



Combined Property Insurance Policy

Cumann Lúthchleas Gael – Affiliated Units

COMBINED PROPERTY/BUSINESS INTERRUPTION POLICY

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SCHEDULE

CUMANN LÚTHCHLEAS GAEL – AFFILIATED UNITS

Insurer: AIG & Others

Policy Number: ARX05055

Intermediary: Marsh Ireland

Insured: Current registered and affiliated units of Cumann Lúthchleas Gael, which consists of a Central Council, Five Provincial Councils, (Connacht, Leinster, Munster, Ulster And Britain), thirty-two County Committees, Clubs, GAA Handball, GAA Rounders, and affiliated units of associated bodies of The Camogie Association and Ladies Gaelic Football Association, Páirc an Chrócaigh Teoranta (PACT) and Subsidiary Companies details of which have been provided to the Company

**Business /
Activities:**

A Sports and Cultural Organisation responsible for the organisation, training, advising and promotion of Gaelic games, fundraising, social, recreational and all other activities incidental to or associated with a major sporting organisation, property owners including letting and renting of property to third parties and also including such other properties and premises as are leased, rented, hired or loaned to the Insured

Insured Perils: The Policy provides cover on an All Risk Basis including Fire, Lightning, Explosion, Storm Damage, Escape of Water from any Tank Apparatus or Pipe, Glass Breakage, Theft and Subsidence on Buildings.

Subject To: Cover is provided for Buildings of Standard Construction Only. Building of non-standard construction may be subject to additional underwriting requirements and must be declared to ensure that cover is in place. Policy subject to the terms, conditions and exceptions of the policy

Period of Cover: November 1st 2019 to October 31st 2020 both dates inclusive

SUM INSURED

Section 1: Buildings and Contents

All Buildings

Total Sum Insured any one occurrence € 10,000,000
Inner Limit Artificial Pitches - €250,000
Inner Limit Grass Pitches - € 110,000

Contents Up to 25% of the Reinstatement cost of each Individual building

Section 2 Business Interruption

Loss of Revenue Up to 25% of the Reinstatement cost of each Individual building. Indemnity Period 24 Months.

Example for 2 & 3 above
Building Reinstatement Cost - €1,000,000
Contents Sum Insured up to - € 250.000
Loss of Revenue Sum Insured up to - € 250,000

EXCESS

The policy is subject to the following excesses:

- € 5,000 any one occurrence – All Losses excluding Flood and Escape of Water
- € 6,000 any one claim – Damage to Ball Stop Nets cause by Named Storm or Storm in excess 100 MPH
- € 25,000 any one occurrence – All flood losses and where loss occurs as a result of flooding following a heavy rainstorm
- € 5,000 any one occurrence – All Escape of Water Losses on locations that did not have claim in 2010/2011
- € 20,000 any one occurrence – All Escape of Water Losses on locations that had a claim in 2010/2011
- € 5,000 each and every claim – All Escape of Water Losses where clubs have adopted Freeze Prevention Guidelines
- € 1,000 each and every claim – All Theft Claims where remote CCTV monitoring with Live audio warnings is installed and operational e.g. Netwatch Security System, Redcare or other equivalent service.

DEFINITION OF FLOOD AND WINDSTORM

- Flood shall mean the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes), tidal wave, tsunami or any other inundation from the sea, whether or not driven by wind.
- Windstorm shall mean rainstorm, windstorm, hailstorm, hurricane, tempest, typhoon, tornado or cyclone, including ensuing Damage caused by water that backs up from a sewer or drain as a direct result thereof but excluding Flood.
- 72 Hour Provision
- All Damage:
 - (a) caused by Earthquake arising out of a single seismic disturbance
 - (b) caused by Windstorm arising out of a single atmospheric disturbance
 - (c) caused by Floodoccurring within a period of 72 consecutive hours shall be one Occurrence

The Insurer will not be liable, however, for any loss caused by any Earthquake, Windstorm or Flood occurring

- (1) before the effective date and time of this Policy or
- (2) after the expiration date and time of this Policy

BALL STOP NETS:

Retractable nets must be retracted when not in use. Policy Is Limited €1,000,000 any one occurrence and €75,000 any one Location/Club and to an Annual Aggregate of €2,000,000. This is our maximum liability in any one Policy Year for Named Storm as a result of all loss or damage (to the extent covered) including, but not be limited to, loss or damage from wind, hail, lightning, tornado, rain or water (whether driven by wind or not), flood, or any wind driven objects or debris, regardless of the number of covered locations, coverages, or Covered Causes of Loss under this Policy. The Insurer will not be liable for the first €6,000 per location of the total amount payable in respect of Named Storm Damage to Ball Nets.

SUBROGATION WAIVER (RIAI CLAUSE 26):

The Insurer will not enforce any rights against any contractor in respect of damage to buildings, contents or consequential loss resulting therefore by fire, aircraft, explosion, riot, civil commotion, malicious damage, storm, tempest, flood, impact, bursting or overflowing of water tanks apparatus or pipes arising from works carried out on behalf of the insured at any of the premises provided that the contract value for the works does not exceed €200,000

CONDITIONS PRECEDENT

AFFILIATION AND OFFICIAL GUIDE COMPLIANCE

Cover is conditional on the basis that the unit is affiliated to either Cumann Lúthchleas Gael, Ladies Gaelic Football Association or the Camógie Association and be in compliance with the relevant Association's rules as set out in the relevant governing body's official guide

CONSTRUCTION AND / OR DEVELOPMENT WORKS

Cover will not extend to any additions or alterations to existing buildings or to new buildings/developments unless the insured is in compliance with the T&C of the liability policy. Following completion of development works cover will only extend subject to receipt of certificate of completion and verification of contractor's insurance requirements which are set out as follows;

Engagement of Contractors to undertake construction / development works:

- a) Construction and / or development works carried out or arranged on behalf of the insured shall only be undertaken by bone fide contractors
- b) such bona fide contractors shall have in force Employers and Public Liability Insurance and Contractors all Risks (CAR) Insurance for the duration of such work and applicable in respect of all aspects and processes of such work
- c) such Liability Insurance must have a limit of indemnity that is not less than the limit of indemnity application in Section 1, 2 and 3 of GAA Combined Liability Insurance Policy and the CAR cover must have a limit of indemnity not less than the contract value
- d) such insurance shall be valid for the relevant contract work and an indemnity is noted on the policy to the insured
- e) Under the CAR cover the insured will be noted as joint insured

All construction activities must be notified and agreed in advance with Marsh Ireland and/or Croke Park

EMERGENCY RESPONSE PROCEDURES

An Emergency response plan should be developed, and a team appointed to deal with any Property Emergency

FIRE PREVENTION

- Clubs need to ensure that all fire protections are in place and maintained in working order. A record of all maintenance carried out should be documented and retained.
- Premises should be checked for smoking materials (Smoking Zones) before premises vacated. Metal Replaceable Ashtrays to be used and fixed

Protections Warranty under Property Policy

It is warranted that all protections in the herein mentioned Premises under the Insured's control and existing at the inception of this Policy or subsequent alterations within the Period of Insurance be kept in force and maintained throughout the currency of this Policy and not varied or removed without the written consent of the Insurer and such protections be in full use out of business hours or whenever the Insured's portion of the Premises is left unattended.

FREEZE PREVENTION GUIDELINES

- If buildings are left unattended during winter months, the entire water system must be drained down
- There may be water installations which cannot be drained down i.e. toilet cisterns, toilet pans, low section of water tanks etc. in these cases it may be necessary to add an anti-freeze solution to the water
- Buildings with water services should be provided with heating sufficient to maintain a minimum air temperature within every part of the building of at least 10°C and Frost Stats must be fitted to ensure that this temperature is maintained.
- Heating systems / boilers are crucial in order to provide some level of heating and minimise risk of burst pipes – they should be regularly serviced by qualified specialists
- Seal all unnecessary openings, damaged doors, broken windows, and unnecessary vents. (whilst ensuring some level of ventilation is maintained)
- Insulation should be provided around all fittings including bends, valves, tees etc. smaller pipes will require a greater thickness of insulation.
- Inspect piping in order to determine the level and quality of insulation afforded and this should be checked on a regular basis to check integrity
- Insulation material must be maintained in a dry state and this is particularly important regarding external or underground pipes The location of drain valves, stop valves etc. must be known by key personnel in order that the water supplies can be isolated immediately should there be a problem
- Sprinkler systems will require special attention. It is important that alternate wet/dry installations are changed over at the appropriate time. Sprinkler system must be monitored off site at a third-party alarm monitoring station in order to ensure an appropriate response by experienced staff should system, activate. Sprinkler bells must be kept operational.

LEGIONELLA PREVENTION PLAN

Clubs should implement a simple, proportionate and appropriate control measures to ensure the risk of Legionella remains low.

For hot and cold water systems, temperature is the most reliable way of ensuring the risk of exposure to Legionella bacteria is minimised i.e. keep the hot water hot, cold water cold and keep it moving. Other simple control measures to help control the risk of exposure to Legionella include:

- flushing out the system on a regular basis
- avoiding debris getting into the system (e.g. ensure the cold water tanks, where fitted, have a tight fitting lid)
- setting control parameters (e.g. setting the temperature of the hot water cylinder (calorifier) to ensure water is stored at 60°C)
- make sure any redundant pipework identified is removed.

It is important that water is not allowed to stagnate within the water system and so there should be careful management of properties left vacant for extended periods. As a general principle, outlets on hot and cold water systems should be used at least once a week to maintain a degree of water flow and minimise the chances of stagnation. To manage the risks during non-occupancy, consideration should be given to implementing a suitable flushing regime or other measures such as draining the system if it is to remain vacant for long periods.

MAINTENANCE AND UPKEEP

Documented system of maintenance and upkeep must be in place for in respect of all facilities and equipment

PUBLIC LOSS ASSESSORS

Should a claim arise under the Property Insurance Program, the insured is not permitted to appoint a Public Loss Assessor. Should the insured proceed and appoint a Public Loss Assessor, the assessment of the claim by Insurer's will supersede the assessment by the appointed Public Loss Assessor

SURVEY AND RISK REQUIREMENTS

Where a survey has been conducted and in the event that this survey should show that the risk or any part of it is not satisfactory in the opinion of the Company then the Company reserves the right to

- a) alter the premium or terms and Conditions
- b) exercise their right to cancel the Policy
- c) leave the premium or terms and Conditions unaltered

Risk Improvements Measures arising following a survey of any insured location must be completed within the prescribed timeline and failure to address Risk Improvements Measures will result in withdrawal of cover. Evidence of completion of Risk Improvements Measures must be submitted to Croke Park and / or Marsh Ireland

The Company will advise the Insured or the Insured's intermediary of their decision and the effective date of such decision

SYNTHETIC TURF PLAYING SURFACES

Synthetic Turf Playing Surfaces must be registered on the GAA Register of Synthetic Pitch playing surfaces and have valid certification in place

CLAIMS

(a) On the happening of any Damage the Insured shall give immediate notice thereof in writing to Marsh Ireland via email propertyclaimsgaa@marsh.com or to the GAA Insurance Department in Croke Park

(b) In respect of Damage caused by malicious persons and/or theft it is a condition precedent to any claim that immediate notice of the Damage shall have been given by the Insured to the police authority.

(c) The Insured shall within 30 days after any Damage (7 days in the case of Damage caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Insurer may in writing allow at the expense of the Insured deliver to the Insurer a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of property damaged and of the amount of Damage thereto respectively having regard to their value at the time of the Damage together with details of any other insurances on any property hereby insured. The Insured shall also give to the Insurer all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith. No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

(d) Full co-operation must be provided by the insured at all stages during the claims process. No claim under this Policy shall be payable unless the terms of this Condition have been complied with.

EXTENSIONS TO SECTION 1 BUILDINGS AND CONTENTS

CHANGE OF TEMPERATURE

The insurance by this section covers any damage to the property insured, which may be caused by change of temperature resulting from the total or partial destruction or disablement of any refrigerating plant by any peril hereby insured against subject to the terms of the policy

INADVERTENT OMISSIONS

This insurance extends to cover property, which the Insured have inadvertently omitted to include in the values declared at the commencement of or during the current Period of Insurance. The Insured undertake to give the Insurer particulars of such property as soon as practicable following discovery of the omission, and in no case later than the next renewal date, and to pay an additional premium if required. The liability of the Insurer under this memorandum shall not exceed €1,000,000 in respect of any one occurrence.

INTERNAL TRANSFERS.

The insurance in respect of Column 2 (Machinery) and Column 3 (Stock) applies to property as therein defined transferred between premises described in the said items, including transit by road, rail or inland waterway between such premises. The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the loss occurred at the premises from which the property is transferred, or in the aggregate 10% of the sum insured by Columns 2 and 3 hereof or €320,000 whichever is the less in respect of any such transfers at any one time.

PROPERTY STORED

The insurance in respect of Column 2 (Machinery) and Column 3 (Stock) extends to include property of the Insured as therein defined whilst stored anywhere in the Republic of Ireland, Northern Ireland or Great Britain elsewhere than at the Premises in the occupation of the Insured, subject to a limit of €500,000 in respect of any one occurrence.

SUBSIDENCE EXTENSION

Policy Exclusion 1. (d) (i) is amended to read as follows:
subsidence, ground heave or landslip

(A) occasioned by the settlement or movement of made-up ground or by coastal or river erosion

(B) occurring whilst the Property Insured or any part thereof is in course of erection or undergoing demolition, structural alteration or structural repair.

The Insured shall give notice to the Insurer immediately on becoming aware thereof in the event of building, demolition or excavation operations being commenced on any adjoining site. In such event the Insurer shall have the right to vary or cancel the cover provided by this Policy against Damage caused by subsidence, ground heave and landslip.

EXTENSIONS TO SECTION 2 BUSINESS INTERRUPTION

ACCIDENTAL FAILURE OF THE PUBLIC SUPPLY OF ELECTRICITY, GAS, WATER OR TELECOMMUNICATIONS SERVICES

Any loss as insured under Section 2 of this Policy resulting from interruption of or interference with the Business in consequence of the Contingencies specified below shall be deemed to be loss resulting from Damage provided that after the application of all other terms, conditions and provisions of the Policy the liability under this Extension in respect of any one occurrence shall not exceed –

1. the percentage of 133 1/3% of the Estimated Gross Revenue by Item No. 1 of Section 2
or

2. the amount

shown below against such Contingencies as the limit.

THE CONTINGENCIES

The accidental failure of –

1. the public supply of electricity at the terminal ends of the supply undertaking's service feeders at the Premises
2. the public supply of gas at the supply undertaking's meters at the Premises
3. the public supply of water at the supply undertaking's main stop cock serving the Premises
4. the public supply of telecommunications services at the incoming line terminals or receivers at the Premises resulting from -

(a) failure of satellites

(b) failure from any other cause

in the Republic of Ireland, Northern Ireland or Great Britain but excluding any failure –

(a) which does not involve a cessation of supply for at least seven consecutive hours

(b) due to an Excluded Cause.

Limit €5,000,000

PREVENTION OF ACCESS

Property in the vicinity of the Premises, destruction of or damage to which shall prevent or hinder the use of the Premises or access thereto, whether the Premises or property of the Insured therein shall be damaged or not. Limit €5,000,000

For the purposes of this extension:

1. Indemnity Period shall mean the period beginning after the occurrence of the Damage and ending not later than the Maximum Indemnity Period thereafter during which the results of the Business shall be affected in consequence of the Damage.
2. Maximum Indemnity Period shall mean 3 months.

NOTIFIABLE DISEASE

For the purpose of Section 2 of this Policy, the word Damage is extended to include:-

1. (a) any occurrence of a Notifiable Disease (as defined below) at the Premises or a Notifiable Disease attributable to food or drink supplied at the Premises,

(b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease,
2. the discovery of vermin or pests at the Premises,
3. any accident causing defects in the drains or other sanitary arrangements at the Premises, which causes restrictions on the use of the Premises on the order or advice of the competent local authority,
4. discovered within a Fifteen (15) mile radius of any premises insured under this policy
5. any occurrence of murder or suicide at the Premises

SPECIAL PROVISIONS

- (a) Notifiable Disease shall mean illness sustained by any person resulting from
- (i) food or drink poisoning, or
 - (ii) an occurrence of a human infectious or human contagious disease which the competent local authority has stipulated shall be notified to them, with the exception of any occurrence, whether directly or indirectly, of Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition, Severe Acute Respiratory Syndrome (SARS), any mutation of H5N1 that manifests itself as a human infectious or human contagious disease, and H1N1, which are all specifically excluded hereunder.
- (b) For the purpose of this Extension
Indemnity Period shall mean the period during which the results of the Business shall be affected in consequence of the Damage, beginning with the date from which the restrictions on the Premises are applied (or in the case of 4. above, with the date of the occurrence) and ending not later than the Maximum Indemnity Period thereafter

UNSPECIFIED SUPPLIERS

The premises of any other of the Insured's suppliers, manufacturers or processors of components, goods or materials (but excluding the premises of any public supply undertaking from which the Insured obtains electricity, gas or water) in the Republic of Ireland, Northern Ireland and Great Britain.

Limit 5% but in no case exceeding €2,875,000

EXCLUDED CLAUSES

1. Loss resulting from:
 - (a) failure caused by
 - (i) the deliberate act of any supply undertaking or by the exercise by any such undertaking of its power to withhold or restrict supply or services
 - (ii) strikes or any labour or trade dispute
 - (iii) drought

(iv) other atmospheric or weather conditions, but this shall not exclude failure due to damage to equipment caused by such conditions

(b) failure of any satellite prior to its attaining its full operating function or whilst in or beyond the final year of its design life

(c) temporary interference with transmissions to and from satellites due to atmospheric, weather, solar or lunar conditions

(d) failure due to the transfer of the Insured's satellite facility to another party

2. Loss resulting from Damage occasioned by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority

3. Loss resulting from Damage to any property whatsoever directly or indirectly caused by or contributed to by or arising from -

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

4. Loss resulting from Damage in Northern Ireland occasioned by or happening through riot, civil commotion and (except in respect of Damage by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

SALVAGE SALE CLAUSE

If, following Damage giving rise to a claim under this Policy, the Insured shall hold a salvage sale during the Indemnity Period, clause (a) of the item on Gross Profit shall, for the purpose of such claim, read as follows: -

(a) in respect of reduction in Turnover: the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period (less the Turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the Standard Turnover, from which sum shall be deducted the Gross Profit actually earned during the period of the salvage sale

Maximum Indemnity Period shall mean 3 months.

Premises shall mean only those GAA clubs and premises situate in the Republic of Ireland and Northern Ireland; in the event that the Material Damage or Business Interruption Sections include an extension which deems Damage at other locations to be Damage at the Premises such extension shall not apply to this Extension.

(c) The Insurer shall not be liable under this Extension for any costs incurred in the cleaning, repair, replacement, recall or checking of property.

(d) The Insurer shall only be liable for loss arising at those Premises which are directly subject to the Damage.

(e) The liability of the Insurer shall not exceed in the aggregate any one period of insurance €5,000,000 in respect of this Extension (other than paragraph (f) €7,500 in respect of paragraph (f) of this Extension

(f) Notwithstanding Special Provision (c), the insurance by this Extension extends to include the costs and expenses

necessarily incurred with the consent of the Insurer in

- (i) cleaning and decontamination of property used by the Insured for the purpose of the Business (other than stock in trade),
 - (ii) removal and disposal of contaminated stock in trade,
- at or from the Premises, the use of which has been restricted on the order or advice of the competent local authority solely in consequence of the Damage as defined above.

CONTRACT SITES

Any situation in Republic of Ireland or Northern Ireland not in the occupation of the Insured where the Insured is carrying out a contract.

NEW BUSINESS CLAUSE

Rate of Gross Profit shall mean the rate of Gross Profit earned) to which such adjustments shall be made as may be on the Turnover during the period between the date of the) necessary to provide for the trend of the Business and for commencement of the Business and the date of the Damage) variations in or other circumstances affecting the Business

Annual Turnover shall mean the proportional equivalent, for) either before or after the Damage or which would have occurred,) been affecting the Business had the Damage not a period of twelve months, of the Turnover realised during) so that the figures thus adjusted shall represent as nearly as the period between the commencement of the Business and) may be reasonably practicable the results which but for the the date of the Damage) Damage would have been obtained during the relative) period after the Damage.

Standard Turnover shall mean the proportional equivalent,)
for a period, equal to the Indemnity Period, of the Turnover)
realised during the period between the commencement of)
the Business and the date of the Damage)

MONEY EXTENSION

Notwithstanding Policy Exclusions 1. (c) (i) or 5. (b) (i) or Definition 1. (b) (v) applicable to Section 1, the insurance by this Policy is extended subject to the following sub-limits to include loss, not otherwise excluded, of:

Money, being cash, bank notes, cheques, postal orders, unused postage stamps, national savings stamps and certificates, national giro payment orders, travellers cheques, luncheon vouchers and credit card vouchers whilst

(a) in the Premises when outside business hours	
(i) not contained in locked safe or strongroom	€650
(ii) contained in locked safe(s) or strongroom	€32,000
(b) in transit or in the Premises during business hours	€16,500 (Transit) €32,000 (Premises)
(c) in the custody of authorized employees/club members and/or volunteers anywhere in the world	€635
(d) in bank night safe/bank premises	€95,250
(e) in Hotel Safe	€2,540
(f) in transit in the custody of an approved Security Company or whilst on their premises pending delivery but only insofar as the Insured fails to recover the cash under the terms of their contract with the approved Security Company	€63,500
(g) in the Private Dwelling House of the Insured's authorised officials out of business hours	€2,550
(h) unused units of credit contained in postal or insurance franking machines	€16,500
(i) Loss of or damage to safe(s) or strongroom(s) (limited to the cost or repair or replacement of the safe or strongroom to a condition or quality that applied at the time of the happening of the loss or damage) but limited to a sum not exceeding	€39,000

2. crossed cheques, crossed postal orders and crossed money orders €320,000

However, the indemnity provided by this Endorsement shall not apply to shortages due to error or omission.

Deductible

A deductible of €4,000 shall apply in respect of each and every loss under this Extension other than in respect of sub-limits 1. (a) (i), 1 (c) 1 (e) and 1 (j) above.

Custodian Clause

It is a condition precedent to the Insurer's liability in respect of loss of Money whilst in transit that such Money shall at all times be in Custody as follows ("Custody" shall mean being in constant attendance with direct responsibility for the security of Money):

1. Up to but not exceeding €8,000 In Custody of at least one fully responsible adult person
2. Exceeding €8,000 but not exceeding €16,500 In Custody of at least two fully responsible adult persons

It is noted that the insurance in respect of Money in Custody of an approved security firm shall apply only if such loss is not recoverable under the agreement between the Insured and said firm. Immediate written notice shall be given to the Insurer in the event of any alteration to the said agreement whereby the security firm avoids or reduces its liability for Money in its Custody.

Cash on Premises Warranty

It is warranted that cash not contained in a safe during business hours is not to be left unattended. It is further warranted that the safe be kept locked whilst unattended and that the keys thereto be not kept in the same room and be removed from the premises out of business hours.

Assault Benefits

If, as a result of actual or attempted robbery or hold up, the Insured or any director, partner or employee of the Insured should in the course of his duties in the Insured's Business sustain

1. bodily injury by violent external and visible means resulting solely and directly in

(a) death or loss of use of limbs or sight or permanent total disablement occurring within twelve months of the injury then the Insurer will pay €32,000.

(b) temporary disablement totally preventing him from attending to his business, then the Insurer will pay €250 per week for the period of total disablement up to a maximum period of 104 weeks from the date of the accident.

The Insurer will not be liable under both (a) and (b) for a claim in respect of any one person arising from one incident, nor will the Insurer be liable to pay a claim in respect of any person not between the ages of 16 and 70 years.

2. loss or destruction of or damage to clothing and personal effects, the Insurer will pay the amount of the loss, destruction or damage up to an amount not exceeding €650 in respect of any one person at any one time.

3. medical expenses, the Insurer will pay an amount not exceeding €317 in respect of any one person and any one loss. The Assault Benefits are not subject to the deductible(s) applicable to this Policy.

LOSS OF LICENCE EXTENSION

The Insured having an interest in the Premises in respect of which a licence has been granted for the sale of intoxicating liquor, it is hereby agreed (subject to the undernoted conditions) that if the said licence shall be forfeited under the provisions of the appropriate legislation governing such licences or refused renewal after due application for such renewal to the appropriate authority at any time during the Period of Insurance, then the Insurer will pay or make good to the Insured all loss that the Insured may sustain in respect of:

1. the depreciation in value of the interest of the Insured in the Premises by the forfeiture of or refusal to renew the licence to an amount not exceeding the Maximum Amount Recoverable stated below
2. the costs and expenses incurred by the Insured with the written consent of the Insurer in connection with any appeal against the forfeiture of or refusal to renew the Licence

provided always that if the Insured shall be entitled to obtain the payment of compensation under the provisions of any Act of the Oireachtas in respect of the refusal to renew the licence, no claim shall arise under this Extension. The amount recoverable under this Extension shall not in any event exceed the Maximum Amount Recoverable stated below.

Maximum Amount Recoverable: €100,000

Special Conditions applicable to this Extension

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

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

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

3. In the event of the licence being forfeited or refused renewal the Insured shall:-

a) give notice in writing to the Insurer within 24 hours of receiving knowledge of such event stating the grounds upon which the licence was forfeited or refused renewal

(b) give all such assistance as the Insurer may require for the purpose of an appeal against such forfeiture or refusal to renew and allow the Insurer its solicitors' full discretion in the conduct of such proceedings

(c) apply if practicable and if required by the Insurer for the grant of such new licence for the same or alternative premises as may enable the Insured to continue the Business in a similar or alternative form

(d) provide a statement of the Insured's loss, if any, together with such documents, statements and accounts as may be fairly required by the Insurer to verify the same and also, if required by the Insurer, make a statutory declaration as to the truth, accuracy and comprehensiveness thereof and give the Insurer free access to the Premises and the books and accounts thereof as may be necessary for ascertaining the value of the property and the goodwill of the Business.

4. If any alterations to the Premises requiring the consent of the licensing or other necessary authority shall be made without their approval or if the Premises are closed for any period not required by law or are not maintained in a sanitary or other repair or condition or any direction or requirement of licensing or other authority shall not be complied with or if the forfeiture of or refusal to renew the licence be occasioned wholly or partly by or through the misconduct or procurement or connivance or neglect or omission of the Insured or by any omission of the Insured to take any step necessary for keeping the licence in force no claim shall arise under this Extension unless the Insured or any claimant hereunder shall prove to the reasonable satisfaction of the Insurer that such matter was beyond his or their power or control.

5. No claim shall arise under this Extension if, prior or subsequent to the refusal to renew or forfeiture of the licence, the Premises shall be required for any public purpose or if surrender or refusal to renew or forfeiture shall arise under or result directly or indirectly from any scheme of local planning, improvement or redevelopment, or surrender, reduction, or redistribution of licences in connection with post-war reconstruction or from any alteration of the law affecting the grant, surrender, refusal to renew or forfeiture of licenses.

6. This Extension ceases to be in force as to any interest hereby insured which shall pass from the Insured to any other person otherwise than by will or operation of law unless the Insurer shall agree in writing to continue the insurance in favour of such other person.

GOODS IN TRANSIT EXTENSION

The Insurer will indemnify the Insured under Section 1 of this Policy against the following within the Republic of Ireland, Northern Ireland and Great Britain:

1. Damage to:

- (a) Property Insured whilst in or on any road vehicle operated by the Insured or hauliers or by parcel post or by rail;
- (b) tarpaulins, sheets and ropes whilst being carried on any road vehicle operated by the Insured;

2. expenses reasonably incurred in

- (a) the transfer of Property Insured to another vehicle and the delivery to the original destination within the Republic of Ireland, Northern Ireland or Great Britain or return to the place of despatch necessitated by fire, collision or overturning of any road vehicle operated by the Insured;
- (b) the reloading on to any road vehicle operated by the Insured of any Property Insured which has fallen from such vehicle;
- (c) the removal of debris and site clearance consequent on the destruction of or damage to Property Insured;

3. costs reasonably incurred to minimise damage occurring whilst in Transit within the Republic of Ireland, Northern Ireland and Great Britain

provided that the liability of the Insurer in respect of any one loss or series of losses arising out of any one event shall not exceed the following amounts:

- (i) any one road vehicle operated by the Insured €10,000
- (ii) any one road vehicle operated by a haulier €10,000
- (iii) any one rail conveyance €10,000
- (iv) any one sending by registered post € 2,000

Definitions applicable to this Extension

Solely for the purposes of this Extension

1. "Transit" shall mean being carried from the time the Property Insured is lifted to the time it is unloaded at its destination including:

- (a) loading and unloading;
- (b) carriage on recognised "roll-on, roll off" vehicle ferries, provided no unloading or reloading of the vehicle is involved;
- (c) whilst temporarily housed on or off the vehicle (excluding storage at a rental or arrangement for storage and distribution) in the course of the said carriage but excluding any installation, erection or testing.

2. "Property Insured" shall mean personal property not otherwise excluded of:

- (a) the Insured; or
- (b) third parties over which the Insured is exercising a lien; or
- (c) third parties in which the Insured has some beneficial interest.

Exclusions applicable to this Extension

1. This Extension does not insure against Damage:

- (a) caused by the Insured's improper packing and/or deliberate rough handling;
- (b) caused by bending, denting, chipping, marring or scratching unless caused by fire, lightning, windstorm, flood, explosion, collision, derailment or overturning or stranding, burning or sinking of ferry or lighter;

- (c) of or to export shipments which have been laden on board export conveyance or have come under the protection of marine insurance, whichever first occurs;
- (d) of or to property carried by or despatched by the Insured for hire or reward;
- (e) due to insufficient labelling or incorrect addressing or failure to make proper and complete declarations required by carriers;
- (f) to Property Insured in or on open vehicles owned or operated by the Insured caused by atmospheric or climatic conditions unless the Property Insured is protected by vehicle sheets;
- (g) to Property Insured in any vehicle which is being used outside the normal course of the Business;
- (h) of or to foodstuffs by tainting.

This Extension does not insure against:

- (a) loss of profit, loss of use or loss of market however caused;
- (b) unexplained shortages;
- (c) theft of portable telephones, computer hardware equipment or telecommunications equipment whilst not under observation by at least one person with a reasonable prospect of preventing any unauthorised interference;
- (d) theft or attempted theft from a soft topped, open or curtain sided vehicle unless the vehicle is stolen at the same time.

Goods in Transit Warranties

1. **Immobiliser and Alarm.** The Insurer will not make any payment under this Extension for theft from a vehicle where the vehicle has been removed by the thief or thieves unless the Insured proves that the vehicle has been fitted with an immobiliser and an alarm. Such immobiliser and alarm are to be in efficient working order and duly operated whenever the vehicle is not attended.
2. **Unattended Vehicles.** The Insurer will not make any payment under this Extension for theft from any vehicle not attended unless:
 - (a) all doors, windows and other openings are left closed, securely locked and properly fastened; and
 - (b) entry or access to the vehicle has been effected by forcible and violent means.
3. **Overnight Requirement.** The Insurer will not make any payment under this Extension for theft in respect of Property Insured left in or on any unattended vehicle from 9pm to 6am except where such vehicle is protected in accordance with the vehicle security requirements specified under this Extension and is either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates or in a guarded security park.
4. **Trailer.** The Insurer will not make any payment under this Extension for theft from a trailer which is detached from the towing vehicle and where the trailer has been removed by the thief or thieves unless the trailer is fitted with a king pin lock or draw bar lock or any alternative device which has been approved by the Insurer in writing.

Special Conditions applicable to this Extension

1. The valuation of the Property Insured covered hereunder shall be the actual invoice cost, including prepaid freight, together with such costs and charges since shipment as may have accrued and become legally due thereon and all premium under this Extension shall be paid on this basis. If there is no invoice, the valuation of the Property Insured hereunder shall be the actual cash market value of the Property Insured at the point of destination on the date of the Damage.
2. In case of Damage affecting labels, capsules or wrappers the Insurer if liable therefor under the terms of this Extension shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of reconditioning the goods but in no event shall the Insurer be liable for more than the insured value of the damaged merchandise.
3. When the Property Insured under this Extension includes a machine consisting when complete for sale or use of several parts then in case of Damage covered by this insurance to any part of such machine the Insurer shall be liable

only for the proportion of the said Damage which the insured value of the said part bears to the insured value of the machine or at the Insurer's option for the cost and expenses, including labour and forwarding charges, of replacing or repairing the Damaged part but in no event shall the Insurer be liable for more than the insured value of the complete machine.

4. This insurance shall not insure directly or indirectly to the benefit of any carrier nor without the affirmative consent of the Insured to the benefit of any other bailee. The Insured may accept, without prejudice to this insurance, the ordinary value of bills of lading of carriers as provided in their tariffs; otherwise the Insured agrees not to enter into any special agreement with carriers or bailees releasing them from their common law or statutory liability. The Insurer shall not be liable for any Damage which, without its written consent, has been settled or compromised by the Insured.

5. Cancellation of this Extension shall not prejudice coverage hereunder in respect of Property Insured which is in Transit on the effective date of cancellation

POLICY CONDITIONS

The following Conditions apply to the entire Policy. Additional Conditions specific to each Section are set out therein. The titles of these paragraphs are for convenience only and do not lend any meaning to this contract.

1. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or in case the arbitrators do not agree, of an umpire appointed in writing by the arbitrators before entering upon the reference. The umpire shall sit with the arbitrators and preside at their meetings and the making of an award shall be a condition precedent to any right of action against the Insurer. After the expiration of one year after any destruction or damage the Insurer shall not be liable in respect of any claim thereof unless such claim shall in the meantime have been referred to arbitration.

2. Automatic Reinstatement Following Loss

In consideration of the insurance by any item hereof not being reduced by the amount of any loss, the Insured undertake to pay the appropriate extra premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance.

3. Deductible

This Policy does not cover in respect of each Section the amounts of the deductibles stated in the Schedule in respect of each and every loss as ascertained after the application of all other terms and conditions of the Policy including any condition of Average.

Warranted that the Insured shall not effect insurance in respect of the amounts of the deductibles stated in the Schedule.

4. Fraud

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

5. Governing Law

This Policy shall be governed by and construed in accordance with the laws of the Republic of Ireland.

6. Insurance Act, 1936

All moneys which become or may become due and payable by the Insurer under this Policy shall in accordance with Section 93 of the Insurance Act, 1936, be payable and paid in Ireland.

7. Identification

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

8. Limit of Liability

In respect of the insurance under each Section of the Specification the liability of the Insurer in any one Period of Insurance shall in no case exceed:

(a) in respect of each item the sum expressed to be insured thereon or in the whole the total sum insured thereby

(b) any limit of liability shown in the Schedule

or such other amount as may be substituted therefor by memorandum hereon signed by or on behalf of the Insurer.

9. Policy Voidable

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

10. References to Statute

In this Policy references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted, or replaced from time to time and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision.

11. Subrogation

Any claimant under this Policy shall at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurer shall be or

would become entitled or subrogated upon its paying for or making good any loss under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurer.

12. Subrogation Waiver

In the event of a claim arising under the Policy the Insurer agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against:

(a) any company standing in the relation of parent to subsidiary to the Insured as defined in Section 155 of the Companies Act, 1963

(b) any company standing in the relation of subsidiary to parent to the Insured as defined in Section 155 of the Companies Act, 1963

(c) any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary, in each case within the meaning of Section 155 of the Companies Act, 1963.

13. Waiver or Change of Policy Terms

The terms of the Policy shall not be waived or changed except by endorsement issued by the Insurer or intended to be issued by the Insurer to form a part of this Policy.

14. Warranties

Every warranty to which the Property Insured or any item thereof is or may be made subject shall from the time the warranty attaches apply and continue to be in force during the whole currency of this Policy and non-compliance with any such warranty shall insofar as it increases the risk be a bar to any claim in respect of such property or item provided that whenever the Policy is renewed a claim in respect of Damage occurring during the renewal period shall not be barred by reason of a warranty not having been complied with at any time before the commencement of such period.

POLICY EXCLUSIONS

This Policy does not cover: -

1. Damage or Consequential Loss caused by:

(a) (i) faulty or defective design, materials or workmanship, inherent vice, latent defect, gradual deterioration, wear and tear or frost

(ii) explosion occasioned by the bursting -

in respect of Section 1, of a boiler (not being a boiler used for domestic purposes only), economiser or other vessel, machine or apparatus

in respect of Section 2, of any vessel, machine or apparatus (not being a boiler or economiser on the Premises)

in which internal pressure is due to steam only and belonging to or under the control of the Insured

(iii) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

(iv) delay or loss of market

but this shall not exclude subsequent Damage or Consequential Loss resulting from an ensuing cause which is not otherwise excluded

(b) (i) collapse or cracking of buildings

(ii) corrosion, rust, change in temperature, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, change in colour or flavour or texture or finish, vermin, insects, marring or scratching

(iii) solidification of the contents of molten material holding units, molten material transmission lines and/or appurtenances

but this shall not exclude such Damage or Consequential Loss if resulting from a cause which is not otherwise excluded

(c) (i) theft other than theft involving entry to or exit from the buildings at the Insured's premises by forcible and violent means or any attempt thereof

(ii) infidelity or dishonesty of the Insured or any of his employees or other persons to whom property insured hereunder may be entrusted nor Damage resulting from the Insured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretence

(iii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information

(iv) cracking, fracturing, collapse or overheating of boilers, economisers, vessels, tubes, or pipes, nipple leakage and/or the failure of welds of boilers

(v) mechanical or electrical breakdown and/or derangement of machinery or equipment

(vi) bursting, overflowing, discharging or leaking of water tanks, apparatus or pipes when the premises are empty or disused

(vii) in respect of Section 2 only, Consequential Loss resulting from Damage caused by the deliberate act of a supply authority in withholding the supply of water, gas, electricity or fuel

but this shall not exclude:

(A) such Damage or Consequential Loss if resulting from a cause

(B) subsequent Damage or Consequential Loss resulting from an ensuing cause which is not otherwise excluded.

(d) (i) subsidence, ground heave or landslip

(ii) normal settlement or bedding down of new structures

(iii) sun, wind, rain, hail, sleet, snow, flood or dust to movable property in the open or fences and gates

2. Damage to

(a) property as a result of its undergoing any process

(b) property in transit

or Consequential Loss resulting therefrom

3. unless specifically mentioned as insured by this Policy, goods held in trust or on commission, bonds, credit cards, securities of any description, documents, manuscripts, business books, computer systems records, patterns, models, moulds, plans, designs, explosives

4. in respect of Section 2 only, Consequential Loss resulting from erasure or distortion of information on computer systems or other records: -

(a) whilst mounted in or on any machine or data processing apparatus

or

(b) due to the presence of a magnetic flux

unless caused by Damage to the machine or apparatus in which the records are mounted

5. (a) Damage to glass (other than fixed glass), china, earthenware, marble or other fragile or brittle objects or Consequential Loss resulting therefrom

(b) in respect of Section 1 only, Damage to:

(i) money, cheques, stamps, bonds, credit cards, securities of any description

(ii) jewellery, precious stones, precious metals, bullion, furs, curiosities, rare books or works of art

but this shall not exclude Damage to property described in (a) and (b) or Consequential Loss caused by fire, lightning, explosion, aircraft, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, tempest, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage, impact by any road vehicle or animals and not otherwise excluded

6. Damage to

(a) vehicles licensed for road use (including accessories thereon), caravans, trailers, railway locomotives and/or rolling stock, watercraft or aircraft

(b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection

(c) land, roads, pavements, piers, jetties, bridges, culverts or excavations

(d) livestock, growing crops or trees

or Consequential Loss resulting therefrom but, in respect of Section 2, this shall not exclude Consequential Loss (not otherwise excluded) caused by any peril specified in Policy Exclusion 5 above

7. in respect of Section 1 only, Damage to property which at the time of the happening of such Damage is insured by or would but for the existence of this Policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected

8. Damage or Consequential Loss directly or indirectly occasioned by or happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority

9. Damage to any property whatsoever 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

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

10. Damage or Consequential Loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

11. (a) in respect of Section 1, loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by
(i) pollution or contamination which itself results from Damage as within defined
(ii) Damage as within defined which itself results from pollution or contamination
(b) in respect of Section 2, loss resulting from pollution or contamination except (unless otherwise excluded) loss resulting from destruction of or damage to property or any part thereof used by the Insured at the Premises for the purpose of the Business caused by
(i) pollution or contamination at the Premises which itself results from Damage as within defined
(ii) Damage as within defined which itself results from pollution or contamination

12. Damage or Consequential Loss attributable solely to change in the water table level

13. Damage to any electrical plant or apparatus caused by self-ignition, but this Exclusion shall apply only to that part of the electrical plant or apparatus in which self-ignition occurs

14. (a) Damage or Consequential Loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment, media microchip, operating systems, microprocessors (computer chip), integrated circuit or similar device, or any computer software, whether the property of the Insured or not, and whether occurring before, during or after the year 2000 that results from the inability to:
(i) correctly recognize any date as its true calendar date;
(ii) capture, save, or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date other than its true calendar date; and/or
(iii) capture, save, retain or correctly process any data as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data on or after any date.
(b) the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
(c) Damage or Consequential Loss arising from the failure, inadequacy, or malfunction of any advice, consultation, design, evaluation, inspection, installation, maintenance, repair or supervision done by the Insured or for the Insured or by or for others to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in (a) above.

Such Damage or Consequential Loss described in (a), (b), or (c) above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

This shall not exclude subsequent Damage or Consequential Loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean (to the extent that these are insured by this Policy):
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, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft or attempted theft, subsidence, ground heave or landslide.

15. notwithstanding any provision to the contrary within this insurance or any endorsement thereto, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Insurer alleges that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

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

16. notwithstanding any provision to the contrary within the Policy or any endorsement thereto, loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

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

However, in the event that a peril listed below results from any of the matters described in the first paragraph of this Exclusion, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Period of Insurance to property insured by this Policy directly caused by such listed perils.

Fire
Explosion

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

17. (a) loss, destruction or damage to property insured by mould, mildew, fungus or spores, except when directly caused by damage to property insured during the Period of Insurance by one of the following listed perils:

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, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal.

This coverage is subject to all limitations of the Policy and, in addition, to each of the following specific limitations:

- (i) The said property must be insured for loss, destruction or damage by that listed peril as detailed above.
- (ii) The Insured must report to the Insurer the existence and cost of the loss, destruction or damage by mould, mildew, fungus or spores as soon as practicable, but no later than 6 months after the listed peril as detailed above first caused

any loss, destruction or damage to such insured property during the Period of Insurance. This Policy does not insure any loss, destruction or damage by mould, mildew, fungus or spores first reported to the Insurer after that 6-month period.

(b) except as set forth in the foregoing paragraph (a), any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mould, mildew, fungus or spores of any type, nature or description

18. We shall not be deemed to provide cover and we 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, our parent company or our ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America

COMPLAINTS PROCEDURE

AIG Europe S.A. wants to give you the best possible service. For complaints please contact:

The Customer Complaints Officer
AIG Europe S.A.,
30 North Wall Quay,
IFSC,
Dublin 1,
D01 R8H7.

Phone: +353 1 208 1400
E-mail: customercomplaints.ie@aig.com
Website: www.aig.ie/complaints

The following can also be contactable:

Insurance Ireland
Insurance Centre,
5 Harbourmaster Place,
IFSC,
Dublin 1,
D01 E7E8.

Phone: +353 1 676 1820
Fax: +353 1 676 1943
E-mail: feedback@insuranceireland.eu
Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29.

Phone: +353 1 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

As AIG Europe S.A. is a Luxembourg based insurance company, in addition to the complaints procedure set out above, access to the Luxembourg mediator bodies is available for any complaints that arise regarding this Policy. Contact details of the Luxembourg mediator bodies are available on AIG Europe S.A.'s website: <http://www.aig.lu>

Right to take legal action is not affected by following any of the above procedures.

HOW AIG USE PERSONAL INFORMATION

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

Insurance administration, e.g. communications, claims processing and payment

Make assessments and decisions about the provision and terms of insurance and settlement of claims

Assistance and advice on medical and travel matters

Management of our business operations and IT infrastructure

Prevention, detection and investigation of crime, e.g. fraud and money laundering

Establishment and defence of legal rights

Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)

Monitoring and recording of telephone calls for quality, training and security purposes

Market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers’ compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico, Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to

withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.

This insurance is underwritten by AIG Europe S.A., an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: enquiries@centralbank.ie. Web: <http://www.centralbank.ie>.

If a solvency and financial condition report of AIG Europe S.A. is available, it can be found at <http://www.aig.lu/>.

Employees are paid a salary.

This Policy is an underlying policy forming part of the master insurance policy issued to the holding entity of the Insured. Cancellation or non-renewal of the master policy automatically cancels this Policy with effect from the date of cancellation of such master policy

