

Guestsure

Insurance Policy



Willis

Guest House Owners Policy

RSA Insurance Ireland Limited (hereinafter referred to as "the Company") and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) the Statement of Fact and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

Any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

All monies which have become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be paid in the Republic of Ireland

All monies in this policy are in euro unless specifically stated to the contrary

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act, 1999 (as amended)

RSA is a registered business name of RSA Insurance Ireland Limited. RSA Insurance Ireland Limited is regulated by the Central Bank of Ireland. The underwriter is RSA Insurance Ireland Limited which is a member of the RSA Group. RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.
Tel: 1890 290 100. Outside Ireland Tel: +353 1 290 1000



Philip Smith
Chief Executive Officer
RSA Insurance Ireland Limited
Signed on behalf of the Insurer.

General Definitions

The Business

The Insured business as stated in the Schedule

The Premises

Those parts of the premises at the address stated in the Schedule used by the Insured in connection with the Business or for residential purposes

The Insured

The Insured named in the Schedule and each member of the Insured's family normally residing in the Premises

Section A – Property damage

1. The Company will indemnify the Insured in respect of loss or destruction of or damage to the Building and Contents describe in the Schedule occurring during the period of Insurance by
- (i) **Fire, Lighting**, Thunderbolt, Explosion, Earthquake, Aircraft, and other aerial devices or articles dropped from them.
 - (ii) **Riot civil commotion** strikers locked out workers or persons taking part in labour disturbances (other than loss destruction or damage resulting from cessation of work and loss destruction or damage in Northern Ireland)
 - (iii) **Malicious persons** other than
 - (a) loss destruction or damage in Northern Ireland
 - (b) stealing or damage in furtherance of stealing
 - (iv) **Storm or flood** (other than frost subsidence ground heave or landslip)
 - (v) **Escape of water** from water tanks apparatus or pipes (other than by subsidence ground heave or landslip)
 - (vi) **Impact** by horses or cattle or road or rail vehicles
 - (vii) **Stealing** involving entry to or exit from the Premises by forcible and violent means or following assault or violence or threat thereof to the Insured or to his/her employees including damage to the fabric of the premises (other than outbuildings) arising therefrom provided that the Insured is responsible for the repairs
 - (viii) **Escape of oil** from a fixed oil fired heating installation
 - (ix) **Breakage or collapse** of radio or television aerials
 - (x) **Falling Trees** (excluding damage caused by felling lopping or topping and the cost of removal)
 - (xi) **Subsidence, Ground Heave or Landslip** of the site on which the buildings stand and excluding loss or damage
 - (a) by coastal or river erosion
 - (b) by the bedding down of any buildings and settlement of newly made up ground
 - (c) to swimming pools, terraces, drives, footpaths, boundary walls, gates and fences unless the dwelling and/or its domestic outbuildings are damaged at the same time by the same cause.
 - (xii) **Smoke Damage** except smoke from fire places or smog or smoke from any industrial process or operation
 - (xiii) **Accidental Damage** excluding Damage
 - (a) caused by The Perils specified in (i) to (xii) above.
 - (b) caused by mechanical or electrical breakdown or derangement, inherent vice, latent defect, gradual deterioration, wear and tear, faulty or defective workmanship, corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching vermin or insects, any process of heating, drying, clearing, decorating, alteration, repair or dismantling
 - (c) to equipment designed to be portable whilst being transported carried or moved

- (d) to records, discs, cassettes and tapes
- (e) to electric light bulbs or tubes gas light radiants.
- (f) disfiguration or damage to glass other than fracture extending through the entire thickness of the glass
- (g) to stained glass
- (h) the cost of any lettering or decoration

Excess

This insurance does not cover the Excess (as shown below or as otherwise specified in the Schedule) being the first part of each and every loss to be borne by the Insured after the application of all terms and conditions of the insurance including the Underinsurance Clause

- | | |
|--|-------|
| a) (iv) Storm or Flood and (v) Escape of water | €2500 |
| b) (xi) Subsidence, Ground Heave or Landslip | €1500 |
| c) All other losses | €350 |

2. The Company will also indemnify the Insured in respect of

Debris Removal

The cost of removal of debris dismantling and or demolishing shoring up or propping of portions of Building

Architects Fees

Architects and surveyors consulting engineers legal and other fees necessarily incurred in the reinstatement of the Building (but not exceeding the scale of fees authorised by the respective professional institutes)

Local Authority Requirements

The additional cost of reinstatement of the Building necessarily incurred to comply with Statutory Building Regulations or Municipal or Local Authority bye-laws consequent on loss destruction or damage to building covered under this Section

Underground pipes and cables

Accidental damage to underground pipes services and cables provided the Insured is responsible for repairs

Debris Removal (CONTENTS)

The cost of removing debris of the Contents insured by this Section from the site of the damage or the immediately adjacent area following destruction or damage covered by this Section

Alternative Accommodation

The reasonable cost of alternative accommodation for the Insured only during the period the Premises are uninhabitable due to loss destruction or damage caused by (i)-(xiii) of cover for an amount not exceeding 10% of the Sum Insured under Contents

Tenants Liability

Loss destruction or damage (other than by fire) caused by (i)-(xiii) of cover to the Building as defined in Section A (other than gates hedges and fences) provided that they are leased or rented by and not owned by the Insured and

Section A – Property damage (continued)

provided that the liability does not arise solely under the terms of a lease or rental agreement for an amount not exceeding 10% of the Sum Insured under Contents

Temporary Removal

Loss destruction or damage cause by (i)-(xiii) of cover to Contents (other than stock including stock in trust) temporarily removed anywhere within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Mortgagees Clause

The interest of the Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Mortgagor or Occupier of any building hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee provided the Mortgagee shall immediately on becoming aware thereof give notice in writing to the Company and on demand pay such additional premium as the Company may require

Other interests

The interest of parties supplying property to the Insured under a hiring, leasing or similar agreement is noted in the insurance on Section A. Property Damage, the nature and extent of any such interest to be disclosed in the event of destruction or damage by fire or any other peril hereby insured against

It is agreed that the interests noted in the Schedule are included in this Policy

Replacement of locks Clause

Cost of replacing all internal and external locks as a result of having keys lost stolen or damaged subject to a maximum limit of €650 any one incident. The policy excess does not apply to this clause

Fire Brigade Charges

On charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 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, destruction or damage to the property insured by any peril covered by this policy

Limit €20,000

Guest effects Clause

Loss destruction or damage to property of paying guests caused by (i) - (xiii) of Cover to Contents whilst on the premises

Subject to a Total Sum Insured of €50,000 with a limit per guest of €1,750 or as stated in the Schedule

Policy excess does not apply to this clause

Televisions DVDs Coffee and Tea Makers

Forcible and violent entry to or exit from the Premises as

defined by cover (vii) will not apply to televisions DVDs coffee and tea makers at the Insured's Premises subject to a limit of €500 per item and an excess of €50 each and every loss

Landscape gardens

The cost of restoring any damage to landscape gardens, for which the Insured is responsible, by the Emergency Services as a result of any of the Insured Perils

Subject to a maximum Sum Insured of €1000

Trace and access and repair or replacement extension

In the event of Damage resulting from escape of water or oil as covered by this Policy the Insurer will pay

- (a) the costs necessarily and reasonably incurred in locating the source of such Damage and subsequently making good
- (b) the cost of repairing or replacing tanks apparatus pipes or appliances which have been damaged by freezing

Loss of oil

Cost of oil lost from domestic heating installation following Accidental Damage to any part of the domestic heating installation provided the guesthouse has not been unoccupied for more than 30 consecutive days

Clean up expenses

Cost of cleaning up expenses for which the Insured is responsible following escape of oil from the domestic heating installation provided the guesthouse has not been unoccupied for more than 30 consecutive days and excluding any costs in relation to landscaping

Subject to a limit of €2000 any one incident

Wedding gifts

Cost of replacing Wedding Gifts lost or damaged by any cause insured under this section whilst in the guesthouse for a period of one month before and one month after the wedding day of the Insured or a member of the Insured's family excluding loss or damage which is covered under another contract of insurance

Limit of 10% of the Contents Sum Insured

Christmas gifts

Cost of replacing Christmas Gifts if lost or damaged by any cause insured under this section whilst in the guesthouse during the months of December and January

Limit of 10% of the Contents Sum Insured

Jury service

The Company will pay the Insured €50 per day for each day the Insured is required to attend court for jury service subject to receipt of satisfactory written proof of jury service

Subject to a limit of €700 any one incident

Section A – Property damage (continued)

Reinstatement of title deeds

Cost of replacing the Title Deeds of the Premises if they are lost or damaged by any cause insured under this section whilst in the Premises or lodged with the Building Society Bank or Solicitor

Subject to a limit of €700 any one incident

Legal fees

Legal fees incurred by the Insured in order to repossess the Premises following occupation by squatters excluding all fees incurred without the Insurer's permission

Subject to a limit of €12,500 any one incident

Unoccupancy Warranties

If any of the Buildings insured under this Policy become unoccupied for a period of 30 days or more the Insurer must be immediately notified and the Covers insured in respect of such building(s) and contents therein is amended to Cover (i) only

The following warranties apply in respect of the unoccupied building(s)

- (1) All gas water and electricity mains supplies are to be kept disconnected until the building(s) are once again occupied (unless to supply an intruder alarm system)
- (2) All outside doors are to be kept securely locked to prevent unauthorised entry
- (3) All windows are to be firmly secured at all times
- (4) Visits are to be carried out by the Insured at least 3 times per week to physically check the premises and to carry out any work necessary to maintain the security arrangements
- (5) All trade waste and combustible materials must be removed from the Premises
Premises to mean within the unoccupied buildings and from the perimeter area on which the buildings are located

Limits

The amount payable in any period of insurance shall not exceed the Sum Insured under Building/Contents and shall be further limited in respect of

1. Contents (other than stock including stock in trust) temporarily removed - limit 15% of the Sum Insured subject to a limit of €5000 any one item
2. computer systems records - limit €1500
3. cost of removing debris - limit €15,000
4. any one employee personal effects - limit €750 (€750 any one article)
5. any one pedal cycle - limit €350
6. Personal Possessions limit of 5% of the Sum Insured subject to a limit of €1000 any one item

7. Property in the open within the boundaries of the guesthouse - limit €500
8. Any one claim in respect of one incident in respect of Satellite Aerials - limit €700
9. Outside catering equipment - limit €2000

The policy excess does not apply to the above inner limits.

The Insurance Provided (continued)

Definitions

Building

The buildings at the premises together with domestic outbuildings, garages, greenhouses, swimming pools, septic tanks, hard courts, terraces, patios, driveways, footpaths, walls, gates, fences, hedges, oil and other fuel storage tanks, sewers, drains, soil pipes and drain inspection covers (including decorations and landlord's fixtures and fittings in or on the Building), aerials, satellite aerials and their fittings and masts, external blinds and signs are insured against damage (which includes loss)

Contents

- (a) All trade contents belonging to the Insured or for which the Insured is responsible in the Premises including employees effects if they are not otherwise insured and tenants improvements landlords fixtures and fittings and interior decoration for which the Insured is responsible
- (b) Documents manuscripts and business books
- (c) Computer system records
- (d) Household goods Valuables and Personal Effects all belonging to or the responsibility of the Insured (excluding property belonging to or the responsibility of guests and customers) and solely in private use or used for the purpose of the Business

High Risk Items

Televisions personal computers audio and video equipment jewellery and articles of precious metal clocks watches photographic equipment furs pictures works of art curios and collections

Personal effects

Wearing apparel and other personal articles worn used or carried other than Valuables and Money (as defined in Section A Extension 4)

Exceptions

This Section does not cover

1. loss destruction or damage by explosion of a boiler or other plant designed to operate under steam pressure and belonging to or under the control of the Insured (but this exception shall not apply to domestic boilers nor to loss or damage by fire resulting from explosion)
2. loss or destruction of or damage to electrical equipment by short circuiting or overrunning not resulting in fire
3. stealing in which any member of the Insured's household or any of the Insured's employees is concerned as principal or accessory
4. stealing from any yard garden open space or unsecured outbuilding
5. loss destruction or damage by stealing, escape of water, malicious persons or glass breakage occurring when the Premises have been left unoccupied for more than 30

consecutive days immediately prior to the loss

6. loss destruction or damage by storm or flood to moveable property in the open, gates hedges and fences.
7. loss destruction or damage by storm or flood escape of water tanks apparatus or pipes to stock below the level of the surrounding ground unless on racking at least six inches above the floor
8. deeds bonds promissory notes or Money (as defined in Section A Extension 4)
9. mechanically propelled vehicles (other than lawn-mowers and garden cultivators used solely on the Premises) watercraft aircraft caravans trailers (and in each case their parts and accessories tools fitted radios and cassette players) or animals
10. loss destruction or damage or the cost of removing debris arising from pollution or contamination
 - (a) by any event not insured by this section
 - (b) to property not insured by this section
11. loss destruction or damage attributable solely to changes in the water table level
12. property more specifically insured by any other insurance

Extension 1 Personal Possessions

The Company will indemnify the Insured for loss or destruction of or damage to property detailed in the Schedule up to but not exceeding the sums insured specified therein from any cause (i) within the Republic of Ireland (ii) elsewhere for a period not exceeding 30 days during any one period of insurance occurring during the period of insurance

Definitions

Unspecified Items

Clothing

Wearing apparel (excluding furs) the property of the Insured

Unspecified jewellery

Jewellery articles of gold and silver or other precious metals watches furs cameras and binoculars pictures and other works of art and collection of stamps coins and medals subject to a limit of €1000 any one item the property of the Insured

Sports equipment

Sports equipment including clothing specially designed for such sports(s) the property of the Insured

Subject to a limit of €1000 for any one item

The Insurance Provided (continued)

Exceptions

This section does not cover

1. loss destruction or damage caused by wear tear and gradual deterioration moth or vermin climatic conditions or any process of heating drying cleaning dyeing alteration or repair
2. cracking scratching or breakage of china marble glass and similar brittle articles
3. mechanical or electrical breakdown
4. loss of individual charms from charm bracelets
5. breakage of strings reels and drum heads in respect of musical instruments
6. musical instruments owned by any person who is engaged in or connected in any way with any form of professional entertaining
7. angling tackle whilst being used for shark fishing
8. damage to cricket bats squash rackets and racket strings whilst in use and loss of or damage to balls or shuttlecocks in play
9. damage to guns by internal explosion

Extension 2 Frozen Food

The Company will indemnify the Insured for loss or destruction of or damage to products in the cold chamber of the Plant by deterioration or putrefaction caused by

1. rise or fall in temperature resulting from
 - (a) Breakdown of the Plant or non-operation (from any inherent cause) of any thermostatic device controlling the Plant or failure of the wiring between the starting switch or plug and the driving motor
 - (b) sudden and unforeseen damage (other than Breakdown) to the Plant that in the opinion of the Insurer necessitates immediate repair or replacement
 - (c) accidental failure of the public supply of electricity at the terminal ends of the Supply Authorities service feeders to the Premises
2. action of refrigerant fumes which have escaped from the Plant occurring during the Period of Insured provided that a maintenance contract with a refrigeration engineer shall be kept in force for each item of Plant unless the Plant is a sealed unit and/or forms part of a domestic appliance less than 10 years old

Limit

The amount payable in any one Period of Insurance shall not exceed the Sum Insured shown on the Schedule

Definitions

Plant

All electrical or metal mechanical parts integral to any refrigerator or deep freeze unit contained in the Premises including in the case of electrically driven plant the individual starter and the wiring between the motor and starter

Breakdown

The breakdown or burning of any part of the Plant while in use arising from either mechanical or electrical defects or pressures within the the Plant causing sudden stoppage of the Plant and necessitating repair or replacement before it can resume working

Exceptions

This Section does not cover

1. loss destruction or damage caused by
 - (a) wear and tear or other gradually developing cause
 - (b) any failure of electric current which does not involve total cessation for at least 30 consecutive minutes
 - (c) interruption in the electricity supply from the point of intake at the consumers premises to the main switch or plug of the motor
 - (d) a deliberate act by the Supply Authority or the exercise by any such Authority of its power to withhold or restrict the supply of electricity
 - (e) strikes lock-out riot or civil commotion
2. consequential loss incurred by the Insured

Extension 3 Computer Insurance

Computer Insurance Extension

In respect of Own Computer Equipment up to a limit of €1000 if such Property suffers Damage at the Premises by the Cover insured the Company will in accordance with the provisions of the insurance pay to the Insured

1. in respect of Reinstatement of Data the amount of loss up to a limit of €1000 or at its option reinstate or replace such property
2. in respect of Additional Cost of Working the amount of loss up to a limit of €2500 resulting from the interruption or interference with the Insured's Business at the Premises caused by the Damage
 - provided that payment has been made or liability admitted for the Damage under an insurance covering the interest of the insured in the property or
 - payment would have been made or liability admitted for the Damage but for the operation of a proviso in such insurance excluding liability for losses below a specified amount

The Company's liability in any one Period of Insurance shall not exceed in the whole the total sum insured or in respect of any one item its sum insured or any other stated limit of liability

The following is the Cover insured

Mechanical or Electrical Breakdown or derangement in respect of Own Computer Equipment excluding Damage

- (a) by any of
 - (i) the Covers

The Insurance Provided (continued)

- (ii) the causes expressly excluded from the Covers (i) to (xii)
- (b) to any property caused by or consisting of wear and tear or deterioration due to atmospheric conditions rust or corrosion faulty or defective workmanship operational error or omission on the part of the Insured or their employees but this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded
- (c) to property in the open
- (d) which would be covered by any guarantee or Maintenance Agreement whether or not in force at the happening of the Damage
- (e) to property resulting from
 - its undergoing any process of production packing treatment testing commissioning servicing or repair pollution or contamination
 - acts of fraud or dishonesty
 - the deliberate act of a supply undertaking in withholding the supply of water gas electricity fuel or telecommunications services but this shall not include
 - such Damage or subsequent Damage which itself results from other Damage and is not otherwise excluded
- (f) the first €150 of each and every loss

This Insurance does not cover

Maintenance Agreement

Additional Cost of Working incurred during the first 48 hours following Damage as provided by the Cover above unless a Maintenance Agreement is in force at the time of the Damage

Definitions

Own Computer Equipment

- Computer Equipment
- Ancillary Equipment
- Computer Systems Records
- programs and/or information stored upon fixed disks

as defined below and all being the property of the Insured or for which they are responsible but excluding property which is more specifically insured

Computer Equipment

All Computer Equipment (including interconnecting wiring fixed disks and telecommunications equipment) used for the storage and communication of electronically processed data but excluding Computer Equipment used solely or in part for the control or monitoring of any manufacturing repair handling alteration and/or treatment process or plant machinery vehicles airborne or waterborne craft of any kind

Ancillary Equipment

Ancillary Equipment solely for use with the Computer Equipment comprising air conditioning equipment generating equipment UPS voltage regulating equipment temperature and humidity recording equipment electronic access equipment heat smoke and water detection

equipment lightning and transient overvoltage protection devices lockdown security devices gas flooding cylinders and pipework and computer room partitioning

Computer Systems Records

All current and back-up Computer Records (excluding Fixed Disks and paper records of any description) incorporating stored programs and/or information thereon

Maintenance Agreement

A maintenance rental hire or lease agreement which provides a minimum service of on-call remedial and/or corrective maintenance at inclusive cost

The Company will pay

In respect of Own Computer Equipment

the cost of reinstatement being

- where the property is destroyed or damaged beyond economic repair replacement by new property of equal performance and/or capacity or if such be impossible replacement by property having the nearest higher performance and/or capacity to the property lost destroyed or damaged
- where the property is damaged the cost of repairing or restoring the damaged portions to a working condition substantially the same as but not better or more extensive than its condition when new but not exceeding €1000

Alternative Basis of Settlement for Own Computer Equipment

Under the Alternative Basis of Settlement the Company will pay the value of the property at the time of its destruction or the amount of the damage including the cost of

- minimising Damage and temporary repairs
- removing debris
- professional fees

as defined in costs A above and subject to the provisions and exceptions applying to those costs but not exceeding €1000

For the purpose of the Underinsurance Provision the Insurable Amount shall be the total of the value at the time of the Damage to the Property Insured by the item

In respect of Computer Systems Records documents manuscripts and business books

The Company will pay

- the value of the materials as stationery
- the clerical labour and computer time expended in reproducing such Computer Systems Records documents manuscripts and business books
- the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded but excluding the value to the Insured of the information
- the cost incurred with the Insurer's consent in removing debris dismantling demolishing shoring up and propping portions of the property but excluding any costs or

The Insurance Provided (continued)

expenses

- (1) incurred in removing debris except from the site of such property damaged and the area immediately adjacent to such site
- (2) arising from pollution or contamination of property not insured by this Policy but not exceeding €1000

The undernoted provision applies

For the purpose of the Underinsurance Provision the Insurable Amount shall be the value at the time of Damage

In respect of Additional Cost of Working

Subject to the provision below the Company will pay as indemnity the expenditure necessarily and reasonably incurred in order to minimise any interruption of or interference with the Business during the Indemnity Period in consequence of the Damage not exceeding €2500

The following is the provision referred to above

In respect of Additional Cost of Working

Subject to the provision below the Company will pay as indemnity the expenditure necessarily and reasonably incurred in order to minimise any interruption of or interference with the Business during the Indemnity Period in consequence of the Damage not exceeding €2500

The following is the provision referred to above

Professional Accountants' charges

The Company will pay the reasonable charges payable by the Insured to their professional accountants for producing information required by the Insurer under the terms of the Claims Conditions and for reporting that such information is in accordance with the Insured's accounts

Additional Computer Rental

The Company will pay the additional rental arising out of the replacement of a lease/hire agreement in respect of the Property Insured by a new contract for similar property consequent upon Damage up to an amount not exceeding €1000

Incompatibility of Computer Records

The Company will pay

- (a) the costs of modifying Own Computer Equipment or
- (b) the costs of replacement of Computer Systems Records together with reinstatement of programs and/or information thereon (whichever is less) to achieve compatibility in the event Damage to Own Computer Equipment has resulted in undamaged Computer Systems Records being incompatible with the replacement Computer Equipment subject to the Insurer's liability not exceeding €1000

Accidental Discharge of Gas Systems

The Company will pay the cost of refilling the cylinder(s) of any gas flooding systems installed solely for the protection of the Property Insured arising out of the accidental discharge of such system provided the liability of the Company shall not exceed €1000

However the Company shall not be responsible for any costs incurred as a direct result of the gas system being installed commissioned or undergoing any form of testing

Payments on Account

(Additional Cost of Working only)

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

Special Condition

(Additional Cost of Working only) Damage shall be extended to include

- (a) accidental loss distortion corruption or erasure of programs and/or information stored on Computer Systems Records caused by Damage as insured by this Policy
- (b) Damage recoverable under any guarantee or maintenance Agreement on the property Insured
- (c) the accidental failure or fluctuation of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the premises in which the Property is situated not occasioned by the deliberate act of any supply authority nor the exercise by any such authority of its power to withhold or restrict supply other than for the sole purpose of safeguarding life or the authority's property
- (d) the accidental failure of the electricity supply in the distribution wiring within the premises in which the Property Insured is situated not occasioned by failure as in (C) above
- (e) the accidental failure of any telecommunications system used in connection with the Property Insured not occasioned by
 - (i) the deliberate act of any telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operating of the system nor the inability of any such authority to maintain the system due to industrial action by any of its employees
 - (ii) the use by the Insured of machinery and equipment which is not acceptable to the telecommunications authority as properly installed and compatible with the telecommunications system
- (F) (i) physical loss of or damage to the premises in which the Property is situated or to any contents thereof or to property in the vicinity at the premises and/or
 - (ii) the exercise by any public and/or policy authority of its power for the sole purpose of safeguarding life which prevents the Insured access to and/or using the Computer Equipment

The Insured shall

- (a) maintain the Property in good order and efficient operating condition
- (b) observe the manufacturers and/or suppliers instructions for use operation storage transit and inspection of the Property
- (c) back-up information (other than software programs) at least once every twenty four hours verify and store taking all reasonable precautions in their safe storage and separately maintain one verified back-up copy in a

The Insurance Provided (continued)

- location away from the Premises
- (d) maintain one verified and up to date set of back-up software programs in a separate location away from the Premises
- (e) obtain and keep in force and effect a proper and valid licence in respect of any software program in its possession

- (b) losses occurring due to the credit card(s) not being used in accordance with the conditions of use of the issuing house

Subject to a limit of €1275 any one incident

Extension 4 Money Insurance

The Company will also indemnify the Insured in respect of

1. Loss of Money

- (a) in the Premises
- (b) in transit
- (c) in bank night safes until removed by a bank official

anywhere in the Republic of Ireland Great Britain Northern Ireland and the Channel Islands or the Isle of Man

- 2. loss of or damage to any safe in the Premises arising from any attempt to steal Money from it occurring during the Period of Insurance

Limits

The liability of the Insurer in respect of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause is limited as follows

1. Stamped or impressed Social Welfare cards crossed cheques bankers drafts crossed postal orders money orders National Saving Certificates and premium bonds stamp franking machine unused units credit cards sales vouchers and VAT purchase invoices €31,743.
2. Money (other than Money described in 1 above) in the Premises
 - (a) contained in locked safe(s) €1,270
 - (b) not contained in locked safe(s) between the hours of 11.00pm and 7.00am €635
3. Any other loss of Money €1,270
4. Personal Money and Credit Cards as per Policy Schedule
5. Money for which the Insured is responsible whilst in vending machines €500
6. Financial loss resulting from the unauthorised use of bank cash cards debit cards charge cheque and or credit cards anywhere in the world up to 60 days in any one period of insurance with the exception of
 - (a) losses not reported to the issuing organisation within 24 hours of discovery of the loss

Special Condition

It is a condition precedent to liability that all the keys and records of combination numbers of the safe(s) be

- (a) kept on the person of the Insured or an adult authorised by the Insured to hold them
 - (b) kept in a room in which the Insured or an adult authorised by the Insured to hold them is physically present at all times whilst the said keys are therein
- OR
- (c) removed from the Premises

Definition

Money

Current coin bank notes currency notes cheques travellers cheques bankers drafts bills of exchange money orders postal orders current postage stamps stamp franking machine unused units revenue stamps Social Welfare stamps Income Tax stamps stamped or impressed Social Welfare cards National Savings stamps and certificates premium bonds holiday with pay stamps Luncheon Vouchers trading stamps consumer redemption vouchers gift tokens credit card sales vouchers VAT purchase invoices securities for money authenticated travellers tickets machine tokens and telephone charge cards

Exceptions

Money

This section does not cover

1. loss due to fraud or dishonesty of any employee of the Insured unless that loss is discovered within seven days of its occurrence
2. shortage due to errors or omissions in receipts payments or accountancy
3. loss where property or services are obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable or irrecoverable for any reason
4. interruption of the Business or any other consequential loss
5. Money belonging to or the responsibility of guests or customers
6. The first €65 of each and every loss

Assault

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

- (a) Bodily injury by violent external and visible means resulting solely and directly in
 - (i) Death or loss of use of limbs or sight or permanent total disablement occurring within twelve months of the injury then the Company will pay €12,697.
 - (ii) Temporary disablement totally preventing him from attending to his business, then the Company will pay €127 per week for the period of total disablement up to a maximum period of 104 weeks from the date of the accident. The Company will not be liable under both (a) and (b) for a claim in respect of any one person arising from one incident, nor will they be liable to pay a claim in respect of any person not between the ages of 15 and 70 years.
- (b) Loss, destruction or damage to clothing and personal effects, the Insurers will pay the amount of the destruction of damage up to an amount not exceeding €500 in respect of any one person at any one time.
- (c) Medical Expenses not exceeding €317 in respect of any person and any one loss.

This extension is otherwise subject to the terms, conditions and exclusions of the policy.

Claim Settlement

1. Buildings

Provided the damage is covered under the Policy the Company will settle the claim subject to the maximum amount payable

- (i) Where
 - (a) the damaged parts of the Building can be repaired or replaced and
 - (b) the Premises is in good state of repair and
 - (c) the Sum Insured is not less than the cost of rebuilding the Buildings inclusive of Fees Removal of Debris and Local Authority Requirements

the Company will either

- (a) replace or
- (b) reinstate or
- (c) pay the full reasonable cost of repair to the Buildings

Where it is agreed to pay the Company reserves the right to withhold final payment until all works are complete final invoice submitted and final inspection completed by the Company

- (ii) If the damage parts of the Building cannot be economically repaired or replaced the Insurer will pay the reduction solely due to the damage in the market value of the Buildings prior to the damage
- (iii) If the Sum Insured is less than the cost of rebuilding

the Buildings or the Buildings are not in good state of repair the Company will make a deduction from the settlement for wear tear and depreciation and/or betterment Where it is agreed to pay the Insured the Insurer reserves the right to withhold final payment until all works are complete final invoice submitted and final inspection completed by the Company

(iv) Underinsurance Clause

If at the time of the damage the Sum Insured is less than the full rebuilding cost the Company will pay only for the proportion of the damage the Sum Insured bears to such cost

Maintenance

This Policy does not provide cover for the cost of gradual deterioration It is not a maintenance contract It is a condition of the Policy that the property is kept in good order and reasonable steps are taken by the Insured to avoid loss or damage

2. Contents

Following insured damage the Company will settle the claim subject to

- (i) Where the damage can be economically repaired the Company will either arrange or authorise repair
- (ii) Where the damaged or lost item can be replaced with an item of similar quality the Company will either arrange or authorise replacement If an exact replacement is not available the Insurer will either arrange or authorise replacement with an item of similar quality Where the replacement or repair of any item results in an increase in the value of that item the Insurer may make a deduction in respect of Betterment
- (iii) Where the Company is unable to economically repair or replace the item with an item of similar quality the Insured will make a cash payment equal to an agreed replacement value
- (iv) The Company will make a deduction for wear tear and depreciation in respect of the following items
 - Clothing furs household linen and fabrics
 - Television audio video personal computer recording equipment and ancillary material including CDs tapes records and software
 - Floor coverings
- (v) Underinsurance Clause

If at the time of the loss or damage the Sum Insured is less than the cost of replacing all the Contents as new less an allowance for wear and tear on items included in (iv) above the Company will pay only for the proportion of the loss or damage which the Sum Insured bears to such cost

- 3. Claims for documents manuscripts and business books will be settled on the basis of the value of the materials as stationary together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained in them
- 4. Claims for computer systems records will be settled up

to the limit shown on the basis of the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained in them

5. All other claims will be settled on the basis of indemnity and will be subject to adjustment for wear and tear

Section B – Business Interruption

Cover

The Company will indemnify the Insured in respect of

1. (a) loss of Income
- (b) additional expenditure

resulting from

- (i) loss destruction or damage
 - (a) insured by Section A
 - (b) to property in the vicinity of the Premises preventing or hindering the use of or access to the Premises and caused by any of the events itemised under paragraph 1 of cover in Section A
- (ii) (a) any occurrence of a Notifiable Disease at the Premises or attributable to food or drink supplied from the Premises
 - (b) any discovery of an organism at the Premises likely to result in the occurrence of a Notifiable Disease
 - (c) any occurrence of a Notifiable Disease within a radius of 25 miles of the Premises
- (iii) the discovery of vermin or pests at the Premises which causes restrictions on the use of the Premises on the order or advice of the local authority
- (iv) any accident causing defects in the drains or other sanitary arrangements at the Premises which causes restrictions on the use of the Premises on the order or advice of the Local authority
- (v) any occurrence of murder or suicide at the Premises occurring during the Period of Insurance and the amount payable as indemnity shall be
 - (a) the shortfall between the Income received during the Indemnity Period and the Income which would have been received but for the loss destruction or damage
 - (b) the additional expenditure necessarily and reasonably incurred to avoid such a shortfall but only to the extent of the shortfall thereby avoided

less any sum saved during the Indemnity Period on business expenses or charges which cease or reduce as a result of the loss destruction damage or event

If during the Indemnity Period the Insured or others acting on the Insured's behalf sells goods or performs services away from the Premises for the benefit of the Business any money paid or payable for such sales or services shall be taken into account in arriving at the Income during the Indemnity Period

2. The reasonable charges payable by the Insured to their professional accountants for producing any particulars in the Insured's books of account or other business books or

documents or any other information required by the Insurer under the terms of General Condition 4(d) and for reporting that such particulars are in accordance with the Insured's books of account or other business books or documents

Limits

The amount payable in any on Period of Insurance shall not exceed the Sum Insured stated under Section B in the Schedule

To the extent that the Insured is accountable to the tax authorities for value added tax all terms in this section shall be exclusive of such tax

Definitions

Income

The money paid or payable to the Insured for goods sold and delivered (less the net purchase price of such good) and for services rendered in the course of the Business at the Premises

Notifiable disease

illness sustained by any person resulting from

- (a) food or drink poisoning
- OR
- (b) any human infectious or human contagious disease (excluding Acquired Immune Deficiency Syndrome (AIDS) or an AIDS related condition) an outbreak of which the local authority has stipulated shall be notified to them

Indemnity period

- (a) in respect of 1(i) of cover

The period beginning with the occurrence of the loss destruction damage or event and lasting no longer than twelve months thereafter during which the results of the Business shall be affected as a result of the loss destruction damage or event

- (b) in respect of 1 (ii)(iii)(iv)and(v) of cover

The period beginning with the occurrence of discovery of the incident or the date from which the restrictions on the Premises are applied and lasting no longer than three months thereafter during which the results of the Business shall be affected as a result of the incident or restriction

Section B – Business Interruption (continued)

Exceptions

This Section does not cover

1. loss resulting from explosion (whether caused by fire or otherwise) of plant (other than boilers or economisers on the premises) designed to operate under steam pressure and belonging to or under the control of the Insured (but this exception shall not apply to damage by fire resulting from explosion)
2. any loss arising under Cover 1 (i)(a) unless a payment is made or liability admitted under Section A
3. any loss arising under Cover 1 (i)(b) unless a payment is made or liability is admitted under material damage insurance covering the Insured's interest in the Building (as defined in Section A)
4. in respect of 1 (ii)(iii)(iv) and (v) of Cover
 - (i) any costs incurred in the cleaning repair replacement recall or checking of Building or Contents (as defined in Section 1)
 - (ii) any loss arising from Premises which have not been directly subject to an incident referred to in 1 (ii)(iii)(iv) or (v) of Cover
5. in respect of 1 (i) of Cover loss resulting from pollution or contamination except loss resulting from pollution or contamination at the Premises caused by loss destruction or damage as defined in paragraph 1 (i)
6. loss attribute solely to changes in the water table level

Section C – Liability to others

1. The Company will indemnify the Insured in respect of all sums, which the Insured becomes legally liable to pay as damages in respect of

- (a) bodily injury (including death or disease) to any person except bodily injury sustained by an Employee arising out of the in the course of the Employees employment or engagement by the Insured
- (b) loss or damage to property except property described in paragraph (c) below

occurring within the Geographical Limits during the Period of Insurance

- (c) loss of or damage to property belonging to or the responsibility of guests and customers of the Insured occurring in on or about the Premises during the Period of Insurance
- (d) bodily injury (including death or disease sustained by an Employee arising out of and in the course of the Employees employment or engagement by the Insured and caused within the Geographical Limits during the Period of Insurance

The Company will also pay Legal Costs and Solicitors Fees

Limits

(not applicable to Cover 1 (d) above)

The liability of the Company for all damages payable shall not exceed

1. (a) €650 per person) In respect of loss of or
) damage to Valuables
) Personal Effects and
) Money (as defined
(b) €3,174 in the) in sections A
aggregate in any one) Extension 1 respectively
period of Insurance
2. €35,000 in respect of loss of or damage to any motor vehicle (including contents) belonging to or the responsibility of overnight guests whilst in Guest House car park provided subject to €70,000 in the aggregate in any one period of insurance
3. €6,500,000
- (a) in the aggregate in respect of all bodily injury loss of or damage to property happening in any one Period of Insurance and caused by the Products
- (b) in respect of one occurrence or series of occurrences consequent on one original cause in respect of all other bodily injury loss or damage
4. €13,000,000

Claims by employees for bodily injury.

Special Conditions

The following conditions are conditions precedent to the Company under Cover 1(c) above

1. The Insured shall maintain in proper working order a lock on every bedroom door and shall provide each guest or customer occupying a room with a key to the lock on the door of that room
2. The Insured shall immediately deposit valuables entrusted to him/her for safe custody by guests or customers in a locked safe and shall give a receipt of each person depositing such Valuables which receipt shall be the Insured in exchange for such Valuables when they are returned to the depositor
3. All the keys and records of combination numbers of the safe(s) shall be
 - (a) kept on the person of the Insured or an adult authorised by the Insured to hold them
 - (b) kept in a room in which the Insured or an adult authorised by the Insured to hold them is physically present at all times whilst the said keys are therein or
 - (c) removed from the Premises
4. If a charge is made for cloakroom and/or vehicle parking facilities a suitably worded notice disclaiming liability for all loss or damage howsoever caused shall be conspicuously displayed at the reception point of such facilities and each cloakroom shall be attended by an authorised person at all times when property is deposited or left therein

Definition

Employee

1. Any person under a contract of service or apprenticeship with
 - (a) the Insured
 - (b) any other party and who is borrowed by hired to the Insured
2. Any self-employed person working for the Insured

Geographical Limits

Any where in the world provided the action for damages is brought in the courts of law of the Republic of Ireland

Legal costs

The legal costs and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the Company

Section C - Liability to others

Solicitors fees

The solicitors fees incurred with the written consent of the Insurer for representation of the Insured at

1. any coroners inquest or fatal inquiry arising from any death
2. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in bodily injury or loss of or damage to property

which may be the subject of a claim under this Section

Products

All products pertaining to the Business sold or supplied from the Premises in connection with the Business and including containers parts components accessories and materials of such products

Property repairs

The indemnity as expressed in this Policy shall also apply in respect of the repair or renovation of the Insured's own property and/or property for which the Insured acts as agent or factor but excluding any work of structural alterations, construction or reconstruction

Outside catering

The indemnity provided by Employers and Public Liability Sections is extended to include outside catering

Exception

This Section does not cover liability

1. arising from
 - (a) the pursuit by the Insured of any trade business profession or employment other than the business described in the Schedule (which for the purposes of this Section shall not include manual work away from the Premises other than the collection or delivery of products)
 - (b) bodily injury to the Insured
 - (c) the occupation of any land or building other than the Premises or any temporary residence
 - (d) the ownership of any land or building other than the Building defined in and Insured by Section A
 - (e) any lift primarily made or intended for the conveyance of passengers and owned by the Insured or for the maintenance of which the Insured is responsible
 - (f) loss of or damage to property belonging to or in the custody or control of the Insured or any Employee other than
 - (i) property referred to in Cover 1 (c) above
 - (ii) personal effects of directors visitors or Employees
 - (g) bodily injury loss or damage deliberately caused by or on the instructions of the Insured or an Employee whilst engaged in supervisory duties unless caused by the wilful misconduct of such Employee

- (h) the ownership possession movement or use by or on behalf of the Insured of any
 - (i) aircraft or watercraft
 - (ii) mechanically propelled vehicle (excluding lawn mowers) or the loading or unloading thereof or the bringing to or taking away of a load from such vehicle within the limits if any carriageway or thoroughfare
 - (iii) firearm or sporting gun
- (i) bodily injury loss or damage arising directly or indirectly from
 - (i) Products sold or supplied by the Insured on terms less favourable to the Insured than the ordinary process of law governing their sale or supply
 - (ii) Products obtained by the Insured on terms which prevent him/her exercising his/her rights of recovery under the ordinary process of law against his/her supplier or any other party

This Exception shall not apply to liability that would have attached in the absence of such terms

2. (a) in respect of loss of or damage to the Products
 - (b) to make any refund of the payment received for the Products
 - (c) for the cost of repair alteration or replacement of the products
3. for loss or damage by stealing or any attempt thereat in which any member of the Insured's family or any Employee of the Insured is concerned as principal or accessory
4. arising from or in connection with
 - (a) Bodily injury death disease or illness or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
 - (b) For accidental loss of or damage to property arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials
 - (c) For the costs of management 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

Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos

Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust

Section D – Personal Accident Extension

If an Insured Person sustains accidental bodily injury during the Operative Time which results within two years, solely and independently of any cause results in Death, Loss of Limb, Loss of Eye, Permanent Total Disablement or Temporary Total Disablement, the Company will pay the Insured the amount appropriate to the Benefit shown in the Schedule

Insured Person: -The Insured or any Director, partner or employee of the Insured over 16 and under 70 years of age.

Operative Time: - Whilst an Insured Person is carrying out his/her occupational duties for the Insured.

Schedule of benefits

1. Accidental death;	€12,697
2. Loss of one or more limbs and / or loss of sight in one or both eyes;	€12,697
3. Permanent Total Disablement;	€12,697
4. Temporary Total Disablement	€63 per week

Definitions

Loss of Limb

In the case of a leg:

- (a) loss by permanent physical severance at or above the ankle; or
- (b) permanent and total loss of use of a complete foot or leg.

In the case of an arm

- (a) loss by permanent physical severance of the four fingers at or above the meta carpo- phalangeal joints (where the fingers join the palm of the hand); or
- (b) permanent and total loss of use of a complete arm or hand.

Loss of Eye

Permanent and total loss of sight, which means:

- (a) in both eyes if the Insured Person's name is added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- (b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellan Scale (seeing at 3 feet what the Insured Person should see at 60 feet)

Permanent Total Disablement

Disablement which totally prevents an Insured Person from working in or attending to any and every occupation and which in all probability continue for the remainder of his/her natural life.

Temporary Total Disablement

Disablement which totally prevents an Insured Person from carrying out all parts of his/her usual occupation.

Provisions

1. If an Insured Person disappears and after a suitable period of time it is reasonable to believe that he has died as a result of accidental bodily injury the Benefit will be paid providing the Insured signs an agreement that if this is later found to be wrong, any amount paid will be refunded to the Company.
2. Death, loss of limb, loss of eye, permanent total disablement or temporary total disablement resulting from exposure to the elements will be considered to have been caused by accidental bodily injury.
3. No benefit will be payable in respect of any one accident under more than one Items 1-3 on the Schedule or under Item 4 for more than 104 weeks

Exclusions

1. The Company will not pay for any claim which is the result of bodily injury, death, loss of limb, loss of eye, permanent total disablement or temporary total disablement caused by:
 - (a) intentional self-injury or
 - (b) suicide or attempted suicide or
 - (c) flying as a pilot or
 - (d) war or civil war (whether declared or not) while an Insured Person in the Republic of Ireland.
2. The Company will not pay any Benefit where bodily injury or death, loss of limb, loss of eye, permanent total disablement or temporary total disablement is the result of or is contributed to by:
 - (a) sickness or disease (not resulting from accidental bodily injury) or
 - (b) any naturally occurring condition or degenerative process or
 - (c) any gradually operating cause
3. The Company will not pay any benefit to an Insured Person after the expiry of the period of insurance during which that Insured Person reaches age 65 years

Fatal accident benefit

The accidental death of the Insured and/or partner of the Insured permanently residing with the Insured as a result of :

- (i) Fire, Lightning, Explosion
- (ii) assault by thieves in the Buildings or on the street
- (iii) travelling in a train bus licensed taxi hackney or airplane where death occurs within three calendar months of when the injuries occurred

Subject to a limit of €5000

General Exceptions

(Applicable to all Sections except as expressly stated)

This Policy does not cover

1. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
2. loss destruction damage or liability directly or indirectly occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or confiscation destruction or requisition by order of the Government or any Public Authority
 3. loss destruction or damage directly or indirectly occasioned by pressure waves caused by Aircraft or other aerial devices travelling at sonic or supersonic speeds
 4. loss destruction or damage directly or indirectly occasioned by or happening through riot or civil commotion in Northern Ireland

General Exceptions 3 and 4 do not apply to Section C

Biological or Chemical contamination Exclusion

5. It is agreed that regardless of any contributory causes this Policy does not cover any loss damage cost expense or legal liability directly or indirectly arising out of Biological or Chemical contamination due to any Act of Terrorism

Act of Terrorism means an Act including but not limited to the use of force or violence and/or the treat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or Government 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

Biological or Chemical contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the Company or Insurers allege(s) that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be upon the Insured

Electronic Risk Exclusion

6. (a) This Policy does not cover any Damage to Data or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the insured's business consequent upon damage to data

For the purpose of this exclusion Damage to Data shall include but not be limited to:

- (i) Loss destruction or corruption of Data whether in whole or in part
 - (ii) Unauthorised appropriation use access to or modification of Data
 - (iii) Unauthorised transmission of Data to any third parties
 - (iv) Damage arising out of any operator error in respect of Data
- (b) This Policy does not cover any Damage to the property insured or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the insured's business consequent upon damage to the property insured arising directly or indirectly from or caused directly or indirectly by
 - (i) (a) The transmission or impact of any Virus
 - (b) Unauthorised access to a System
 - (c) Interruption or interference with electronic means of communication used in the conduct of the insured's business including but not limited to any diminution in the performance of any website or electronic means of communication
 - (d) Failure of a System

In each case other than damage to the property insured caused by any of the covers insured provided that such damage does not arise by reason of any malicious act or omission

or

- (ii) Any of the matters described in paragraph (a) above

For the purposes of this exclusion

- (a) Damage means loss or destruction or damage to the property insured and any loss or destruction of or damage to data
- (b) Data means information represented or stored electronically including but not limited to code or series or instruction operating systems software programs and firmware
- (c) Failure of a System means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the insured to

operate at any time as desired as specified or as required in the circumstances of the insured's business activities

- (d) System includes computers other computing and electronic equipment linked to computer hardware electronic data processing equipment microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
- (e) Microchip means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers
- (f) Virus means a programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a system transmitted between systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or cdroms or otherwise and whether involving self replication or not

War and Terrorism Exclusion

7. This Policy excludes loss damage cost expense or legal liability or 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 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)
Act of Terrorism means 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 action taken in controlling preventing suppressing or in any way relating to (1) and/or (2) and/or (3) above
If the Company or Insurers allege(s) that by reason of this exclusion any loss damage cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be upon the Insured
- In the event any portion of this wording is found to be invalid or unenforceable the remainder shall remain in full full force and effect

General Conditions

(Applicable to all Sections)

Reasonable Precautions

- 1 (a) The Insured shall take and cause to be taken all Reasonable Precautions
- (i) for the safety and security of the property insured
 - (ii) to prevent bodily injury and loss of or damage to the property of others
 - (iii) to prevent the sale or supply of products which are defective in any way
 - (iv) to comply with all statutory obligations and regulations imposed by any Authority

Reasonable Precautions shall mean

1. Water Damage
 - (i) Check that the washing machine and dishwasher connections and discharge pipes are in good order
 - (ii) Check that overflow pipes on water tanks and cisterns are of adequate size and have unobstructed discharge to a purposeful place and not onto floors (especially relevant to toilet cisterns)
 - (iii) Check bath and shower seals and grout to ensure that they are watertight and in good repair
 - (iv) Metal pipes may be liable to corrosion internally and externally Check that closed systems such as heating pipes are protected with anti corrosive additives
 - (v) Check that there are no signs of even minor leakage - repair dripping taps If any leaks are found they should be immediately repaired
 - (vi) Make sure that the location of the stop cock (stop valve) on the mains water supply is known and accessible to appropriate personnel Check that the stopcock is operational and ensure that there are sufficient subsidiary isolating valves provided with labels so that the correct valve can be shut down in an emergency
 - (vii) Make sure all pipes and tanks in the loft or attic (or anywhere else which may be vulnerable to freezing) are fully lagged Do not lag below the tank but to create a skirt around the tank down to the ceiling so that heat rising from the room below will be retained within the area under the tank thereby preventing the tank from freezing
2. Flat Roofs
 - (i) Flat roofs must be checked annually for signs of deterioration or damage and must be repaired or replaced as necessary
3. Cold Weather

In cold weather and particularly if the property is empty overnight

 - (i) Leave the heating on 24 hours a day at its usual temperature setting
 - (ii) Leave the loft / trap door open to allow warm air from other parts of the house to circulate in the loft and also open doors to all rooms which are not in use

General Conditions (continued) (Applicable to all Sections)

- (iii) Whenever the Insured is away from the home arrange for a friend or relative to visit every day so that if a pipe does burst it will be detected as soon as possible and the damage caused will be minimised
- 4. Electrical Installation
 - (i) The electrical installation must be inspected by a RECI or ECCSA registered contractor at intervals not exceeding 10 years
- 5. Security
 - (i) Fit 5 Lever Mortice Deadlocks (or equivalent) on the entrance door to the guesthouse and all other external doors
 - (ii) Patio doors should be protected by a Multi Point Locking mechanism or have key operated locks fitted top and bottom
- 6. Safety
 - (i) Ensure all occupants are aware of the Fire Evacuation Plan including directions to the nearest Fire Exit Routes
 - (ii) Check all Fire and Smoke Detectors are operational
 - (iii) Ensure fire extinguisher and fire blanket are fitted in the kitchen in an accessible area know how to use them safely and arrange for them to be serviced at regular intervals
 - (iv) Check all internal and external lighting is fully operational
 - (v) Check that all floor surfaces are in good repair Where there is any potential for a trip or fall type incident corrective action should be taken

Duty of Disclosure

- 2. Unless already notified to the Insurer the Insured must advise of any changes in material facts and note that there is an ongoing Duty of Disclose throughout the lifetime of the Policy
Material information is any fact the Insurer would regard as likely to affect acceptance or assessment of the risk Failure to disclose all material information or disclosures or false information could result in the Policy becoming void or a claim not being paid or result in additional premium which RSA Insurance reserve the right to collect or terms and conditions of the Policy being amended
The Insurer reserves the right to decline any insurance or to change the premium and terms quoted

Claims procedure (insured duties)

- 3. (a) Any loss destruction damage bodily injury claim or proceedings must be notified as soon as reasonably possible to the Insurer in writing and a detailed statement of claim submitted within
 - (i) 7 days of the happening of loss destruction or damage by riot or civil commotion strikes locked-out workers or persons taking part in labour disturbances or malicious persons
 - (ii) 2 months of the expiry of the Indemnity Period in respect of a claim under Section B Loss of Income

- (iii) 2 months of the happening of any other loss destruction damage or bodily injury
- (b) if theft or damage by malicious persons is suspected immediate notice must be given to the Garda Síochana and all practical steps taken to recover property lost
- (c) Immediate action must be taken to minimise loss and avoid interruption or interference with the Business and to prevent further loss destruction damage or bodily injury
- (d) All particulars information and assistance as may be reasonably required by the Insurer must be supplied by the Insured at his/her own expense
- (e) No admission of liability or negotiation or settlement of any claim shall be made without the Insurers written consent

Claims procedure (Insurers rights)

- 4. (a) The Company shall be entitled to conduct in the Insured's name the defence or settlement of any claim or to prosecute for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (b) In connection with any one claim or number of claims under Section C (except in so far as it relates to bodily injury sustained by an Employee arising out of and in the course of the Employees employment or engagement by the Insured) occurring in any one Period of Insurance the Company may at any time pay to the Insured the amount of the limit of liability (after deduction of any sum or sums already paid as compensation) or any less amount for which such claim or claims can be settled and thereafter the Company shall be under no further liability under this Policy in connection with such claim or claims except for Legal Costs incurred prior to the date of such payment
- (c) The Insured shall allow the Company to enter the building where loss destruction or damage has occurred and to take and keep possession of or to deal with the property in any reasonable manner. No property may be abandoned to the Company
- (d) If the Company elects to repair reinstate or replace any property it shall only do so in a reasonable sufficient manner as circumstances permit and shall not be bound to spend more than the relevant Sum Insured.

Cancellation

- 5. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at the Insured's last known address in which event the Insured shall receive a pro-rata return of premium for the unexpired Period of Insurance.

Other Insurances

- 6. (a) If any loss destruction or damage insured under Section A is covered by any other insurance the Company shall pay only its rateable proportion of the loss destruction or damage

General Conditions (continued) (Applicable to all Sections)

- (b) If any loss destruction damage or liability insured under Section C is covered or would but for the existence of this Policy be covered by any other insurance the Insurer shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Policy be payable

If any change to your policy accepted by us would (but for this Condition) 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

Observance

7. The observance and fulfilment of the terms exceptions and conditions of and endorsements applying to this Policy insofar as they relate to anything to be undertaken or complied with by the Insured shall be a condition precedent to the right of the Insured to claim under this Policy

Fraud

13. If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured to obtain benefit under this Policy then all benefits under this Policy will be terminated
The Company may let the appropriate Law Enforcement authority know about the circumstances
The Company may declare the Policy void and will be entitled to recover from the Insured the amount of any claim the Company has already paid under the Policy

Security protections

8. It is warranted that all Security Protections in the herein mentioned premise under the Insured's control and existing at the inception date of this Policy/or subsequent alterations within the Policy year be kept in force and maintained throughout the currency of this Policy and such Protections be in full use out of business hours or whenever the Insured's portion of the business is left unattended.

It is also warranted that the premises has 5 lever mortice deadlocks on all external doors and these locks be used when the premises is left unattended. Patio doors must be protected by a Multi Point Locking mechanism or have key operated locks fitted top and bottom. Window locks on accessible windows must also be installed in all premises and be in force whenever the premises are left unattended

Arbitration

9. Any differences arising out of this policy shall be referred to Arbitration in accordance with statutory provisions then being in force and the making of an award shall be condition precedent to any right of action against the Insurer Any claim for which the Company disclaims liability and which has not within a year of such disclaimer been referred to Arbitration shall be deemed to have been abandoned and not recoverable thereafter

Payments

10. If so required by legislation all monies payable by the Company under this Policy will be paid in the Republic of Ireland

Interpretation

11. Any word or expression which is given a specific meaning in this Policy or Schedule shall bear such meaning wherever it may appear unless otherwise stated

Mid-Term Alterations - Minimum Premium

12. If any change to your policy accepted by us would (but for this Condition) 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

Willis

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