employees** personal effects (other than motor vehicles) whilst at the **Premises** for an amount exceeding €500 any one person.

Glass

Plain plate, plain sheet, laminated glass and polycarbonate sheeting fixed in windows, doors, fanlights, and rooflights and glass fixed in wall mirrors, shelves, showcases and counter-cases, including lettering fixed to such glass.

Cover

We will indemnify **You** in respect of **Damage** to **Property Insured** occurring during the **Period of Insurance** at the **Premises** and caused by each of the following Specified Perils as they appear in the **Schedule** subject to the **Excess**.

Specified Perils

1. Fire

but **We** will not indemnify **You** for **Damage**

- a. caused by explosion resulting from fire
- b. caused by earthquake or subterranean fire
- c. to that portion of any item of the **Property Insured** caused by its own self ignition, leakage of electricity, short circuiting or over running
- d. caused by
 - i. its own spontaneous fermentation or heating
 - ii. its undergoing any heating process or involving the application of heat.

2. Lightning.

3. Explosion

but **We** will not indemnify **You** for **Damage**

- a. caused by the bursting of any boiler, economiser or other vessel machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only
 - b. to any vessel, machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude **Damage** caused by explosion of any boiler or gas appliance used for domestic purposes only.
4. **Aircraft and /or other aerial devices and/or articles dropped therefrom.**

5. Earthquake.

6. Riot, civil commotion, strikers, locked-out workers, or persons taking part in labour disturbances, or malicious persons

but **We** will not indemnify **You** in respect of **Damage**

- a. arising from the cessation of work
- b. arising from confiscation or destruction or requisition by order of the Government or any public authority
- c. directly caused (other than by Fire or Explosion) by malicious persons not acting on behalf of or in connection with any political organisation

- i) by theft of attempted theft
- ii) in respect of any **Building** which is **Unoccupied** or not in use.

7. Subterranean Fire.

8. Storm or Flood

but **We** will not indemnify **You** for **Damage**

- a. attributable solely to change in the water table level or
- b. caused by
 - i. subsidence, ground heave or landslip
 - ii. frost
 - iii. felling, lopping, pruning of trees or
 - iv. to fences, gates and moveable property in the open or in open sided **Buildings**.

- 9. **Escape of Water** from any tank apparatus, pipe or escape of fuel from any fixed oil heating installation

but **We** will not indemnify **You** for **Damage** caused by water discharged or leaking from an automatic sprinkler installation.

10. Impact by any animal or road vehicle.

- 11. **Accidental Escape of Water** from any Automatic Sprinkler Installation fitted in the **Premises**

but **We** will not indemnify **You** in respect of **Damage**

- a. caused by explosion, earthquake, subterranean fire or heat caused by fire
- b. caused by repairs, alterations or extensions to the **Buildings** and/or sprinkler installations or
- c. to the automatic sprinkler installation itself other than such **Damage** caused by water accidentally discharged or leaking from the installation

Subject to the following special condition

1. when any changes, repairs or alterations to the automatic sprinkler installation(s) are proposed, **You** must advise **Us** and obtain **Our** prior agreement to such repairs, changes or alterations
2. **We** must have access to the **Premises** at all reasonable times for the purpose of inspection and **We** will notify **You** of any defects in the construction or condition of the automatic sprinkler installation(s) requiring alteration or repairs. **We** may also suspend cover under this Specified Peril until such alterations or repairs have been completed to **Our** approval.

- 12. **Theft or attempted Theft** involving entry or exit from the **Buildings** by forcible and violent means

but **We** will not indemnify **You** for **Damage**

- a) to property in any garden yard, paving, trees, plants and landscaping

- b) caused by or through any tenants of the **Buildings** or any of **Your** partners, directors or **Employees**.

13. Accidental Damage

but **We** will not indemnify **You** for

- a. **Damage** caused by or specifically excluded from any of the Specified Perils in this Section
- b. **Damage** caused by or consisting of
 - i. inherent vice, latent defect, gradual deterioration, change in water table level, frost, wear and tear
 - ii. faulty or defective design or materials, faulty or defective workmanship, operational error or omission by **You**, **Your** partners, directors, or **Employees**, or contracted consultants

but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded

- c. **Damage** caused by or consisting of

- i. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
- ii. change in temperature, colour, flavour, texture or finish the action of light or atmosphere
- iii. joint leakage, failure of welds, cracking, fractioning, collapse or overheating of boilers, economisers, super heaters, pressure vessels or any range of steam and feed piping in connection therewith
- iv. mechanical or electrical breakdown, derangement or overloading in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude subsequent **Damage** which itself results from a cause not otherwise excluded

- d. **Damage** caused by or consisting of

- i) settling, shrinkage or expansion of foundations, walls, floors, ceilings or roof settlement or bedding down of new structures or extensions, subsidence, ground heave or landslip
- ii) unexplained disappearance, unexplained shortage, inventory shortage, misfiling or misplacing of information

- e. **Damage** to **Buildings** caused by their own collapse or cracking however **We** will indemnify **You** in respect of such **Damage** if it results from a Specified Peril and is not otherwise excluded

- f. **Damage** to

- i) moveable property in the open by wind, rain,

- hail, sleet, snow, flood or dust
- ii) **Property Insured** in transit by air or sea or inland waterway or road
- g. **Damage** in respect of
 - i. **Buildings** or structures in course of construction or erection and materials or supplies in connection with all such construction or erection
 - ii. land, road, pavements, piers, jetties, bridges, culverts or excavations
 - iii. vehicles licensed or intended to be licensed for road use including access ones thereon attached or unattached caravans, trailers, watercraft or aircraft
 - iv. livestock, growing crops or trees
 - v. jewellery, precious stones or precious metals or articles composed of them, bullion, furs, curiosities, rare books or works of art
 - vi. money, or credit cards of any description
 - vii. fixed glass and sanitary ware other than as defined in **Buildings** unless specifically stated in the **Schedule** and the **Damage** is not otherwise excluded
- h. **Damage** arising from any acts of fraud or dishonesty
- i. **Damage** to **Property Insured** resulting from its undergoing
 - i) any process of production
 - ii) any process of packaging treatment, testing, commissioning, cleaning ,servicing, repair or any other similar process.
- 14. **Subsidence, Ground Heave or Landslip** of any part of the **Premises** on which the property stands, but **We** will not indemnify **You** for **Damage**
 - i. arising from the settlement or movement of made-up ground or by coastal or river erosion
 - ii. arising from collapse, cracking, shrinkage, expansion or settlement of **Buildings** or any part thereof
 - iii. occurring as a result of the construction, demolition, alteration or structural repair of any **Buildings/structures** at the **Premises**
 - iv. arising from the normal settlement or bedding down of new structures
 - v. that has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
 - vi. commencing prior to the inception of cover under this **Policy**
 - vii. to forecourts, car parks, roads, pavements, yards, patios, walls, gates, fences, landlords fixtures and fittings, paved areas or footpaths unless such property is specifically insured by this Section and if **Damage** occurs to the

Buildings to which such property applies and those **Buildings** are insured by Section 1 of this policy.

Basis of Claims Settlement

We will pay **You** the value of the **Property Insured** at the time of its loss or destruction, or the amount of the **Damage**, or at **Our** option will reinstate or replace such **Property Insured** or any part thereof.

The most **We** will pay for any incident of **Damage** is

- a) the Total Sum Insured, or for each item its individual Sum Insured, or any other Limit of Indemnity in this Section whichever is the less at the time of **Damage**
- b) the amount of the Sum Insured or Limit of Indemnity remaining after deduction for any other **Damage** occurring during the same **Period of Insurance**, unless **We** agree to reinstate any such Sum Insured or Limit of Indemnity.

Automatic Reinstatement of Loss

Unless there is written notice by **Us** to the contrary, in consideration of Sums Insured or limits of liability not being reduced by the amount of any claim provided that **You** undertake to pay the appropriate additional premium but will not apply to theft or attempted theft.

Basis of Claims Settlement Adjustments

1. Reinstatement (Day One)

- a) the amount payable in respect of **Buildings** and **Contents** shall be the cost of reinstatement of the property lost, destroyed or damaged

For this purpose Reinstatement means

- i. the rebuilding or replacement of **Property Insured** lost or destroyed which, provided **Our** liability is not increased, may be carried out
 1. in any manner suitable to **Your** requirements
 2. upon another site
- ii. the repair or restoration of **Property Insured** damaged

In either case to a condition equivalent to, or substantially the same as, but no better or more extensive than its condition when new

- b) **You** having stated in writing the Declared Value shown in brackets below the Sum Insured for each

of the said items the premium has been calculated accordingly

'Declared Value' means **Your** assessment of the cost of reinstatement of the **Property Insured** arrived at in accordance with paragraph 1.a.i at the level of costs applying at the inception of the **Period of Insurance** (ignoring inflationary factors which may operate subsequently) together with insofar as the insurance by the item provides due allowance for

- a) the additional cost of reinstatement to comply with public authority requirements
- b) professional fees
- c) debris removal costs.

Special Conditions

- 1 At inception of each **Period of Insurance**, **You** shall notify **Us** of the Declared Value of **Property Insured**. In the absence of such declaration the last amount declared by **You** will be taken as the Declared Value for the new **Period of Insurance**.
- 2 If at the time of **Damage** the Declared Value of the **Property Insured** is less than the cost of reinstatement (as defined in paragraph 1.a.i.) at inception of the **Period of Insurance**, the amount **We** pay will be proportionately reduced.
- 3 **Our** liability for the repair or restoration of **Property Insured** damaged in part only, shall not exceed the amount which would have been payable if such **Property Insured** had been wholly destroyed.
- 4 No payment beyond the amount **We** would have paid in the absence of this clause will be made
 - a. unless reinstatement commences and proceeds without unreasonable delay
 - b. until the cost of reinstatement has actually been incurred
 - c. where **Property Insured** at the time of **Damage** is covered by any other insurance effected by **You**, or on **Your** behalf, which is not on the same basis of reinstatement.
- 5 All the terms and conditions of this Section and of the **Policy** shall apply
 - a) to any claim payable under the provisions of this clause, other than where they are expressly varied by the terms of this clause
 - b) where claims are payable as if this clause had not been incorporated, except that Sums Insured will be limited to 125% of Declared Values.

2. Average (underinsurance)

The Sums Insured by

- a) any items for **Buildings** or **Contents** subject to the Reinstatement (Day One Basis) Clause are declared to be separately subject to Average as described in Special Condition 2 of such clause
- b) any other items of **Property Insured** (other than any Sum Insured applying solely to Rent, Fees, Removal of Debris) are declared to be separately subject to Average. This means if at the time of **Damage** the Sum Insured for any item is less than the value of the item covered by such Sum Insured, the amount **We** pay will be proportionately reduced.

3. Contribution

If at the time of any **Damage** there is any other insurance effected by or on behalf of **You** covering any of the **Property Insured** damaged **Our** liability hereunder shall be limited to its rateable proportion of such **Damage**.

Section Extensions

1. European Union and Public Authorities Clause

Following **Damage** as insured by this Section to each item under **Buildings We** will pay the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with any

- a. European Union legislation or
- b. building or other regulations under or framed in pursuance of any Act of Parliament or by- laws of any public authority (both of which are herein after referred to as Regulations) in respect of
 - i. the **Buildings** the subject of the **Damage**
 - ii. undamaged portions of the **Buildings**
 - iii. any water supply equipment at the **Premises** supplying the sprinkler installation in undamaged portions of the **Premises**

This Extension does not apply to

- a. The cost incurred in complying with the Regulations
 - i. in respect of **Damage** occurring prior to inception of this **Policy**
 - ii. in respect of **Damage** not insured by this Section
 - iii. under which notice has been served upon **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 in respect of undamaged **Buildings** or undamaged portions of the **Buildings** other than foundations (unless specifically excluded) of that portion of the **Buildings** the subject of the **Damage**.
- b. The additional cost that would have been required to make good the **Buildings** the subject of the **Damage** to a condition equal to their condition when new had the necessity to comply with the Regulations not arisen
- c. The amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **Buildings** or by the owner thereof by reason of compliance with Regulations provided that
 - i. the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the **Damage** or within such further time as **We** may allow (during the said 12 months) and may be earned out upon another site (if the regulations so necessitate) subject to the **Our** liability under this Extension not being thereby increased

- ii. if **Our** liability under any item of this Section apart from this Extension shall be reduced by the application of any of the terms, conditions and Exceptions of this Section then **Our** liability under this Extension in respect of any such item shall be reduced in like proportion
- iii. the total amount recoverable under any item of this Section shall not exceed
 - 1. for undamaged portions of the **Buildings** (other than foundations) 20% of the Sum Insured for that item at the **Premises** where the **Damage** occurred
 - 2. for other items, the Sum Insured.

2. Sprinkler Installation Upgrading Costs

If, following **Damage**, **We** require the upgrading of any automatic sprinkler installation in order that at the time of its reinstatement such installation will conform to Loss Prevention Council Rules current at the time of reinstatement, **We** will pay the costs incurred by **You** provided that at the time of the **Damage** the installation conformed to the 29th Edition Rules for Automatic Sprinkler Installations issued by the Loss Prevention Council at the time of original installation but did not conform to subsequent amendments to such rules.

3. Capital Additions

We will indemnify **You** for

- a. any newly acquired **Buildings** insofar as the same are not otherwise insured
- b. alterations, additions and improvements to the **Buildings** but not in respect of any appreciation in value.

Within the **Territorial Limits**.

The maximum **We** will pay in respect of any one location under this Extension is

- i. €325,000 in respect of any newly built and/or newly acquired **Buildings**
- ii. €325,000 or 20% of the existing **Buildings** Sum Insured in respect of alterations, additions and improvements to the **Buildings**.

You undertake to give particulars of such Capital Additions as soon as practicable but at least within three months and specifically insure such Capital Additions with **Us** from the date **Our** liability commenced and pay the additional premium required.

4. Architects, Surveyors, Legal and Other Professional Fees

The Sum Insured under each item of **Buildings** in the

Schedule includes an amount in respect of architects', surveyors', legal and other professional fees necessarily incurred in the reinstatement of the **Buildings** consequent upon **Damage** thereto but not for preparing any claim. It being understood that the amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such **Damage** and that the liability for such **Damage** and fees shall not exceed in the aggregate the Sum Insured by each such item.

5. Removal of Debris

The Sum Insured for **Buildings** and **Contents** includes **Costs and Expenses** not exceeding €25,000 incurred with **Our** consent for

- a. removal of debris
- b. dismantling or demolishing
- c. shoring up or propping of the portion or portions of the **Buildings** sustaining **Damage** by any of the Specified Perils.

We will not indemnify **You** under this Extension in respect of **Costs and Expenses**

- i. incurred in removing debris from anywhere other than the site of the **Damage** and the area adjacent to it
- ii. arising from pollution or contamination of property not insured under this Section
- iii. more specifically insured elsewhere.

6. Property Temporarily Removed

We will indemnify **You** in respect of **Damage** to **Property** while temporarily removed for

1. cleaning
2. renovation
3. repair

We will not indemnify **You** for property removed for more than 90 days unless **We** agree a longer period in writing.

The maximum **We** will pay is 20% of the Sum Insured.

7. Sale of Building Contracting Purchaser's Interest

If at the time of **Damage** to the **Buildings** by any of the Specified Perils **You** have contracted to sell **Your** interest in such **Buildings** and the purchase is not complete the contracting purchaser shall on completion be entitled to benefit under this insurance without prejudice to **Your** (or **Our**) rights and liabilities up to the date of completion but only to the extent that the purchaser cannot recover the loss from insurance placed elsewhere by him or on his behalf.

8. Fixed Glass

Following **Damage** to fixed **Glass**, **We** will pay the cost of

- a. any necessary temporary boarding-up of broken **Glass** pending full replacement
- b. removing and re-fixing window fittings and other obstacles to replacing broken **Glass** and replacing alarm foil on **Glass**
- c. **Damage** to framework and to Contents caused by broken **Glass**

However **We** will not pay for **Damage** existing prior to inception of this **Policy**.

9. Replacement Locks & Keys

We will indemnify **You** for the cost of replacing locks and keys at the **Premises** following theft or attempted theft from

- i. the **Premises**
- ii. **Your** home
- iii. **Your** director's homes
- iv. the home of any authorised **Employee** or whilst in the custody of an **Employee** or **You** following theft involving violence or threat of violence.

The maximum **We** will pay under this Extension for any one loss is €2,000.

10. Fire Extinguishing Expenses

We will indemnify **You** in respect of **Costs and Expenses** incurred in refilling, recharging or replacing any

- a. portable fire extinguishing appliances
- b. local fire suppression system
- c. fixed fire suppression system
- d. sprinkler installation or
- e. sprinkler heads

as a result of **Damage** as insured by this Section.

We will not indemnify **You** under this Extension in respect of any **Costs and Expenses** recoverable from the maintenance company or fire service. If in relation to any claim for fire extinguishing expenses **You** have failed to fulfil the following condition **You** will lose **Your** right to indemnity or payment for that claim.

You must maintain all such equipment in accordance with the manufacturer's instructions.

The maximum **We** will pay in respect of any one claim under this extension is €10,000.

11. Damage by Emergency Services

We will indemnify **You** for the cost of restoring any

Damage caused to gardens and grounds for which **You** are responsible by the emergency services in attending the **Premises** as a result of the operation of any Specified Peril insured under this Section up to a maximum of €10,000 in any **Period of Insurance**.

12. Loss of Metered Utilities

We will pay charges for which **You** are responsible if water, oil, gas or electricity is accidentally discharged from a metered system providing service to the **Premises** as a result of **Damage** insured under this Section, however **We** will not pay for such charges incurred in respect of any building which is Unoccupied.

The maximum **We** will pay under this Extension for any one claim is €12,500.

13. Trace and Access

We will pay reasonable **Costs and Expenses** with **Our** consent in locating the source of any escape of water from any fixed domestic water services or heating installation or escape of fuel oil including subsequent repair to walls, floors or ceilings provided such **Damage** is insured by this Section

But **We** will not indemnify **You**

- a) for the cost of repairs to any fixed domestic water services or heating installation
- b) where **Damage** results solely from a change in the water table level.

Our maximum liability under this Extension shall not exceed €12,500 in the aggregate during any one **Period of Insurance**.

14. Alternative Accommodation

We will indemnify **You** if a residence cannot be lived in or if access to it is denied as a result of **Damage** in respect of

- a. the cost of reasonable alternative accommodation incurred by any owner or lessee if this is necessary
- b. the cost of reasonable accommodation in kennels and/or catteries for dogs and/or cats belonging to any owner or lessee in residence where such pets are not permitted in any alternative accommodation
- c. temporary storage of **Your** furniture.

The maximum **We** will pay in respect of any one claim is 20% of the Sum Insured on the **Buildings** in which the residence is contained.

15. Contractors' Interest

Where **You** are required to effect insurance on the **Property Insured** in the joint names of **You** and the contractor under the terms of a contract condition then the interest of the contractor in the **Property Insured** as joint **Policy** holder is hereby noted and **You** must

- a. provide **Us** with details of any single contract valued in the excess of €150,000 prior to work commencing and
- b. pay an additional premium if required.

16. Seventy Two Hour Clause

Damage occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this Section.

You have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

17. Value Added Tax

The insurance by this Section extends to include Value Added Tax paid by **You** (including 'self -supply' Value Added Tax where appropriate) which is not subsequently recoverable provided that

- a. **Your** liability for such tax arises solely as a result of the reinstatement or repair of the **Buildings** following **Damage** and **We** have paid or have

agreed to pay for such **Damage** if any payment by **Us** in respect of the reinstatement or repair of such **Damage** is less than the actual cost of reinstatement or repair any payment under this Extension resulting from that **Damage** will be reduced in like proportion **Your** liability for such tax does not arise from the replacement building having greater floor area than or being better or more extensive than the destroyed or damaged **Building** where an option to reinstate on another site is exercised **Our** liability under this Extension will not exceed the amount of tax that would have been payable had the **Building** been built on its original site **Our** liability under this Extension will not include amounts payable by **You** as penalties or Interest for non-payment or late payment of tax.

The following amendments are made to the **Policy** in respect of this Extension only

1. for the purposes of any Condition of Average rebuilding costs will be exclusive of Value Added Tax
2. **Our** liability may exceed the Sum Insured where such excess is solely in respect of Value Added Tax.

18. Drain Clearance

The Sum Insured for each item under **Buildings** extends to include **Costs and Expenses** necessarily incurred by **You** and to which **We** agree for cleaning and/or cleaning drains, sewers and gutters for which **You** are responsible and liable following **Damage** as insured by this Section.

The maximum we will pay for any one claim under this cover is €5,000.

19. Malicious Damage by Tenants

We will indemnify **You** for **Damage** caused maliciously by the tenant of the **Buildings** up to a maximum limit not exceeding €10,000.

20. Fire Brigade Charges

We will indemnify **You** in respect of fire brigade attendance charges for the purpose of minimising **Damage** caused by fire at the **Premises** up to a maximum limit not exceeding €25,000.

21. Mortgagees and Other Interests

The interest of the Leaseholder(s), Mortgagee(s) and Tenant(s) in the individual portions of the **Property Insured** to which their interest applies is noted such

interest to be advised to **Us** in the event of a claim. In addition the interest of **You** or Mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier(s) or Mortgagor(s) of any **Buildings** hereby insured whereby the risk of **Damage** is increased without the authority or knowledge of **You** or the Mortgagee(s) provided that **You** or Mortgagees shall immediately on becoming aware thereof give notice in writing to **Us** and on demand pay such reasonable additional premium as **We** may require.

Section Exceptions

The following exceptions apply to this Section. **We** will not indemnify **You** under this Section for

Pollution and Contamination

Damage, caused by or arising from pollution or contamination except (unless otherwise excluded) **Damage** to the **Property Insured** caused by

- a) pollution or contamination which itself results from a Specified Peril
- b) any of the Specified Perils which itself results from pollution or contamination.

Section Conditions

The following conditions apply to this Section

1. Reinstatement

If any **Property Insured** by Section 1 is to be reinstated or replaced by **Us You** shall at **Your** own expense provide all such plans, documents, books, and information as may be reasonably required.

We shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one of the items insured more than its Sum Insured.

2. Flat and Felt Roof

It is a condition precedent to **Our** liability under this Section in respect of Storm or Flood that any flat or felt roof shall be kept in a good state of repair and shall have been inspected at least annually by a qualified roofing contractor and any defects brought to light by that inspection shall be repaired immediately and evidence of this inspection kept and produced if required by **Us**.

3. Electrical Inspection

It is a condition precedent to **Our** liability for any **Damage to Property Insured** resulting from fire or explosion that

- a. unless a valid inspection certificate is already in place, the electrical installation at the **Premises** (or that portion of the **Premises** for which **You** are responsible) shall be inspected and tested
- i. within 60 days of the addition of this clause to

- the **Policy** unless agreed otherwise in writing by **Us** and
- ii. any defects found remedied within 60 days of such inspection and testing or as otherwise expressly varied in writing by **Us**.
- b. any such inspection and testing shall be undertaken by
 - i. a member of the Register of Electrical Contractors Ireland
 - ii. a member of the Electrical Contractors Safety and Standards Association
 - iii. a competent person as agreed in writing by **Us** in accordance with the Commission for Energy (CER) Regulations for electrical installations and a completion and inspection certificate issued following every inspection
 - c. a copy of each completion and inspection certificate is retained by **You** and available to **Us** at **Our** request
 - d. any work specified on such certificate to ensure that the electrical installation meets the CER regulations shall be undertaken within 60 days of the issue of the certificate or as otherwise expressly varied in writing by **Us**;
 - e. the electrical installation shall be re-inspected and re-tested
 - i. within the timescales recommended on the completion and inspection certificate or in the absence of any such recommended timescale within five years of the date of the last inspection
 - ii. immediately following refurbishment or structural renovation work
 - iii. immediately following any water **Damage** affecting the **Premises** and any defects found remedied within 60 days of such re-inspection and re-testing or as otherwise varied in writing by **Us**.

4. Waste

It is a condition precedent to **Our** liability for **Damage** to **Property Insured** by fire or explosion that

- a. all hazardous and/or combustible trade waste such as sawdust, shavings, clippings or cuttings be swept up and bagged daily and removed from the **Premises** at least once a week. If such waste is stored external to the **Buildings** pending collection, it should be stored either in metal lidded containers or at a distance of at least five metres from any building
- b. all oily and/or greasy waste and cloths which remain in the **Buildings** overnight be kept in metal lidded containers.

Section 2 - Loss of Rental Income

Definitions

The following Special Definitions apply to this Section and shall keep the same meaning wherever they appear in **bold** in the Section. They should also be read in conjunction with the General Definitions at the start of the **Policy**.

Indemnity Period

The period beginning with the occurrence of the **Damage** and ending not later than the **Maximum Indemnity Period** thereafter during which the **Rental Income** shall be affected in consequence thereof.

Maximum Indemnity Period

The period stated in the **Schedule**.

Rental Income

The money paid or payable to **You** by tenants for rental of the **Premises** and for the services provided in connection with the **Business** at the **Premises**.

Calculated Rent

- a) For occupied **Premises** or occupied parts of **Premises**. The amount of the actual annual rent at commencement of the **Period of Insurance** plus increases as a result of rent reviews known to be due during such **Period of Insurance**, proportionately increased when the **Maximum Indemnity Period** exceeds 12 months.
- b) For **Premises** or parts of **Premises** that are **Unoccupied** for a period exceeding 30 consecutive days. A professional valuation, based upon leases expected to be signed or in course of negotiations and upon rent of similar **Premises** in the same locality, estimating, at commencement of the **Period of Insurance**, the amount of Rent to be payable during such **Period of Insurance** and during related subsequent **Periods of Insurance** when the **Maximum Indemnity Period** exceeds 12 months.

Loss of Rent

The amount by which the **Rental Income** during the **Indemnity Period** falls short of the **Rental Income** which would have been received but for the **Damage**.

Increased Costs of Working

The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the **Loss of Rent** which but for that expenditure would have taken place during the **Indemnity Period**.

Re-letting Costs

The expenditure necessarily and reasonably incurred in consequence of **Damage** in re-letting the **Premises**, including legal fees or other charges incurred solely in consequence of such re-letting.

Cover

We will indemnify **You** in respect of **Loss of Rent** resulting from **Damage** at the **Premises** occurring during the **Period of Insurance** caused by the operation of a Specified Peril under Section 1 of the **Policy** unless otherwise stated in the **Schedule** provided that

1. payment shall have been made or liability admitted for the **Damage** under Section 1 - Property Damage
or
2. payment would have been made or liability admitted under Section 1 - Property Damage but for the operation of an **Excess**.

We will also indemnify **You** for **Increased Costs of Working** and **Re-letting Costs**.

Basis of Settlement & Limit of Indemnity

The most **We** will pay in total under this Section for any combination of

Loss of Rent
Increased Costs of Working and
Re-letting Costs is the Sum Insured stated on the **Schedule** for this Section.

Basis of Claims Settlement Adjustments

We will not pay for

- a. **Increased Costs of Working** exceeding the amount of **Loss of Rent** thereby avoided
- b. legal fees or other charges payable by any new tenant acquired in re-letting **Premises** in consequence of **Damage**
- c. any amounts saved during the **Indemnity Period**

in respect of any of the charges and expenses of the **Business** payable out of **Rent** that may cease or be reduced.

In calculating the amounts **We** will pay **You** as indemnity, adjustments shall be made in accordance with the following clauses.

1. Average

If the Sum Insured for **Rental Income** is less than the **Calculated Rent**, the amount payable by **Us** to **You** will be proportionately reduced.

2. Contribution

If at the time of **Damage** resulting in a claim under this Section there is any other insurance effected by **You** or on **Your** behalf covering such loss or any part of it, **Our** liability under this Section shall be limited to **Our** rateable proportion of such loss.

Section Extensions

The Cover under this Section is extended to include loss resulting from the interruption or interference with the **Business** in consequence of loss, destruction, or **Damage** covered under the following Extensions provided that the liability for any one claim and in the **Period of Insurance** shall not exceed the Sum Insured shown in the **Schedule** for such Extension or the Limit stated therein.

1. Prevention of Access

We will indemnify **You** in respect of **Damage** in the vicinity of the **Premises** caused by any of the Specified Perils insured under the Section 1 – Property **Damage** which prevents or hinders use of or access to the **Premises** whether there has been **Damage** to the **Premises** or not. The most **We** will pay is the Sum Insured as stated in the **Schedule**.

2. Public Utilities- Water, Gas or Electricity

In the event of accidental failure of **Your** public supply of electricity, gas or water at the terminal ends of **Your** suppliers' service feeders to the **Premises** **We** will indemnify **You** for any reduction in **Rental Income** resulting therefrom, however **We** will not indemnify **You** under this Extension in respect of

- a) accidental failure which lasts less than 4 hours
- b) a deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking

- system
- c) accidental failure caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- d) any industrial action
- e) drought or other weather conditions unless equipment has been damaged
- f) **Premises** other than in Republic of Ireland.

The maximum **We** will pay under this Extension is €50,000 in respect of any one loss unless otherwise stated in the **Schedule**.

3. Telecommunications

In the event of accidental failure of the public supply of telecommunication services at the incoming line terminals or receivers at the **Premises** **We** will indemnify **You** in respect of any reduction in **Rental Income** resulting therefrom, however **We** will not indemnify **You** in respect of accidental failure

- a) lasting less than 24 consecutive hours
- b) caused by any industrial action or other deliberate act of the supply undertaking unless for the sole purpose of safeguarding life or protecting any part of the supply undertaking system
- c) caused by the exercise of any supply authority's power to withdraw or restrict supply or services
- d) caused by atmospheric or other weather conditions unless equipment has been damaged caused by those conditions
- e) other than in Republic of Ireland
- f) caused by failure of any satellite

The maximum **We** will pay under this Extension is €50,000 in respect of any one loss unless otherwise stated in the **Schedule**.

4. Disease, Murder and Defective Sanitation

We will indemnify **You** in respect of reduction in **Rental Income** as a result of an occurrence of

- a) acute Encephalitis, Acute Poliomyelitis, Anthrax, Chickenpox, Cholera, Diphtheria, Dysentery, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Malaria, Measles, Meningococcal Infection, Mumps, Ophthalmia, Neonatorum, Paratyphoid Fever, Plague, Rabies, Rubella, Scarlet Fever, Smallpox, Tetanus, Tuberculosis, Typhoid Fever, Viral Hepatitis, Whooping Cough or Yellow Fever at the **Premises**.
- b) murder or suicide at the **Premises**
- c) an accident which causes defects in the drains or other sanitary arrangements at the **Premises**
- d) vermin or pests at the **Premises** where use of the **Premises** is restricted on the advice or order of the

competent authority

However, **We** will not indemnify **You** under this Extension in respect of

- i. costs incurred in cleaning, repair replacement recall or checking of property
- ii. losses arising from premises other than those directly affected by the occurrence
- iii. any other loss in respect of reduction in **Rental Income**.

The maximum **We** will pay under this Extension is €25,000 (or the limit as detailed in the **Schedule**) in respect of the total of all losses occurring during the **Period of Insurance**.

5. Legionella

We will indemnify **You** in respect of reduction in **Rental Income**, for a maximum period of 3 months, as a result of any outbreak of legionellosis at the **Premises** causing restrictions on the use of the **Premises** on the order or advice of the competent authority.

The maximum **We** will pay under this extension is €25,000 (or the limit as detailed in the **Schedule**) in respect of the total of all losses occurring during the **Period of Insurance**, provided that

You ensure that the **Premises** comply at all times with the National Guidelines for the Control of Legionellosis in Ireland 2009 or any supplementary replacement or amending Guidelines.

6. Auditors and Professional Accountants and Legal Fees

An allowance for auditors, professional accountants and solicitors reasonable charges for

- a. producing information **We** require for investigating any claim
- b. confirming the information is in accordance with **Your Business** books
- c. determining **Your** contractual rights under any rent cessor clause or insurance break clause contained in the lease may be included within the calculation of **Loss of Rent**.

7. Capital Additions

We will indemnify **You** for **Loss of Rent**, **Increased Costs of Working** and **Re-letting Costs** in respect of

- a. any newly acquired **Premises** insofar as the same are not otherwise insured
- b. alterations, additions and improvements to the **Buildings** at the **Premises** but not in respect of any

appreciation in value.

within the Republic of Ireland.

The maximum **We** will pay in respect of any one location under this Extension is

- i. €125,000 in respect of **Loss of Rent** for one newly built and/or newly acquired **Premises**
- ii. €125,000 or 20% of the existing **Loss of Rent** Sum Insured whichever is lower in respect of alterations additions and Improvements to **Buildings** at the **Premises**.

You undertake to give particulars of such Capital Additions as soon as practicable but at least within three months and specifically insure such Capital Additions with **Us** from the date **Our** liability commenced and pay the additional premium required.

8. Buildings Awaiting Sale

If at the time of **Damage** **You** have contracted to sell **Your** interest in the **Buildings** and the sale is cancelled or delayed solely due to the **Damage** **We** will pay at **Your** option either

1. the **Loss of Rent** receivable from the date of **Damage** until the **Buildings** would have been sold or the expiry of the **Indemnity Period** if earlier or
2. the loss in respect of interest from the date the **Buildings** would have been sold if the **Damage** had not occurred to the actual date of sale or the expiry of the **Indemnity Period** if earlier the loss in respect of interest being
 - a. 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**
 - b. the investment interest lost to **You** on any balance of the sale proceeds (after deduction of any capital borrowed as provided for under paragraph a) above).

less any amount of Rent Receivable. **We** will also pay additional expenditure being the expenditure necessarily and reasonably incurred with **Our** prior written consent during the **Indemnity Period** following **Damage** solely to avoid or minimise the loss payable under a) and b) above.

9. Seventy Two Hours Clause

Damage occurring within 72 consecutive hours of and arising from the Specified Perils of storm or flood is deemed to be one claim for the purposes of this

Section.

You have the right to select the moment from which the 72 hour period shall be deemed to have commenced within the terms of this Section provided that such **Damage** occurred prior to the expiry of the **Period of Insurance**.

10. 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.

11. Payments on Account

We will make payments on account during the **Indemnity Period** if liability has been finally settled and determined, if **You** so request, subject to any necessary adjustment at the end of the **Indemnity Period**.

Section Exceptions

The following exceptions apply to this Section. **We** will not indemnify **You** under this Section for

1. Pollution and Contamination

Damage, loss or destruction caused by or arising from pollution or contamination except (unless otherwise excluded) **Damage** caused by

- a. Pollution or contamination which itself results from a Specified Peril
- b. any of the Specified Perils which itself results from pollution or contamination.

Section 3 - Property Owners Liability

Cover

We will indemnify **You** against legal liability to pay compensation and **Claimant's Costs** in respect of accidental

- a. **Bodily Injury** to any person other than an **Employee**
- b. loss or **Damage** to tangible property
- c. obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- d. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

We will also pay **Defence costs**.

Limit of Indemnity

Our liability for all damages including **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed the Limit of Indemnity stated in the **Schedule** but in respect of **Products** this limit will apply to all events occurring in any one **Period of Insurance**.

Section Extensions

1. Cross Liabilities

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate policy had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**.

2. Indemnity to Principal

We will at **Your** request indemnify any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the

performance of work by **You** for such principal, provided that

- a) We retain sole conduct and control of any claim
- b) the principal will observe, fulfil and be subject to the terms, conditions, Exceptions and limits of this **Policy** insofar as they can apply.

3. Overseas Personal Liability

We will indemnify **You** and if **You** so request any of **Your** directors partners or **Employees** or spouse of such person normally resident within the **Territorial Limits** against legal liability incurred in the course of any journey or temporary visit to any other country made in connection with the **Business**

The indemnity will not apply

- a. to legal liability arising out of the ownership or occupation of land or **Buildings**
- b. in respect of which any person referred to above is entitled to indemnity under any other insurance.

4. Motor Contingent Liability (Non-Owned)

We will indemnify **You** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere within the **Territorial Limits**

This section does not cover liability

- a. in respect of **Damage** to the vehicle or any property contained therein
- b. incurred by any party other than the **You** or with **Your** consent by any person who does not hold a licence to drive such a vehicle
- c. to liability which is insured or would but for the existence of this Section be insured under any other insurance.

The maximum liability under this extension is €50,000 for any one event.

5. Health and Safety at Work – Prosecution

We will indemnify **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section in respect of

- a. **Defence Costs**
- b. **Prosecution Costs**

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Safety, Health and Welfare at Work Act 2005 or Safety Health and Welfare at Work (General Applications) Regulations 2007, Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, the Regulatory Reform (Fire Safety) Order 2005, or other similar safety legislation, committed or alleged to have been committed by **You, Your directors, partners or Employees** during the **Period of Insurance** in connection with the **Business**.
Provided that

- i. the proceedings relate to the health, safety or welfare of any person other than, an **Employee**
- ii. **We** shall have the conduct and control of all the said proceedings and appeals.
- iii. **We** will not pay for
 - a. Fines or penalties of any kind
 - b. Proceedings or appeals in respect of any deliberate act or omission
 - c. **Costs and Expenses** insured by any other insurance.

6. Data Protection Act

We will indemnify **You** in respect of liability and **Defence Costs** arising under the Data Protection Act 1998 to pay compensation for **Damage** 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.

We shall not be liable in respect of

- i. the recording or provision of data for reward or for determining the financial status of any person
- ii. any liability 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.

Our total liability including all **Costs and Expenses** in this respect 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 1988.

7. Compensation for Court

Attendance

In the event of any of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** 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 - €300
- b. any of **Your Employees** - €150.

8. Consumer Protection and Food Safety Acts – Prosecutions

We will indemnify **You** and if **You** so request **Your** partners, directors or **Employees** in the terms of this Section in respect of **Defence Costs** in connection with any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a. Part 2 of the Consumer Protection Act 1987 or
- b. Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. **Costs and Expenses** insured by any other policy.

9. Leased or Rented Premises

Notwithstanding Section Exception 2 b. **We** will indemnify **You** in respect of legal liability for **Damage** to **Premises** leased or rented to **You** provided that this Extension shall not apply to

- a. liability arising under agreement unless legal liability would have attached to **You** in the absence of such agreement
- b. the first €500 in respect of any claim caused otherwise than by fire or explosion.

Section Exceptions

We will not indemnify You under this Section in respect of legal liability arising out of

1. **Bodily Injury** to any **Employee**.
2. **Damage** to
 - a. property belonging to **You**
 - b. property which is leased, let, rented, hired or lent to or which is the subject of a bailment to **You**.
3. **Bodily Injury**, loss or **Damage** arising in connection with work **Offshore**.
4. Fines, penalties, liquidated, punitive, exemplary or aggravated damages.
5. **Damage** caused by pollution or contamination other than pollution or contamination 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**.
6. **Damage** caused by or in connection with or arising out of the ownership, possession or use by or on **Your** behalf of any
 - a. aircraft, hovercraft or watercraft
 - b. mechanically-propelled vehicle or trailer attached thereto.
7. Any professional advice, design, formula or specification provided by **You** or on **Your** behalf for a fee.
8. Any **Product** which is incorporated in with **Your** specific knowledge or results in the grounding of any aircraft, aero-spatial or aerial device.
9. All liability arising in the United States of America its territories and possessions Puerto Rico or Canada or arising out of any action or suit brought in a court of law within the jurisdiction of the United States of America its territories and possessions Puerto Rico or Canada or where such action or suit is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise
10. **Damage** to property in **Your** charge, custody or control other than
 - a. personal effects and vehicles of **Your** partners, directors, **Employees** or visitors
 - b. premises (and their contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge, custody or control for the purpose of

carrying out work.

11. **Asbestos** including but not limited to
 - a) exposure to
 - b) inhalation of
 - c) fears of the consequence of exposure to or inhalation of
 - d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos**, including any product containing **Asbestos**.
12. Any liability in respect of manual work performed by **You** or on **Your** behalf away from **Your Premises** other than collection or delivery.
13. The amount of any **Excess** specified in the **Schedule**.

Section 4 - Employers Liability

Cover

We will indemnify **You** against legal liability to pay compensation and **Claimant's Costs** in respect of **Bodily Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Territorial Limits** and arising out of their employment

We will also pay **Defence Costs**.

Limit of Indemnity

Our liability for all compensation, and **Costs and Expenses** in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the Limit of Indemnity stated in the **Policy Schedule**.

Right of Recovery

The indemnity provided under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the Republic of Ireland.

You must repay to **Us** all sums paid by **Us** that **We** would not have been liable to pay but for the provisions of such law.

Section Extensions

1. Health and Safety at Work Prosecutions

We will indemnify **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section in respect of

- a. **Defence Costs**
- b. **Prosecution Costs**

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Safety Health and Welfare at Work Act 2005 or Safety Health and Welfare at Work (General Applications) Regulations 2007, Health and Safety at Work Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978, the Regulatory Reform (Fire Safety) Order 2005, or other similar safety legislation, committed or alleged to have been committed by **You**, **Your**

directors, partners or **Employees** during the **Period of Insurance** in connection with the **Business**.

Provided that

- i. The proceedings relate to the health, safety, or welfare of any **Employee**
- ii. **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for

- i. Fines or penalties of any kind
- ii. Proceedings or appeals in respect of any deliberate act or omission
- iii. **Costs and Expenses** insured by any other insurance policy.

2. Compensation for Court Attendance

In the event of the under mentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** 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 €300
- b) any of **Your Employees** €150.

3. Unsatisfied Court Judgments

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

- a) the judgment for damages is obtained
 - i. in a court of law within the **Territorial Limits**
 - ii. against a company, partnership or individual other than **You** conducting a business or supplying goods at or from **Premises** within the **Territorial Limits**
- b) there is no appeal outstanding
- c) the judgment relates to **Bodily Injury** which would otherwise be the subject of indemnity under this Section
- d) if any payment is made under the terms of this extension the **Employee** or his/her personal representatives shall assign the judgment to **Us**.

4. Indemnity to Principal

We will at **Your** request indemnify any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that

- a. **We** retain sole conduct and control of any claim
- b. The principal will observe, fulfil and be subject to the terms, conditions and limits of this **Policy** insofar as they can apply.

Section Exceptions

1. Work Away Exclusion

This Section does not cover liability arising out of manual work performed by **You** or on **Your** behalf away from **Your Premises** other than collection or delivery.

2. Offshore

We shall not provide indemnity against liability in respect of **Bodily Injury** to any **Employee** arising **Offshore**.

3. Road Traffic

Liability in respect of which compulsory insurance or security is required to be arranged by **You** under any Road Traffic Act or similar legislation.

Section 5: Legal Expenses

This insurance is underwritten by Inter Partner Assistance SA and administered by Arc Legal Assistance Limited.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a conflict of interest arises.

Claims must be reported to **Us** within 180 days of the **Insured Incident** other than in relation to Tenant Eviction where claims must be submitted within 45 days of the **Insured Incident**. Notification will only be deemed to have been made upon receipt by **Us** of a fully completed claim form accompanied with all requested supporting documentation. Failure to notify the claim within this time will invalidate the insurance.

The insurance covers **Advisers' Costs** up to the **Limit of Indemnity** where:-

- a) The **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**
- and
- b) The **Proceedings** take place in the **Territorial Limits**.

Definitions

You / Your

The individual(s), company or companies or organisation(s) defined in the **Tenancy Agreement** as the 'Landlord' and shown in the insurance schedule as the policyholder, declared to and accepted by **Us** and for which the premium has been paid.

Advisers' Costs

Reasonable legal fees incurred by the **Adviser** up to the hourly rate shown in **Our** fee scale ruling at the time the **Adviser** is instructed and disbursements essential to **Your** case. Legal costs shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessment.

Proceedings

The pursuit of civil legal cases for damages or injunctions and the defence of criminal prosecutions.

Limit of Indemnity

The maximum payable in respect of an insured incident.

Prosecution Defence for Employers and Employees €25,000 any one claim

Contract €25,000 any one claim

Debt Recovery €25,000 any one claim

Tax Disputes €25,000 any one claim

All other sections €50,000 any one claim.

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance.

Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Territorial Limits

The United Kingdom and Republic of Ireland.

Insured Period

The period of insurance shown in the insurance schedule.

We/Us/Our

Arc Legal Assistance Limited who administer claims under this insurance on behalf of the **Underwriters**.

Adviser

Our panel solicitor, their agents or other appropriately qualified person, firm or company appointed by **Us** to act for **You**.

Underwriters

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Deposit

The sum of money collected from the Tenant in accordance in respect of a Tenancy Agreement to which it applies and held by **You** or **Your** agent as an indemnity for losses incurred by You arising from the Tenant failing to perform his obligations set out in the Tenancy Agreement. A minimum amount equal to one month's Rent must be retained as the Deposit.

Dilapidations Inventory

A full and detailed inventory of **Your** contents and their condition within the **Insured Property** which has been signed by the **Tenant**.

Tenancy Agreement

A **Tenancy Agreement** between **You** and the **Tenant** in relation to the **Insured Property** which is: -

- (a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the **Territorial Limits**, or
- (b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the **Tenant** is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the **Territorial Limits** and the **Insured Property** is let purely for residential purposes of the **Tenant's** employees and their family, or
- (c) a written common law residential tenancy agreement created after 28th February 1997 between individuals where the **Rent** is in excess of €100,000 per annum or its equivalent outside of England and Wales but within the **Territorial Limits**, and which is: -

- i) Appropriate for the tenancy; and
- ii) Where relevant, signed and independently witnessed by **You**, the **Tenant(s)** and if required as a condition of the **Tenant Reference**, the **Guarantor**; and
- iii) Free from any unreasonably restrictive covenants

If the **Tenancy Agreement** is for a commercial **Tenant** it must be compliant with the Landlord and Tenant Act 1954 (Part 2) or its equivalent outside of England and Wales.

The **Tenancy Agreement** must be for a fixed term of no more than 12 months.

Tenant

The occupier of the **Insured Property** named in the **Tenancy Agreement** as the **Tenant** who has received a **Tenant Reference**.

Tenant Reference

A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company showing no District, Circuit or High Court Judgments, in the past three years and no outstanding District, Circuit or High Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant's Rent**. If all of the above are not available or in the case of student tenants or tenants receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved Tenant Referencing Company. Details of these companies are available by referring to the Arc Legal website; <http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php>.

Rent

The monthly amount payable by the **Tenant** to **You** as set out in the **Tenancy Agreement**.

Insured Property

The insured property shown in the Insurance schedule and declared to **Underwriters**.

Guarantor

The individual or organisation assigned to the **Tenancy Agreement** that has received a **Tenant Reference** and provided a financial guarantee of the **Tenant's** performance of his obligations under the **Tenancy Agreement**.

Policy Excess

The amount that **You** are required to pay towards any claim.

- **Tenant Eviction – non-residential only:** €250
- **Contract:** €250
- **Debt Recovery:** €250
- **All other sections:** Nil

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any

matter which may give rise to a claim under this insurance.

Revenue

The Office of the Revenue Commissioners in Ireland.

Employee

Any person under a contract of service with **You** in connection with the business or its premises insured under this policy.

Director

Your Director(s) including executive officers.

Cover

Tenant Eviction

What is insured

You are covered for **Advisers' Costs** to pursue eviction **Proceedings** against a **Tenant** or **Guarantor** to recover possession of the **Insured Property** where the **Tenant** fails to perform his obligations set out in the **Tenancy Agreement** relating to the rightful occupation of the **Insured Property**

What is not insured:-

Claims

- Where **You** fail to provide evidence that **You** successfully completed a **Tenant Reference** on the **Tenant** (and **Guarantor** if required) prior to the start of the **Tenancy Agreement** or where the **Tenancy Agreement** started more than 31 days after the **Tenant Reference**
- Arising from or connected to **Your** performance of **Your** obligations under the **Tenancy Agreement**
- Where the amount in dispute in relation to a non-residential **Tenancy Agreement** falls within the Small Claims limit applicable at the date of the **Insured Incident**.
- Arising from dilapidations unless the missing or damaged items were contained within a **Dilapidations Inventory**
- Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the **Territorial Limits**
- Relating to the payment or non-payment of service charges

- Where the **Tenant** is not aged 18 years or over
- Where **You** have allowed the **Tenant** into possession of the **Insured Property** before the **Tenancy Agreement** has been signed by all parties, a **Tenant Reference** has been obtained, all necessary statutory pre-grant notices to the **Tenant** have been issued, the first month's **Rent** and the **Deposit** have been received in cash or cleared funds and the **Dilapidations Inventory** has been signed by the **Tenant**
- Where **You** have failed to keep full and up to date rental records or have allowed the **Tenancy Agreement** to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with
- If **You** or **Your** agent gave any false or misleading information when **You** applied for the **Tenant Reference**
- Where the **Tenant** received a **Tenant Reference** subject to a **Guarantor** and the **Guarantor** was not correctly assigned to the **Tenancy Agreement**
- Where **You** are in breach of any rules, regulations or legislation relating to the **Deposit**
- In relation to dilapidations by the **Tenant** to the **Insured Property** or its contents where **You** have a policy of insurance that covers the dilapidations
- Relating to any occupant of the **Insured Property** over the age of 18, other than the **Tenant**
- Arising because a non-residential **Tenancy Agreement** is due to end or where the **Insured Incident** relates to the renewal of a non-residential **Tenancy Agreement**.
- Where **Advisers' Costs** have been incurred as a result of **Your** failure to follow the advice of the **Adviser** or arising from **Your** failure to take any action recommended by **Us** or the **Adviser** to recover possession of the **Insured Property** as promptly as possible

Disbursements incurred by the **Adviser** are not covered in relation to a non-residential **Tenancy Agreement** unless **We** have agreed to cover these at **Our** absolute discretion.

Property Infringement

What is insured

Proceedings for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**.

The nuisance or trespass must have commenced at least 180 days after **You** first purchased this insurance.

What is not insured:-

Claims

- Arising from a dispute relating to a **Tenancy Agreement** or any other lease or licence to occupy property or land

Criminal Prosecution

What is insured

You are covered for **Advisers' Costs** to defend **Proceedings** brought against **You** as a result of a prosecution in a court of criminal jurisdiction where **You** are charged for committing a criminal offence directly and solely arising from **Your** ownership of the **Insured Property**.

You must take all reasonable steps to comply with the Regulations and keep evidence of compliance.

What is not insured:-

Claims

- Arising from something **You** have done, knowing it to be wrongful or ignoring that possibility.
- Non-payment of business rates or debts.
- **Your** tax, VAT or PAYE contributions or returns.

Prosecution Defence for Employers and Employees

What is insured:-

Advisers' Costs incurred by:

- a) **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under Health and Safety legislation
- c) Your **Employee** (including **Directors**), concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction

What is not insured:-

Claims

- Arising from deliberate discrimination by **You**, or an **Employee** (including **Directors**)

amounting to an act of unlawful discrimination

- For criminal prosecutions brought under Health and Safety legislation
- For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction
- Arising from a motor prosecution
- Arising from **Your** prosecution alleging:
 - a. Intentional obstruction of a person in the execution of a warrant issued under the Data Protection Act 1988 by **You** or by an **Employee**
 - b. Arising from **Your**, or an **Employees** failure to give a person executing such a warrant the assistance they reasonably require for its execution
- Arising from prosecutions of **Employees** for matters which do not relate to their duties as **Your Employees**

Contract

What is insured

Advisers' Costs arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first **Insured Period** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least €250 but no more than €5,000.

What is not insured:-

Claims

- For any **Insured Incident** which occurs within 90 days of the start of the first **Insured Period**
- For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**
- For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- For professional negligence
- For the defence of any matter which should be covered under a professional indemnity insurance
- Arising from the sale, lease, service, repair or test of a motor vehicle

- Arising from a dispute over a financial services product, including payments which may be due under an insurance policy
- Arising from a dispute with an **Employee** or former **Employee** arising from a contract of employment
- Arising from any licence or franchise agreements

regulations following a compliance check or routine inspection undertaken by **Revenue** into the operation of PAYE.

- An enquiry conducted into the employment status of **Your Employees** under the PAYE and/or Social Insurance Contributions Regulations.

Debt Recovery

What is insured

Advisers' Costs incurred in order to recover money and interest due arising from a contract for the sale or supply of goods or services entered into after the start of the first **Insured Period** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least €250 but no more than €5,000.

What is not insured:- Claims

- Occurring within 90 days of the start of the first **Insured Period**
- Relating to a lease or licence or tenancy agreement
- Arising from the purchase, sale, lease, service, repair or test of a Motor Vehicle
- Relating to a financial services product, including payments which may be due under an insurance policy
- Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services
- For the recovery of any amount due which the other party disputes on the basis of a defence

b. VAT Disputes

- A dispute following a compliance check or routine inspection undertaken by **Revenue** of **Your** VAT record-keeping.
- An enquiry held relating to VAT evasion involving dishonesty or the liability of directors or any matters handled by the Investigations and Prosecutions Division of **Revenue** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent.

What is not insured:- Claims

- a. Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by any special office of **Revenue**
- b. Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by **Revenue** (PAYE/Social Insurance Contributions and/or VAT)
- c. Where deliberate misstatements have been made in respect of accounts, returns or any other submissions made to the relevant authorities
- d. Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period
- e. Which originate from any enquiry, investigation or dispute which existed before the first **Insured Period**
- f. Involving tax or National Insurance contributions avoidance schemes
- g. Which occurs during the first 60 days of the first **Insured Period**

Tax Disputes

What is insured

Advisers' Costs incurred by **You** and arising directly from:

a. Revenue Queries and Disputes

- A query by **Revenue** into **Your** corporation tax return following the issue of formal notification by **Revenue**
- Any challenge in writing by **Revenue** of the accuracy or completeness of returns submitted in accordance with the PAYE

- h. Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements
 - i. Arising from a dispute as to whether an **Employee's** remuneration should fall under either PAYE or sub-contract rules
 - j. In respect of any dispute arising under minimum wage or tax credit / relief legislation.
 - k. In any claim where the policyholder has adopted a tax avoidance scheme.
 - l. In respect of the preparation or rectification of self-assessment tax returns, accounts, end-of-year expenses and benefits forms, summaries of all deductions applied to **Employees** during the previous tax year, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns.
- d. In respect of **Revenue** enquiries, the **Adviser** must provide a copy of the **Revenue** notice of enquiry and a copy of the return giving rise to the enquiry

General Exclusions

1. **There is no cover:-**
 - Where the **Insured Incident** occurs within the first 90 days of the **Insured Period** where the **Tenancy Agreement** commenced before the **Insured Period** unless **You** had continuous previous insurance
 - Where **Your** act, omission or delay prejudices **Your** or the **Underwriters'** position in connection with the **Proceedings** or prolongs the length of the claim
 - Arising from a dispute between **You** and **Your** agent or mortgage lender
 - Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance
 - Where **You** should reasonably have realised when purchasing or renewing this insurance that a claim under this insurance might occur
 - Where **Your** act or omission prejudices **Your** or the **Underwriters'** position in connection with the **Proceedings**
 - Where **You** have breached a condition of this insurance
 - Where **Advisers' Costs** have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
 - For any claim which is not submitted to **Us** within 180 days of the **Insured Incident** occurring other than in relation to sections of cover Tenant Eviction where claims must be submitted within 45 days of the **Insured Incident**
 - For **Advisers' Costs** incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
 - For damages, interest, fines or costs awarded in criminal courts
 - For claims made by or against **iSure**, the **Underwriters**, the **Adviser** or **Us**
 - For appeals without the prior written consent of **Us**
 - Prior to the issue of court proceedings or unless a conflict of interest arises, for the costs of any legal representative other than those of the **Adviser**
 - Where a reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute For claims made under this insurance which do not arise from

Professional Costs and Expenses

- a. Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs
- b. Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return
- c. Arising after **You** receive a notice telling **You** that the enquiry has been completed
- d. Arising from or relating to a Tax Tribunal

Conditions applicable to Tax Disputes

- a. **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **Revenue** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable
- b. **You** must contact the **Legal Helpline** as soon as possible after the **Insured Incident** and comply with the advice given
- c. **You** or the **Adviser** should notify **Us** by contacting the **Legal Helpline** as soon as possible if **You** receive any invitation by **Revenue** to make an offer in settlement

and relate to **Your** normal business as a landlord.

- For claims directly or indirectly caused by, contributed to or arising from patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.

2. There is no cover for any claim arising from: -

- Works undertaken or to be undertaken by or under the order of any government or public or local authority
- Planning law
- The construction of or structural alteration to buildings
- Defamation or malicious falsehood
- Divorce, matrimonial matters or proceedings including ancillary relief, parental responsibility and contact, or affiliation
- A dispute between persons insured under this policy
- An application for Judicial Review
- A novel point of law

3. Privity of Contract

Subject to the extent that section 62 of the Civil Liability Act 1961 applies, a person who is not a party to this contract has no rights under it to enforce any term of this contract.

Conditions

1. Cancellation

This cover is provided automatically as part of Your main insurance contract and cannot be cancelled in isolation. For details on how to cancel Your main insurance contract please contact Your insurance adviser.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made. This right to cancel will only be invoked in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

2. Claims

- a) **You** must report claims as soon as reasonably possible within 180 days of the

Insured Incident other than in relation to sections of cover Tenant Eviction where claims must be submitted within 45 days of the **Insured Incident**, by completing and submitting the claim form with all relevant information.

- b) If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the default. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant/Guarantor** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** rights within the **Tenancy Agreement** and visit the **Insured Property**. **You** should seek legal advice if **You** are unsure that such an inspection is lawful.
- c) **You** and **Your** agent must act promptly to gain vacant possession of the **Insured Property** and recover **Rent** arrears.
- d) In the event of a claim **You** or **Your** agent must prepare a detailed schedule of dilapidations as soon as reasonably possible after the **Tenant** has vacated the **Insured Property**.
- e) **You** and/or **Your** agent must attend any court hearing in relation to an **Insured Incident** if requested to do so by **Us** or the **Adviser**. Failure to attend will result in all cover under this insurance being withdrawn with immediate effect and no further claim payments being made.
- f) **We** may investigate the claim and take over and conduct the **Proceedings** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Proceedings**.
- g) **We**, on behalf of **Underwriters** have the right under subrogation to pursue **Proceedings** against the **Tenant** or any **Guarantor** to recover **Advisers' Costs**.
- h) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If Court Proceedings are required and **You** wish to nominate an alternative **Adviser** to act for **You**, **You** may do so. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- i) The **Adviser** will:-
 - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - ii.) Keep **Us** regularly advised of **Advisers' Costs** incurred.
 - iii.) Advise **Us** of any offers to settle and payments in to court. If contrary to **Our** advice such offers or payments are not

accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.

- iv.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - v.) Attempt recovery of costs from third parties.
 - j) In the event of a dispute arising as to **Advisers' Costs We** may require **You** to change **Adviser**.
 - k) **Underwriters** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
 - l) **You** shall supply all information requested by the **Adviser and Us**.
 - m) **You** are liable for any **Advisers' Costs** if **You** withdraw from the **Proceedings** without **Our** prior consent. Any costs already paid by **Us** will be reimbursed by **You**.
 - n) Any monies recovered from the **Tenant or Guarantor** will be retained by **Us** to pay for any **Advisers' Costs** that have been paid by **Underwriters** under this insurance.
3. **Other insurances**
If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.
4. **Disputes**
Any dispute between **You and Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society of Ireland may be asked to make a nomination. The arbitration will be binding and carried out under the relevant legislation. The costs of the arbitration will be at the discretion of the arbitrator.
5. **Prospects of Success**
At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:
- a) Being able to recover the amount of money at stake
 - b) Being able to enforce a judgement
 - c) Being able to achieve an outcome which best serves **Your** interests
6. **Irish Law**
We propose that the contract is governed by Irish law. If there is any dispute as to which law applies it shall be Irish law.

7. Language

The language for contractual terms and communication will be English.

How to make a claim

Claims must be notified to the Claims Line within 180 days of the **Insured Incident** other than in relation to sections of cover Tenant Eviction where claims must be submitted within 45 days of the **Insured Incident**.

Failure to notify the claim within this time will invalidate the insurance cover.

This insurance only covers legal fees incurred by **Our** panel solicitor or their agents appointed by **Us** until court proceedings are issued. If court proceedings are issued or a conflict of interest arises, **You** may nominate another solicitor to act for **You**.

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the legal advice line.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, **You** should contact the legal advice line for assistance.

If **Rent** is overdue the **Tenant** and any **Guarantor** must be contacted within seven days to establish the reason for the arrears. If the **Rent** is not paid within a further seven days the **Tenant** and any **Guarantor** must be contacted again. If the **Tenant** cannot be contacted, and it is lawful to do so, **You** or **Your** agent must serve notice of a requirement to undertake an inspection in accordance with **Your** obligations

within the **Tenancy Agreement** and then visit the **Insured Property**. **You** or **Your** agent should seek legal advice if **You** are unsure that such an inspection is lawful.

Claims Line

You should telephone the **Legal Helpline** and a claim form will be sent out by e-mail, fax or post within 24-hours. The claim form is required to be completed and returned along with supporting documentation within five days of it being received. To maintain an accurate record, **Your** telephone call may be recorded.

Claim forms can also be obtained from: -

<http://www.arclegal.co.uk/informationcentre/index.php>

What happens next:

The claim will be assessed and if accepted and deemed appropriate, an Enquiry Agent will visit the **Tenant** and any **Guarantor**. If the Enquiry Agent is unable to reach an agreement with the **Tenant/Guarantor** to remedy his failure to perform his

obligations under the **Tenancy Agreement**, **Our** panel solicitors or their agents will be appointed to act for **You**.

You or **Your** agent must give all information requested by **Us** or the **Adviser** within five days of receiving the request for that information.

You or **Your** agent must attend any court hearing if requested by the **Adviser**.

This claims procedure should be read in conjunction with the main terms and conditions of the insurance.

Data Protection Act

Your details and details of **Your** insurance cover and claims will be held by **Us** and or the **Underwriters** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1988.

Complaints Procedure

This insurance is administered on behalf of your insurer by iSure Underwriting. **We** aim to provide a premier service. However, **We** know sometimes things can go wrong. If **Your** complaint is about the way **Your Policy** was sold to **You** please contact **Your** Insurance Broker in the first instance. If **You** have a complaint about the insurer or a claim please contact

Managing Director, iSure Underwriting,
Office C7, 9 Nimrod Way, Ferndown, Dorset. BH21 7UH,
Telephone: +44 (0) 20 3818 8061
Email: complaints@isureunderwriting.ie

Our promise is

- Acknowledge written complaints promptly
- Investigate complaints quickly
- Keep **You** informed of the progress of the complaint
- **Use** information learned during the complaint to improve **Our** complaints process

If **You** are not happy with **Our** formal response you may wish to contact our insurers who are:

Sections 1-4 QIC Europe Ltd

QIC Europe Limited (Company Registration Number C67694) is a company licenced in Malta authorised under the Insurance Business Act, 1998 to carry out general insurance business and is regulated by the Malta Financial Services Authority.

QIC Europe Limited is committed to provide you with the highest level of service. However, if you are not satisfied with our services, please refer the matter to our Complaints Officer at:

QIC Europe Limited
c/o Aon Insurance Managers Malta
No. 7, 4th Floor, Block C,
179, Marina Street,
Pietà PTA 9042
Malta

Tel +356 21227278
Andrew.Ross@qic.com.qa

In accordance with Malta Financial Services Authority Rules, any complaint will be taken seriously and handled in a prompt, fair and efficient manner. Your complaint will be acknowledged within 24 hours of receipt.

Where business is underwritten on our behalf by a Coverholder or other such representative, as will be apparent from your policy documentation, we will refer

the matter initially to the Coverholder or other such representative for a response, within two weeks from receipt of your complaint.

If they are unable to resolve the matter, we will investigate and we will aim to conclude our enquiries and provide a final response within two months from the date the complaint was initially received.

If we are unable to provide a final response within two months we will inform you about the cause of the delay and indicate when the investigation is likely to be complete.

In the event that your complaint remains unresolved, the Malta Financial Services Authority's Consumer Complaints Manager will be responsible to handle your complaint:

Consumer Complaints Manager at the
Malta Financial Services Authority:
Malta Financial Services Authority
Notabile Road
BKR 3000
Attard
Malta
Tel +356 214 411 55
consumerinfo@mfsa.com.mt
<http://mymoneybox.mfsa.com.mt>

The Complaints Manager deals with complaints about financial services provided in or from Malta. He can only consider complaints from private consumers and is unable to consider complaints from businesses. Recommendations made by the Complaints Manager are non-binding.

Referring your complaint to the Complaints Manager will not prejudice any rights you may have at law including any right to institute legal proceedings.

In the event the MFSA's Consumer Complaints Manager cannot deal with your complaint, the complaint may be filed using the procedure for cross-border disputes of FIN-NET (dispute resolution network of national out-of-court complaint schemes in the EEA countries) referring your complaint to the Financial Services Ombudsman's Bureau in Ireland and requesting application of such procedure.

Compensation Scheme

QIC Europe Limited is not covered by a compensation scheme in Malta. The Irish Insurance Compensation Fund (established under the Insurance Act 1964 and amended by the Insurance Amendment Act 2011) provides compensation in case a financial services provider authorised, registered or licensed in another EU/EEA Member State other than Ireland is unable, in specified circumstances, to meet its obligations under its policies. Compensation is only available to private persons in limited circumstances. A sum due to a commercial policyholder may not be paid out of the

Fund unless the sum is due in respect of a liability to an individual.

Section 5: Arc Legal Assistance Ltd

If **You** are unhappy with the service that has been provided **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint.

Within 20 working days **You** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **You** will receive a final response.

Within 40 working days of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. At this point, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Services Ombudsman's Bureau. **You** can also refer to the Financial Services Ombudsman's Bureau if **You** are not happy with **Our** final response.

Our contact details are:-

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Tel +44 1206 615000

Email: customerservice@arclegal.co.uk

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority in The United Kingdom. Their Firm Reference Number is 305958. Arc holds the appropriate passporting authority to conduct insurance mediation activities in the Republic of Ireland. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on +44 20 7066 1000.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Regulator in the Republic of Ireland

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PRRegistered No: FC008998