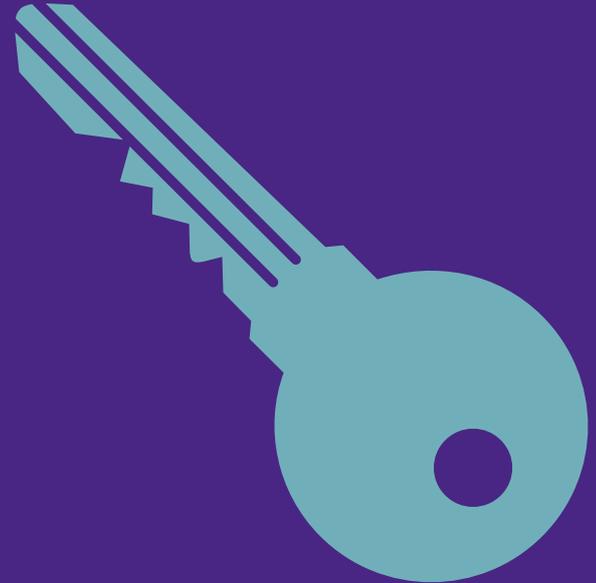




# Residential Apartment Block

Policy





## GENERAL PROVISIONS

RSA Insurance Ireland Limited (hereinafter referred to as "the Company")

The Policy is evidence of the contract between the company and the Policyholder:

The Policy, the Schedule and any Endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.

We will provide under those sections which are shown in the Schedule the insurance described in the Policy during any period of insurance.

The conditions which appear in the Policy or in any Endorsement are part of the contract and must be complied with. They are where their nature permits conditions precedent to the right to recover from the company.

All amounts in this Policy are in Euro unless specifically stated to the contrary.

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

Stamp Duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950 (as amended)

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



---

Philip Smith  
Chief Executive Officer  
RSA Insurance Ireland Limited

The sections which are included in this Policy and the particulars of the insurance are shown in the Schedule.

Do not wait until you have a claim to make sure you understand the Policy - please read it now and keep it in a safe place.

- In particular, make sure that all the details shown in the Schedule are correct (let us know immediately if any change is necessary)
- If, having read this Policy, you feel it does not meet your needs, please return it to the address shown in the Schedule.

**Keeping us informed**

We have prepared this Policy on the information that has been given to us.

Please let us know immediately of changes that affect what we have been told; for example, if anything happens to change the use, the nature or the amount of the property insured.

# INDEX

Definitions	4
Section 1 Buildings	6
Section 2 Contents	13
Section 3 Liability to the Public	17
Section 4 Liability to Employees	19
Section 5 Alternative Accommodation	21
Conditions which apply to the whole Policy	22
Exclusions which apply to the whole Policy	24

## DEFINITIONS

<b>Policyholder/you</b>	The person, company or firm named as Policyholder in the Schedule.
<b>Company/we/us</b>	RSA Insurance Ireland Limited, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.
<b>Endorsement</b>	Any alteration made to the Policy which has been agreed by us in writing.
<b>Period of Insurance</b>	The period shown in the Schedule and any further period for which the Policyholder has paid or has agreed to pay and we have accepted or have agreed to accept the premium.
<b>Policy</b>	The documents consisting of Your Proposal Form, or our Statement of Facts, this Policy book, Your Schedule and any Endorsements.
<b>Proposal Form</b>	The form signed by You which describes You, any detail specific to You or the property and all material information relevant to the cover which You have requested.
<b>Excess</b>	The first part of any claim which the Policyholder has to bear.
<b>Apartment Block</b>	The Residential Complex block or building converted into apartments or residences together with its garages or domestic outbuildings at the address shown in the Schedule.
<b>Apartment</b>	A self-contained unit of the residential accommodation forming part of the apartment block.
<b>Asbestos</b>	Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
<b>Asbestos Dust</b>	Asbestos Dust shall mean fibres or particles of Asbestos
<b>Asbestos Containing Materials</b>	Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust
<b>Geographical Limits</b>	The Republic of Ireland, Northern Ireland, England, Scotland, Wales, the Isle of Man and the Channel Islands.

## DEFINITIONS

<b>Statement of Facts</b>	The statement by us that describes You , any detail specific to You or the property and all material information relevant to the cover which you provide
<b>Resident</b>	The owner, lessee or tenant of any apartment and any member of such owner's, lessee's or tenant's family.
<b>Family</b>	The spouse, children (including adopted and foster children), parents or other relatives of the Policyholder or resident who normally reside in the same apartment as the Policyholder or resident.
<b>Schedule</b>	The document which describes You and the Sum Insured and any details of Your Policy that are specific to You.
<b>Unfurnished</b>	Without sufficient furniture and furnishings for normal living purposes.
<b>Uninhabitable</b>	Unfit for normal living purposes.
<b>Business</b>	The business as described in the Schedule.
<b>Mechanically propelled vehicle</b>	Any mechanically propelled vehicle which is licenced for road use or which is compulsorily insurable under any legislation governing the use of motor vehicles.
<b>Employee</b>	Any <ul style="list-style-type: none"> <li>- person under a contract of service or apprenticeship with the Policyholder</li> <li>- labour master and persons supplied by him</li> <li>- persons employed by labour only sub-contractors</li> <li>- self employed person</li> <li>- person hired from any public authority, company, firm or individual while working for the Policyholder in connection with the business.</li> </ul>
<b>Accidental Damage</b>	Damage caused by external means, other than a deliberate act of the Policyholder.

## EXCLUSIONS

To make sure you know your exact cover, exclusions under individual sections are shown on the right hand side of each page.

## BUILDINGS

By Buildings we mean the block of apartments and its outbuildings, garages, swimming pools, tennis courts, squash courts, patios, terraces, drives, footpaths, walls, gates, hedges and fences, landlord's fixtures and fittings (including fitted carpets in the common parts), all on the same sites.

The buildings are insured against damage by the following causes

---

1 Fire (including smoke), lightning, explosion, earthquake.

## EXCLUSIONS

Aerials, satellite aerials their fittings or masts

Damage caused by smog, agricultural or industrial operations or any gradual process

---

2 Storm or flood.

Damage by frost  
Damage to gates, hedges or fences

---

3 Freezing of fixed water or heating installations.

Water or oil escaping from a fixed water or heating installation or domestic appliance including costs incurred in locating the source of the damage to the buildings.

Damage occurring while the Apartment Block has been left unoccupied or unfurnished for more than 60 consecutive days  
Costs incurred where such damage is attributable solely to changes in the water table level  
Any amount in excess of €15,000 incurred in locating the source of the damage in any one period of insurance

---

4 Riot, civil commotion, strike or labour disturbance.

## BUILDINGS

5 Malicious persons or vandals.

### EXCLUSIONS

Damage caused by the Policyholder, any member of the Policyholder's family, any director of the Policyholder or any Employee

Damage caused by any resident to the apartment in which he/she is residing

Damage occurring while the Apartment Block has been left unoccupied or unfurnished for more than 60 consecutive days

---

6 Theft or attempted theft.

Damage caused by the Policyholder, any member of the Policyholder's family, any director of the Policyholder or any Employee

Damage caused by any resident to the apartment in which he/she is residing

Damage to any apartment while the apartment has been left unoccupied or unfurnished for more than 60 consecutive days

## BUILDINGS

- 7 Subsidence and/or heave of the site on which the buildings stand or of land belonging to the buildings, or landslip.

### EXCLUSIONS

The subsidence excess shown in the Schedule  
 Damage to swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges or fences unless the apartment block or an outbuilding, garage or squash court is damaged by the same cause and at the same time  
 Damage to solid floor slabs or loss or damage resulting from the movement of solid floor slabs, unless the foundations beneath the external walls of the Apartment Block are damaged by the same cause and at the same time  
 Damage resulting from coastal or river erosion  
 Demolition of or structural alteration or structural repair to the buildings or damage caused by any of them  
 Faulty workmanship, defective design or the use of defective materials or damage caused by any of them

- 
- 8 Falling trees or branches.

Damage to gates, hedges or fences

- 
- 9 Falling television or radio aerials, aerial fittings or masts.

Damage to the aerial, aerial fitting or mast

- 
- 10 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

Damage caused by domestic pets.

- 
- 11 Accidental damage for which the Policyholder is legally responsible to drains, pipes, cables and underground tanks providing services to or from the apartment block.

## BUILDINGS

12 Accidental breakage of glass in doors or windows, or sanitary ware fixed to and forming part of the buildings.

13 Accidental damage not listed in paragraphs 11 and 12

14 If the Apartment Block or any apartment is made uninhabitable by any cause insured by paragraphs 1-13 we will pay the rent the Policyholder would have received but has lost (including up to two year's ground rent) during the period necessary to restore the apartment block or apartment to habitable condition.

### EXCLUSIONS

Damage occurring while the Apartment Block has been left unoccupied or unfurnished for more than 60 consecutive days

Damage by wear and tear; atmospheric or climatic conditions, vermin, insects, fungus or gradually operating cause  
 Damage by a cause listed in paragraphs 2, 3, 5-9 or 12 and which is specifically excluded in that paragraph  
 Faulty workmanship, defective design, the use of defective materials or damage caused by any of these  
 Movement, settlement or shrinkage in any part of the building or damage caused by any of them  
 Damage caused by movement of the land belonging to the buildings  
 Demolition of or structural alterations or structural repair to the buildings or damage caused by any of them

Any amount exceeding 25% of the sum insured on buildings applicable at the time the loss or damage occurred, subject to any Inflation Protection adjustment.

## BUILDINGS

This section also provides insurance against:

### EXCLUSIONS

---

I5 Landscaping costs incurred to make good damage to lawns, trees, plants and shrubs at your site resulting from damage by any of the causes under paragraphs I-6 provided the buildings are damaged at the same time or resulting from impact by any vehicle or aircraft or by straying cattle or horses.

Any amount in excess of €15,000

---

I6 Charges levied by a Local Authority in accordance with the provisions of legislation in controlling or extinguishing a fire affecting or threatening to affect the property insured by this Policy or any other measures to prevent or minimise damage by any of the causes insured under paragraphs I-10.

Any amount in excess of €15,000

---

### Maintenance

This Policy does not cover the cost of gradual deterioration - **It is not a maintenance contract.**

It is a condition of this Policy that the property is kept in good repair and that reasonable steps are taken to avoid damage.

## CLAIMS SETTLEMENT

We will pay the cost of work carried out in repairing or replacing the damaged parts of the buildings, including fees and associated costs but not the cost of complying with building regulations, Local Authority or other statutory requirements if notice of the need to comply was served upon you before the damage occurred or these relate to undamaged parts of the buildings. No payment will be made in addition for depreciation or loss of value as a result of repair or replacement of or damage to the buildings.

Fees and associated costs mean Architects'/Surveyors' and Legal fees necessarily incurred in repair or replacement (but excluding fees incurred in preparing or furthering any claim under this Policy) the cost of removing debris, demolition, shoring-up or propping necessarily incurred in repair or replacement.

If the buildings have not been maintained in a good state of repair or if at the time of any loss or damage the sum insured is less than the full rebuilding cost we will pay the cost of repair or replacement less a deduction for wear and tear.

Full rebuilding cost means the full cost of rebuilding all the buildings in the same form, size, style and condition as when new including the cost of complying with Local Authority and other statutory requirements, fees and associated costs.

Alternatively, if the repair or replacement is not carried out we will pay the reduction in market value of the apartment block resulting from the damage not exceeding what it would have cost to repair the damage to the buildings if the repair work had been carried out without delay.

We will not pay for the cost of replacing or repairing any undamaged part of the buildings which forms part of a suite or part of a common design or function when the damage is restricted to a clearly identifiable area or to a specific part.

The maximum amount payable in respect of any one claim under paragraphs 1 - 13 is the sum insured (less any Excess) shown in the Schedule.

**Sale of the Apartment Block**

If the Policyholder enters into a contract to sell his interest in the Apartment Block and between exchange of contracts and completion of the sale, the buildings are damaged by any cause insured by paragraphs 1 - 13, the purchaser shall be entitled to the benefit from this insurance in respect of such damage when the sale is completed provided the buildings are not otherwise insured by or on behalf of the purchaser.

---

**Inflation Protection**

The Sum Insured on Buildings as shown in the Schedule will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Department of the Environment. Where there has been an inflationary increase above the House Rebuilding Cost Index or if this Index is not available we will use a suitable alternative index to increase the Sum Insured. No additional premium will be charged for these adjustments between the anniversary dates of the Policy; but the renewal premium will be calculated on the revised Sum Insured (subject to a minimum increase of 5%).

Index linking of the sum insured will continue during repair or replacement following loss or damage provided the sum insured at the time of the loss or damage represents the full rebuilding cost and the Policyholder ensures that the work is carried out without undue delay.

## CONTENTS

By contents we mean

- furniture
- carpets (other than fitted carpets in the common parts)
- furnishings
- and all other property including
  - aerials
  - satellite aerials not exceeding €1,000 in value
  - and their fittings or masts
  - which belong to or are the legal responsibility of the Policyholder which are in the common parts within the Apartment Block its outbuildings or Garages

When in the common parts within the Apartment Block its outbuildings or garages the contents subject to the Sum Insured listed in the Schedule are insured against loss or damage by the following causes:

- 
- 1 Fire (including smoke), lightning, explosion, earthquake.
- 
- 2 Storm or flood.
- 
- 3 Water or oil escaping from washing machines or dishwashers, fixed water or heating installations.
- 
- 4 Riot, civil commotion, strike or labour disturbance.

## EXCLUSIONS

Mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles), trailers, caravans, aircraft, hovercraft, boats or parts or accessories for any of them  
Pets and livestock

Landlords' fixtures and fittings

Property in the open or in any garage or outbuilding unless locked  
Articles of gold, silver or other precious metal, jewellery or furs  
Clothing, personal effects, money, stamp, coin and other collections, certificates, cheques, securities or documents of any kind  
Satellite aerials exceeding €1,000 in value  
Property more specifically insured

---

Loss or damage caused by smog, agricultural or industrial operations or any gradual process

---

## CONTENTS

5 Malicious persons or vandals.

### EXCLUSIONS

Loss or damage caused by the Policyholder, any member of the Policyholder's family, any director of the Policyholder or any Employee  
 Loss or damage caused by any resident to the contents of the apartment in which he/she is residing

6 Theft or attempted theft.

Loss by deception unless only entry is gained by deception  
 Loss or damage caused by the Policyholder, any member of the Policyholder's family, any director of the Policyholder or any Employee  
 Loss or damage caused by any resident to the contents of the apartment in which he/she is residing  
 Loss or damage occurring in any part of the Apartment Block used for trade or business purposes (other than the business described in the Schedule)

7 Subsidence and/or heave of the site on which the buildings stand or of land belonging to the buildings, or landslip.

Loss or damage resulting from movement of solid floor slabs unless the foundations beneath the external walls of the apartment block are damaged by the same cause and at the same time  
 Loss or damage resulting from:

- coastal or river erosion
- demolition of or structural alteration or structural repair to the apartment block
- faulty workmanship, defective design or the use of defective materials

## CONTENTS

	EXCLUSIONS
8 Falling trees or branches.	
9 Falling television or radio aerials, aerial fittings or masts.	Loss or damage caused by domestic pets
10 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.	
11 Accidental breakage of mirrors, plate glass tops to furniture and fixed glass in furniture which belong to the Policyholder or are the legal responsibility of the Policyholder.	
12 Accidental damage not listed in paragraph 11	Damage by wear and tear, depreciation, insects, vermin, atmospheric or climatic conditions, gradually operating cause, process of cleaning, dyeing, repair or restoration, mechanical, electrical, electronic or computer failures or breakdown or breakages. Damage by any of the causes listed in paragraphs 5, 6 and 7 which is specifically excluded from the insurance provided by those paragraphs.

**Claims settlement**

We will pay the cost of replacement as new (or at our option we will replace as new) except for:

- i) household linen and clothing where a deduction for wear and tear will be made
- ii) items that can be economically repaired (including household linen and clothing) where the cost of the repair will be paid.

If at the time of any loss or damage the sum insured is less than the cost of replacing all the contents as new and items cannot be economically repaired we will pay the cost of replacement as new less a deduction for wear and tear. The maximum amount payable in respect of any one claim under paragraphs 1-12 is the sum insured (less any excess) subject to any limit shown in the Schedule.

**Inflation Protection**

The Sum Insured on Buildings as shown in the Schedule will be adjusted monthly in line with the Durable Household Goods Index prepared by the Department of the Environment. Where there has been an inflationary increase above the Durable Household Goods Index or if this Index is not available we will use a suitable alternative index to increase the Sum Insured.

No additional premium will be charged for these adjustments between the anniversary dates of the Policy, but the renewal premium will be calculated on the revised Sum Insured (subject to a minimum increase of 5%).

## LIABILITY TO THE PUBLIC

In this section, the term Insured means the Policyholder and, provided they are not entitled to indemnity from any other source and are subject to the terms of the Policy as far as they can apply,

- the owner or lessee of any apartment
- the managing agents
- the residents' association
- if the Policyholder so requests, any director of the Policyholder or any Employee

as though each had been insured separately in the terms of this section.

## EXCLUSIONS

We do not insure any claim arising from

---

The Insured is indemnified against liability at law for damages and/or claimants' costs awarded by any court of law within the Geographical Limits in respect of accidental bodily injury (including death, disease or illness) or accidental damage to material property occurring during any period of insurance

- i) in or about the Apartment Block
- ii) elsewhere in the world in respect of commercial visits by the Policyholder; any director of the Policyholder or any non-manual Employee normally resident within the geographical limits in connection with the business

Damage to property belonging to or held in trust by or in the custody or control of the Insured or any member of the Insured's family or (except for Employee's effects) any Employee

Injury or damage arising out of any profession or business other than the business described in the Schedule

Liability of any resident incurred solely as occupier (not as owner) of the apartment in which he/she is residing

## LIABILITY TO THE PUBLIC

The limit of indemnity for all damages and costs resulting from one original cause is the amount shown in the Schedule.

We may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid) or any lesser amount for which any such claims can be settled and we shall then relinquish the control of such claims and be under no further liability in connection with them.

If the Insured dies having incurred any liability which is covered by this section we will indemnify the legal personal representatives of the Insured provided that the legal personal representatives observe the terms of the Policy as far as they can apply.

### EXCLUSIONS (contd.)

Injury or damage arising out of ownership, possession use by or on behalf of the Insured of mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles used in or about the apartment block), caravans, aircraft, hovercraft or boats (other than hand propelled boats)

Injury to any employee of the Insured arising out of and in the course of such employment

Liability of any director of the Policyholder or any Employee for which the Policyholder would not have been entitled to indemnity if the claim had been made against the Policyholder

Liability assumed by agreement unless the liability would have existed without the agreement

Liability resulting directly or indirectly from the transmission of any communicable disease or virus by any of the Insured

Bodily injury death disease or illness or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

Accidental loss of or damage to Property arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

The costs of management removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

## LIABILITY TO EMPLOYEES

In this section, the term Insured means the Policyholder and, provided they are not entitled to indemnity from any other source and are subject to the terms of the Policy as far as they can apply,

- the owner or lessee of any apartment
- the managing agents
- the residents association
- if the Policyholder so requests, any director of the Policyholder or any Employee

as though each had been insured separately in the terms of this section.

---

The Insured is indemnified against liability at law for damages and/or claimants' costs awarded by any court of law within the Geographical Limits in respect of accidental bodily injury (including death, disease or illness) to any employee caused during the period of insurance

- i) within the Geographical Limits
- ii) elsewhere in the world in respect of commercial visits by the Policyholder; any director of the Policyholder or any non-manual Employee normally resident within the geographical limits arising out of and in the course of employment by the Policyholder in connection with the business.

The limit of indemnity for all damages and claimants' costs resulting from one original cause is the amount shown in the Schedule.

## EXCLUSIONS

Liability of any director of the Policyholder or any Employee for which the Policyholder would not have been entitled to indemnity if the claim had been made against the Policyholder

Liability resulting directly or indirectly from the transmission of any communicable disease or virus by any of the Insured

## LIABILITY TO EMPLOYEES (CONTD.)

If the Insured dies having incurred any liability which is covered by this section we will indemnify the legal personal representatives of the Insured provided that the legal personal representatives observe the terms of the Policy as far as they can apply.

The insurance provided by this paragraph is in accordance with the provisions of any law relating to compulsory insurance of liability to employees within the Geographical Limits. The Insured shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.

## ALTERNATIVE ACCOMMODATION

If any apartment is damaged and made uninhabitable by any cause insured by paragraphs 1-13 of Section 1 or if the lessee or owner of the apartment is denied access to it by such damage elsewhere within the Apartment Block we will pay the reasonable additional cost of comparable accommodation incurred by the lessee or owner during the period necessary to restore the apartment to a habitable condition or while access to it is denied.

The maximum amount payable in respect of any one claim is the amount shown in the Schedule.

# CONDITIONS

## Conditions which apply to the whole Policy

### 1 Your duty to prevent loss, damage or accidents

The Policyholder must take all reasonable steps to keep the buildings in good repair. Any defect discovered must be made good as soon as possible and the Policyholder shall take any additional precautions necessary for the prevention of loss, damage or accidents as the circumstances may require. We shall not be liable for any loss, damage or accidents caused by a defect which the Policyholder has failed to remedy after having received notice of the defect.

### 2 Transfer of interest

The Policyholder may not transfer his interest in the Policy without our written approval.

### 3 Cancellation of the Policy

You may cancel this Policy by giving us seven days' notice in writing. If you cancel the Policy you may be entitled to a refund of premium provided that no claim has been made during the current period of insurance. If you are paying monthly you should also instruct your Bank or Building Society to cancel your Direct Debit arrangements.

We may cancel this Policy by giving you seven days' notice at your last known address. If we cancel the Policy we will refund premium paid for the remainder of the current period of insurance. If your Policy is cancelled because your Bank or Building Society is not prepared to honour your Direct Debit Mandate we will write to you at your last known address confirming all cover will cease seven days after the date of our letter.

### 4 Change in risk

This Policy shall not be invalidated by any change in occupancy or increase in risk taking place in the Apartment Block provided the Policyholder gives us immediate notice in writing and pays any additional premium that may be required from the date of the change in occupancy or increase in risk.

## CONDITIONS

### 5 Notification of a claim

- a) If loss or damage occurs which may result in a claim under Section 1: Buildings or Section 2: Contents, the Policyholder must:
  - notify the police immediately of any theft, malicious damage or vandalism
  - notify us of the claim as soon as is reasonably possible, immediate advice of riot damage is necessary
  - provide us, at the Policyholder's expense, with all the details and evidence for which we ask concerning the cause and the amount of the loss or damage.
- b) If the Policyholder learns of any incident which may result in a claim under Section 3: Liability to the public or Section 4: Liability to employees, the Policyholder must:
  - notify us immediately and provide full details in writing as soon as possible
  - send us without delay any letter, writ, summons or other legal document served on any party who might be entitled to indemnity
  - notify us immediately on having knowledge of any prosecution, inquest or fatal accident enquiry.

### 6 Rights and responsibilities

We may enter any buildings where loss or damage has occurred and deal with the salvage but no property may be abandoned to us. The Policyholder must not admit, reject or negotiate on any claim without our written consent.

We may take over and conduct in the name of the Policyholder with complete and exclusive control, the defence or settlement of any claim.

We may also start legal action in the name of the Policyholder (but at our expense and for our own benefit) to recover from others, compensation in respect of anything covered by this Policy.

The Policyholder must give us all the help and information we may need to settle or defend any claim or to start legal proceedings.

### 7 Other insurances

If at the time of any incident which results in a claim under this Policy there is any other insurance covering the same loss, damage or liability or any part of it, we will only pay our rateable proportion of the claim.

## EXCLUSIONS

Exclusions which apply to the whole Policy

We do not insure

### 1 Wear and tear or any gradually operating cause

### 2 Computer Faults and Viruses

Any loss damage breakage or destruction to any property or consequential loss or liability directly or indirectly caused by or contributed to by or arising from

1. the failure or inability of any electronic equipment to
  - a) correctly recognise any data or
  - b) correctly capture save retain manipulate interpret or process any data information data command or instruction whether or not such had been programmed into such equipment
2. interruption of or interference with data in electronic equipment resulting in the loss destruction or corrupted transmission or corruption of data
3. the transmission or impact of any Virus, Worms Logic Bomb, Trojan Horse or the like
4. unauthorised access to a system or data

For the purpose of this Exclusion data means information represented or stored electronically including but not limited to code series of instructions operating systems software programs and firmware

### 3 Radioactive Contamination, Terrorism and War Risks

Any loss of or damage to property, legal liability, expense, consequential loss or bodily injury which is directly or indirectly caused by or arising from or contributed to by

- a) ionising radiations or contamination by radioactivity from any irradiated 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 or warlike operation (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- d) any Act of Terrorism

## EXCLUSIONS

for the purpose of this Exclusion an Act of Terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

e) any action in controlling, preventing, suppressing or in any way relating to c) or d) above.

If the Company alleges that by reason of this Exclusion any liability, loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be yours.

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

### 4 Sonic Bangs

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 5 Pollution or Contamination

Any loss or damage of any kind caused directly or indirectly by pollution or contamination which was the result of an intentional act or was not caused by a sudden incident or did not occur during any Period of Insurance

### 6 Biological or Chemical Contamination

Any loss damage cost expense or legal liability directly or indirectly arising out of Biological or Chemical Contamination due to any Act of Terrorism

For the purpose of this Endorsement an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

For the purpose of this Exclusion contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

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



RSA, RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.  
Telephone: 1890 290 100 Facsimile: (01) 290 1001

RSA Insurance Ireland Limited is registered in Ireland under number 148094  
with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.  
RSA Insurance Ireland Limited is regulated by the Financial Regulator.