Apartment Block Policy Wording

Introduction

Welcome to Intact Insurance. Thank you for choosing us as your insurer.

Intact Insurance [as part of Intact Financial Corporation] is one of the world's longest serving general insurance companies. Our purpose is to help our customers prosper in the good times whilst building resilience for the more testing times.

Through the strength of our products and the expertise of our teams, we aim to minimize disruption to your business. So, when your circumstances change or you are faced with the unexpected, you can focus on running your business knowing that you are in safe hands.

This is your **Apartment Block** policy wording.

Your Policy comprises of several documents including the policy wording (this document), the Schedule (as defined) and the Statement of Fact (as defined). In the event of any inconsistency between any terms of this Policy, the terms set out in the Schedule shall take precedence over any terms in the policy wording. This Policy is a legal contract, so all documents should be kept in a safe place.

Please read the Policy carefully and if it does not meet your needs, please return it to your insurance intermediary.

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Your Policy

The Policy is a legal contract between you (also referred to as the Insured or your) and us (also referred to as Intact Insurance Ireland DAC, the Company, we, our).

For all purposes, all parties included in the definition of the Insured in the Schedule, shall constitute one Insured, or one party, or legal entity, so that there will be only two parties to the contract of insurance between you and the Company.

The policy wording, Schedule, Statement of Fact, endorsements, memoranda and certificates should be read as if they are one document.

Your Policy is made up of individual sections. It should be read together with the Schedule which specifies the sections for which insurance is in place.

If you are:

A) a Consumer, as referenced within the Consumer Insurance Contracts Act 2019 (or subsequent amending legislation), we have relied on the information provided by you in response to questions asked by us and on information supplied by your insurance intermediary. Our acceptance of this risk and the Premium charged, and the terms and conditions applied have been based upon the information provided to the Company. Any material change or alteration in the original information presented to us must be advised to us immediately. Failure to do so may result in the Company refusing indemnity in relation to a claim.

B) not a Consumer, as referenced within the Consumer Insurance Contracts Act 2019 (or subsequent amending legislation), we have relied on information provided by you and/or your insurance intermediary. Our acceptance of this risk and the Premium charged, and the terms and conditions applied have been based upon the information provided to the Company. Any material change or alteration in the original information presented to us must be advised to us immediately. Failure to do so and/or non-disclosure of any material fact may result in the Company refusing indemnity in relation to a claim.

Cooling-off period

If you are a consumer for the purposes of the Consumer Insurance Contracts Act 2019 (or subsequent amending legislation), you will have the right to cancel your Policy as set out in the act. This means that a consumer may cancel the Policy by giving notice in writing of cancellation to the Company within 14 working days after:

A) the day the contract is entered into;

or;

B) the day on which the consumer is given the contractual terms and conditions of the Policy;

whichever is the later.

In this situation the Company shall retain the Premium for the time on cover and shall return the balance of the Premium paid. Under certain circumstances policies may be deemed to have never been in force and we may agree to void the Policy from inception and return the full Premium you have paid to us.

Important Information

Intact Insurance	Intact Insurance Ireland DAC trading as Intact Insurance is regulated by the Central Bank of Ireland.
The law that applies to the contract	The relevant European and Irish laws, allows both parties, both the Insured and the Company, to choose the law applicable to this contract. We propose that Irish law will apply to the contract.
Use of language	Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
Insurance Act 1936 (Section 93)	All money which is paid or may be paid by us to you under the Policy will be paid in the Republic of Ireland.
Stamp Duties Consolidation Act (1999)	The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.
Currency	All monies which become due under the Policy shall be paid or payable in Euro currency unless otherwise agreed by the Company.
Singular or plural	Any reference to the singular will include the plural or vice versa.
Legislation	Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.
Headings	Any heading in this Policy is for ease of reference only and does not affect its interpretation.
Policy Definitions	The words defined within this section of the Policy will have the same meaning wherever they appear in the Policy if they commence with a capital letter.

Policy Definitions

The following words or expressions shall have the meanings set out below:

Act of Terrorism
An act including but not limited to the use of force or violence or the threat thereof of any person or group 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.

Alternative Basis of Settlement
The value of the Property at the time of its destruction.

Asbestos
Crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite, or fibrous tremolite or any mixture containing any of those minerals.

Asbestos Containing Materials
Any material containing Asbestos or Asbestos Dust.

Asbestos Dust
Fibres or particles of Asbestos.

Buildings
Buildings of the Premises, landlord's fixtures and fittings in and on the buildings, outside buildings, extensions, annexes, gangways, walls, gates, fences, yards, car parks, roads, pavements, forecourts, paved areas, solar panels, fixed signage, canopies, street furniture, building management security systems, landscaping, recreational features, foundations, glass, telephone, gas and water mains, electrical installation, meters, piping, cabling and the accessories thereon extending from the buildings to the perimeter of the Premises or to the public mains (including those underground).

Business
A) Applicable to Liability Insurance only

The business which is specified in the Schedule and conducted solely from the premises in the Republic of Ireland and shall include:

1) repair and maintenance of the Insured's own Property used in connection with the Business;
2) fire and security services maintained solely for the protection of Premises owned or occupied by the Insured;

but in respect of Section 1 Employers Liability, shall not include any work undertaken Offshore.

B) Applicable to all other sections

The Business Description of the Insured as stated in the Schedule.

Company
Intact Insurance Ireland DAC

Computer Equipment
All equipment (including interconnecting wiring, fixed disks and telecommunications equipment) used for the storage and communication of Electronic Data including ancillary equipment solely for use with this equipment comprising, air conditioning equipment, generating equipment, UPS voltage regulating equipment, temperature and humidity equipment, electronic access equipment, lighting and transient over-voltage protection devices, lockdown security devices, gas flooding cylinders and pipework and computer room partitioning.

Computer System
Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by any party.

Contents in the Common Areas
Furniture, carpets, furnishings, and all other property including aerials, satellite aerials, and their fittings or masts which belong to or are the legal responsibility of the Insured within the Premises but excluding:
- Caravans, boats, motor vehicles, trailers, vessels, aircraft and their respective accessories or parts
- Articles of gold, silver or other precious metal or jewellery
- Clothing, personal effects, Money and Non-negotiable Money
- Property used or held for business or professional purposes
- Property which belongs to or is the responsibility of any Resident

Cyber Act
An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

Cyber Incident
A) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
B) Any partial or total unavailability or failure of series of related partial or total unavailability's or failure to access, process, use or operate any Computer System.

Cyber Loss
Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any Cyber Act or Cyber Incident.

Damage
Physical loss, destruction or damage.

Damaged
Physically lost, destroyed or damaged.

Designation of Property
Where necessary the item heading under which any Property is insured shall be determined by the designation under which such Property appears in the Insured's books.

Electronic Data
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.

Employee
Any individual under a contract of service or apprenticeship with the Insured.

Event
One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

Family
The spouse, partner, children (including adopted and foster children), parents or other relatives of the Insured or Resident who normally reside in the same Unit as the Insured or Resident.

Fire Alarm System
Fire alarm system including all lines and equipment used to transmit the signals to and from the Premises.

Flood
Water escaping or being released from the normal confines of any lake, river, stream, canal, sea, turlough, dam or any other body of water or the extremely heavy or persistent downpour of rain that saturates a drainage system or the land surrounding the Property so that the excess water cannot be absorbed, causing the water to enter the Property at ground level causing Damage.

Ground Heave
Upward movement or expansion of the site on which the Buildings or Contents in the Common Areas stand due to the removal of load from the site or actions within the site itself.

Habitable
Fit for normal active use.

Indemnity Period
The period beginning when the Damage occurs, ending when the results of the Business cease to be affected by the Damage, but not exceeding the Maximum Indemnity Period (as shown in the Schedule).

Injury
Accidental death, disease, illness, physical or psychological injury.

Insured
The person(s) or entity(ies) listed in the Schedule.

Insured's Contribution

A) Applicable to Property Damage Insurance only

The first monetary amount of any claim borne by the Insured, at each separate Premises, as ascertained after the application of all other terms and conditions including the underinsurance provision.

B) Applicable to Liability Insurance only

The amount or amounts which the Insured agrees to pay in respect of:

1) the claimant's damages.
2) the claimant's costs and expenses.

Insured Person

The Insured (if an individual) or any director, partner or Employee of an insured entity.

Intruder Alarm System

The intruder alarm system including all lines and equipment used to transmit the signals to and from the Premises.

Landslip

The sliding of a mass of loosened rocks or earth down a hillside or slope or the downward movement of sloping ground resulting from the action of self-weight stresses and imposed loadings exceeding the available strength of the ground.

Limit of Indemnity

The amount stated in the Schedule.

Management Agent

Any individual or entity engaged by the Insured to perform Property Management Services in respect of the Premises and which:

(A) is registered as a Licensed Property Services Provider with the National Property Services Regulatory Authority or any successor regulatory authority, and whose details appear on the Property Services Register or any equivalent register established under the Property Services (Regulation) Act 2011 or any subsequent legislation and

(B) holds and continues to hold throughout its appointment and during the Period of Insurance, a current and valid Licence Type D, or any equivalent or subsequent licence, authorising the provision of the Property Management Services.

Maintenance Agreement

An agreement which provides the Insured with remedial or corrective maintenance including repair or replacement in the event of breakdown or derangement arising out of the normal use of the Computer Equipment.

Mechanically Propelled Vehicle

A mechanically propelled vehicle as defined by the Road Traffic Acts.

Money

Cash, bank notes, bonds, credit cards, currency notes, uncrossed cheques, travellers cheques (including uncrossed giro cheques and giro cash but excluding pre-signed blank cheques), uncrossed banker's drafts, uncrossed postal orders, uncrossed money orders, current postage and revenue stamps, National Savings Stamps, bills of exchange, consumer redemption vouchers, gift tokens, trading stamps, bus tickets, lottery tickets and telephone cards belonging to the Insured or for which the Insured is responsible and pertaining to the Business.

Non-negotiable Money
Crossed cheques (including crossed giro cheques and drafts but excluding pre-signed blank cheques), crossed banker's drafts, cross postal orders, crossed money orders, unused units in franking machines, National Savings Certificates, Premium Bonds, credit company sales vouchers and VAT purchase invoices, belonging to the Insured or for which the Insured is responsible and pertaining to the Business.

Offshore
Embarkation onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform.

Period of Insurance
The period of time that the Policy is in force as shown in the Schedule.

Person Employed
Any:

A) Employee

B) labour master and individuals supplied by the Insured
C) individual employed by labour only subcontractors
D) self-employed individual (not being in partnership with the Insured)
E) individual hired to or borrowed by the Insured

while under the direct control and supervision of the Insured

F) individual undertaking study or work experience while under the supervision of the Insured.

Person Entitled to Indemnity
A) the Insured;
B) the personal representatives of the Insured in respect of legal liability incurred by the Insured;
C) at the request of the Insured:
    1) any principal;
    2) any director or partner of the Insured;
    3) any Person Employed,

against legal liability in respect of which the Insured would have been entitled to indemnity under this Section of the Policy if the claim had been made against the Insured;

each of whom shall as though the Insured be subject to the terms of this section of the Policy so far as they can apply.

Policy
The contract of insurance between the Insured and the Company, the terms and conditions of which can be found in the policy wording, Schedule, Statement of Fact, endorsements, memoranda and certificates.

Premises
The premises stated in the Schedule.

Premium
The monetary amount paid or payable by the Insured for coverage under the Policy.

Property
A) Applicable to Property Damage and Alternative Accommodation/Loss of Rent Insurance:

   Buildings, Contents in the Common Areas, other property or interests at the Premises all being the property of the Insured or for which they are responsible but excluding:

   - property which is more specifically insured;
   - unless specifically notified to and accepted by the Company as insured:
     1) land, piers, jetties, bridges, culverts or excavations;
     2) livestock, growing crops or trees;
     3) overhead transmission lines.

B) Applicable to Liability Insurance:

   Material property but shall not include Electronic Data

Property Management Services
The services carried out by or on behalf of the Management Agent under a contract in connection with the management, administration, maintenance or operation of the Premises, including but not limited to:

A) arranging, overseeing or procuring repairs, maintenance, inspections or services relating to the Premises;
B) the management or administration of residential Units, commercial Units and common areas within the Premises;
C) the collection or administration of service charges, sinking funds or other charges related to the Premises;
D) maintaining records, contracts, reports or documentation required for the management of the Premises; and
E) ensuring compliance with statutory or regulatory requirements applicable to the management or operation of the Premises.

but excluding any activities requiring professional qualifications, licences or authorisations other than those held by the Management Agent.

Resident
The person residing or living in the Unit and any member of their Family.

Risk Control Programme
The requirements identified, issued, and communicated by the Company following a survey of the Insured's Premises.

Schedule
The statement of details specific to the Insured forming part of the Policy.

Settlement
The downward movement of the site on which the Buildings stand due to the application of loading from the Buildings.

Statement of Fact
A record of the answers provided by the Insured to the questions asked by the Company at the pre-contractual or renewal stage, which have been relied upon by the Company in determining the acceptance of the risk and the Premium charged and the terms and conditions that have been applied to the contract.

Storm
An extreme weather condition with strong winds in excess of 48 knots that may be accompanied by heavy rain, and which is capable of causing Damage to the Buildings which are in a sound condition and good repair.

Subsidence
Downward movement of the site on which the Buildings stand by a cause other than the weight of the Buildings themselves.

Sudden Pollution or Contamination Incident
The pollution or contamination of Buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the United States of America during the Period of Insurance.

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Company for the purposes of this Policy to have occurred at the time such incident takes place.

Sum Insured
The amount(s) that appear in the Schedule under the heading of Sum Insured.

Unoccupied
A Premises is deemed to be Unoccupied if; for more than 30 consecutive days it is not used for the purposes of the Business, untenanted or not in active use.

Uninhabitable
Unfit for normal active use.

Unit
Self-contained residential or commercial space forming part of the Premises.

Policy and Claims Conditions

(Conditions apply to the whole Policy unless otherwise stated)

Failure to comply with Policy and Claims Conditions 1 to 9 may result in the Company refusing indemnity in relation to a claim.

1 Claims Action by the Insured

A) On the discovery of any circumstance(s) or Event which may give rise to a claim under this Policy the Insured shall:
   i) notify the Company as soon as is reasonably possible;
   ii) give notice within 24 hours to An Garda Síochána in respect of Damage caused by malicious persons or thieves if insured by this Policy;
   iii) carry out and permit to be taken any action which may be reasonably possible to prevent further Damage and to minimise or check any interruption of or interference with the Business or to avoid or diminish the loss;
   iv) within 30 days after the circumstance(s) or Event or of the expiry of the Indemnity Period or such further time as the Company may allow, and at the Insured's own expense, deliver to the Company;
      A) full information in writing of the claim;
      B) details of any other insurance relating to the claim;
      C) if demanded a statutory declaration of the truth of the claim and of any matter connected within it.
   v) in respect of Liability Insurance:
      A) forward/provide to the Company every letter, claim, writ or summons and process in connection with such circumstances as soon as is reasonably possible upon receipt;
      B) give written notice as soon as is reasonably possible to the Company as soon as the Insured shall have knowledge of any prosecution, inquest or inquiry in connection with any circumstance which may give rise to liability under this Policy;
   vi) assist the Company in all aspects of the conduct of the claim;

B) If after a claim has been made under this Policy the Insured becomes aware of any information which may either support or, as the case may be, prejudice the validity of the claim the Insured shall notify the Company as soon as is reasonably possible.

2 Rights of the Company

Applicable only to Liability Insurance

No admission, offer, promise, payment or indemnity shall be made, or given, by or on behalf of the Insured without the written consent of the Company; which shall be entitled to take over the absolute control of and conduct in the name of the Insured the negotiation, proceeding, defence or settlement of any claim or, in so far as is permitted by Law, to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceeding and in the settlement of any claim.

3 Reasonable Precautions
The Insured at their own expense shall take all reasonable steps to prevent or minimise any Damage to property or any Injury to Employees or the public. If the Insured discovers any defect or danger, the Insured must make it good as soon as reasonably practicable, and in the meantime take such additional precautions as the circumstances reasonably require.

4 Control of Claims
The Company and every person authorised by the Company:

A) on the happening of any Damage in respect of which a claim is or may be made under this Policy may enter, take, or keep possession of the building or Premises where the Damage has happened and;
B) may take possession of or require to be delivered to them any of the Property hereby insured and may keep possession of and deal with such Property for all reasonable purposes and in any reasonable manner;

without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this Policy.

The Insured shall not in any case be entitled to abandon any Property to the Company whether taken possession of by the Company or not.

5 Change of Status
This Policy shall be automatically terminated if:

A) the Business is wound up or carried on by a liquidator or receiver or permanently discontinued or;
B) the Insured’s interest ceases otherwise than by death.

6 Alterations
We may refuse a claim made under the Policy if, at any time after the commencement of this Policy and unless its continuance be admitted by the Company, any alteration is made in:

A) the Business or in the Premises or Property therein, or;
B) any other circumstances where there is a change in the subject matter of the Policy and circumstances have so changed that the new risk is something which we did not agree to cover, and which was beyond the reasonable contemplation of the Company and the Insured when the Policy was entered into.

The Company agrees not to refuse a claim provided that:
i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would have declined to enter into this Policy on any terms;
ii) the Insured shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration;
iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration.

7 Risk Management
The Company reserves the right to invoke the Cancellation Condition or impose appropriate additional terms if the Insured fails to implement any Risk Control Programme within the agreed timescales.

8 Economic, Financial or Trade Sanctions
The Company shall not provide any coverage or be liable to provide indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any Prohibition takes effect during the Period of Insurance the Insured or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address.

If the whole or any part of this Policy is cancelled the Company shall, if and to the extent that it does not breach any Prohibition, return a proportionate amount of the Premium for the unexpired period subject to minimum Premium requirements.

For the purpose of this clause a Prohibition shall mean any prohibition imposed by law or regulation including but not limited to:

- Any prohibition or restriction under United Nations resolutions;
- Any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of Ireland, the United Kingdon, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- Any licence requirement and/or regulations in respect of transit and/or export control, under those laws and/or regulations, unless such licence or regulatory approval has been obtained prior to the activity commencing and the Company has approved the provision of insurance for the activity concerned.

9 Misrepresentation
Where there has been any misrepresentation in the information provided to us, or any failure to answer our questions honestly and with reasonable care, the Company may;

A) where the misrepresentation was made negligently, reflect the action we would have taken had we been aware of the full facts;
    i) if we would have charged a higher Premium we may charge an additional Premium or proportionally reduce the amount paid on a claim;
    ii) if we would have applied different terms the contract may be treated as if it had been entered into on those terms;
    iii) if we would not have entered into the contract, we may avoid the contract, refuse a claim and return the Premium paid;

B) where the misrepresentation was made fraudulently, avoid the contract and refuse a claim.

10 Cancellation
This Policy may be cancelled:

A) by the Company giving 14 days written notice to your insurance intermediary. We will advise the reason for cancellation and allow a proportionate return of Premium;
B) by the Insured giving 14 days written notice to your insurance intermediary. The Company will allow a proportionate return of Premium.
C) by the Company if the Premium is paid by direct debit and the Insured's bank is not prepared to honour the direct debit arrangement. Cancellation will be effective from the date the unpaid direct debit fell due.

11 Fraudulent Claims
If a claim contains any information that is false or misleading in any material respect, and the Insured knows it to be false or misleading, or consciously disregards whether it is false or misleading, the Company will:

A) terminate the Policy with effect from the date of the submission of the fraudulent claim;
B) have no liability to pay any part of, or the whole of the fraudulent claim;
C) be entitled to refuse all claims arising after the date of the submission of the fraudulent claim;
D) remain liable for legitimate claims before the date of the submission of the fraudulent claim.

12 Subrogation
Before or after we pay any claim under this Policy, the Company shall be entitled if it so wishes to take over and conduct in the name of the Insured all claims and rights of action of the Insured in respect of any act giving rise to a claim under this Policy, in so far as is permitted by law. The Insured shall take all necessary steps to protect the Company's rights and shall give all such assistance as the Company may require.

The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company 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 the Company indemnifies the Insured.

In the event the Insured fails to comply with this condition the Company will seek reimbursement from the Insured of any monies paid.

The Company shall not enforce rights against:

A) a tenant or lessee of any tier in respect of Damage to the part of the Buildings in the demise of that tenant or lessee or to common parts of the Buildings;
B) any company being parent of, or subsidiary to, the Insured or 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;
C) a managing agent or a management company in respect of Damage to the Premises managed by the agent or company;

unless the Damage arises out of a criminal, fraudulent or malicious act.

13 Contribution

A) Applicable to Property Damage and Alternative Accommodation/Loss of Rent Insurance only

If at the time of any claim, there is any other insurance covering the Insured's interest in the Property Damaged, the Company's liability under this Policy shall be limited to its rateable proportion of the claim and will be subject to any underinsurance provision.

In respect of Property Damage only:

i) If any such other insurance is subject to any underinsurance provision, this Policy, if not already subject to any underinsurance provision shall be subject to the provision, in like manner;
ii) If any other insurance effected by or on behalf of the Insured is expressed to cover any of the Property hereby insured but is subject to any provision whereby it is excluded from ranking concurrently with this Policy either in whole or in part or from contributing rateably to the Damage, the Company's liability shall be limited to such proportion of the Damage as the Sum Insured bears to the value of the Property.

B) Applicable to Liability Insurance only

Other than in respect of extension 3 (Contingent Motor Liability) to Section 2 (Public/Products Liability Insurance), if at the time of any claim there is or, but for the existence of this Policy there would be, any other insurances covering the same legal liability, the indemnity will not apply except in respect of any amount beyond that which would have been payable under such insurances had this not been effected.

14 Company's Liability

Applicable to Property Damage and Alternative Accommodation/Loss of Rent Insurance only

Where the cover provided by the Property Damage and Alternative Accommodation/Loss of Rent Insurance section of this Policy is hereby extended under more than one extension, only one limit of liability, being the smallest applicable, will be available to the Insured in respect of the loss.

The Company's liability (irrespective of whether the Insured comprises more than one party) during any one Period of Insurance for anyone Premises and in the aggregate shall not exceed in the whole the total Sum Insured or in respect of any item its Sum Insured or any other stated limit of liability.

15 Arbitration

Any difference under this Policy or any claim for which the Company has disclaimed liability shall be referred to arbitration in accordance with the statutory provisions currently in force and the making of an award shall be a condition precedent to any right of action against the Company. Any claim for which the Company has disclaimed liability shall for all purposes be deemed to have been abandoned and not recoverable thereafter unless referred to arbitration under these provisions within 1 year from the date of such disclaimer.

General Conditions

(General conditions apply to the whole Policy unless otherwise stated)

1 Additional and Return Premiums

A) If any change to your Policy accepted by us would result in an additional Premium payable by you of not more than €25, then we will not charge you in respect of such additional Premium.

B) If any change to your Policy accepted by us would result in a refund of Premium to you of not more than €25, then we will not be obliged to make such a refund to you.

Policy Exclusions

1 Biological or Chemical Contamination
It is agreed that regardless of any contributory causes this Policy does not cover any loss destruction damage cost expense or legal liability of whatsoever nature directly or indirectly caused by resulting from or arising out of or in connection with biological or chemical Contamination due to any Act of Terrorism.

If the Company alleges that by reason of this exclusion any loss, destruction, damage, cost, expense or legal liability of whatsoever nature is not covered by this Policy, 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.

For the purpose of this exclusion Contamination shall mean contamination poisoning or prevention and/or limitation of the use of property due to the effects of chemical and/or biological substances.

2 Radioactive Contamination

A) Applicable only to Employers Liability Insurance
The indemnity will not apply to legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:

   i) ionising radiations or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
   ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
   iii) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
   iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;

   where such legal liability is:

   a) that of any principal;
   b) accepted under agreement and would not have attached in the absence of such agreement.

B) Applicable to all other sections
The Company shall not be liable for Damage to any property or any loss or expense resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly caused by or contributed to or arising from:

   i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel;
   ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
   iii) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
   iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of

any radioactive matter.

This exclusion does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

3 War and Terrorism
This Policy excludes loss destruction, damage, cost, expense or legal liability of whatsoever nature directly or indirectly caused by, resulting from or arising out of or in connection with any of the following, regardless of any other cause or Event contributing concurrently or in any other sequence to the loss:

A) war, invasion, acts of foreign enemies' hostilities or warlike operations (whether war be declared or not) civil war rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising military or usurped power;
B) any Act of Terrorism;
C) in Northern Ireland civil commotion (other than in respect of legal liability under Liability Insurance if insured);
D) any action taken in controlling preventing suppressing or in any way relating to A) and/or B) and/or C) above.

If the Company alleges that by reason of this exclusion loss, destruction, damage, cost expense or legal liability of whatsoever nature is not covered by this Policy, 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.

4 Illegal Substances
Applicable only to Liability Insurance

This Policy excludes any legal liability which is directly or indirectly caused by or arising from or contributed to by the growing, manufacturing, processing or possession of any illegal substances or items of any kind.

5 Labour Only Subcontractors
Applicable only to Liability Insurance

This Policy excludes any legal liability which is directly or indirectly caused by labour only subcontractors who are not under the direct control and supervision of the Insured.

Policy Extensions

Claims Preparation Costs
Applicable to Property Damage, Alternative Accommodation/Loss of Rent insurance only

An amount for the reasonable and supportable costs incurred by the Insured (including utilising by the Insured of external consultants excluding the use of public loss assessors), with the written consent of the Company, for the preparation, certification and/or verification of a specified claim resulting from loss insured under this Policy. Provided the liability of the Company under this extension shall not exceed €2,500 in respect of any one claim or series of claims arising from a single occurrence and is expressly deemed to be in addition to the Sum Insured or Limit of Liability.

For the purposes of this extension a specified claim shall mean any loss settlement in excess of €50,000.

Property Damage Insurance

(This insurance is operative only if shown in the Schedule)

If any of the Property described in the Schedule suffers Damage by any of the covers insured, the Company will in accordance with the provisions of the Policy pay to the Insured the amount of the loss; or at its option reinstate, repair or replace such Property.

Covers

The following are the covers insured unless stated as covers not insured in the Schedule.

1 A) **Fire** (including smoke) excluding Damage:
   i) by explosion resulting from fire;
   ii) to Property caused by its undergoing any process involving the application of heat.

B) **Explosion** excluding Damage caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only, but this shall not exclude Damage caused by explosion of any boiler or gas used for domestic purposes only.

C) **Lightning**

D) **Aircraft** or other aerial devices or articles dropped therefrom.

2 **Earthquake** excluding Damage caused by fire.

3 **Riot and malicious persons,** riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons excluding Damage:
A) arising from nationalisation, confiscation, requisition or destruction by order of the government or any public authority;
B) arising from cessation of work;
C) in the course of theft or attempted theft.

4 **A) Storm** excluding Damage:
i) attributable solely to a change in the water table level;
ii) caused by frost;
iii) caused by Subsidence, Ground Heave or Landslip;
iv) arising from Settlement or movement of made-up ground or caused by coastal or river erosion;
v) to fences, gates and moveable property in the open.

B) Flood excluding Damage:
i) attributable solely to a change in the water table level;
ii) caused by frost;
iii) caused by Subsidence, Ground Heave or Landslip;
iv) arising from the Settlement or movement of made-up ground or caused by coastal or river erosion;
v) to fences, gates and moveable property in the open.

5 **Escape of water or oil** from any tank, apparatus or pipe excluding Damage:
A) by water discharged or leaking from an automatic sprinkler installation;
B) caused by Flood;
C) caused by water escaping which results in:

i) Subsidence or Ground Heave of the site beneath the Buildings;
ii) Settlement, movement or shrinkage of any part of the Buildings or of the land belonging to the Buildings;
iii) Landslip.

6 **Impact** by any road vehicle (including any forklift truck or other industrial vehicle) or animal.

7 **Sprinkler leakage**
The accidental escape of water from any automatic sprinkler installation excluding Damage by heat caused by fire.

8 **Theft** (which shall be deemed to include attempted theft) excluding Damage:
A) which does not involve:
i) entry to or exit from that part of the Buildings occupied by the Insured for the purpose of the Business by forcible and violent means;
or
ii) actual or threatened assault or violence against the Insured or Employee of the Insured;
B) to Property in the open or from any outbuilding;
C) to Property in transit;
D) to Money and securities of any description;
E) expedited or in any way brought about by the Insured or any director, partner or Employee of the Insured;
F) to lead, copper or zinc forming part of the exterior of the Premises.

9 **Subsidence, Ground Heave or Landslip** excluding Damage:
A) arising from Settlement;
B) arising from the movement of made-up ground;
C) caused by the bedding down of structures;
D) caused by coastal or river erosion;
E) occurring as a result of the construction, demolition, structural alteration or structural repair of any Property at the Premises;
F) to yards, car parks, roads, pavements, forecourts, paved areas, walls, gates or fences unless a Building insured under this Policy is also Damaged by the same cause and at the same time;
G) occurring as a result of defective design, the use of defective materials or faulty workmanship;
H) commencing prior to the granting of cover under this Policy.

10 Falling Trees or branches excluding Damage to gates, hedges or fences

11 Falling aerials, satellite aerials, their fittings or masts excluding Damage to aerials fittings or masts

12 Any other accident excluding Damage:

A) by any of:
   i) the covers;
   ii) the causes expressly excluded from the covers specified in covers 1–11 (whether or not insured);

B) to any Property caused by:
   i) its own faulty or defective design or materials;
   ii) inherent vice, latent defect, gradual deterioration, wear and tear or any gradual operating cause;
   iii) faulty or defective workmanship, operational error or omission on the part of the Insured or any of their Employees;

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

C) caused by:
   i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, denting, vermin, pest or insects;
   ii) change in temperature, colour, flavour, texture or finish;
   iii) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam or feed piping in connection therewith;
   iv) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which the breakdown or derangement originates;
   v) or consisting of the freezing, solidification or inadvertent escape of molten metal;
   vi) cleaning, repairing, restoring, renovating or dyeing;

   but this shall not exclude:
   i) such Damage which itself results from other Damage and is not otherwise excluded;
   ii) subsequent Damage which itself results from a cause not otherwise excluded.

D) caused by:
   i) pollution or contamination;
   ii) acts of fraud or dishonesty;
   iii) disappearance, unexplained or inventory shortage, misfiling or misplacing of information;

E) to:
   i) a Building caused by its own collapse or cracking;
   ii) Property resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.

F) to:
   i) Property in transit;
   ii) vehicles licensed for road use (including accessories therein and thereon), caravans, trailers, railway locomotives, rolling stock, watercraft and aircraft;
   iii) Property or structures in the course of construction or erection and materials or supplies in connection with all such Property in the course of construction or erection;
   iv) property recoverable under any guarantee or Maintenance Agreement in force at the happening of the Damage;
   v) Money and securities of any description.

The Insurance Provided

In respect of Buildings, and Contents in the Common Areas (except as otherwise stated below)

The Company will pay:

A1 in respect of Buildings, and Contents in the Common Areas, **the cost of reinstatement** being:

i) where the Property is destroyed, the cost of rebuilding or in the case of Contents in the Common Areas the cost of its replacement by similar property (including the cost of re-erection, fitting and fixing);
ii) where the Property is damaged, the cost of repairing or restoring the damaged portions;

to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new.

or

A2 the Alternative Basis of Settlement.

The Alternative Basis of Settlement will apply:

i) until the cost of reinstatement has actually been incurred or;
ii) if the work of reinstatement is not carried out as quickly as is reasonably practicable or;
iii) if at the time of its Damage the Property is covered by any other insurance effected by or on behalf of the Insured and such other insurance is not on the identical basis of reinstatement defined in cost A1 or;
iv) if in the Schedule it is stated that the Alternative Basis of Settlement applies.

plus, in respect of A1 or A2, the cost of:

B complying with Public Authorities' requirements, being such additional cost of reinstatement of the Property as may be incurred with the Company's written consent in solely complying with European Union legislation or Building regulations or local authority or other statutory requirements first imposed upon the Insured following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as the Company may in writing allow and may be carried out upon another site (should the stipulations require).

The Company shall not be liable for requirements relating to: costs incurred in complying with any aforementioned regulations under which notice has been served upon the Insured prior to happening of the damage: any rate; tax; duty; development or other charge or assessment, which may arise out of capital appreciation as a result of complying with any of the legislation, regulations or requirements referred to.

Cover is extended to include the additional cost of reinstatement in respect of undamaged portions, other than foundations, provided that the Company will not be liable for such additional cost in respect of other Buildings and Contents in the Common Areas which have not sustained damage.

The Limit of liability being €500,000.

C removing debris being the cost incurred with the Company's written consent in removing debris, dismantling, demolishing, shoring up and propping portions of the Property but excluding any costs or expenses:

i) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site,
ii) arising from pollution or contamination of property not insured by this Policy.

D professional fees being those architects, surveyors, engineers or legal costs reasonably and necessarily incurred in the reinstatement of the Property but not for preparing any claims.

The Company will settle any claim as follows:

A) where the Company opt to repair/reinstate we reserve the right to appoint our own builder or other expert to complete the works, and the Company will take responsibility for the satisfactory completion of such works completed by them;
B) where the Company agree to pay the Insured, we reserve the right to withhold final payment until all works are complete, final invoice submitted, and final inspection completed by us or our representatives.
C) The Company's liability any one Event shall not exceed in respect of Buildings 125% of the Sum Insured shown in the Schedule

Underinsurance in respect of Buildings and Contents in the Common Areas

If at the time of the Damage the Sum Insured by the relative item on Buildings and Contents in the Common Areas or the Sum Insured by the relative item on other property or interests, is less than the Reinstatement Value the amount otherwise payable shall be proportionately reduced.

In respect of A1

The Sum Insured in the Schedule

Reinstatement Value shall mean, in respect of Buildings, and Contents in the Common Areas, the total of the insured costs A1, C and D in reinstating the Property insured to a condition substantially the same as when new at the level of costs applying at the time of the loss.

In respect of A2

The Sum Insured in the Schedule
Reinstatement Value shall mean, in respect of Buildings and Contents in the Common Areas, the total of the value at the time of the Damage of the Property insured by the item and the additional costs C and D;

In respect of Alternative Accommodation and/or Loss of Rent

A) Residential Units
If a residential Unit is Damaged and becomes Uninhabitable as a result of an insured cover, the Company will pay either:

i) the reasonable additional cost of comparable alternative accommodation, incurred with the Company's consent, for the period required to restore the Premises or Unit to a Habitable condition;
or
ii) the rent that the owner of the residential Unit would have received but has lost (including up to two years' ground rent) during the period required to restore the Premises or Unit to a Habitable condition.

B) Commercial Units
If a commercial Unit is Damaged and becomes Uninhabitable as a result of an insured cover, the Company will pay the rent that the owner of the commercial Unit would have received but has lost during the period required to restore the Premises or Unit to a Habitable condition.

Limits and Indemnity Period
The Company's liability will not exceed the amount specified in the Schedule.
The Maximum Indemnity Period applicable to this extension is also stated in the Schedule.

Extensions

1 A closure of the Insured's Premises or Restrictions placed on the Insured's Premises
Loss resulting solely and directly from a closure of the Insured's Premises or restrictions being placed on the Insured's Premises;

A) by order of the public authority for the area in which the Insured's Premises are situated as a result of defect in the drains and other sanitary arrangements at the Insured's Premises;
B) due to murder or suicide occurring at the Insured's Premises;
C) due to vermin and pests at the Insured's Premises;

The limit of liability being €1,000,000. For the purpose of this extension the Maximum Indemnity Period is 3 months.

2 Clearance of Drains
The costs necessarily incurred in cleaning and/or clearing and/or repairing drains, gutters and sewers for which the Insured is responsible as a consequence of Damage to the Property.

The limit of liability being €50,000.

3 Clearance of Tenant's Contents
The costs necessarily incurred by the Insured in clearing a Unit of tenant's contents as a result of Damage excluding:

a) any amount recoverable under a tenancy agreement;
b) removing debris;
c) the cost of removing any property already in the Buildings prior to the inception of this Policy;

The limit of liability being €5,000.

4. Removal of Nests
The costs necessarily incurred in removing wasps, bees or hornets' nests from the Buildings.

The limit of liability being €5,000.

5 Contract Works
Notwithstanding exclusion F) iii) under cover 12 the insurance by this Policy extends to include extensions, modifications and alterations to existing Buildings and Contents in the Common Areas including such property or structures (in so far as they are not otherwise insured) in the course of construction or erection and materials or supplies in connection with all such property in the course of construction or erection but only to the extent that such works are not insured by the appointed contractor(s).

The limit of liability being €250,000

6 Drug Cultivation Clean Up Costs
The costs necessarily incurred by the Insured in cleaning and/or clearing a Building or Unit following use for the manufacture, cultivation, production, processing, extraction or any other creation or handling of controlled drugs as defined under applicable Misuse of Drugs legislation in force at the time of loss.

The limit of liability being €5,000.

7 Fire Extinguishment, Accidental Gas Discharge and Alarm Resetting Expenses
Any reasonable costs incurred by the Insured:

A) in refilling fire extinguishing appliances and replacing used sprinkler heads;
B) in recharging gas flooding systems installed for the protection of the Property insured;
C) in resetting fire and intruder alarms;

as a consequence of insured Damage to the Property insured or in respect of B) arising out of the accidental discharge thereof.

The limit of liability being €50,000.

8 Fire Brigade Charges
Charges levied by a local authority for controlling or extinguishing a fire affecting the property of the Insured in circumstances which have given rise to a valid claim under the Policy.

The limit of liability being €50,000.

9 Hidden Damage Investigation Costs
In the event of Damage to a Building resulting from an insured cover, the Company will pay costs necessarily and reasonably incurred, with the Company's prior written approval, investigating potential hidden damage within the Building.

Provided that:

A) a construction expert or professional supports the possibility of hidden Damage
B) the Buildings are later found to have damage covered under the Policy

The limit of liability being €5,000.

10 Illegal Dumping
The costs necessarily incurred by the Insured in removing property illegally left at your Premises excluding property that was illegally left prior to the inception of this Policy;

The limit of liability being €5000.

11 Inadvertent Errors and Omissions
The Insured, having notified the Company of their intention to insure all Property within the Republic of Ireland in which they are interested and it being their belief that all such Property is insured, if subsequently any such Property shall be found to have been inadvertently omitted or there has been an accidental or inadvertent error by the Insured within the Sums Insured declared, the Company will deem such Property to be insured appropriately within the terms of this Policy, provided that the Insured shall notify the Company as soon as any

inadvertent error or omission comes to their knowledge in order to effect the appropriate additional insurance retrospective to the date during the Period of Insurance when insurance for the property became necessary or the incorrect Sum Insured was declared and to pay the appropriate additional Premium.

The limit of liability being €750,000.

12 Indemnity to Management Agent
The Company will indemnify any Management Agent against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured provided that:

A) the Management Agent provides Property Management Services to the Insured:
   i) under a written Property Management Services Agreement in force between the parties; and
   ii) only while duly licensed, authorised or otherwise permitted to provide such services under all applicable laws and regulatory requirements in force at the time;
B) the Management Agent shall be subject to, and comply with, the terms of this Policy insofar as they are applicable.t
C) the indemnity will not apply to legal liability arising out of or in connection with any breach of professional duty.

13 Index Linking
The Company may increase the Buildings Sum Insured according to the national median rate of tender price inflation for all provinces recorded in the Society of Chartered Surveyors in Ireland (SCSI) Tender Price Index at the renewal of this Policy. This is to assist with maintaining the adequacy of Buildings Sum Insured in line with inflation but will not take into account the significant differences in property required costs and may therefore not be sufficient. This is not a protection against underinsurance, and it remains the responsibility of the Insured to be certain of the adequacy of the Buildings Sum Insured.

Any index applied will be outlined on the Schedule showing the revised increased Buildings Sum Insured for the Period of Insurance. The renewal Premium will be calculated on the new Buildings Sum Insured.

The current rate of indexation in use is displayed in the Schedule.

14 Involuntary Betterment
The costs described below in the event that Property insured suffers Damage to the extent that it cannot be economically repaired, and replacement property of like kind and quality is not obtainable:

A) New Property that is as similar as possible to that suffering Damage and that is capable of performing the same function shall be deemed to be new Property of like kind and quality and in no event shall this be considered as a betterment to the Insured.
B) The Company will also pay the cost of purchasing and installing technologically current equipment, which is necessitated by incompatibility between the new equipment installed to replace the equipment suffering Damage and undamaged existing equipment at the same or an interdependent location.

Provided that the Company shall:

i) be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage;
ii) be liable only for the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

The limit of liability being €100,000.

15 Landscaped Grounds
The reasonable costs incurred by the Insured in consequence of Damage to Property insured at the Premises in restoring landscaped grounds (including trees, plants and turf forming part thereof) to their original appearance when first laid out and planted, but excluding any cost arising from the failure of trees, plants and turf to germinate or become established.

The limit of liability being €50,000.

16 Loss Reduction Expenses and Temporary Repairs
The costs and expenses reasonably incurred by the Insured in:

A) preventing or reducing losses in the event of imminent Damage which would have been insured under this Policy;
B) reducing losses as a result of Damage insured under this Policy;
C) undertaking temporary repairs upon or expediting the permanent repair or replacement of Property Insured that has suffered Damage.

Provided that in respect of A) and B):

i) the impending Damage was not reasonably foreseeable earlier and would be the natural outcome if such costs and expenses were not incurred;
ii) the costs and expenses incurred did avoid or mitigate the Damage;
iii) the Company's liability shall not exceed the amount of Damage thereby avoided.

The limit of liability being €50,000.

17 Money
The Company will indemnify the Insured for any Damage to Money excluding Damage:

A) arising from fraud or dishonesty by you, your directors, Employees or any Resident;
B) shortage due to mistakes or neglect;
C) loss in value of Money;
D) any loss occurring while the Building is Unoccupied for more than 30 days in a row;

The limit of liability being €1,500.

18 Mortgagees and Lessors
Any increase in the risk of Damage resulting from any act or neglect of any mortgagor, lessee or freeholder of any Buildings insured by this Policy will not prejudice the interest of any mortgagee, lessor or freeholder provided such increase in risk is without their knowledge or authority and the Company is notified immediately they become aware of such increase in risk and pay an additional Premium if required.

19 Prevention of Access
Loss resulting solely and directly from an interruption or interference with the Business caused by the prevention of access to the Insured's Premises or part thereof solely and directly as a result of Damage to property within one mile of the Insured's Premises but excluding Damage to the property of any public electricity, gas, water, telecommunications or internet utility.

The limit of liability being €1,000,000.

For the purpose of this extension the Maximum Indemnity Period shall not exceed 3 months and will only apply from the date on which the Damage to property which caused the prevention of access first occurred.

20 Public Utilities
Loss resulting solely or directly from an interruption or interference with the Business caused by Damage to property;

A) at any generating station or substation of any public electricity supply utility;
B) at the onshore Premises of any public gas supply utility;
C) at any water works or pumping station of any public water supply utility;
D) at the onshore Premises of any public telecommunications or internet utility.

The limit of liability being €1,000,000.

The Company shall not be liable for more than the limit of liability in respect of any one loss and in the annual aggregate per annual policy period. For the purpose of this extension the Maximum Indemnity Period is 3 months, and the Indemnity Period shall commence 24 hours from the date of the occurrence of the Damage.

21 Non-invalidation
This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of Damage is increased, unknown to or beyond the control of the Insured, provided that the Insured immediately they become aware thereof shall give notice to the Company and pay any additional Premium if required.

22 Reinstatement
The work of reinstatement may be carried out at another site and in any manner suitable to the requirements of the Insured provided that it does not increase the Company's liability.

The Company may reinstate or replace any Damaged without being bound to reinstate exactly or completely but only as circumstances permit and without detriment to the Insured. The Insured shall, at their expense, provide the Company with all such plans, documents, books and information as the Company may reasonably require.

23 Build Back Green
The Policy extends to include the reasonable additional costs incurred by the Insured to reinstate Buildings and/or Contents in the Common Areas in a manner that aims to reduce the impact on the environment;

Provided:

A) the additional costs are agreed with the Company in advance;

B) the reasonable additional costs are limited to:
   i) using sustainable construction materials;
   ii) modifying design or materials in order to reduce carbon emissions or atmospheric pollution or to improve energy efficiencies;
C) this extension includes the reasonable additional cost of reinstatement in respect of undamaged portions of Property provided that the Company shall not be liable for such additional cost in respect of any Building or item of Contents in the Common Areas that has not sustained Damage;
D) such costs shall exclude those associated with removing debris;
E) the Company shall not be liable for such additional costs for work already planned by the Insured prior to the Damage;

The limit of liability being €100,000 or 5% of the total loss, whichever is the lesser amount.

24 Theft Cover Extension
Any cover granted under this insurance in respect of theft includes:

A) the cost of repairing Damage to the Unit and/ or Buildings (whether or not the Unit or Buildings are insured by this Policy) if the Insured is legally responsible for the repairs and the Damage is not otherwise insured;
B) the reasonable expenses (not exceeding €2,500) incurred in necessarily replacing locks to the Buildings or safes or strongrooms therein consequent upon the theft (as insured) of keys from such building or from the residence of any of the authorised keyholding directors, partners or Employees of the Insured.

25 Trace and Access
In the event of Damage resulting from cover 5 (if insured) the Company will pay the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good.

The limit of liability being €50,000.

26 Transfer of Interest
If at the time of any insured Damage to any Unit or Buildings insured, the Insured shall have contracted to sell their interest in the Unit or Buildings and the purchase is subsequently completed the purchaser shall be entitled on completion of the purchase to the benefit of this Insurance in respect of such Damage if and so far as the Unit or Buildings is not otherwise insured by the purchaser or on the purchaser's behalf against such Damage without prejudice to the rights and liabilities of the Insured or the Company under this insurance up to the date of completion.

27 Seventy-Two Hour Clause
In respect of covers 2, 3, 4A) and 4B) only the Insured's Contribution, the Policy limit, or any limit of liability applicable, is deemed to apply to any one Event.

In respect of losses arising from covers 2, 4A) and 4 B), an Event shall not have been considered to have terminated until there have been seventy-two consecutive hours freedom from the cover concerned.

28 Unauthorised use of Telecommunications, Electricity, Gas, Oil or Water
The Company will pay for the cost of telecommunications, electricity, gas, oil or water for which the Insured is legally responsible arising from its unauthorised use by persons taking possession or occupying the Premises without the Insured's authority.
It is a condition of this extension that such Premises have been inspected weekly by a responsible person on behalf of the Insured and that all practicable steps are taken to terminate such unauthorised use as soon as it is discovered and not later than 30 days after the unauthorised use commenced.

The limit of liability being €50,000.

29 Unlawful occupation legal expenses
The Company will pay for the legal costs necessarily incurred to repossess the Buildings if squatters are living in it excluding:

A) any fees you agree to pay without the Company's written approval.
B) fines, penalties, or compensation payments.
C) loss of rent or alternative accommodation costs (unless otherwise covered).
D) costs arising from disputes with tenants under a valid tenancy agreement.
E) costs incurred without the Company's written approval.

The limit of liability being €5,000.

30 Workers
Workers are allowed in and about the Premises for the purpose of carrying out minor alterations, repairs, decoration and general maintenance without prejudice to the terms of the Policy.

31 Flood Defences Extension
In the event of Damage resulting from cover 4 B) (if insured), the Company will pay the reasonable additional costs incurred to reinstate the Buildings in a manner intended to improve their resilience to future Flood events.

Provided that
A) the additional costs are agreed with the Company in advance;
B) the reasonable additional costs are limited to modifying design or materials to reduce the susceptibility of the Buildings to Flood Damage and improving the ability of the Buildings to recover following Flood;
C) this extension includes the reasonable additional cost of reinstatement in respect of undamaged portions of Property provided that the Company shall not be liable for such additional cost in respect of any Building or item of contents that has not sustained Damage;
D) such costs shall exclude those associated with removing debris;
E) reinstatement must commence and proceed without unreasonable delay
F) the Company shall not be liable for such additional costs for work already planned by the Insured prior to the Damage;

The limit of liability being €100,000 or 5% of the total loss, whichever is the lesser amount.

32 Forced Entry for Welfare Check
The Company will indemnify the Insured for Damage to the Buildings resulting from forced entry by An Garda Síochána, or any person acting under their instruction, where such entry is made solely due to concern for the welfare of a Resident of the Premises.

The limit of liability being €5,000.

33 Catch-all Uplift
In respect of extensions 7, 8, 14, 15, and 16 above this extension provides additional coverage in the event of a gap in the limit(s) provided by this Policy versus the value of the claim(s).

The limit of liability being €50,000 any one Event and in the aggregate in any one Period of Insurance.

Special Provisions

Payments on Account
Payments on account may be made during the Indemnity Period if desired.

Exclusions

This Policy does not cover:

1 Disease

any loss (whether physical or otherwise), destruction or damage, or costs or expenses directly or indirectly occasioned by, arising from, caused by or in any way attributable to;

A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or;

B) any disease arising from any such pathogen or microorganism, or;

C) the threat or fear (actual or perceived) of A) or B).

This exclusion does not apply to any cover provided for by the Policy for Damage (unless otherwise excluded) which itself results from any cover insured (other than cover 10).

2 Cyber

A) any Cyber Loss;

B) any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Electronic Data, including any amount pertaining to the value of such Electronic Data.

However, in the event that a peril listed below results from any of the matters described in A) or B) above, this Policy, subject to all other terms, conditions and exclusions, will cover Damage to Property insured under this Policy directly caused by such Listed Peril.

Listed Perils: fire, lightning, aircraft or other aerial devices or articles dropped from them, explosion, riot civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, earthquake, Storm, Flood, escape of water or oil from any tank, apparatus or pipe or impact by any road vehicle or animal, sprinkler leakage.

3 Insured's Contribution

the first €1,500 of each Event in respect of cover 5 Escape of water or oil and the first €500 of each Event in respect of all other covers.

4 Marine

Damage to property which at the time of the happening of the Damage is insured by or would but for the existence of this insurance 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.

5 Pollution and Contamination

Damage to any property or any loss or expense resulting from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property caused by:

A) pollution or contamination which itself results from any cover insured (other than cover 10);

B) any Cover insured (other than cover 10) which itself results from pollution or contamination.

6 Unoccupied Building or Unit
Damage arising from covers 1A), 3, 5, 7 or 8 in respect of any Building or Unit that is Unoccupied, unless within 30 days of the Insured becoming aware that the Building or Unit is Unoccupied, the Insured or any person or persons acting on their behalf shall:

A) keep all gas and water mains supplies disconnected until any Building or Unit is no longer Unoccupied and;
B) keep all electricity mains supplies disconnected (unless to supply an Intruder Alarm System and/or Fire Alarm System) until the Building or Unit are no longer Unoccupied and;
C) keep all outside doors securely locked to prevent unauthorised entry and;
D) secure all windows and shutters at all times and all broken or defective windows must be boarded up until replaced and;
E) visit the Building or non-residential Unit at least weekly to physically check the Building or Unit internally and externally and to carry out any work necessary to;
    i) maintain the security arrangements and;
    ii) maintain the Building or Unit in sound condition;

   and a register of these visits must be kept by the Insured or their representative for periodic inspection by the Company and;
F) remove all trade waste from the Building or non-residential Unit and;
G) remove all combustible material from the Building or non-residential Unit and;
H) seal all letter boxes or other openings;

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

7 Intruder Alarm System
Damage by cover 8 at any Premises where an Intruder Alarm System has been installed and:

A) the Insured has knowingly and wilfully failed to maintain the Intruder Alarm System;
or
B) all of the following apply:
    i) the Premises are unattended;
    ii) the maintenance and efficacy of the Intruder Alarm System are the Insured's responsibility;
    iii) the Company has not been informed of the absence of alarm protection.

Liability Insurance

Section 1 – Employers' Liability

(This insurance is operative only if shown in the Schedule)

The insurance provided by this section of the Policy is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Company or with the Company's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

1 against legal liability for damages and claimant's costs and expenses in respect of accidental Injury of any Person Employed caused during the Period of Insurance:

A) in the Republic of Ireland;
or
B) while temporarily outside such territory;

arising out of and in the course of employment by the Insured in the Business.

2 in respect of:

A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death;
B) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty, resulting in Injury which may be the subject of indemnity;
C) all other legal costs and legal expenses in relation to any matter which may be the subject of indemnity;

in connection with any claim under 1 above and incurred with the Company's prior written approval.

General Provisions
Provided that in respect of any one Event:

1 the total amount payable under this section of the Policy (including all extensions, memoranda and endorsements) shall not exceed the Limit of Indemnity;
2 any Insured's Contribution will be payable before the Company shall be liable to make any payment;
3 the Company may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which, at the absolute discretion of the Company, the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof;
4 where the Company is liable to indemnify more than one person the total amount payable in respect of damages, costs and expenses shall not exceed the Limit of Indemnity.

Extensions to Section 1

1 Compensation for Court Attendance
In the event of any of the under-mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this section the Company will provide compensation to the Insured at the following rates for each day (or part thereof) on which attendance is required:

A) any director or partner of the Insured	€750
B) any Employee	€500

Exclusions to Section 1

The indemnity will not apply to legal liability:

1 Road Traffic Legislation
in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation.

2 Fines or Penalties
for:

A) fines or penalties;
B) the costs of appeal against any improvement or prohibition notices;
C) compensation ordered or awarded by a Court of Criminal Jurisdiction;
D) aggravated exemplary or punitive damages, or damages of like nature, awarded by any court outside the Republic of Ireland.

Section 2 – Public Liability

(This insurance is operative only if shown in the Schedule)

The Insurance Provided

The Company will provide indemnity to any Person Entitled to Indemnity:

1 up to the Limit of Indemnity against legal liability for damages and claimant's costs and expenses in respect of:

A) accidental Injury of any person;
B) accidental loss of or Damage to Property;
C) nuisance, trespass to land or trespass to goods or interference with any easement, right of air, light, water or way other than legal liability which results from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business, and which could reasonably have been expected by the Insured, having regard to the nature and circumstances of such act or omission;

happening during the Period of Insurance in connection with the Business.

2 in respect of:

A) the costs of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity;
B) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be the subject of indemnity;
C) all other legal costs and legal expenses in relation to any matter which may be the subject of indemnity;

in connection with any claim under 1 above and incurred with the Company's prior written approval.

General Provisions

Provided that in respect of:

A) any one Event;
B) all Events considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures, or of water or land or of the atmosphere;

1 the total amount payable by the Company in respect of 1 above and all extensions, memoranda and endorsements shall not exceed the Limit of Indemnity;
2 any Insured's Contribution will be payable before the Company shall be liable to make any payment;
3 the Company may, at its absolute discretion at any time pay the Limit of Indemnity (less any sums already paid as damages) or any lesser amount for which the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.
4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity;

Extensions to Section 2

1 Cross Liabilities
If the Insured comprises more than one party the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each:

Provided that the total amount payable in respect of damages shall not exceed the Limit of Indemnity.

2 Compensation for Court Attendance
In the event of any of the under-mentioned persons attending court as a witness, at the request of the Company, in connection with a claim, in respect of which the Insured is entitled to indemnity under this section the Company will provide compensation to the Insured at the following rates per day (or part thereof) for each day on which attendance is required:

A) any director or partner of the Insured	€750
B) any Employee	€500

Exclusions to Section 2

The indemnity will not apply to legal liability:

1 Mechanical Vehicles
arising from or out of the ownership, possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any:

A) Mechanically Propelled Vehicle other than legal liability arising out of:

- i) the use of plant as a tool of trade on site;
- ii) the use of plant at the Premises of the Insured;
- iii) the loading or unloading of any vehicle;

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

B) aircraft or other aerial device;
C) aero-spatial device;
D) hovercraft;
E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

2 Employers' Liability
for injury of any Person Employed arising out of and in the course of employment by the Insured in the Business.

3 Property in the Insured's Custody or Control
for or arising from Damage to any Property, which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than:

A) personal effects of Employee(s), director(s), partner(s) or visitor(s) including vehicles and their contents;
B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business;
C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability:

- i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement;
- ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

4 Pollution or Contamination
caused by or arising out of pollution or contamination unless caused by a Sudden Pollution or Contamination Incident.

5 Contractual Liability
arising from or in connection with any contract or contract work executed by the Insured where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement.

6 Disposed Premises
for the costs of remedying:

A) any defect or alleged defect;
B) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials;

in Premises disposed of by the Insured.

7 Fines or Penalties
for:

A) fines or penalties;
B) the costs of appeal against any improvement or prohibition notices;
C) compensation ordered or awarded by a Court of Criminal Jurisdiction;
D) aggravated exemplary or punitive damages awarded by any court outside the Republic of Ireland.

8 Asbestos
for:

A) Injury or fear of suffering Injury arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials;
B) the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any Property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials;
C) accidental loss of or Damage to Property arising out of actual or suspected exposure to Asbestos, Asbestos Dust or Asbestos Containing Materials.

9 Unoccupied Building or Unit
in respect of any Building or Unit that is Unoccupied, unless within 30 days of the Insured becoming aware that the Building or Unit is Unoccupied, the Insured or any person or persons acting on their behalf shall:

A) keep all gas and water mains supplies disconnected until the Building or Unit are no longer Unoccupied, and;
B) keep all electricity mains supplies disconnected (unless to supply an Intruder Alarm System and/or Fire Alarm System) until the Building or Unit are no longer Unoccupied and;
C) keep all outside doors securely locked to prevent unauthorised entry, and;
D) secure all windows and shutters at all times and all broken or defective windows must be boarded up until replaced, and;
E) visit any non-residential Building or Unit at least weekly to physically check the Building or Unit internally and externally and to carry out any work necessary to;
    i) maintain the security arrangements and;
    ii) maintain the Building or Unit in sound condition;

    and a register of these visits must be kept by the Insured or their representative for periodic inspection by the Company and;
F) remove all trade waste from any non-residential Building or Unit, and;
G) remove all combustible material from any non-residential Building or Unit, and;
H) seal all external letter boxes or other openings;

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

15 Professional or Business Activities
arising from or in connection with any profession or business other than the Business stated in the Schedule

16 Ownership, possession or use of contents
arising from the ownership possession or use of contents by anyone lawfully on the Premises

17 Liability arising from Ownership or Occupancy of a Unit
arising out of ownership or occupancy of any Unit in which they are residing

18 Electronic Data
in respect of any mental injury arising from:

A) loss, destruction or corruption of Electronic Data;
B) appropriation transmission, use, access to storage or modification of Electronic Data;
C) the reduction in or loss of ability to use, access, process, transmit, modify or store Electronic Data;
D) misinterpretation or misuse of Electronic Data.

Additional Information

(not forming part of your contract)

Intact Insurance Data Protection Notice

At Intact Insurance we are committed to ensuring that your personal data is protected. To keep you informed, we have created a Data Protection Notice which explains how we use any personal data we collect about you and how you can exercise your data protection rights. A copy of this Data Protection Notice can be found in the Terms of Business which is issued in conjunction with the policy document and also with renewal documentation. The Data Protection Notice may be updated from time to time so you can also access it at www.intactinsurance.ie by scrolling to the bottom of the webpage.

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with Company service, the details of your Policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

Intact Insurance Ireland DAC,
Intact House,
Dundrum Town Centre,
Sandyford Road,
Dublin 16,
D16 FC92.

Telephone: 01 290 1000 / Outside Ireland 00353 1 290 1000
Email: complaints@intactinsurance.ie

In the event of your complaint not being resolved to your satisfaction you may contact:

The Financial Services and Pensions Ombudsman (FSPO), 3rd Floor Lincoln House, Lincoln Place, Dublin 2, D02 VH29	Telephone: +353 567 7000 Email: info@fspo.ie

You may appeal a Financial Services and Pensions Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.

Intact Insurance Ireland DAC,
Intact House,
Dundrum Town Centre,
Sandyford Road,
Dundrum, Dublin 16
D16 FC92

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