

**Eurobiz Insurance Policy**



**Gan Direct**  
INSURANCE

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GAN DIRECT INSURANCE LTD is delighted to have you as a Policyholder.

This is your GAN Direct Business Insurance Policy and has been prepared according to your instructions based on the information you have provided. Please read it carefully together with your schedule and keep it in a safe place.

Our commitment to You is that we will always be fair and reasonable whenever you have need of the protection of this policy and that we will act quickly to provide that protection. Should there ever be an occasion when you feel we have failed to honour our commitment, we will do everything possible to ensure that your complaint is dealt with quickly and fairly.

Should you have any complaint that you feel we have not executed to your satisfaction please write to the Head Office at: P.O. Box 51998, 3509 Limassol.

This policy is evidence of the contract between us GAN Direct Insurance Ltd and you our Policyholder.

We will provide insurance for those sections shown in the schedule during the period of insurance and in the terms and conditions set out in this policy.

The policy, the schedule and any endorsement should be read as one document.

The information given to us orally or otherwise and in the proposal confirmation and declaration forms the basis of this contract.

You must tell us of any change in the information as soon as is possible as failure to do so could affect the cover provided. Under European law, you and we may choose which law will apply to this contract. Republic of Cyprus law will apply unless both parties agree otherwise.

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

## MEANINGS OF WORDS

We know Insurance policies may be difficult to understand. Certain words in the policy and schedule have particular meanings wherever they appear. These words and their meanings are given below.

## DEFINITION OF WORDS

### 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 underinsurance

### Buildings

- Buildings being built mainly of brick, stone, concrete or other non-combustible materials including walls, gates and fences and including:
- Outbuildings within the boundaries of the premises
- All services to the Buildings for which the Insured is legally responsible
- Landlords Fixtures and Fittings in and on the Buildings for which the Insured is legally responsible
- Walls gates and fences
- Drains, sewers, piping, ducting, cables, and wires on the premises and extending to the public mains, but only to the extent of the Insured's responsibility

### Buildings exclude

- Glass and Signs

### Business

The trade or occupation described in the schedule carried on at the premises shown in the schedule

## Business Hours

Your business working hours

## Contents (excluding Own Computer Equipment and Stock)

- Office machines and other contents
- Patterns, models, moulds, plans and designs
- Documents, manuscripts and business books for an amount not exceeding €8,543 in any one loss
- Wines, spirits, cigarettes and tobacco held for entertainment purpose but for not more than €428
- Improvements, alterations, decorations, fittings and additions to leased buildings which have been made by you and for which you are not entitled to be reimbursed by the lessor in the event of loss or damage
- Contents in outbuildings for an amount not exceeding €854

## Contents Excludes:

- Money
- Glass and Signs
- Explosives
- Aircraft and/or watercraft of every kind and description
- Motor Vehicles
- Livestock
- Stock
- Own Computer Equipment

## Company/Us/We/Our/Insurers

GAN Direct Insurance Ltd

## Contract Price

In respect only of goods sold but not delivered for which the insured is responsible subject to a sale of contract which, following loss or

damage insured by this policy, is cancelled by reason of its conditions wholly or to the extent of the damage, the liability of us shall be based on the contract price

## Customers' Goods

The insured having intimated to their customers that they will accept responsibility for loss or damage to goods the property of such customers or for which the customer may be legally responsible whether manufactured by the insured or not upon which work is to be, is being or has been done on behalf of customers by the insured or which may be left in the insured's custody. All such customer goods shall be held to be insured by the item(s) on the schedule relating to stock

## Designation of Property

Where necessary the item heading under which any property is insured shall be determined by the designation under which such property appears in the insured's books

## Documents

Computer records, documents, manuscripts and business books

## Employee

Any person engaged under a contract of service or apprenticeship

## Endorsement

An agreed change in the terms of the policy

## Event

One incident or all incidents of a series consequent on, or attributable to, once source or original cause

## Excess

The first amount of each and every claim that shall be paid by you, after the application of any limits. The excess will be deducted after the application of any limits or terms imposed by this policy.

If you suffer loss or damage which leads to a claim under more than one section of the policy, or for more than one items of property: The highest excess is payable but only one excess is payable

#### **Expendable Items**

Items such as but not limited to batteries, valves, X-ray and picture tubes, belts, chains, tapes, cards, ribbons, filters, tubes, electric heating elements or electrical contacts or replacement of component parts worn through normal use or operation

#### **Geographical Limit**

Geographical Limit shall mean all countries within the European Union

#### **Indemnity Period**

The period beginning when the damage took place and ending when the business is no longer affected by the damage, or the period shown in the schedule, whichever is the sooner

#### **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

#### **Money**

Current coin, bank notes, cheques, stamps, vouchers, credit card and debit card sales vouchers, and negotiable instruments all pertaining to the business and belonging to or the responsibility of the Insured

#### **Negotiable Instruments**

A legal document that represents money and that can be legally transferred in title from one person to another

#### **Office Machines**

Typewriters, duplicators, photocopying machines, calculators, accounting machines, telephone installations, public address systems,

dictating equipment, postal and franking machines and similar office machinery belonging to the insured or for which the insured is responsible

#### **Own Computer Equipment**

As defined below and all being the property of the insured or for which they are responsible:

##### **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 over voltage protection devices lock down security devices gas flooding cylinders and pipework and computer room partitioning

##### **Computer System Records**

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

#### **Period of Insurance**

The duration of the policy for the period specified in the schedule, or any renewal period for which the appropriate premiums are paid in each case

**Policyholder/Insured/You**

The person or persons named in the schedule

**Premises**

The premises specified in the schedule

**Safe or Strongroom**

A container or structure which has been specifically designed for the safe storage of Money or valuables and is designed to protect the contents against fire and to resist unauthorized opening by hand-held or power operated tools

**Schedule**

The schedule attached to and forming part of the policy, or if the policy has been renewed the schedule issued at renewal for which the appropriate premiums are paid in each case

**Seasonal Increase Period**

20 days prior to and including Easter Sunday

10 days following Easter Sunday

1 December to 29 January the following year (inclusive)

**Stock**

- Stock and materials in trade, work in progress and finished goods.
- Customers' goods for which you are responsible prior to any destruction or damage

**GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THE POLICY**

- 1 This policy shall be voidable in the event of misrepresentation or non-disclosure in any material particular
- 2 Observance of the terms of this policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company

3 The Insured at their own expense shall

- A Take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this policy and to maintain all Buildings and Contents in sound condition
- B Exercise care in the selection and supervision of Employees
- C As soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken at the circumstances may require
- D Take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations

4 This policy shall be avoided if

- A The business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- B The Insured's interest cease otherwise by death or
- C You fail to tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. A material fact or circumstance is one which might affect our decision to provide insurance or the conditions to the insurance

5 This policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the insured except to a transferee approved by the Company

6 The Insured will comply with all statutory obligations, by-laws and regulations imposed by any public authority for the safety of persons or property

7 The Insured will obtain certificates of inspection for all equipment required by any statute or regulation to be so certified

8 Fire Extinguishing Appliances

In respect of Fire Extinguishing Appliances the insured will have

the said appliances serviced and maintained under an annual service contract with approved suppliers or as agreed by us.

Subject to observance of the above undertaking the policy shall not be invalidated as a result of any defect in any of the said appliances unknown to or beyond the control of the insured

#### 9 Contribution

If at the time of any loss, damage, liability or injury there is any other existing insurance, whether effected by you or by any other person or persons covering the same property, we will not be liable to pay or contribute more than our rateable proportion of such loss, damage or liability

#### 10 Cancellation

This policy may be cancelled by the Insured giving written instruction to the Company or

The Company sending 14 days written notice to the last known address of the Insured

Cancellation will be effective from the receipt of valid instruction from the Insured provided that where a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date of receipt of the Certificate(s) of Insurance to the Company or

The expiry of the 14 days written notice sent by the Company

The Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that period nor any incident occurred that might give rise to a claim

#### 11 Fire Break Doors and Shutters

The Insured will maintain all firebreak doors and shutters within their custody or control in efficient working order and to keep them free from obstruction at all times

#### 12 Due Dilligence

You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair

#### 14 Voidance

This policy is voidable in the event of misrepresentation misdescription or non-disclosure in any material fact

#### 15 Stock Declaration

Any Sections under this Insurance policy whereby cover is provided for stock the following conditions apply:

The premium in respect thereof is provisional being 75% of the premium on the sum insured thereby and will on the expiry of each Period Of Insurance be adjusted subject to:

The value of the stock at the premises will be declared in writing to us by the insured on the last working day of each calendar month or quarter as agreed and if a declaration is not so provided by the insured this will be deemed by the insured to have declared the maximum Sum Insured as the value

On the expiry of each Period of Insurance the actual premium and tax will be calculated at the rate per cent per annum applicable on the average amount declared i.e. the total of the sums declared divided by the number of declarations

If the actual premium be greater than the provisional first premium (or in the case of the second and subsequent periods of insurance the provision annual premium) paid for the period the insured will pay the difference. If it be less the difference will be repaid to the insured but such repayment will not exceed one-third of the first or annual premium

## CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS POLICY

- 1 If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this policy or if any loss destruction or damage be occasioned by the willful act or with the involvement of the Insured all benefit under this policy shall be forfeited
- 2 On the discovery of any circumstance or event which may give rise to a claim under this policy the Insured shall
  - A Notify the Company by telephone, in person or in writing as soon as is possible but no later than 14 days
  - B Give immediate notice to the Police Authority in respect of loss destruction or damage caused by malicious persons or thieves if insured by this policy
  - C Carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimize or check any interruption of or interference with the Business or to avoid or diminish the loss
  - D As soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 3 Provide us with all the information and documentation which we request. This may include such items, but not limited to, business books, documents, proof, information, explanation and other evidence as may reasonably be required. This may also include documentation produced by the Insured's professional accountants or auditors who are regularly acting as such
- 4 If the company elects or becomes bound to reinstate or replace any Buildings and/or Contents the Insured shall at their own expense produce and give to the Company all such plans documents books and information as the Company may reasonably

require. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not be bound to expend in respect of any one of the items insured more than the sum insured as stated in the schedule

### 5 Rights and Responsibilities

- A We may enter any building where the loss or damage has occurred. No item(s) to be disposed of until we have had the opportunity to inspect or we have provided written consent for the item(s) to be disposed of
- B Following settlement of any claim any salvage becomes the property of the Company. No salvage may be abandoned to us
- C The Insured must not admit, reject or negotiate on any claim without our written consent
- D We may take over and conduct in the name of the Insured (but at our expense and for our own benefit) to recover from others compensation in respect of anything covered by this policy
- E The Insured must provide all the help and information we may need to settle or defend any claim or to start legal proceedings

### 6 Contribution

When a loss paid under this policy is also recoverable under another policy and we have paid more than our rateable share, we reserve the right to seek contribution from other insurer or insurers

- 7 You must pay the amount of any excess shown in the schedule for each claim you may make. Payment of your excess may be requested when you initiate your claim or may be deducted from our payment to you

### 8 Applicable to Liability Insurance

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company immediately on

receipt. The Insured shall also give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this policy

- 9 All loss or damage to property occurring during any one period of seventy-two consecutive hours during this period, directly caused by an earthquake shock or volcanic eruption, shall be deemed to have been caused by a single event and therefore will constitute as one loss for the purposes of this policy. The Insured shall select the time from which any such period shall commence but no two such periods shall overlap

### GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

#### We will not pay for:

- 1 Loss or damage or any consequential loss resulting directly or indirectly from Terrorism. For the purpose of this exclusion Terrorism shall mean any 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 organization or government and/or to put the public or any section of the public in fear  
In any action suit or other proceedings where the Company alleges that by reason of this exclusion any loss or damage or consequential loss is not covered by this policy (or is covered only up to a specified amount of liability) the burden of proving that such loss or damage is covered (or is covered beyond the limit of liability) shall be upon the Insured
- 2 Loss or damage of or to any property whatsoever or any loss or expense whatsoever resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - A Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- B The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- C War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, nationalization confiscation requisition seizure or destruction by the government or any public authority
- D Pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds

#### 3 Computer System Records

Computer system records unless at the time of the damage a back-up copy is maintained either at a location other than the premises or alternatively a back-up copy is kept in a fireproof safe or cabinet on the premises

#### 4 Matching Of Items

We will not pay for the cost of replacing or repairing and undamaged part(s) of any item(s) covered by this policy, which forms part of a pair, set, suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part

#### 5 Fines or Penalties

The cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

#### 6 Consequential Loss or Damage

Direct or indirect consequential loss or damage of any kind or description except where specifically included

#### 7 Change in Water table Level

Loss, damage or destruction attributable solely to the change in the water table level

## 8 Date Recognition/Discontinuity

Loss, damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not and whether occurring before or after the Year 2000 to:

(a) correctly recognize any date as its true calendar date

or

(b) correctly to recognize capture save retain restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of

(i) treating any date otherwise than as its true calendar date or

(ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability to correctly capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date

or

(c) otherwise to function correctly

## 9 PROFESSIONAL INDEMNITY

We will not provide indemnity under the Legal and Products Liability Section of this policy in respect of errors, omissions or neglects in any:

A advice given by You or on Your behalf

B plan, survey report, certificate or any similar document

C design, formula, instruction, specification

D computer program

prepared by You or on Your behalf

## 10 VAT

VAT where you are accountable to the tax authorities for Value Added Tax. All terms in this insurance shall be exclusive of such tax.

## SECTION ONE - BUILDINGS

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of your policy covers loss of or damage to your Buildings from Insured Events 1 – 10 as defined below

**We will pay for loss of or damage to the buildings caused by:**

### 1 FIRE

We will not pay for:

By explosion resulting from fire

To property caused by it's undergoing any process involving the application of heat

The first €171 of each and every claim

### 2 EXPLOSION

We will not pay for:

Caused by the bursting of any boiler economizer or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only

To any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude damage caused by explosion of

- any boiler

- gas

used for domestic purposes only

The first €171 of each and every claim

### 3 LIGHTNING

**We will not pay for:**

The first €171 of each and every claim

### 4 EARTHQUAKE

**We will not pay for:**

Damage caused by fire

The first 2% of the total buildings sum insured for each and every claim for properties constructed more than 20 years ago

The first 1.5% of the total buildings sum insured for each and every claim For properties constructed more than 10 years ago but not more than 20 years ago

The first 1% of the total buildings sum insured for each and every claim for properties constructed less than 10 years ago

### 5 RIOT, CIVIL COMMOTION, LABOUR DISTURBANCES OR MALICIOUS PERSONS

**We will not pay for:**

Damage caused by the stoppage or hindrance of work as a result of any industrial dispute

Damage whilst the property is unoccupied for more than 30 consecutive days

Damage in the course of theft or attempted theft

Damage whilst the property is lent, let or sub-let UNLESS such damage is consequent upon forcible and violent entry

The first €171 of each and every claim

### 6 STORM OR FLOOD

**We will not pay for:**

Damage attributable solely to the change in the water table level

Damage caused by frost, subsidence, ground heave or landslip

Damage to fences, gates and moveable property in the open

The first €171 of each and every claim

### 7 ESCAPE OF WATER FROM ANY TANK, APPARATUS OR PIPE

**We will not pay for:**

Water discharged or leaking from an automatic sprinkler installation

Damage whilst the property is unoccupied for more than 30 consecutive days

The first €170 of each and every claim

### 8 IMPACT BY ANY ROAD VEHICLE INCLUDING ANY FORKLIFT TRUCK OR OTHER INDUSTRIAL VEHICLE, ANIMAL OR A FALLING TREE OR PART OF A TREE

**We will not pay for:**

Damage caused by any animal kept at the premises

Damage caused by you or any person acting with your consent felling or lopping a tree

The first €170 of each and every claim

### 9 ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION

**We will not pay for:**

Damage whilst the property is unoccupied for more than 30 consecutive days

Damage by heat caused by fire

More than €4,271 in any one period of insurance  
The first €170 of each and every claim

## 10 SUBSIDENCE, GROUND HEAVE OR LANDSLIP

### **We will not pay for:**

The settlement or movement of made up ground or by coastal or river erosion

Damage as a result of the construction, demolition, structural alteration or structural repair

Normal settlement or bedding down of new structures

Damage commencing prior to the granting of cover under this Insurance

The first €1,708 of each and every claim

## **SECTION ONE – ADDITIONAL BENEFITS**

If we agree to pay a claim under Section One we will also pay for any reasonable costs necessarily incurred by you for:

### **A FIRE EXTINGUISHMENT COSTS**

The following reasonable costs necessarily incurred by you in extinguishing a fire either at your premises, immediately adjacent to your premises, or threatening to involve your property:

- wages for your employees
- replenishment of your fire fighting appliances

### **We will not pay for:**

More than €341 in any one period of Insurance

### **B COST OF TRACING SOURCE OF WATER DAMAGE**

The reasonable costs necessarily incurred in locating the source of water damage if the damage is caused by water bursting or

leaking from pipes, water mains, tanks or drains

### **We will not pay for:**

More than €4,271 in any one period of Insurance

Damage to the mains, tanks or source unless damaged by an Insured event

### **E LOSS OF RENT**

If the building is made uninhabitable by damage from any cause insured by this section, we will pay up to 15% of the sum insured on buildings for loss of rent, until the building is repaired.

### **We will not pay for:**

Any amount in excess of 15% of the buildings sum insured in any one period of Insurance

### **C ARCHITECTS AND SURVEYORS FEES**

Any reasonable architects, surveyors, consulting engineers, legal or any other fees for estimates, plans, specifications, tenders and supervision necessarily incurred with our written consent in rebuilding or repairing the building

### **We will not pay for:**

Any amount in excess of 15% of the Buildings Sum Insured in any one period of Insurance

Costs, fees or any other expenses for preparing any claim under this policy

### **D REMOVAL OF DEBRIS**

The reasonable costs incurred for the removal of debris incurred with our consent in the repair or reinstatement of the buildings following damage recoverable under this section

### **We will not pay for:**

Costs incurred without our consent

Any amount in excess of 15% of the buildings sum insured in any one period of Insurance

Any amount if the repair or reinstatement of the building is not completed without delay

## SECTION TWO – CONTENTS

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of your policy covers loss or damage to your Contents, Stock and Own Computer Equipment from Insured Events 1 – 10 as defined below

We will pay for loss or damage to the contents caused by:

### 1 FIRE

#### **We will not pay for:**

By explosion resulting from fire

To property caused by it's undergoing any process involving the application of heat

The first €170 of each and every claim

### 2 EXPLOSION

#### **We will not pay for:**

Caused by the bursting of any boiler economizer or other vessel machine or apparatus belonging to or under the control of the Insured in which internal pressure is due to steam only

To any vessel machine or apparatus or its contents resulting from the explosion thereof but this shall not exclude damage caused by explosion of

- any boiler
- gas

used for domestic purposes only

The first €170 of each and every claim

### 3 LIGHTNING

#### **We will not pay for:**

The first €170 of each and every claim

### 4 EARTHQUAKE

#### **We will not pay for:**

Damage caused by fire

The first 2% of the total buildings sum insured for each and every claim for properties constructed more than 20 years ago

The first 1.5% of the total buildings sum insured for each and every claim

For properties constructed more than 10 years ago but not more than 20 years ago

The first 1% of the total buildings sum insured for each and every claim for properties constructed less than 10 years ago

### 5 RIOT, CIVIL COMMOTION, LABOUR DISTURBANCES OR MALICIOUS PERSONS

#### **We will not pay for:**

Damage caused by the stoppage or hindrance of work as a result of any industrial dispute

Damage whilst the property is unoccupied for more than 30 consecutive days

Damage in the course of theft or attempted theft

Damage whilst the property is lent, let or sub-let UNLESS such damage is consequent upon forcible and violent entry

The first €170 of each and every claim

## 6 STORM OR FLOOD

### We will not pay for:

Damage attributable solely to the change in the water table level  
Damage caused by frost, subsidence, ground heave or landslip  
Damage to fences, gates and moveable property in the open  
The first €170 of each and every claim

## 7 ESCAPE OF WATER FROM ANY TANK, APPARATUS OR PIPE

### We will not pay for:

Water discharged or leaking from an automatic sprinkler installation  
Damage whilst the property is unoccupied for more than 30 consecutive days  
The first 100.00 of each and every claim

## 8 IMPACT BY ANY ROAD VEHICLE INCLUDING ANY FORKLIFT TRUCK OR OTHER INDUSTRIAL VEHICLE, ANIMAL OR A FALLING TREE OR PART OF A TREE

### We will not pay for:

Damage caused by any animal kept at the premises  
Damage caused by you or any person acting with your consent felling or lopping a tree  
The first €170 of each and every claim

## 9 ACCIDENTAL ESCAPE OF WATER FROM ANY AUTOMATIC SPRINKLER INSTALLATION

### We will not pay for:

Damage whilst the property is unoccupied for more than 30 consecutive days  
Damage by heat caused by fire

Any amount in excess of €4,272 in any one period of insurance  
The first €170 of each and every claim

## 10 SUBSIDENCE, GROUND HEAVE OR LANDSLIP

### We will not pay for:

The settlement or movement of made up ground or by coastal or river erosion  
Damage as a result of the construction, demolition, structural alteration or structural repair  
Normal settlement or bedding down of new structures  
Damage commencing prior to the granting of cover under this Insurance  
The first €1,708 of each and every claim

## SECTION TWO – ADDITIONAL BENEFITS

If we agree to pay a claim under Section Two we will also pay for any reasonable costs necessarily incurred by you for:

### A FIRE EXTINGUISHMENT COSTS

The following reasonable costs necessarily incurred by you in extinguishing a fire either at your premises, immediately adjacent to your premises, or threatening to involve your property:

- wages for your employees
- replenishment of your fire fighting appliances

### We will not pay for:

More than €342 in any one period of Insurance

### B REWRITING OF RECORDS

The cost of rewriting or reproducing necessary written or printed documents, business records, plans and designs limited to an

amount equal to 5% of the Contents sum insured or €8,544, whichever is the lesser

### C PERSONAL EFFECTS BELONGING TO YOU AND ANY PERMANENT EMPLOYEE(S)

Any damage covered by Insured events 1 to 10 to the personal effects of you or any employee

We will not pay for:

More than 5% of the Business Contents sum insured or 5,000 in any one period of Insurance whichever is the lesser

We will not pay for:

If the damage is excluded by any of the Insured events 1 – 10

More than €427 for any one person

More than €8,544 in any one period of Insurance

If any person is entitled to indemnity under any other policy of Insurance effected by that person

Any jewellery, furs or money

The first €170 of each and every claim

### BASIS OF CLAIMS SETTLEMENT FOR SECTION ONE BUILDINGS AND/OR SECTION TWO CONTENTS (EXCLUDING STOCK AND OWN COMPUTER EQUIPMENT)

If we agree to pay a claim for loss of or damage to your Buildings and/or Contents (excluding stock and own computer equipment) we will pay, at our option, the costs incurred to rebuild, replace or repair your Buildings and/or Contents (excluding stock and own computer equipment) so that it is returned as far as is possible to its condition and extent when new.

We will only pay these costs if you:

- Start rebuilding, replacing or repairing without unreasonable delay. If unreasonable delays occur we will not pay more than

what it would have cost to replace, repair or rebuild as at the date of loss or damage and

- You have maintained your Buildings and/or Contents (excluding stock and computer equipment) in a good state of repair. If you have not, we will deduct an amount for depreciation before we pay any costs of rebuilding, replacing or repairing. Any depreciation we apply is based on the age and condition of your Buildings and/or Contents (excluding stock and own computer equipment)

### ADDITIONAL EXPENSES

If we agree to pay a claim for loss of or damage to Buildings and the Sum Insured has not been exhausted then we will also pay the following additional expenses up to the insured amount:

### COST OF COMPLYING WITH STATUTORY REQUIREMENTS

We will also pay up to 15% of the extra cost of repair of any Buildings necessarily incurred to comply with the requirements of any statute or regulation of any statutory authority. We will not pay for these additional costs if you had been required to comply with any requirements prior to the loss or damage occurring.

If the cost of repair of the Building is less 50% of the cost that would be incurred if your building had to be replaced, the amount we will pay for extra costs to comply with a statutory notice will be limited to the costs of complying in respect of the damaged part of the Building only

### LIMITS TO WHAT WE PAY

The most we will pay is the Insured amount shown in the schedule for your Buildings and/or Contents (excluding stock and own computer equipment) and subject to any applicable limits and/or excess

### UNDERINSURANCE

In the event of a claim if the Insured amount 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 underinsurance

### BASIS OF CLAIMS SETTLEMENT FOR STOCK UNDER SECTION TWO CONTENTS

If we agree to pay a claim for loss of or damage to your stock we will pay the costs necessary to repair or replace the stock destroyed or damaged to a condition substantially the same as, but not better or more extensive than its condition at the time the damage occurred taking into account depreciation, wear, tear, deterioration and whether the stock is obsolete. In respect only of goods sold but not delivered for which the Insured is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any loss or damage insured under this policy either wholly or to the extent of the loss or damage the Company's liability shall be based on the Contract Price

### LIMITS TO WHAT WE PAY

The most we will pay is the Insured amount shown in the schedule for stock, but during the seasonal increase period (20 days prior to and including Easter Sunday,

10 days following Easter Sunday and 1 December to 29 January the following year inclusive) the sum insured for stock is automatically increased by 10%.

The above also being subject to any applicable limits and/or excess

### UNDERINSURANCE

In the event of a claim if the Insured amount 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 underinsurance

### BASIS OF CLAIMS SETTLEMENT FOR OWN COMPUTER EQUIPMENT UNDER SECTION TWO CONTENTS

- If we agree to pay a claim for loss or damage to your own computer equipment we will pay the cost of reinstatement where the computer equipment is destroyed or damaged beyond economic repair or replacement by new computer equipment of equal performance and/or capacity or if such replacement not possible replacement of computer equipment having the nearest higher performance and/or capacity to the computer equipment subject of the claim.
- Where the computer equipment 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

If we agree to pay a claim for loss or damage to computer system records we will pay:

- The value of the materials as stationary
- The clerical labour and computer time expended in reproducing such computer system records

### LIMITS TO WHAT WE PAY

The most we will pay for Own Computer Equipment is the amount shown in the schedule

### UNDERINSURANCE

In the event of a claim if the Insured amount 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 underinsurance

### **SECTION THREE – BREAKDOWN OF COMPUTERS and GENERAL ELECTRONIC EQUIPMENT**

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section covers loss or damage occurring at your premises to Computers and/or General Electronic Equipment which requires repair or replacement before it can continue operating normally.

#### **SPECIAL MEANING OF WORDS FOR THIS SECTION:**

##### **Loss or Damage**

Means sudden and unforeseen physical loss or damage to the insured item which occurs during the period of insurance and requires immediate repair or replacement to allow continuation of use caused by malicious or accidental damage, vibration, power surge, low voltage, mechanical, electrical and electronic breakdown

##### **Software**

Means the collection of programs which cause a computer to perform a desired operation or series of operations

##### **Electronic Data**

Means the information stored on the Electronic Data Media

##### **Electronic Data Media**

Means the discs or tapes used in the computer to store the information

##### **We will not pay for:**

The cost of repair or replacement of expendable items

Loss or damage caused by any crack, fracture, blister, lamination, flaw or grooving which has not penetrated completely through the entire thickness of the material of the machinery

The cost of carrying out of normal maintenance, adjustments, inspection, repair, alteration, modification or overhaul

Loss or damage which you knew or reasonably should have known to be defective before the loss or damage occurred

Loss of use or consequential loss of any kind

Loss or damage caused by a deliberate act, neglect or omission on your part

Loss or damage caused directly or indirectly from fire, smoke or soot, extinguishing of a fire or subsequent demolition, explosion, lightning, earthquake, riot, civil commotion, labour disturbance or malicious persons, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle animal or a falling tree or part of a tree, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslide

The costs incurred in repairing wear and tear or gradual deterioration including:

- Wear and tear due to normal operation
- Wearing or wasting away of material caused by normal operation or resulting from atmospheric conditions, rust, erosion or oxidation
- Damage to a safety or protective device caused by its own operation
- The chipping or scratching of polished surfaces
- Slowly developing deformation or distortion

Loss or damage for which the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement

The cost of alterations, improvements or overhauls unless it is required for the repair or replacement

Loss or damage whatsoever to Laptops

Loss or damage to Software, Electronic Date and Electronic Data Media

Loss or damage caused by software viruses or other disruptive programming

The first €427 of each and every claim

### **BASIS OF CLAIMS SETTLEMENT FOR SECTION THREE, BREAKDOWN OF COMPUTERS AND GENERAL ELECTRONIC EQUIPMENT**

If we agree to pay a claim for breakdown of computers and general electronic equipment we will at our option repair, rebuild or replace any damaged item or pay for the cost of repairing, rebuilding or replacing.

If it is necessary to replace parts that are unavailable, we will not pay more than the estimated cost of similar parts currently available. If similar parts are unavailable, we will not pay more than the manufacturers, or suppliers latest list price.

### **DEPRECIATION APPLIED FOR REPLACEMENT OF COMPUTERS**

If we decide to replace a computer rather than repair it, we will apply depreciation based on the age of the computer. We will apply depreciation at the rate of 10% per annum for each year from the date of manufacture.

### **LIMITS TO WHAT WE PAY**

The most we will pay for Computers and General Electronic Equipment is the insured amount as shown in the schedule

### **EXCESS**

You must pay the first €427 of each and every claim

### **SECTION THREE (A) RESTORATION OF COMPUTER DATA**

This section of your policy covers the rewriting of your computer records following a breakdown of the computer which we have agreed to pay a claim under Section Three

#### **We will pay for:**

The cost of restoring data stored on Electronic Data Media lost or distorted as a direct result of breakdown to the computer for which we have accepted a claim under section three.

#### **We will not pay for:**

Loss or distortion due to defects in the media

Any consequential loss whatsoever

Restoration of data other than that required after the most recent functional back-up

The cost of restoration of data more than 5 working days before the breakdown took place

The cost of restoration of data caused by a computer virus

Any costs or expenses incurred after six months following the insured damage within the period of insurance

Any loss or damage due to wear and tear or gradual deterioration

Any amount in excess of €855

### **BASIS OF CLAIMS SETTLEMENT FOR SECTION THREE (A) RESTORATION OF DATA**

If we agree to pay a claim, we will pay the costs incurred in restoring lost or distorted data by reproduction of data to a condition equivalent to that existing prior to the loss or damage and necessary to allow the operation of the insured item to continue in the normal manner

### **LIMITS TO WHAT WE PAY**

We will not pay more €855 in any one period of Insurance

### **SUPPLEMENTARY CONDITION TO THIS SECTION**

It is a condition precedent to indemnity under this section (section 3 A) that you must have duplicate copies of update file media stored off site at alternative premises

## SECTION FOUR - GLASS AND SIGNS

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of the policy covers loss of or damage to glass windows, signs and Accidental Damage to Sanitary Fixtures at your premises

### We will pay for:

- A. Accidental Breakage of Fixed Glass by Fracture Extending through its Entire Thickness
- B. Accidental Damage to Fixed Neon and Illuminated Signs and Electric Light Fixtures
- C. Accidental Damage to Fixed Sanitary Fixtures
- D. Damage by impact of falling glass to
  - the framework and fittings of the ground floor frontage
  - goods on display in windows

### We will not pay for:

Breakage or Damage:

Consequent upon alterations to the framework or position of any glass or to neon and illuminated signs and electric light fittings or to sanitary fixtures

Consequent upon settlement or expansion or contraction of frames or fittings in buildings under construction and during a period of six months after the date of completion of the buildings

Whilst the premises are unoccupied for more than 30 consecutive days

Existing prior to the commencement of this Insurance and not subsequently replaced

In respect of neon and/or illuminated signs and electric light fittings occasioned by or traceable to wear and tear or gradual deterioration mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft

Of bulbs or tubes unless consequent upon damage to signs or fittings

For glass not fit for the purpose intended

For the first €427 of each and every claim

Caused by artificial heat

## SECTION FOUR – ADDITIONAL BENEFITS

**IF WE AGREE TO PAY A CLAIM UNDER SECTION FOUR GLASS AND SIGNS WE WILL ALSO PAY FOR ANY REASONABLE COSTS NECESSARILY INCURRED BY YOU FOR:**

### A Temporary Boarding Up

The cost of temporary shuttering, boarding up or securing your property exposed pending replacement of the glass

#### We will not pay for:

More than €1,709 in any one period of Insurance

### B Replacing Signwriting or Burglar Alarm Tape

The cost of replacing any signwriting, ornamentation or burglar alarm tape, wiring, security film or sensors on the glass

#### We will not pay for:

More than €1,709 in any one period of Insurance

## BASIS OF CLAIMS SETTLEMENT FOR GLASS AND SIGNS

If we agree to pay a claim for loss or damage to glass and signs we will pay the cost of repairing or replacing the damaged glass or sign. The value of the glass or signs will be taken as the purchase price of the glass or signs with similar manufacture and quality.

## LIMITS TO WHAT WE PAY

The most we will pay in respect of loss of or damage to glass and signs is €8,544 (excluding any additional benefits under section four) in any one period of insurance

The most we will pay for all additional benefits under section four is €3,418 during any one period of insurance

### EXCESS

You must pay the first €427 of each and every claim under Section Four

### SECTION FIVE – THEFT

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE.

This section of your policy covers the loss of your contents and/or stock and/or Your own computer equipment from theft, attempted theft, armed hold up, or an Actual/threatened assault

#### We will pay for:

Loss or damage of your contents and/or stock and/or own computer equipment as shown in your schedule at your premises caused by:

- 1 Theft following actual forcible and violent entry to or exit from that part of the building occupied by the Insured at the premises
- 2 Theft following assault or violence or threat to you or your employees or any other person lawfully at the premises

#### We will not pay for under 1 and/or 2:

Damage which does not involve entry or exit from that part of the building occupied by the Insured for the

purpose of the Business by forcible and violent means

Damage which does not involve actual or threatened assault or violence or use of force at the Premises against the Insured or any employee of the Insured or any other person lawfully on the premises

Any part of the building not occupied by the Insured for the purpose of the Business

Any property in the open or from any outbuilding

Any property in transit

Any money and/or securities of any description

Damage whilst the property is unoccupied for more than 30 consecutive days

Theft by any persons, including employees while lawfully at the premises

The first €427 of each and every claim

If we agree to pay a claim under Section Five Theft, we will also pay for any reasonable costs necessarily incurred by you for:

#### A Security Film

The cost of developing the film of any security cameras

#### We will not pay for:

Any amount in excess of €427

Any cost incurred unless requested by us

#### B Temporary Boarding Up

The cost of temporary shuttering, boarding up or securing your buildings exposed pending replacement of the glass (whether or not the Buildings are insured under this policy)

#### We will not pay for:

More than €8,544 in any one period of Insurance

#### C Rewriting of Documents

Any reasonable labour costs necessarily incurred in reproducing or making good the damaged documents

#### We will not pay for:

More than €8,544 in any one period of Insurance

The value of the information on or in such documents

#### D Repairing Damage to the Buildings

The cost of repairing damage to the buildings (whether or not the Buildings are insured under this policy) if the insured is responsible

for the repairs and the damage is not otherwise insured

**We will not pay for:**

More than €855 in any one period of insurance

**E Personal Effects of you and any Permanent Employee(s) at your premises covered by Insured events 1 and 2 of this section**

**We will not pay for:**

Any loss excluded by any of the Insured events 1 and 2 of this section

More than €428 for any one person

More than €8,544 in any one period of Insurance

If any person is entitled to indemnity under any other policy of Insurance

The first €170 of each and every claim

**F Replacement Locks**

The costs necessarily incurred in replacing locks or recoding to securing external doors and windows of the Buildings of the premises insured consequent upon theft of keys from such premises or residence of an authorized keyholder

**We will not pay for:**

More than €855 in any one period of Insurance

**G CCTV and Alarm System Equipment**

The costs necessarily incurred in repair or replacement to any closed circuit television and alarm system equipment externally fixed to the premises the property of the insured or which they are responsible

**We will not pay for:**

More than €1,708 in any one period of insurance

**BASIS OF CLAIMS SETTLEMENT FOR SECTION FIVE, THEFT**

**What we pay for contents following theft**

If we agree to pay a claim for theft we will pay at our option, for loss of or damage to contents the costs incurred to repair or replace your contents so that it is returned as far as is possible to its condition and extent when new.

**What we pay for stock following theft**

If we agree to pay a claim for theft we will pay for loss of or damage to your stock. We will pay the costs necessary to repair or replace the stock lost to a condition substantially the same, but not better or more extensive than its condition at the time the loss occurred. We shall take into account depreciation, wear, tear, deterioration and whether the stock is obsolete.

**What we pay for own computer equipment following theft**

If we agree to pay a claim for theft we will pay at our option, for loss of or damage to your own computer equipment the costs incurred to repair or replace your own computer equipment so that it is returned as far as is possible to its condition and extent when new

**What we pay for Rewriting of Documents**

If we agree to pay a claim for theft we will pay:

The value of the materials as stationary

For the clerical labour and computer time expended in reproducing such computer records or writing up such documents

The costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded

**Limits to what we pay**

The most we will pay for contents is the amount shown in the schedule

The most we will pay for stock is the amount shown in the schedule  
The most we will pay for own computer equipment is the amount shown in the schedule

#### **Excess**

You must pay the first €427 of each and every claim under Section Five, Theft

#### **Underinsurance**

In the event of a claim if the Insured amount is less than 85% of the value of the contents and/or Stock and/or computer equipment we will only pay for a proportion of your claim based upon the following formula:

CLAIM AMOUNT (MULTIPLIED BY) THE SUM INSURED DIVIDED BY 85% OF VALUE OF THE BUILDING AND/OR CONTENTS AT THE TIME OF LOSS OR DAMAGE

#### **SECTION SIX – MONEY**

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of your policy covers the loss of or damage to your Business money as a direct result of theft, armed hold up, or fire.

#### **We will pay for:**

- 1 Up to €1,709 for Loss of or damage to Money in the Buildings of the Premises during business hours
- 2 Up to €1,709 for Loss of or damage to Money in Transit in your custody or in the custody of persons authorized by you while it is:
  - (a) in transit to or from the premises
  - (b) in a night safe until removed by a bank employee, or
  - (c) withdrawn for wages and salaries, but before it has been paid to employees

- 3 Up to €1,709 for Loss of or damage to Money in the Buildings of the Premises, which is in a locked safe or strongroom outside business hours
- 4 Up to €1,709 for Loss of or damage to Money in a Private Residence whilst it is in your private residence or of a person authorized by you

#### **We will not pay for:**

Any amount in excess of the limit shown in the schedule in any one period of Insurance

Loss of or damage to Money which is not kept in a locked safe or strongroom in the Buildings of the Premises outside business hours

Wages and Salaries on the day after they have been withdrawn from the bank

Loss from a safe or strongroom opened by a key or by use of a combination, either of which had been left on the premises outside business hours

Loss from any unattended vehicle

Loss of or damage to Money carried by Professional Money Carriers, Professional Carriers, Common Carriers

Loss or damage to Money caused by your fraud or dishonesty or that of any employee, family member, director or partner

Wages and Salaries once they have been paid to employees

Loss due to the use of counterfeit Money

Loss not discovered within 5 working days of the occurrence

Loss of interest or consequential loss of any kind

The first 250.00 of each and every claim

Any loss or theft not reported to the Police within 24 hours of discovery

Theft which does not involve forcible and or violent entry or exit from the Buildings unless due to armed hold up  
More than €1,709 in any one period of Insurance

#### **BASIS OF CLAIMS SETTLEMENT FOR SECTION SIX, MONEY**

If we agree to pay a claim for loss of or damage to money we will pay the amount of money lost or damaged. The most we will pay is €1,709 in any one period of Insurance.

The average of up to twelve (12) months previous deposits/withdrawals will be taken into account in the event of a claim under this section.

#### **EXCESS**

You must pay the first €427 of each and every claim

#### **SECTION SEVEN - SPECIFIED AND UNSPECIFIED ITEMS**

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of your policy covers Specified and/or Unspecified items that you usually carry around with you in the course of your business anywhere within the European Union. Specified items are those items which are listed in the schedule. Unspecified items are portable or valuable items that you usually carry around with you for use in the course of your business including but not limited to tools of trade and office equipment and limited to €855 for any one item.

Mobile phones, laptop computers, palm held computers and video cameras and any item with a value of more than €855 must always be specified.

#### **We will pay for:**

Loss of or damage to any Specified Item or Unspecified Item

#### **We will not pay for:**

Any item(s) used solely for Social and Domestic Use

Money, Jewellery, Gold, Silver, Gold and Silver-plated articles, Furs, Antiques, Paintings or Works of Art, Spectacles, contact, corneal or micro corneal lenses, firearms and weapons of any description

Theft from an unattended motor vehicle

Any loss or theft not reported to the Police within 24 hours of discovery

The first €170 of each and every claim

Any claims where the loss or damage occurred outside the European Union

Scratching, Denting, Chipping or any other aesthetic defects that does not affect the operation or function of the Specified Item or Unspecified Item

Loss of or damage to a Mobile Phone, Laptop Computer, Palm Held Computer or Video Camera unless it is a specified item

Loss of or damage to a tool of trade while it is being used

Loss or damage discovered more than 30 days after the occurrence of such loss or damage

Any amount in excess of €855 for Unspecified Items

#### **BASIS OF CLAIMS SETTLEMENT FOR SECTION SEVEN SPECIFIED AND UNSPECIFIED ITEMS**

If we agree to pay a claim we will pay the cost of repair or replacement of the specified

or unspecified item to a condition substantially the same as, but not better or more extensive

than its condition or specification when new.

Where a specified or unspecified item forms part of a set, we will only pay for the repair or replacement of the item that is lost or damaged. We will not pay to replace an entire set.

### LIMITS TO WHAT WE PAY FOR UNSPECIFIED ITEMS

The most we will pay for any one unspecified item is €855. The most we will pay for all claims for loss of or damage to unspecified items during the period of insurance is the insured amount shown in the schedule

### LIMITS TO WHAT WE PAY FOR SPECIFIED ITEMS

The most we will pay for a specified item is the insured amount shown in the schedule

### EXCESS

You must pay the first €170 for each and every claim

### SECTION EIGHT - BUSINESS INTERRUPTION

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE. YOU HAVE A CHOICE OF RENT OR ALTERNATIVE ACCOMMODATION AND/OR EMPLOYEE(S) SALARIES

This section of the policy provides cover if the Business at the Premises is interrupted as a result of damage by any of the perils insured to the property for which we have accepted a claim under Section One Buildings and/or Section Two Contents (unless specifically excluded). You have a choice in this section to select cover for Rent or Alternative Accommodation and/or Employee(s) Salaries in the event that any Registered Core Employee(s) is/are unable to perform their duties in whole until the Business can re-commence trading.

### SPECIAL MEANING OF WORDS FOR THIS SECTION:

#### Indemnity Period

The period during which the business is affected by the damage from the date of the damage until up to six months later or the premises are repaired/replaced to an adequate level to continue trading, whichever is the lesser

#### We will pay for:

- (1) The cost of Rent or Alternative Accommodation as a result of damage to your property caused by insured events 1 - 10 under section one or section two of this policy (unless specifically excluded).

#### We will not pay for under item (1)

- (1) Any claim unless the period of interruption has been in excess of three continuous days
- (2) The first €427 of each and every claim
- (3) Any period in excess of the Indemnity Period
- (4) More than €17,087 in any one period of Insurance

#### We will pay for:

- (2) The net salary cost of registered core employees as named in the schedule who are unable to perform their duties in whole as a result of damage to your property caused by insured events 1 - 10 under section one or section two of this policy (unless specifically excluded).

#### We will not pay for under item (2)

- (1) The first €170 of each and every claim for each employee
- (2) Any employee(s) salary that is sub-contracted to you
- (4) Any period in excess of the Indemnity Period
- (5) More than €17,087 in any one period of Insurance

If we agree to pay a claim under Section Eight, Business Interruption Rent or Alternative Accommodation we will also pay for any reasonable costs of:

#### We will pay for:

- (1) Interruption due to damage to the premises of an electricity, gas, water supplier or land based telecommunication installation. Damage caused by an Insured event which would be covered under the Property Section of this policy but which is Insured under another policy and for which the Insurers have

admitted liability, to:

- a) An electricity power station or sub-station or
- b) A gas works or
- c) A water or sewerage works or
- d) A land based telecommunications installation Which supplies your Business

**We will not pay for under item (1)**

- (1) The first 48 hours of any such interference or interruption which occurs after the loss or damage to the property by the electricity, gas, water or telecommunications supplier
- (2) The first €427 of each and every claim
- (3) Any period in excess of the Indemnity Period
- (4) Any amount in excess of €1,709 in any one period of Insurance

**We will pay for:**

- (2) Interruption due to Infectious Disease, Vermin or Pests or Defective Sanitary Arrangements, Food or Drink Poisoning, Murder or Suicide – the evacuation or closure of all or part of your premises by any legal authority as a result of:

The outbreak of a human infectious or contagious disease at the premises or within a 20-kilometer radius;

Vermin or pests or defects in the drains or other sanitary arrangements at the premises

Poisoning of customers directly caused by the consumption of food or drink provided on the premises

Murder or suicide occurring in or at the premises

**We will not pay for under item (2)**

- (1) Any amount in excess of €1,709 in any one period of Insurance
- (2) The first €427 of each and every claim
- (3) Any period in excess of the Indemnity Period

**We will pay for:**

- (3) Accountants Fees – the reasonable professional fees including those of an auditor or accountant incurred with our consent to produce or certify a claim under this section

**We will not pay for under item (3):**

More than €3,418 in any one period of Insurance

Any cost incurred unless requested by us

**BASIS OF CLAIMS SETTLEMENT FOR SECTION EIGHT, BUSINESS INTERRUPTION**

**Savings to the Business**

We will reduce the amount paid by the amount saved during the indemnity period for expenses of the business that cease or are reduced as a consequence of the loss or damage

**Alternative Trading**

We will take into account, any other trading that you carry out or which is carried out on your behalf, or for your benefit at any other premises

**LIMITS TO WHAT WE PAY**

For Rent and Alternative Accommodation the aggregate limit of liability in any one period of Insurance is €17,087

For Employee(s) salaries the aggregate limit of liability in any one period of Insurance is €17,087

Where both Rent and Alternative Accommodation and Employee(s) salaries are operative the aggregate limit of liability in any one period of Insurance is €34,173

For Interruption due to damage to the premises of an electricity, gas, water supplier or land based telecommunication installation the aggregate limit of liability in any one period of Insurance is €1,709

For Interruption due to Infectious Disease, Vermin, Pests, Defective Sanitary Arrangements, Food or Drink Poisoning, Murder or Suicide

– the evacuation or closure of all or part of your premises by any legal authority as a result of the outbreak of a human infectious or contagious disease at the premises or within a 20 KM radius the aggregate limit of liability in any one period of Insurance is €1,709

The most we will pay for Accountants Fees is €3,418 in any one period of Insurance

#### **How a claim affects your Insured Amount**

If we agree to pay a claim under this section, and you pay us any additional premium we require, then we shall reinstate the Insured amount to the same amount as specified in the schedule at the time of the loss or damage, unless you request otherwise

#### **SECTION NINE - FIDELITY INSURANCE**

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of the policy covers the theft of your property or money and/or fraudulent use of computer hardware or software programs or computer systems by employee dishonesty either acting alone or in collusion with any others.

#### **We will pay for:**

- 1 Direct Loss of Property or Money belonging to you or for which you are legally responsible caused by any act of Theft as a direct result of employee dishonesty if:
  - You are able to identify which employee(s) is responsible
  - The employee dishonesty happens during the Period of Insurance
  - The employee dishonesty is discovered within 12 months of occurrence

#### **We will not pay for:**

Any act of employee dishonesty committed by a person whom you knew to be dishonest

Loss of interest or consequential loss of any kind

Any loss not reported to the Police immediately upon discovery

Any loss whereby the Minimum Standards of Control Condition was not adhered to

Any loss resulting directly or indirectly from trading in securities or derivatives whether in your name and whether in a genuine or fictitious account

Any loss caused by an employee(s) that occurs after:

You became aware of an act of employee dishonesty by that employee(s)

The first €427 of each and every claim

Any claim in excess of €3,418 in any one period of insurance

If we agree to pay a claim under Section Nine Fidelity Insurance we will also pay for the additional benefit of:

#### **We will pay for:**

- (1) Accountants Costs for fees payable by you to external auditors if they are reasonably and necessarily incurred to substantiate the claim
- (2) The reasonable costs of rewriting or amending the software programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems by employee dishonesty

#### **We will not pay for:**

More than €427 in any one period of Insurance

Fees incurred without our written consent

#### **We will not pay for:**

More than €1,709 in any one period of Insurance

## MINIMUM STANDARDS OF CONTROL CONDITION FOR SECTION NINE FIDELITY INSURANCE

### Auditors

The accounts of the Insured including all subsidiary companies shall be examined by external auditors every twelve months

### Cash Receipts

Employees receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or the next banking day

### Reconciliation

Independently of Employees responsible bank statements receipts counterfoils and supporting documents are checked at least monthly against cashbook entries and the balance tested with cash and unrepresented cheques

### Cheque Signing

- (A) All manually prepared cheques or other bank instruments drawn for more than €17,087 shall require two manually applied signatures to be added after the amount has been inserted. No cheque or instrument shall be signed until one signatory has examined the supporting documentation
  - (B) In the case of computer or machine prepared cheques or other bank instruments the supporting documentation shall be examined and authorized before the requisition for the cheque or instrument is input. All such cheques or instruments drawn for an amount in excess of €17,087 shall require one manually applied signature added after the cheque or instrument is prepared
- The Insured's bankers shall be advised of the above requirement as to signatures

### Cash and Petty Cash

Cash in hand and petty cash shall be checked independently of Employees responsible at least monthly and additionally without warning every six months

### Payroll

In respect of Employees not paid by crossed cheque or credit transfer the cash of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct. At least quarterly and independently of persons responsible the payroll will be checked to minimize the possibility that fictitious names and enhanced payments have been included

### Stocktaking

There will be a physical check on all stock and materials held against verified stock records independent of Employees responsible at intervals of not more than six months

### Statements of Account

Statements of account for all amounts due will be issued at east monthly and direct to Customers independently of Employees receiving or collecting monies

Action by Management shall be taken if an account becomes three months overdue

### References Condition

The Insured shall obtain satisfactory references to confirm the honesty of each Employee who will be responsible for money goods accounts computer operations or computer programming engaged after commencement of this policy

Such references shall be obtained directly from former employers for the three years immediately preceding engagement and before the Employee is entrusted without supervision

References need not be obtained in respect of Employees who have satisfactorily and continuously served the Insured for at least one year in another capacity before being entrusted with the duties referred to above

In respect of Employees joining directly from school one character reference shall be obtained

### **BASIS OF CLAIMS SETTLEMENT FOR SECTION NINE, FIDELITY INSURANCE**

If we agree to pay a claim under item 1 of this section, we will pay the sum of money lost or The reasonable cost necessarily incurred with our consent to replace your contents

If we agree to pay a claim under item 2 of this section we will pay the reasonable costs of rewriting or amending the software programs or systems where such rewriting or amending is necessary to correct the programs or amend the security codes following the fraudulent use of computer hardware or software programs or computer systems

### **LIMITS TO WHAT WE PAY**

The most we will pay for any act or series of related acts of Employee Dishonesty is the insured amount shown in the schedule at the time the act was first committed.

The most we will pay for all claims for Employee Dishonesty during the period of insurance is the insured amount shown in the schedule

### **EXCESS**

You must pay the first €427 of each and every claim

### **SECTION TEN – GOODS IN TRANSIT**

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

This section of the policy covers loss of or damage to goods belong-

ing to you or for which you are legally responsible whilst in the normal course of transit by road vehicle owned or operated by you caused by the following Insured Events.

We will cover you up to the limits specified in the schedule

#### **We will pay for:**

Loss of or damage to the goods during transit, directly caused by any of the following Insured events:

- Fire
- Explosion
- Lightning
- Collision, overturning or jackknifing of the conveying vehicle
- Theft resulting from forcible and violent entry evidenced by visible damage to the securely locked portion of a vehicle containing your good

#### **We will not pay for:**

Delay, loss of market, consequential loss of any kind, depreciation or deterioration

Loss or damage caused by dismantling, erection, commissioning, testing or storage other than in the ordinary course of transit

Money, jewellery, watches, furs, antiques, paintings, works of art, precious metals or precious stones or articles composed of any of them  
Explosives, petroleum products in bulk or gas in bulk or other dangerous goods

Loss or damage from a soft top, open top, open sided or curtain sided

Loss or damage from a vehicle or trailer caused by theft or attempted theft

Cigarettes, tobacco, wines, spirits or other alcoholic beverages

Collision or contact by the conveying vehicle with the curb or uneven road surface

Livestock

Theft by or in collusion with any of your Employees

Electrical or mechanical derangement unless damage is visible to the exterior of the machine

Any amount in excess of the Sum Insured as stated in the schedule

The first 100.00 of any claim

### **BASIS OF CLAIMS SETTLEMENT FOR SECTION TEN, GOODS IN TRANSIT**

If we agree to pay a claim under section ten, Goods In Transit we will pay, at our option for goods up to five years old:

the cost of repairing or replacing the goods to a condition equal to but no better or more extensive than when new, or

in the case of purchase or sale, the purchase or sale price plus the cost of packing and transport or

in the case of movement of goods (inwards or outwards), stock transfers, and movement of goods other than for the reason of purchase or sale, we will pay the cost of repairing or the cost of replacing, or if replacement necessary and is not available the cost as near as is possible to the same make, model and specifications as is available

If we agree to pay a claim under section ten, Goods In Transit we will pay, at our option for goods more than five years old:

the cost of repairing or replacing the goods to a condition equal to but no better or more extensive than its condition immediately prior to the loss or damage or

in the case of movement of goods (inwards or outwards), stock transfers, and movement of goods other than for the reason of purchase or sale, we will pay the greater of the written down book value in your books of account or the current market value whichever is the lesser

### **LIMITS TO WHAT WE PAY**

The most we will pay for insured goods in any one transit is the insured amount as shown in the schedule

### **EXCESS**

You must pay the first €170 of each and every claim

### **SUPPLEMENTARY CONDITION TO THIS SECTION**

The insured shall exercise due care in the selection and supervision of employees, take all reasonable precautions for the safeguarding and protection of the goods and maintain in good order all vehicle operated and all locking and other protective devices.

### **SECTION ELEVEN – (11A) PUBLIC LIABILITY (11B) PRODUCTS LIABILITY**

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE.

This section of the policy covers you for your legal liability for personal injury to another person (other than employees) or damage to property owned or controlled by someone else, which happens during the period of insurance and which is caused by an occurrence in connection with the business.

You have a choice in this section. If you select Public Liability (11A) you can then choose Products Liability (11B) which provides cover for your legal liability for personal injury or damage to property caused by your products. If you select Products Liability this will be shown in the schedule

Legal Liability means that a court finds, or we accept, that you are legally responsible to pay damages and additional costs.

#### **We will pay for:**

##### **1 Public Liability**

We will pay to you or on your behalf all sums you become legally liable to pay by way of compensation in respect of personal injury or property damage happening during the period of Insurance and caused by an occurrence in connection with your business

## 2 Defence of Claims

- (A) We will defend in your name and on your behalf any claim or legal action against you seeking damages on account of personal injury or property damage, even if the action is groundless, false or fraudulent. We will investigate, negotiate and settle any claim or legal action as we see fit
- (B) Pay all expenses incurred by us, all costs taxed against you in any suit and all interest accruing after entry of judgment until we have paid tendered or deposited in court such part of the judgment and does not exceed the limit of our liability
- (C) Reimburse you for all reasonable expenses, other than loss of earnings, incurred in connection with the defence of a claim or legal action with our written consent

### We will not pay for:

#### 1 Defective Work

The cost of performing, completing, correcting or improving any defective work

#### 2 Professional Duty

Professional Duty either indirectly or directly due to a breach of a duty owed in a professional capacity (for example the provision of professional advice or services) including any treatment prescribed or administered by you

#### 3 Property In Custody or Control

Property damage to:

- A property owned by or leased or rented to you or
- B property in your physical or legal control  
But this exclusion does not apply to liability for property damage to
- C premises (including landlords fixtures and fittings) which are leased or rented to you

- D premises (or their contents) not owned, leased or rented by you but temporarily occupied by you for work therein
- E vehicles (not belonging to or used by you or on your behalf) in your physical or legal control where the property damage occurs while the vehicles are in a car park owned or operated by you, unless you own or operate the car park for reward
- F the property of an employee of yours or one of your subsidiary companies
- G property (excluding any vehicle which is registered or which is required under any legislation to be registered) in your physical or legal control for the purpose of repair, service, maintenance or alteration or which is on temporary hire or loan to you subject to a maximum indemnity for any one occurrence of €8,544

#### 4 Employers Liability

Personal injury to any employee arising directly or indirectly out of or in the course of their employment in your business

#### 5 Libel and Slander

Libel and slander either directly or indirectly due to the publication or statement of a libel or slander or defamation of character which is:

- A made prior to the commencement of the period of insurance or
- B made at your direction in the knowledge that it was false or
- C related to advertising, broadcasting or telecasting activities, or publication of newspapers, journals, books or periodicals, conducted by or on your behalf

#### 6 Vehicles

Personal injury or property damage arising out of the ownership, possession, operation, maintenance or use by you of any vehicle: Awhich is registered or which is required under any legislation to be registered or

Bin respect of which compulsory liability insurance or statutory indemnity is required by virtue of any legislation (whether or not that insurance is effected).

Exclusion 6A and 6B do not apply to:

Personal injury where:

- (i) that compulsory liability insurance or statutory indemnity does not provide indemnity and
  - (ii) the reason or reasons why that compulsory liability insurance or statutory indemnity does not provide indemnity do not involve a breach by you of legislation relating to vehicles
- C property damage arising out of and during the loading or unloading of goods to or from any vehicle
- D property damage caused by or arising from the operation or use of any vehicle which is designed primarily for lifting, lowering, loading, unloading, digging or drilling whilst being operated or used by you or on your behalf within the confines of your premises
- E property damage caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle (excluding whilst the vehicle is traveling, transporting or carrying goods) at any work site

## 7 Pollution

- A personal injury or property damage caused by or arising out of the discharge, dispersal, release or escape of contaminants or pollutants into or upon land, the atmosphere, or any water course or body of water
- B any costs or expenses incurred in preventing removing or cleaning up such contaminants or pollutants

## 8 Asbestos

Personal injury or property damage (including loss of use of property) directly or indirectly caused by or arising from:

- (a) the mining, processing, transportation, distribution and/or storage of asbestos
- (b) the manufacture of asbestos products or processing of materials containing asbestos
- (c) any process of decontamination, treatment, removal or control of asbestos. This exclusion 13 (c) applies only to those claims arising in consequence of inhalation of asbestos fibre or damage to or loss of use of property due to the presence of asbestos

## 9 Assault and Battery

Personal injury or property damage caused by or arising from assault and battery committed by you or at your direction unless reasonably necessary for the protection of persons or property

## 10 Child Molestation

Any costs whatsoever caused by or arising from the molestation of, the interference with, the mental abuse of or the physical abuse of minors or any mentally disabled person by:

- (a) you or
- (b) any employee or
- (c) any person performing any voluntary work or service for you or on your behalf

In addition we shall have no duty to defend any action, suit or proceedings brought against you either directly or indirectly seeking damages in respect of such molestation, interference, mental abuse or physical abuse

## 11 Territorial Limits

- A Claims made and actions instituted within the United States of America or Canada or any other territory coming within the jurisdiction of the courts of the United States of America or Canada
- B Claims and actions to which the laws of the United States of America or Canada apply

## 12 Faulty Workmanship

Property damage to that part of any property upon which you are or have been working where the property damage arises from your work or the cost of performing, correcting or improving any work undertaken by you

## 13 Fines or Penalties

- (a) fines or penalties
- (b) compensation ordered or awarded by a Court of Criminal Jurisdiction
- (c) aggravated exemplary or punitive damages awarded by any court outside the Republic of Cyprus

## 14 Failure of a System

No legal liability of whatsoever nature is caused directly or indirectly by or arises out of the Failure of a System. Definitions for the purpose of this exclusion:

- (A) Failure of a system means the failure or inability of a system (whether or not owned by the insured)
  - (1) Correctly to recognize or utilize any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar data as the data is intended to represent
  - (2) To operate as a result of any command programmed into the system utilizing any date (whether a date in the year 2000 or any other date)
- (B) System includes computers other computing and electronic and mechanical  
Equipment linked to a computer hardware software programs data electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation
- (C) Microchip includes integrated circuits and microcontrollers

## 15 Inefficiency of Computers, Computer Software and Computer Consulting

- (A) property damage to computer data, or any consequential loss resulting from such property damage, resulting from your use of any computer hardware and/or software
- (B) any claims based upon or arising from any act, error, or omission in the provision of computer services by you or on your behalf

## 16 Treatment or Dispensing

- (A) the treatment of humans or animals for any physical or mental deficiency, injury, illness or disease, or
- (B) the dispensing of drugs, medicines, pharmaceuticals, supplies or artificial aids

## 17 Excess

The first €427 of any claim

## 18 Limit

The aggregate limit of liability in respect of Public Liability shall not exceed €85,431 in any one period of insurance

In addition to the above Public Liability exclusions (1 – 17 inclusive) if Products Liability is shown as operative in the schedule exclusions 1 – 17 inclusive apply in addition to the following; we will also not pay for:

## 18 Product Defect

- A the failure of products or work performed by you or on your behalf to meet the level of performance, quality, fitness or durability warranted or represented by you
- B property damage to your products if the damage is attributed to any defect in them or to their harmful nature or unsuitability

## 19 Loss of Use

Loss of use of tangible property which has not been physically injured, or lost or destroyed resulting from:

- A a delay in or lack of performance by you or on your behalf of any agreement
- B the failure of your products to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by you. This exclusion does not apply to the loss of use of other tangible property resulting from the sudden and accidental physical damage to, loss or destruction of your products after they have been put to use by any person or organization other than by you or any of your employees

**20 Product Recall**

Claims arising out of or resulting from the withdrawal, inspection, repair, replacement or loss or use of your products or of any property of which they form a part, if such products or property are withdrawn from the market or from use because of any known or suspected defect or deficiency in them

**21 Aircraft, Aircraft Products and Watercraft**

Claims arising out of

- A the ownership, maintenance, operation or use by you of:
  - (i) any aircraft or
  - (ii) any watercraft exceeding 8 metres in length
- B your products that are aircraft component parts used for maintaining an aircraft in flight or moving upon the ground or used in the construction of an aircraft hull or machinery

**22 Contractual Liability**

Any obligation assumed by you under any agreement except to the extent that:

- (A) the liability would have been implied by law
- (B) the liability arises from a provision in a contract for lease of real or personal property other than a provision which obliges you to effect insurance or provide indemnity in respect of the subject matter of that contract

- (C) the liability is assumed by you under a warranty of fitness or quality as regards to your products

**23 Exports to the USA or Canada**

Claims in respect of personal injury and/or property damage caused by or arising out of your products knowingly exported by you or your agents or servants to the United States of America or Canada

**24 Defect in Design**

Any defective design or error in specification or formula in any of your products

**25 Public Liability**

Any claim covered under Public Liability

**25 Limit**

The aggregate limit of liability in respect of Products Liability shall not exceed €34,173 in any one period of insurance

**SECTION TWELVE – EMPLOYERS LIABILITY**

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE.

This section of the policy covers you if any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you, within or while working temporarily outside the Republic Of Cyprus, we will indemnify you against the sums you have to pay as compensation

**SPECIAL MEANING OF WORDS FOR THIS SECTION:**

**Bodily Injury**

Death or any bodily injury or disease

### **Defence Costs**

Costs incurred with our prior written agreement to investigate, settle or defend a claim against you

### **Employee**

Any person working for you in connection with your business who is:

- Employed by you under a contract of service or Apprenticeship
- Self-employed and working on a labour only basis under your control and supervision
- Engaged by labour only sub contractors
- Engaged under a work experience or training scheme

### **SUPPLEMENTARY CONDITIONS BY YOU FOR THIS SECTION**

#### **We will not make any payment under this section:**

- (1) Unless you notify us promptly of any claim or threatened claim against you
- (2) If, when dealing with your employee or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement

### **SUPPLEMENTARY CONDITION FOR THIS SECTION**

#### **Control of Defence**

We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim. If we believe it necessary we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your own solicitor but on a similar fee basis as our solicitor and only for work done with our prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

### **Compulsory Insurance**

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the Republic Of Cyprus. You must repay all payments we make which we would not have been liable to pay in the absence of such law

#### **We will pay for:**

Claims against you:

If any employee brings a claim against you for bodily injury caused to them during the period of insurance arising out of their work for you within, or while working temporarily outside the Republic of Cyprus we will indemnify you against the sums you have to pay as compensation.

The amount we pay will include defence costs but we will not pay costs for any part of a claim not covered by this section

#### **We will not pay for:**

Any claim or threatened claim against you unless you notify us promptly

Any claim where you admit to your employee or a third party, that you are liable for what happened or make any offer, deal or payment, unless you have our prior written agreement

Any claim of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

Any claim or loss directly or indirectly due to:

#### **Deliberate or Reckless Acts**

Any act, breach or omission you deliberately or recklessly commit, condone or ignore

#### **Offshore**

Any bodily injury caused to any of your employees while they are offshore. An employee is regarded as being offshore from the moment

they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform

#### **Road Traffic**

Any bodily injury to any employee while being carried in or upon, or entering or getting into, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from another source

#### **Claims outside the Republic of Cyprus**

Any claim brought against you in any court, or legal proceedings in any country outside the Republic of Cyprus.

This also applies to proceedings in any court within the Republic of Cyprus to enforce, or which are based on, a judgment or award from outside the Republic of Cyprus

#### **Limits to what we pay**

€85,431 for each employee

€3,417,203 for each event

€5,125,805 for the total period of insurance

### **SECTION THIRTEEN – PERSONAL ACCIDENT**

THIS SECTION OF THE INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE.

This section of the policy provides Personal Accident cover for named persons as shown in the schedule.

#### **SPECIAL MEANING OF WORDS FOR THIS SECTION:**

##### **Accidental Bodily Injury**

An identifiable physical injury (including illness solely and directly

resulting from the injury) which is caused by an accident occurring at an identifiable time and place during the operative time and which results in the Insured person's death or disablement within 24 calendar months of the date of the accident

##### **Aircraft Accumulation Limit**

The maximum amount we will pay in all under this and any other personal accident insurance issued by us in your name in respect of all insured persons in the same aircraft

##### **Annual Salary**

The total gross basic annual salary, excluding payments for overtime, commission or bonus, payable by you to the insured person at the date they sustain accidental bodily injury

##### **Inception**

Start date of the period of insurance as shown in the schedule

##### **Insured Person**

A person shown in the schedule

##### **Loss of Sight**

Permanent and total loss of sight in an eye

##### **Loss of Hearing**

Permanent and total loss of hearing

##### **Loss of Limb**

Loss by physical separation of an arm, hand, or leg at or above the wrist or at or above the ankle, or permanent and total loss of use of a complete arm, hand, foot or leg

##### **Loss of Speech**

Permanent and total loss of speech

### **Medical Expenses**

The cost of medical, surgical or other remedial attention or treatment given or prescribed by a suitably qualified medical practitioner and all hospital, nursing home and ambulance charges connected with a valid claim under this section

### **Operative Time**

The time during the period of insurance when the insured person is covered under this section as shown in the schedule

### **Permanent Total Disablement**

Disablement which totally prevents the insured person from working in their usual occupation, which lasts continuously for 12 calendar months and which at the end of that period is without prospect of improvement

### **Temporary Partial Disablement**

Disablement which prevents the insured person from carrying out a substantial part of their usual occupation

### **Temporary Total Disablement**

Disablement which totally prevents the insured person carrying out all parts of their usual occupation

### **We will pay for:**

We will pay you the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident. However, we will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits if:

- (a) The insured person suffers accidental bodily injury
- (b) The insured person incurs medical expenses in connection with the accidental bodily injury
- (c) Medical Expenses up to the amount shown in the schedule

For temporary disablement benefits we will pay:

- (A) when the total amount on termination of any one period of disablement has been agreed, or
- (B) at your request on completion of at least four weeks' disablement subject to satisfactory medical and other evidence that we may require

### **We will not pay for:**

Permanent total disablement until the disablement has lasted for 12 consecutive calendar months and at the end of that time is without prospect of improvement

Temporary disablement benefits for more than a total of 104 weeks in connection with one injury

TABLE OF BENEFITS

BENEFIT	ONE UNIT OF BENEFIT
1 Death	€8,544
2 Amputation or paralysis at or above the wrist or ankle of one or more hands or feet	€8,544
3 Total and irrecoverable loss of all sight in one or both eyes	€8,544
4 Permanent total disablement caused other than by loss of limb or sight which has lasted for at least twelve months and will in all probability entirely prevent the Insured Person from engaging in their usual occupation	€8,544
5 Temporary total disablement from engaging in usual occupation for a maximum of 104 weeks	€86 per week payable monthly
6 Medical Expenses	€427 per unit of benefit paid under Benefits 1-4 or 15% of the total amount paid under Benefit 5 subject to a maximum of €1,282

**We will not pay for:**

Any injury sustained while taking part in

- (A) the following winter sports: skiing, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition
- (B) the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, any dive for gain or reward, or any dive below 30 metres. Any other scuba diving activities are only covered if the insured person:
  - (1) holds a "Sports Diver" official certificate or the Professional Association of Diving Instructors "Open Water" certificate and follows the relevant Club or Association rules and guidelines at all times; or

- (2) dives under the constant supervision of a properly licensed diving school and follows their rules and instructions at all times
- (C) potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which the insured person would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury
- (D) Armed forces activities including operations, exercises or training
- (E) Flying as a pilot or any other aerial activities other than travel by air as a passenger

- (F) The insured person taking or using drugs or controlled substances (other than drugs prescribed by their doctor and used properly)
- (G) The insured person committing suicide or deliberately injuring himself or herself or putting himself or herself in unnecessary danger (unless trying to save a human life)
- (H) Any criminal act by the insured person
  - (I) Any injury directly or indirectly arising out of or contributed to by HIV (Human Immune Deficiency Syndrome), AIDS – related complex (ARC) or any related virus or illness, or any sexually-transmitted disease
- (J) Any illness resulting from pregnancy or any condition connected with pregnancy or childbirth
- (K) For temporary disablement benefits for more than a total of 104 weeks in connection with one injury
- (L) Any injury directly or indirectly caused by war or nuclear risks
- (M) In respect of Item 5 of the benefits when the period of disablement is less than seven days

#### **SUPPLEMENTARY CONDITIONS FOR THIS SECTION.**

- (A) We will not make any payment under this section unless the insured person sees a suitably qualified medical practitioner as soon as possible after suffering injury and follows any medical advice they are given.
- (B) If we consider it necessary, the insured person must allow a medical adviser chosen by us to examine them and see all medical records.
- (c) You must notify us as soon as possible of any accident which causes or may cause a claim to be made under this insurance. If disablement results or may result, the insured person must place themselves as early as possible under the care of a suitably qualified medical practitioner.

#### **BASIS OF CLAIMS SETTLEMENT FOR SECTION TWELVE, PERSONAL ACCIDENT**

If we agree to pay a claim under this section we will pay the appropriate benefit shown in the schedule, but we will not pay more than one of the benefits in respect of the same accident. However, we will pay for temporary disablement prior to making any payment under the death or permanent disablement benefits.

For permanent total disablement we will pay only when the disablement has lasted for 12 calendar months and at the end of that time is without prospect of improvement.

#### **THE FOLLOWING CONDITIONS ARE ONLY APPLICABLE IF REFERRED TO IN THE SCHEDULE OR ARE SUBSEQUENTLY ENDORSED TO YOUR POLICY**

##### **(1) ALARM CLAUSE**

It is a condition precedent to the liability of Insurers that:

- (a) The burglar alarm system shall have been put into full and effective operation whenever the premises specified in the schedule are left unattended
- (b) The burglar alarm system shall be maintained in good order throughout the period of Insurance under a maintenance contract with a company, which is declared in the proposal form

##### **(2) PHYSICAL SECURITY CLAUSE**

It is a condition precedent to the liability of Insurers that:

- (A) All external doors have fitted security locks
  - The definition of security locks is as follows:
    - a mortice deadlock with at least 5 levers or

- a lock conforming to European Standard (EN12209) or a higher specification
- (B) All other exit doors – by these, we mean all other single exit doors that can be used to leave the premises (e.g. back or side doors). These doors must be locked from the inside before leaving the premises via the final exit door. They must be fitted with either:
- key operated security bolts at the top and bottom or
  - a mortice deadlock with at least 5 levers or
  - a lock conforming to European Standard (EN12209) or a higher specification
- (C) Any French Doors must be fitted with key operated security bolts at the top and bottom
- (D) Any Sliding Patio Doors must have an anti-lift device to prevent the doors being lifted off their running track when closed and either:
- two key operated patio door locks on the inside of the doors at the top and bottom of the frame or
  - a key operated multiple point locking system with at least two locking points
- (E) Windows must be fitted with at least one key operated metal lock

### (3) NO SMOKING

It is a condition precedent to the liability of Insurers that no smoking be allowed in the working areas and that notices to this effect are clearly displayed at the premises

### (4) REMOVAL OF WASTE

It is a condition precedent to the liability of Insurers that all shavings and refuse be removed from the premises daily and that oily wastes be kept in a metal receptacle and removed from the premises daily

### (5) USE OF PALLETS

It is a condition precedent to the liability of Insurers that during the period of insurance all stocks of raw materials and finished goods are stored on pallets at least 15 centimeters off the floor

### (6) EARTHQUAKE CLAUSE

It is hereby agreed that this policy does not provide any loss or damage whatsoever in respect of Earthquake

### (7) FIRE EXTINGUISHERS APPLIANCES CLAUSE

It is a condition precedent to the liability of Insurers that the Insured shall install at the premises in prominent positions fire extinguisher appliances and shall always maintain such appliances in efficient working order

### (8) AUTOMATIC SPRINKLER AND FIRE ALARM INSTALLATIONS

- (1) It is a condition precedent to the liability of Insurers that in respect of automatic sprinkler and fire alarm installations at the premises the insured shall:
- (a) take all reasonable steps to prevent freezing of and other damage to the installations and in so far as it is the Insureds responsibility
    - (i) maintain the installations (including the automatic external alarm signal) in efficient and effective working order
    - (ii) maintain ready access to the water supply control facilities
  - (b) in the event that changes repairs or alterations to the installations are proposed notify us in writing and obtain our prior agreement in writing
  - (c) allow the company access to the premises at all reasonable times for the purpose of inspecting the installations

- (d) carry out routine tests as agreed by us and remedy promptly any defect revealed by a test
- (2) In the event that alterations or repairs become necessary to the automatic sprinkler installation the company may at its option suspend any cover which is granted against damage by the accidental escape of water from the installation until the alteration or repairs have been carried out and approved by the company

### (9) USE OF HEAT

You must ensure that under the Legal and Products Liability Section of this policy precautions are taken each time any:

- electric, oxy-acetylene or similar welding or cutting equipment
- cutting or grinding equipment using abrasive disks or wheels
- blow lamp, blow torch, hot air gun or hot air stripper
- asphalt, bitumen, tar or pitch heater is used away from premises which you own, hire or rent

#### Before starting work

1. Where you and any other person(s) for whom you are responsible are working at a site, a person responsible for fire safety must be appointed to ensure the following precautions are taken.
2. Fire safety checks to identify material that might be liable to catch fire must be carried out before work commences including the areas;
  - under floors or decks or above ceilings (including false or suspended ceilings)
  - behind walls, screens, bulkheads or partitions and such checks must be repeated regularly during the work and immediate steps taken to extinguish smouldering or flames detected.

3. Combustible materials within 10 metres of the point of application of heat, including, if there is a risk of ignition directly or by conduction, materials;
  - under floors or decks or above ceilings (including false or suspended ceilings)
  - behind walls, screens, bulkheads or partitions must be;
    - removed
    - or, if impracticable;
    - covered and protected by overlapping sheets or screens of non-combustible material
4. All gaps or holes through which sparks or flames could pass must be covered by non-combustible material.

#### While work is in progress

1. A sufficient number of portable fire extinguishers in full working order and suitable for dealing with the type of fire risk expected must be kept available at the point of application of heat and used immediately smoke, smouldering or flames are detected.
2. Heat equipment
  - must not be;
    - (i) lit until immediately before use
    - (ii) left unattended while lit, switched on or hot
  - must be extinguished immediately after use
3. Cylinders
  - must not be changed while the equipment is hot
  - in use must be kept at least 3 metres from the burner
4. Paraffin or petrol powered equipment
  - must be filled/refilled in the open

- must not be filled/refilled while hot
5. Asphalt, bitumen, tar or pitch
- must only be heated in the open and
  - in a container designed for that purpose, placed on a non-combustible surface at ground level

#### After finishing work

1. Hot waste materials and welding rods must be removed and safely disposed of.
2. A final fire safety check must be carried out between 30 and 60 minutes after work has finished and immediate steps taken to extinguish smouldering or flames detected.

### 10 UNDERGROUND SERVICES

You must ensure under the Public and Products Liability Section of this policy that in connection with Damage to underground pipes, cables or other services You will maintain in force a system of work for controlling the risks associated with digging, excavating, boring or similar work and before starting such work You will have;

- (1) taken (or caused to be taken) all reasonable steps, including contacting the appropriate authorities, to find out whether any pipes, cables or other services, which could be at risk, are under the site
- (2) kept a written record of the steps taken
- (3) informed whoever is carrying out the digging, excavating or boring of the location of any pipes, cables or other services.

### 11 BUILDERS – NEW PRIVATE DWELLING HOUSES

We will only indemnify The Insured under the Employers Liability and Public and Products Liability Sections of this policy in respect

of contracts, undertaken by You or on Your behalf, for the erection of private dwelling houses including any;

- partial or total demolition
  - road and footpath construction
  - laying pipes and drains
- forming part of the contract.

We will not provide indemnity in respect of piling work, water diversion or the use of explosives.

### 12 BUILDERS – PRIVATE DWELLING HOUSES (ERECTION ALTERATION MAINTENANCE AND REPAIR)

We will indemnify The Insured under the Employers Liability and Public and Products Liability Sections of this policy in respect of;

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes, drains and sewers

only if this forms part of a contract undertaken by you or on your behalf for the erection, alteration, maintenance or repair of buildings or structures.

- (4) Partial or total demolition of structures not exceeding 4 metres in height.

We will not provide indemnity in respect of;

- piling work, water diversion or the use of explosives.
- the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

### 13 BUILDERS COMMERCIAL – NEW & ALTERATION AND REPAIR

We will indemnify The Insured under the Employers Liability and Public and Products Liability Sections of this policy in respect of;

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes, drains and sewers
  - only if this forms part of a contract undertaken by You or on Your behalf for the erection, alteration, maintenance or repair of buildings or structures.
- (4) Partial or total demolition of structures not exceeding 4 metres in height.
  - We will not provide indemnity in respect of;
    - piling work, water diversion or the use of explosives.
    - the construction of or work on towers, steeples, chimneys shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

#### 14 HIGH RISK PREMISES

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of work.

- On or in;
  - a) power stations or nuclear installations / establishments.
  - b) oil, gas or chemical;
    - (i) refineries
    - (ii) bulk storage
    - (iii) production premises
  - c) mainframe computers or rooms containing mainframe computers.
  - d) aircraft, aerospace systems or hovercraft.
  - e) watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways.

- f) railways or airports.
  - Underground or underwater.

#### 15 ADVERTISING AGENT

We will not provide indemnity under the Public and Products Liability Sections of this policy in respect of signs or hoardings owned by you or for which you are responsible located away from Your premises.

#### 16 COMPUTERS (DATA LOSS)

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of;

- professional errors, omission or neglects
- data supplied
- Damage to data
- the Data Protection Act 1998 or any subsequent legislation

#### 17 COMPUTERS (INSTALLATION AND REPAIRS)

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of any installation carried out on any computer equipment other than personal computers and any associated peripheral equipment.

#### 18 HEIGHT LIMIT

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of work at a height exceeding 10 metres above ground level.

#### 19 KEEP FIT AND SPORTS INSTRUCTION

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of;

- bodily injury to any person as a result of his or her inexperience or physical inability to carry out advice or instruction given by You or on Your behalf
- medical advice, instruction, recommendations or treatment

#### 20 ALARM INSTALLATIONS

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of the failure or alleged failure or unsuitability of any Products Supplied comprising fire or intruder alarms to correctly perform their intended function.

#### 21 GROUNDWORK CONTRACTORS

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of;

- piling work, water diversion or the use of explosives
- the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs
- digging below a depth of 1 metre
- the use of any mechanically self propelled excavating plant designed to dig below its own wheel base

#### 22 TREE FELLING

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of the felling or lopping of trees.

#### 23 LOCKS AND SAFES

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of the failure of locks or safes to adequately protect Property from Damage.

#### 24 PHOTOGRAPHY AND VIDEOGRAPHY

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of any;

- aerial
  - underwater
- filming, photography or videography.

#### 25 PROJECT MANAGEMENT

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of any projects undertaken for the erection, alteration, maintenance or repair of any buildings or structures.

#### 26 HOME HELP

We will not provide indemnity under the Public and Products Liability Section of this policy in respect of the supply, prescription or dispensing of drugs or medicines.

#### 27 TREE FELLING

We will not provide indemnity under the Employers Liability and Public and Products Liability Sections of this policy in respect of the felling or lopping of trees.



**800 5 10 15**

Fax: 25 822 668

[www.GanDirect.com](http://www.GanDirect.com)

Email: [info@gandirect.com](mailto:info@gandirect.com)

**Nicosia**

53, Athalassas Ave., Strovolos

**Limassol**

• 220, Arch. Makarios III Ave., Stelmaria Court  
• 51B, Vasileos Pavlou Str, Omonia

**Larnaca**

89, Arch. Makarios III Ave.  
Filanda Crt, Shop 4&5

**Paphos**

2, Boumboulinas Str.

**Paralimni**

57, 1st April Str.

MAILING ADDRESS: P.O. Box 51998, 3509 Limassol

