

Zurich Tradestar Commercial Apartment Block Insurance

Policy Document



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The Contract of Insurance

Zurich Tradestar Commercial Apartment Block Insurance Policy

The Policy, Schedule and any endorsements should be read as if they are one document.

The Policy is a contract between **you** and **us**. The proposal form and declaration signed by **you** or submission and related correspondence received by **us** form the basis of the contract.

We will insure **you** under those sections shown in the Schedule during any Period of Insurance for which we have accepted your premium provided all the terms and conditions of the Policy are kept.

For and on behalf of Zurich Insurance plc ('Zurich').



Conor Brennan

Chief Executive Officer Ireland

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

To fully understand the cover provided under your Policy, your attention is drawn to exclusions under individual sections and also general conditions and exclusions.

Please read your Policy and Schedule carefully. If they do not meet your needs please return all documents to **us** or your broker or agent.

Meaning of Words

Certain words in the Policy have special meanings. These meanings are given below. To help you identify these words in the Policy **we** have printed them in **bold** throughout.

Apartment

A self contained unit of residential accommodation within the **apartment block(s)**.

Apartment Block(s)

The **apartment block(s)** and all outbuildings used for domestic purposes only.

Average

If, at the time of the **damage**, the sum insured is less than the full reinstatement value of the property insured the amount **we** will pay will be reduced in proportion to the amount of the underinsurance.

Building(s)

The **building(s)** of the **apartment block(s)** being built of bricks, stone or concrete and roofed slates, non combustible tiles, concrete, asphalt, metal or sheets or slabs composed entirely of non combustible mineral ingredients comprising:

- the **apartment block(s)** and all outbuildings used for domestic purposes only
- walls, gates, fences and hedges
- tennis hard courts, terraces, patios, drives, paths, squash courts and car parks
- tanks, drains, pipes and cables servicing the **apartment block(s)**
- landlord's fixtures and fittings (including fitted carpets/floor coverings in common areas) of **apartments block(s)** only
- satellite dishes, radio and television aerials, fittings and masts affixed to or in the **apartment block(s)**.

Business

The ownership of and/or the organisation and/or the management of the **apartment block(s)**.

Damage or Damaged

Loss, destruction or **damage**.

Defined 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, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, or impact by any vehicle or goods falling therefrom or animal.

Employee

- who has entered into or works under a contract of service or apprenticeship with **you**, provided a proper wages book is kept which includes each **employee** and each **employee** is registered for PAYE and PRSI
- Any labour only subcontractor or anyone employed by them
- Any self-employed person
- Anyone who is engaged under a Work Experience Scheme or similar scheme
- Anyone who is hired or borrowed by **you**

Working for **you** in connection with the **business**.

Excess

Where an **excess** is shown in any section of this Policy or any endorsement attached to the Policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property after all other terms and conditions have been applied.

Resident

The owner of an individual **apartment** within the **apartment block(s)**.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not permanently lived in.

We, Us, Our

Zurich Insurance plc.

You

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

Section A – Buildings

What is insured	What is not insured
The building(s) are insured against damage caused by the events in paragraphs 1 – 11.	
1. Fire Fire, smoke, lightning, explosion or earthquake.	Smoke damage caused by <ul style="list-style-type: none"> • Agricultural or industrial operations. • Any gradually operating cause. • Smog.
2. Stealing Stealing or attempted stealing.	Damage caused by stealing or attempted stealing not involving entry to or exit from the building(s) by forcible and violent means. Damage caused to any apartment which is left unfurnished or unoccupied for more than thirty consecutive days.

What is insured	What is not insured
<p>3. Riot</p> <p>Riot or civil, labour or political disturbances or vandals or malicious persons.</p>	<p>Damage caused by someone lawfully on the premises.</p> <p>Damage caused to any apartment which is left unfurnished or unoccupied for more than thirty consecutive days.</p>
<p>4. Storm</p> <p>Storm or flood.</p>	<p>Damage attributable solely to change in the water table level.</p> <p>Damage by frost, subsidence, ground heave or landslip.</p> <p>Damage in respect of movable property in the open, hedges, fences and gates.</p>
<p>5. Water</p> <p>Escape of water from any washing machine, dishwasher, refrigerator, freezer, fixed domestic water or heating installation or fixed fish tank. We will also pay for damage to any fixed domestic water or heating installation in the apartment block(s) caused by freezing or forcible or violent bursting.</p> <p>We will also pay for costs incurred in locating the source of the damage to the building(s).</p>	<p>Damage caused to any apartment which is left unfurnished or unoccupied for more than thirty consecutive days.</p> <p>Damage due to wear and tear, rust or gradual deterioration of any installation.</p> <p>Any amount in excess of €12,750 incurred in locating the source of the damage in any one Period of Insurance.</p>
<p>6. Impact</p> <p>Collision by aircraft, other aerial devices, road or rail vehicles, or articles falling from them or by animals.</p>	<p>Damage caused by insects or pets.</p>
<p>7. Aerials</p> <p>Falling satellite dishes, radio and television aerials, fittings or masts.</p>	<p>Damage arising from the erection, dismantling, repair or maintenance of such apparatus.</p>
<p>8. Oil</p> <p>Leakage of fuel oil used solely for domestic purposes in connection with the building(s). We will also pay for costs incurred in locating the source of the damage to the building(s).</p>	<p>Damage due to wear and tear, rust or gradual deterioration of any installation. Damage caused to any apartment which is left unfurnished or unoccupied for more than thirty consecutive days.</p> <p>Any amount in excess of €12,750 incurred in locating the source of the damage in any one Period of Insurance.</p>
<p>9. Trees</p> <p>Falling trees or branches.</p> <p>We will also pay the cost of removing any fallen trees or branches which cause damage to the building(s).</p>	<p>Damage caused by felling or lopping of trees.</p> <p>Damage to gates, fences or hedges.</p>

What is insured	What is not insured
<p>10. Subsidence</p> <p>Subsidence or ground heave of the site on which the building(s) stand or landslip.</p>	<p>Damage</p> <ul style="list-style-type: none"> • caused by settlement due to building(s) load, bedding down, coastal, lake or river erosion, structural alterations or repairs or demolition, faulty workmanship, defective design and/or construction, defective or inappropriate foundations or the use of faulty materials. • caused by building(s) or made up ground or filled in land. • to walls, gates, fences, hedges, terraces, patios, drives, paths, tennis hard courts, squash courts, car parks, tanks, drains, pipes or cables servicing the apartment block(s) unless liability is admitted under the Policy for damage to the apartment block(s) from the same cause occurring at the same time. • to floor slabs unless the foundations of the load bearing walls of the apartment block(s) are damaged at the same time. • caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the building(s). • In respect of any claim the first €1,300.

What is insured	What is not insured
<p>11. Accidental Damage</p> <p>Accidental damage not caused by the events under paragraphs 1-10 of this section.</p>	<p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • insects, parasites, vermin or domestic pets. • atmospheric or climatic conditions or the action of light. • alteration, repair, maintenance, decoration, restoration, dismantling or renovation. • demolition, structural alteration or structural repair. • drying, dyeing, washing or cleaning. <p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> • inherent vice, latent defect, gradual deterioration, wear and tear, frost, change in water table level, its own faulty or defective design or materials. • faulty or defective workmanship, operational error or omission, on the part of you or any of your employees. • gradually operating causes. • the bursting of a boiler (not being a boiler used for domestic purposes only) economiser or other vessel machine or apparatus in which internal pressure is due to steam only and belonging to or under the control of you. • pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. <p>but this shall not exclude subsequent damage which itself results from a cause not otherwise excluded.</p> <p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> • corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring or scratching. <p>Damage consisting of:</p> <ul style="list-style-type: none"> • joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping in connection with the above. • mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates.

What is insured	What is not insured
<p>11. Accidental Damage continued</p>	<p>Damage caused by or consisting of:</p> <ul style="list-style-type: none"> • acts of fraud or dishonesty. • disappearance, unexplained or inventory shortage, misfiling or misplacing of information. <p>Damage to building(s) caused by its own collapse or cracking unless resulting from a defined peril in so far as it is not otherwise excluded.</p> <p>Damage in respect of moveable property in the open, fences and gates caused by wind, rain, hail, sleet, snow, flood or dust.</p> <p>Damage</p> <ul style="list-style-type: none"> • caused by fire resulting from its undergoing any heating process or any process involving the application of heat. <p>Damage in respect of</p> <ul style="list-style-type: none"> • jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rare books. • property in transit. • computers or data processing equipment. • money, cheques, stamps, bonds, credit cards or securities of any description other than such. Damage caused by a defined peril in so far as it is not otherwise excluded.
<p>12. Services</p> <p>Accidental damage to underground and overhead cables, pipes, tanks or drains servicing the building(s) for which you are responsible.</p>	
<p>13. Pipes</p> <p>The cost of breaking into and repairing the pipe between the main sewer and the apartment block(s) following the blockage of the pipe.</p>	
<p>14. Glass</p> <p>Accidental breakage of fixed glass in windows, doors or roofs or fixed sanitary ware in the apartment block(s).</p>	<p>Damage caused to any apartment which is left unfurnished or unoccupied for more than thirty consecutive days.</p>

Additional Covers

What is insured	What is not insured
<p>1. Damage caused by Emergency Services</p> <p>Damage caused to lawns, paths and gardens by the movement of emergency service vehicles occurring within the confines of the site on which the building(s) stand.</p>	Any amount in excess of €1,300.
<p>2. Fire Brigade Charges</p> <p>The cover provided by this Policy is extended to include cover for charges that are levied by a fire authority in accordance with the Fire services act 1981 or any subsequent amendments, in controlling or extinguishing fire affecting (or threatening to affect) the property insured by this Policy in circumstances which have given rise to, or would have given rise to damage arising from a cause which is not an excluded clause.</p>	Any amount in excess of €6,500.
<p>3. Landscaping Damage</p> <p>Damage to lawns, trees, plants and shrubs as a result of the events in paragraphs 1 (Fire) and 3 (Riot) occurring within the confines of the site on which the building(s) stand.</p>	Any amount in excess of €6,000. Unless the building(s) are damaged at the same time and by the same cause.
<p>4. Replacement of Locks</p> <p>The cost of replacing and fitting outside door locks to the apartment block(s) if the keys of such locks are stolen.</p>	Any amount in excess of €500.

Memoranda

1. Additional Costs

We will pay the necessary and reasonable expenses that **you** incur in repairing or reinstating the **building(s)** following **damage** insured under this section, namely:

- fees to architects, surveyors, consulting engineers and others.
- the cost of clearing the site and making it and the **building(s)** safe.
- the cost of complying with any government or local authority requirement following **damage** unless **you** were given notice of the requirement before the **damage**.

We will not pay:

- fees for preparing a claim under this section.
- for the cost of undamaged parts of the **building(s)** (except the foundations of the **damaged** parts)

- the cost of work stipulated in any notice already served upon **you**.
- costs or expenses incurred in removing debris other than from the **building(s)** and the area immediately adjacent.
- costs or expenses arising from pollution or contamination of property not insured by this Policy.
- any rate, tax or other charge arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any Public Authority, Regulation or Bye-Law.

2. Automatic Reinstatement of the Sum Insured

We will automatically reinstate the sum insured upon notification of a claim to us unless we give you written notice to the contrary provided that you:

- pay the appropriate additional premium.
- take immediate steps to carry out any amendments in the protection of the **building(s)** as we may require.

The most we will reinstate in any one Period of Insurance is the sum insured.

3. Average

The sum insured in respect of **building(s)** is subject to **average**.

4. Excess

The **excess** applicable under this Section is shown in the Schedule attached to this Policy.

5. Inflation Protection

To protect you from the effects of inflation, we will automatically increase the sum insured each year. We will work out the renewal premium on the revised sum insured.

6. Joint Interest Clause

If you or any **resident** has contracted to sell the **apartment block(s)** or any **apartment** we will insure the buyer under this section and the Property Owners Liability Section of the Policy up to the date the contract is completed unless he/she has arranged his/her own insurance. The buyer must keep to the terms and conditions of the Policy.

7. Limits

The most we will pay for **damage** to the **building(s)**, including additional costs, is the sum insured shown on the Schedule or on any subsequent endorsement.

8. Mortgagees Clause

If the **building(s)** or any individual **apartments** are mortgaged, the interest of the mortgagee in this insurance will not be prejudiced by any act or neglect of the mortgagor or occupier of the **building(s)** insured by this Policy which increases the risk of **damage** without the authority or knowledge of the mortgagee provided that the mortgagee on becoming aware of an increase in the risk of **damage** advises **us** immediately and pays an additional premium if required.

9. Pollution & Contamination Clause

Damage caused by pollution or contamination is not insured except (unless otherwise excluded) where **damage** to the property insured is caused by:

- pollution or contamination which itself results from any of the insured events 1 – 6 under this section.
- any of the insured events 1 – 6 under this section which itself results from pollution or contamination.

10. Water Table Clause

The cover provided by Section A and B does not include **damage** or **consequential loss** solely due to change in the water table level.

11. Settling Claims

We will pay the full cost of repair or reinstatement of the **damaged** part of the **building(s)** provided that the work is done without delay or at **our** option, **we** will arrange for the work to be carried out. However, **we** will take off an amount for wear and tear if the **building(s)** are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **building(s)** when new.

Your attention is drawn to the **General/Claims Conditions and General Exclusions** detailed from Pages 19-25 of the Policy.

Section B – Loss of Rent/Alternative Accommodation Cover

What is insured	What is not insured
<p>Rent Receivable</p> <p>If the apartment block(s) or any apartment is made uninhabitable or access to them is denied as a result of damage from any cause insured by Section A we will pay for any loss of Rent Receivable sustained by you or any resident (subject to terms of the lease) or the reasonable extra cost of comparable alternative accommodation incurred by you or any resident (not tenant(s)) but only during the period</p> <ul style="list-style-type: none"> • necessary to reinstate the apartment block(s) or apartment to habitable condition. • while access to the apartment block(s) or apartment is denied. <p>The work of reinstatement or repair must be done without delay.</p>	
<p>The Limit</p> <p>The most we will pay under this section is:</p> <ul style="list-style-type: none"> • 2% of the building(s) sum insured on the damaged apartment block(s) for any one apartment. • 25% of the building(s) sum insured on the damaged apartment block(s) in total. 	

Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from Pages 19-25 of the Policy.

Section C – Employers’ Liability Cover

What is Insured	What is not insured
<p>Indemnity Provided</p> <p>Your legal liability for bodily injury sustained by any employee which arises out of and in the course of his/her employment by you in connection with your business.</p> <p>We will pay, subject to the limit of liability:</p> <ul style="list-style-type: none"> • all sums you become legally liable to pay for any claim for damages settled or defended with our consent and claimant’s costs and expenses • all costs and expenses you incur with our consent in defending any claim for damages • solicitors’ fees you incur with our consent for: <ul style="list-style-type: none"> a) representation at any Coroner’s Inquest or Fatal Enquiry into any death b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event <p>provided that the bodily injury is caused during the Period of Insurance.</p>	<p>Any liability:</p> <ul style="list-style-type: none"> • arising out of manual work undertaken away from the apartment block(s) other than collection or delivery by you or any of your employees. • which arises in situations where compulsory insurance must be arranged under the Road Traffic Act 1961 or any subsequent amending legislation to this Act. • arising out of any work of building construction, reconstruction, structural alteration or demolition.
<p>Bodily Injury</p> <p>Bodily Injury shall mean:</p> <ul style="list-style-type: none"> • Bodily Injury, disease or illness. • Wrongful arrest, detention, imprisonment or eviction of any employee by you up to a maximum limit of liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses. 	

Limit of Liability

The most **we** will pay in respect of any one claim against **you** or by **you** or series of claims against **you** or by **you** arising out of one cause is €13,000,000.

The amount shall be inclusive of:

- all legal costs and other expenses incurred by any claimant or claimants.
- all legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this Policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in **excess** of the amount stated above.

Discharge of Liability

We may discharge our liability to you in respect of any claim by paying to you or on your behalf the maximum amount payable in respect of any one claim against you or by you or series of claims against you or by you arising out of one cause.

If we opt to discharge our liability in this way and have made previous payments in respect of the claim against you or by you or series of claims against you or by you arising out of one cause we will pay the balance of the maximum amount to you or on your behalf.

Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from Pages 19-25 of the Policy.

Section D – Property Owners’ Liability Cover

What is insured	What is not insured
<p>Indemnity Provided</p> <p>Any amounts which you, as owner of the building(s) become legally liable to pay as compensation for an accident, occurring during the Period of Insurance, which causes accidental death or accidental bodily injury to a person or accidental damage to material property.</p>	<p>Any liability:</p> <ul style="list-style-type: none">• arising from an agreement which imposes a liability which you would not otherwise have been under.• arising from the occupation of the building(s).• for damage to property owned or held in trust by you or in your custody or control.• for bodily injury to any employee.• for the cost of remedying any defect or alleged defect in the building(s).• arising from lifts, hoists, escalators, boilers or other similar hazardous equipment which are subject to statutory inspection unless an inspection contract with a qualified engineer (which fully complies with statutory inspection legislation) is in force at the time of any incident giving rise to a claim.• the ownership possession or use of dangerous dogs as specified in Regulations made under the Control of Dogs Act 1986 or any subsequent amending legislation, where such ownership possession or use is not in accordance with the provisions of such Regulations.

What is insured	What is not insured
	<ul style="list-style-type: none"> • arising from the ownership, possession or use of any mechanically propelled vehicle (other than ride on lawnmowers used within the confines of the building(s)), or mobile plant by you or on your behalf <ul style="list-style-type: none"> a) which is licensed for road use b) for which compulsory motor insurance or security is required c) which is more specifically insured • arising out of any work of building construction, reconstruction, structural alteration or demolition. <p>Any liability:</p> <ul style="list-style-type: none"> • arising directly or indirectly from the ownership or possession or use by or on behalf of you of craft designed to travel through air or space hovercraft or watercraft other than non mechanically powered craft used on inland waterways. • arising directly or indirectly from the ownership or possession or use by or on behalf of you of vehicle trailers whether attached or not attached to a vehicle while in use in a place for which compulsory insurance is required under the Road Traffic Act 1961 or any subsequent amending legislation to this Act. • in respect of liquidated damages, fines, penalties, aggravated exemplary or punitive damages.
<p>Bodily Injury</p> <p>Bodily Injury shall mean:</p> <ul style="list-style-type: none"> • Bodily Injury, disease or illness • Wrongful arrest, detention, imprisonment or eviction of any person other than any employee by you up to a maximum limit of liability of €6,500 any one incident and €32,000 in the aggregate in any Period of Insurance. The limit of Liability shall be inclusive of all costs and expenses. 	

Limit of Liability

The most **we** will pay for any claim or claims arising from any one event is €2,600,000 plus costs agreed by **us** in writing.

Discharge of Liability

We may discharge **our** liability to **you** in respect of any claim under this section by paying to **you** or on your behalf the maximum amount payable in respect of any one accident or series of accidents occurring in connection with any one event. If **we** opt to discharge **our** liability in this way and have made previous payments in respect of the accident or series of accidents occurring in connection with any one event **we** will pay the balance of the maximum amount to **you** or on your behalf. **We** will also pay legal costs incurred prior to the date of such payment.

Pollution/Contamination Clause – Special condition applying to Section D

Liability arising from Pollution or Contamination is not insured unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

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

The most **we** will pay for all claims arising from Pollution or Contamination which is deemed to have occurred during the Period of Insurance is €2,600,000. Provided always that **our** total liability to pay compensation shall not exceed €2,600,000.

For the purpose of this condition "Pollution or Contamination" shall mean:

- all Pollution or Contamination of **building(s)** or other structures or of water or land or the atmosphere and
- all **damage** or **bodily injury** directly or indirectly caused by such Pollution or Contamination.

Your attention is drawn to the General/Claims Conditions and General Exclusions detailed from Pages 19-25 of the Policy.

Extension Applicable to Section C Employers' Liability and Section D Property Owners' Liability within the Policy

Safety, Health and Welfare at Work Act 1989

This Policy subject to its terms and limitations extends to indemnify **you** or any Director or **employee** of **you** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with **our** consent to act for or on behalf of **you** or any Director or **employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Act 1989 or any subsequent amendments committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such Director or **employee** or **you** arising from such proceedings

Provided always that:

1. This extension shall apply only to proceedings brought in a Court of Law in Ireland.
2. **We** will be under no liability:
 - a) where **you** or any Director or **employee** is insured by any other Policy.
 - b) where the criminal charge is in respect of any deliberate or intentional criminal act of **you** or any Director or **employee**.
 - c) in respect of legal fees and expenses which **you** or any Director or **employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the Director or **employee**.
 - d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices.
 - e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.
3. **You** or any Director or **employee** shall give to **us** immediate notice of any summons or other process served upon **you** or any Director or **employee** and of any event that may give rise to proceedings against **you** or any Director or **employee**.

General Conditions

1. Cancellation

We have the right to cancel this Policy or any section, or part of it, by giving 14 days notice in writing by registered letter to your last known address.

2. Currency

It is understood and agreed that the currency of all premiums, sums insured, indemnities and excesses shown in the Schedule of this Policy or any Renewal Notice or Endorsement relating to them shall be deemed to be Euro.

3. Fire Extinguishing Appliances

You must maintain Fire Extinguishing Appliances in the **building(s)** in efficient working order.

4. Instalment Premium Clause

Where **you** have agreed under a separate credit agreement to pay the premium by instalments, any default in payment on the due date will automatically terminate the Policy cover.

5. Insurance Act 1936

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

6. Interpretation

Where the wording of any endorsement attached to the Schedule or subsequently issued by **us**, conflicts with the printed wording of the Policy document the wording of the endorsement overrides the Policy document.

7. Misrepresentation

You must tell **us** of any change of circumstances after the start of the insurances which increases the risk of injury or **damage**.

You will not be insured under the Policy until **we** have agreed in writing to accept the altered risk.

8. Other Insurances

If at the time of the claim there is any other Policy covering the same property or occurrences insured by this Policy, **we** will be liable only for **our** proportionate share.

If any other such Policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears to the value of the property insured.

9. Precautions by the Insured

You will take all reasonable steps to protect the property, prevent accidents and comply with laws, bye laws or regulations and take reasonable care in the selection and supervision of **employees**.

10. Stamp Duty

Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990, or any subsequent amending legislation.

11. Subrogation

We are entitled to:

- take the benefit of your rights against another person before or after **we** have paid a claim.
- take over the defence or settlement of a claim against **you** by another person.

12. Survey Requirements

You must implement any requirements and recommendations made following a survey of the premises within the time specified by **us** or **our** representative.

13. Subsidence

If there has been an incident involving subsidence in the last 5 years, subsidence cover is excluded unless written confirmation is received from **us** to state otherwise.

14. Warranties

If the Policy is subject to a warranty any breach of that warranty shall be a bar to any claim. Any breach which occurred before the Period of Insurance during which the claim occurred will not be regarded as a bar to a claim occurring in that Period of Insurance.

Claims Conditions

1. Liability Claims

Action by you

On the happening of any occurrence which could give rise to a claim or on receiving verbal or written notice of any claim **you** shall:

- a) Give immediate notice in writing to **us**.
- b) Forward to **us** immediately on receipt any letter, claim, writ, summons or process received in connection with the occurrence.
- c) Give all necessary information and assistance to **us** to enable **us** to deal with, settle or resist any claim as **we** may think fit. Such information and assistance shall be given without any delay.
- d) So far as reasonably practicable ensure that no alteration or repair is made to any machinery, appliance, plant, way or fitting after an accident has occurred until **we** have had an opportunity of carrying out an inspection.
- e) **You** shall not
 - take any steps to compromise or settle any claim or admit liability without specific instructions in writing from **us**.
 - give any information or assistance to any person claiming against **you** without the consent of **us**.
- f) **We** shall, for so long as **we** desire, take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which **we** may be liable under the Policy.

1. Non Liability Claims

Action by you

- A (a) In the event of **damage** **you** shall
- notify **us** immediately.
 - notify the Garda Siochana immediately it becomes evident that any **damage** has been caused by stealing or attempted stealing, by riot or civil, labour or political disturbances or vandals or malicious persons.
 - carry out and permit to be taken any action which may be reasonably practicable to prevent further **damage**.

- deliver to **us** at your expense:
 - full information in writing of the property lost destroyed or **damaged** and of the amount of **damage**
 - details of any other insurances on any property insured by this Policy

within 30 days after such **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 **we** may allow
 - all such proofs and information relating to the claim as may reasonably be required
 - if demanded, a statutory declaration of the truth of the claim and of any matters connected with it.
- (b) No claim under this Policy shall be payable unless the terms of this condition have been complied with.
- B** (a) In the event of any **damage** in consequence of which may give rise to a claim is or may be made under the Rent/Alternative Accommodation Section of this Policy **you** shall:
- notify **us** immediately.
 - deliver to **us** at your expense within 7 days of its happening full details of **damage** caused by stealing or attempted stealing, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.
 - with due diligence carry out and permit to be taken any action which may reasonably be practicable to minimise or check any interruption of or interference with the **business** or to avoid or diminish the loss.
- (b) If the terms of this condition have not been complied with
- no claim under this Policy shall be payable and
 - any payment on account of the claim already made shall be repaid to **us** immediately.

3. Arbitration

If any dispute shall arise under this Policy, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

4. Death of the Insured

If **you** die **we** will insure your legal personal representative for any liability **you** had previously incurred under the Policy provided that they keep to the terms of the Policy.

5. Fraudulent Claims

If **you** or anyone acting for **you** makes a claim under this Policy knowing the claim to be false, **we** will not pay the claim and all cover under the Policy stops.

6. Right to Settle

We shall have the right to settle a claim by:

- the payment of money.
- reinstatement or replacement of the property lost or **damaged**.
- repair of the property lost or **damaged**.

If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** shall not spend on any one item, more than its sum insured.

7. Salvage

We have the right to the salvage of any insured property. In addition **we** have the right to enter the **building(s)** where the **damage** has happened and to take and keep any of the property insured and to deal with salvage in a reasonable manner.

General Exclusions

This Policy does not cover the following:

1. Communicable Disease

Liability resulting directly or indirectly from the transmission of any communicable disease or virus by **you**.

2. Cyber Risk Clarification

The following clarification applies to all Sections of the Policy other than the Employers Liability Section.

This Policy does not apply to liability, loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

a) the loss or alteration of, or **damage** to

or

b) a reduction in the functionality availability or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

3. Date Recognition

Loss, damage, consequential loss or legal liability of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Insured or not, and whether occurring before, during or after the year 2000, to do all or any of the following:

- a) to correctly recognise any date as it's true calendar date
- b) to capture save or retain, and/or to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as it's true calendar date
- c) to capture save or 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 or the inability to capture save retain or correctly process such data on or after any date

but in respect of all insurances other than Public Liability and Products Liability this shall not exclude subsequent loss, **damage** or consequential loss (not otherwise excluded) which itself results from a "defined peril" otherwise covered by this Policy.

Note: This exclusion does not apply to Section C – Employers Liability Cover of the Policy.

4. Electrical Plant

Damage to any electrical plant or appliance caused by its own:

- over-running
- short-circuiting
- excessive pressure
- self-heating

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.

5. Faulty or Defective Design

Damage or consequential loss caused by faulty or defective design materials or workmanship, inherent fault or defect, undiscovered defect, gradual deterioration, wear and tear. This shall not apply to subsequent **damage** resulting from another cause which happens afterwards and is not otherwise excluded.

6. Liquidation

This Policy shall be avoided if the **business** is wound up or carried on by a liquidator, receiver, examiner or permanently discontinued.

7. Northern Ireland

Damage to any property in Northern Ireland or loss resulting from such **damage** arising from:

- riot or civil, labour or political disturbances
- any unlawful, wanton or malicious act committed maliciously by a person or people acting on behalf of or in connection with any unlawful association or political organisation.

For the purpose of this exclusion “unlawful association” means any organisation which is engaged in **Terrorism** and includes an organisation which is a proscribed organisation as defined in the Northern Ireland (Emergency Provisions) Act 1973. **Terrorism** means the use of violence for political ends and includes any use of violence for the purpose of putting the public or any section of the public in fear. If **we** refuse to deal with a claim as a result of this exception and **you** dispute **our** decision, **you** must prove that the exclusion should not apply.

8. Radioactive/Aircraft

Any expense, Rent/Alternative Accommodation, Legal Liability or **damage** to any **building(s)** directly or indirectly 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.
- c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, riot, civil commotion, insurrection or military or usurped power.
- c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

9. Unoccupied

Damage or loss of Rent/Alternative Accommodation when the **building(s)** are empty or not in use.

10. War and Terrorism

This Policy excludes loss, **damage**, cost or expense or liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing currently 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, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power; or
- b) any act of **Terrorism**.

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

This endorsement also excludes loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b).

If **we** allege that by reason of this exclusion, any loss, **damage**, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

Complaints Procedure

At Zurich, **we** care about **our** customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that **you** have cause for complaint, either in relation to your Policy or any aspect regarding the standard of **our** service, please see the steps outlined below.

- If **you** have arranged your Policy with Zurich through a Broker, **you** should firstly direct your complaint to the Broker with whom **you** arranged your Policy.
- If **you** deal with **us** directly, **you** should contact the Customer Services Co-ordinator, Zurich, Zurich House, PO Box 78, Wexford. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, **you** should write to the Chief Executive Officer at the aforementioned address, or alternatively **you** may wish to contact:

- (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.
Lo-Call: 1890 88 20 90
- (ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77
- (iii) Insurance Ireland, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

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

Data Protection

Zurich will hold your details in accordance with **our** Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information **you** supply may be used by **us** for the purposes of administering your Policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Insurance Group and **our** partners inside and outside the European Economic Area.

We may share with **our** agents and service providers, members of the Zurich Insurance Group, other insurers and their agents, and with any intermediary acting for **you**, and with recognised trade, governing and regulatory bodies (of which **we** are a member or by which **we** are governed) information **we** hold about **you** and your claims history. This includes the Insurance-Link database and the Irish Insurance Federation's anti-fraud claims matching database. **We** may also in certain circumstances use private investigators to investigate a claim.

In order to prevent and detect fraud and the non-disclosure of relevant information

Zurich may at any time:

- Share information about you with companies within the Zurich Insurance Group, other organisations outside the Zurich Insurance Group including where applicable private investigators and public bodies including An Garda Síochána.
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

- Below is a sample of such databases used:
 - the Insurance Link Anti-Fraud register (for more info see www.inslink.ie)
 - the Integrated Information Data System ('IIDS') to verify information including penalty points and NCD
 - MIAFTR (Motor Insurance Anti-Fraud and Theft Register) operated by the Association of British Insurers in the UK to logs all insurance claims relating to written-off and stolen vehicles in the UK
 - The National Vehicle File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the Republic of Ireland
 - Companies Registration Office.

The databases used are not limited to those listed above and are subject to change at any time.

Zurich may also use your personal data, the personal data of your named drivers or members of your household, information about your vehicle or property to search these agencies, databases and other publicly available information to:

- Help make decisions about the provision and administration of insurance, credit and related services for you.
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your insurance policies with Zurich.
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.
- Undertake credit searches and additional fraud searches.

Information about claims (whether by our customers or third-parties) made under policies that we provide is collected by us when a claim is made and placed on an industry database of claims known as Insurance Link. This information may be shared with other insurance companies, self-insurers or statutory authorities.

Insurance companies share claims data:

- a) to ensure that more than one claim cannot be made for the same personal injury or property damage
- b) to check that claims information matches what was provided when insurance cover was taken out
- c) and, when required, to act as a basis for investigating claims to verify recorded information or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers.

Information about insurers' obligations in relation to your information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector which is available at www.dataprotection.ie

Under the Data Protection Acts 1988 and 2003 you have a right to know what information about you and your previous claims is held on Insurance Link. If you wish to exercise this right then please contact us at the address below.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Insurance Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email dataprotectionofficer@zurich.ie or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich Insurance, PO Box 78, Wexford. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website www.zurichinsurance.ie or requested by writing to our **Data Protection Officer, Zurich Insurance, PO Box 78, Wexford**. Alternatively you can email dataprotectionofficer@zurich.ie

Customer Information

Law Applicable to this Contract

The Insurer with which your contract is concluded is Zurich Insurance plc which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.

Arson Prevention

Each year Insurance Companies pay out in excess of €13,000,000 in claims for fires started deliberately.

Deliberate fire may be associated with vandalism or burglary and can result in:-

- Premises being extensively damaged or destroyed
- People being seriously injured or even killed
- **Businesses** bankrupted.

Buildings can be the subject of deliberate attack by fire both externally and internally. This can be eliminated or reduced by putting into practice certain preventive measures, a number of which are listed hereunder.

- Strengthen doors, window locks, perimeter walls, fencing and gates. Where necessary install intruder and/or smoke alarms.
- Accompany visitors on and off your premises if possible, or at least monitor their movements. Check anyone **you** don't recognise.

- Keep all combustible materials under lock and key, if possible – at least remove from open yards.
- Timber pallets should be stored in open areas well away from **buildings** or perimeter fences.
- Hazardous goods such as inflammable liquids should be removed and locked up separately at the end of each day.
- Gas cylinders should be locked away in a secure and well ventilated compound.
- Petrol or diesel pumps should be immobilised.
- Draw up a plan to deal with the threat of bombs/incendiary attacks.
- Be vigilant for suspicious objects and notify Gardai if anything is found.

The above measures if implemented where appropriate, should help protect your buildings from deliberate fire.

Storm Prevention

To minimise **damage** from storms, we suggest the following:

- Roofs have a limited life span and are subject to wear and tear and deterioration over time. Check the roof covering at regular intervals and replace where there are signs of deterioration. Remember, your **Apartment** Policy does not cover the maintenance costs involved in repairing or replacing the roof. The Policy specifically excludes **damage** caused by wear and tear and gradual deterioration.
- Ensure your tiles and guttering are secure.
- Check that the gutters and drains are not blocked.
- If a storm is forecast, make sure all gates are bolted. Put any garden furniture, lawnmowers or plant pots in a garden shed and lock it.

Water Damage

There are various weather hazards which **you** cannot avoid, but against which **you** can protect your **apartment block**.

- Lag pipes and water tanks wherever possible.
- Leave the underside of tanks free to ensure rising warmth can reach them.
- Replace washers on dripping taps.

Burglary Prevention

Unfortunately, theft has become part of everyday life in many areas. Most thieves are opportunists who commit crimes when they spot an easily entered **building**. Such opportunities can be removed by fitting and using good quality locks on doors and windows and by installing an approved alarm system.

- All external doors should be fitted with five-lever mortise deadlocks and the keys should be removed from the lock.
- All patio doors should be fitted with key-operated patio door locks. The keys should be removable. A stop should be fitted in the top of the door frame to prevent the doors from being lifted out of their frame.
- All ground floor windows and other accessible windows, fanlights and rooflights should be fitted with key-operated security locks or stops with removable keys or key-operated security bolts with removable keys.

Liability Claims

- Training record – A training record signed by **employees**, should be documented and kept on file for each and every **employee**.
- Health & Safety statement – This should be read by all **employees** and a signed note (by each **employee**) should be kept on the personnel file to confirm that the statement has been read.
- Accident register – Maintain an accident register to record details of all incidents/claims.

Zurich Insurance plc
PO Box 78, Wexford, Ireland. Telephone: 01 667 0666
Fax: 01 667 0644 Website: www.zurichinsurance.ie
Zurich Insurance plc is regulated by the Central Bank of Ireland.

