



# APP

## Aiken Property Protection Certificate of Insurance

For: **Stracomer Hill Developments Ltd**

**Effected by Aiken & Company Ltd**  
7B The Anchorage  
Charlotte Quay  
Dublin 4

**The Proposal** or Statement of Fact including the declaration forms the basis of this contract between the Insured and the Underwriters and is deemed to be incorporated herein.

**The Underwriters** provide the Insurance against loss destruction damage injury or liability (as described in this Certificate and subject to its terms provisions exclusions limits and conditions) occurring or arising during any period of Insurance for which the Insured pays the premium.

**This is to certify** that in accordance with the authorisation granted under the contract (the number of which is specified in the Schedule) to the undersigned by certain Insurance Companies (as specified herein) and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Provided always that any Section of this Certificate stated to be not insured in the Schedule shall be inoperative.

Signed on behalf of the Underwriters:

Niall McGovern **ACII BA(Hons)**  
Aiken & Co (Insurances) Ltd

**Dated in Dublin**  
**Tuesday, 13 January 2015**

Aiken & Company (Insurances) Ltd t/a Aiken Underwriting Agencies/AUA is regulated by the  
Central Bank of Ireland



## This Certificate of Insurance comprises of

- The Schedule of subscribing Insurers
- The Schedule setting out the details of this insurance
- The Perils covered and Excesses applicable
- The Endorsements & Warranties

The Certificate Schedule and all Endorsements and Addenda are to be read as one contract. Words and expressions to which a specific meaning given in

- the General Definitions shall have the same meaning wherever they appear except where amended by sectional definitions
- each Section of the Certificate shall have the same meaning where it appears in that Section

Please read this Certificate carefully and make sure that it meets your needs and that you understand its terms conditions provisions exclusions and conditions

In all communications the Certificate Number appearing above should be quoted. In the event of any occurrence which could result in a claim under this Certificate immediate notice must be given to your broker or insurance adviser

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## Schedule of Underwriters

**The Insurers** named hereon bind themselves each for their own part and not for one another. Each Insurer's liability under this Certificate shall not exceed the percentage or amount of the risk shown against that Insurer's name

<b>Insurers</b>	<b>Proportion</b>
<b>W.R. Berkley Insurance (Europe), Limited per Contract Reference FPJ140X90737, GIJ40G90736, EXJ140G90733</b>	<b>100%</b>

**Signed on behalf of W.R. Berkley Insurance (Europe), Limited**

W.R. Berkley Insurance Ireland is a branch of W.R. Berkley Insurance (Europe), Ltd. an insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN:223981) in the U.K. and is regulated by the Central Bank of Ireland for the conduct of business rules.

Registered Office: 40 Lime Street, London EC3M 7AW Registered in England & Wales 4681277



## NOTICE TO THE INSURED

The Proposal Form, Declaration and/or Statement of Fact signed and dated by the Insured forms the basis of this Insurance. Prior to the acceptance of any proposal form this contract is based upon the information supplied by the Insured and their representatives.

We have relied upon the above details to decide whether to accept this Insurance and determining the terms of such acceptance. You must ensure that all the statements in any Proposal Form or that have been supplied to your agent are accurate and that you have not withheld any material facts; otherwise this Insurance may be avoided.

You must inform us of any change in circumstances which may materially affect this Insurance, if you are in any doubt you should consult your broker or insurance adviser.

## SCHEDULE OF INSURANCE

<b>THE INSURED</b>	
The name of the Insured	<b>Stracomer Hill Developments Ltd</b>
The address of the Insured	<b>C/o Wexford Insurances Limited, 86 South Main Street, Wexford</b>
The business of the Insured	<b>Property Owner for the purpose of this insurance – Unoccupied</b>
<b>THE INSURANCE</b>	
Type of insurance	<b>Property Owners Insurance</b>
Policy Wording Reference	<b>PO ROI 1</b>
Premises/Situation	<b>25,34,35,36,46,56 Stracomer Hill, Tullan Strand, Bundoran, Donegal</b>
Interested Party	<b>N/a</b>
Hereon	<b>This certificate is in respect of 100% of the limits and sums insured specified in this schedule and/or wording.</b>
The Premium Hereon	<b>€2,400.00 (Inclusive)</b>
Taxes and Charges Hereon	<b>Irish Levy (at 5% on 100% of gross premiums)</b>
The period of insurance	<b>00.00 hours Local Standard Time 22/12/2014 to the 21/12/2015 both days inclusive, and for such further period or periods as may be mutually agreed upon</b>

## OPERATIVE POLICY SECTIONS

<b>SECTION</b>	<b>STATUS</b>
Section 1 – Property	Operative
Section 1 – Extension 1: Day One Basis	Inoperative
Section 1 – Extension 2: Subsidence Extension	Inoperative
Section 2 – Loss of Rent Receivable	Inoperative
Section 3 – Liability	Operative
Part A – Employers Liability	Operative
Part B – Public Liability	Inoperative
Part C – Products Liability	Inoperative



<b>SECTION 1: PROPERTY</b>		<b>SUMS INSURED</b>	<b>EXCESS</b>
The Basis of Settlement is Reinstatement			
<b>Item A</b> Buildings including landlord's fixtures and fittings, walls, gates and fences.  (€210,000 Per Location)  (Fire Brigade Charges of €7,500 included)		€ 1,267,500	As Per Operative Perils Below
<b>Item B</b> Contents of Common Parts  (€8,000 Per Location)		€ 48,000	As Per Operative Perils Below
<b>Item C</b> Contents of Residential Accommodation		€	As Per Operative Perils Below
<b>PERILS</b>	<b>STATUS</b>	<b>EXCESS</b>	
as more fully described in the wording			
Fire	Operative	€1,000	
Lightning	Operative	€1,000	
Explosion	Operative	€1,000	
Aircraft	Operative	€1,000	
Storm	Inoperative	N/a	
Riot	Inoperative	N/a	
Civil commotion	Inoperative	N/a	
Strike	Inoperative	N/a	
Locked Out Workers	Inoperative	N/a	
Labour Disturbance	Inoperative	N/a	
Malicious Persons	Inoperative	N/a	
Earthquake	Inoperative	N/a	
Flood	Inoperative	N/a	
Escape of Water	Inoperative	N/a	
Impact	Inoperative	N/a	
Theft and/or Attempted Theft	Inoperative	N/a	

<b>SECTION 2: LOSS OF RENT RECEIVABLE</b>		<b>SUM INSURED</b>	<b>EXCESS</b>
<b>Item A</b> Loss of Rent Receivable (Maximum Indemnity Period 12 months)		€	€
<b>Item B</b> Additional Expenditure (Maximum Indemnity Period 12 months)		€	€

<b>SECTION 3: LIABILITY</b>		<b>SUM INSURED</b>	<b>EXCESS</b>
<b>Part A</b> Employers Liability (Minor Property Maintenance)		€ 13,000,000	€ N/a
<b>Part B</b> Public Liability		€	€
<b>Part C</b> Products Liability		Not Insured	N/A



## ENDORSEMENTS & WARRANTIES APPLICABLE

### POLICY LEVEL

#### **Survey Clause**

You agree that the Insurer may instruct a risk survey of your premises. Continued cover is strictly subject to receipt of a satisfactory survey carried out by an authorised surveyor by a date to be agreed by Insurer and advised to the Insured. Insurers reserve the right to cancel this insurance with immediate effect or impose special terms and conditions and/or revise the premium rate upon receipt of the survey, however will only do so if additional exposures previously undisclosed are highlighted by the survey.

The Insured shall implement the survey requirement(s) or as otherwise agreed by Insurers within a period to be agreed by Insurers and advised to the Insured.

If the Insured fails to implement the requirement(s) within the period agreed by the Insurers then Insurers reserve the right to impose special terms or cancel coverage.

#### **Planning Permission for Demolition Exclusion**

Cover subject to no planning permission obtained to demolish the insured structure.

#### **Policy Alteration**

The Insurer reserves the right to alter this insurance or impose special terms and conditions and/or revise the premium rate or cancel this insurance upon receipt of risk information, giving 7 days' notice of such amendment.

#### **Occupancy**

Notice is to be given to Insurer when any untenanted or Unoccupied building (or part thereof) is again occupied.

#### **Short Term Cancellation Clause**

Minimum 50% retained premium for short period cancellation.

#### **Premium Payment Warranty.**

Premium must be received by Aiken & Co (Insurances) Ltd within 30 days of policy start date. Failure to comply will result in cover being cancelled ab initio.

### PROPERTY SECTION

#### **Security Warranty – Applicable to Unoccupied Premises Only**

Warranted that all reasonable steps taken to ensure that the unoccupied buildings or portions thereof are secure against illegal entry including:

- Securely locking and fastening all doors and windows of the property
- Any Letter boxes sealed to prevent insertion of material
- Where available, setting all security and alarm protections in full operation and ensuring that the protections are in proper working order



**Services Warranty– Applicable to Unoccupied Premises Only**

Warranted that all services are switched off at mains, except electricity needed to maintain any security and alarm protections in place.

**Inspections Warranty – Applicable to Unoccupied Premises Only**

Warranted that the premises are inspected on at least a weekly basis by the Insured or their designated representative and any defects found are remedied immediately. A record of these visits

to be kept and produced to Insurers on demand and any evidence of forced entry, attempted forced entry or malicious damage to be reported to the Insurer within 7 days of discovery.

**Waste Removal**

Warranted that combustible waste be cleared from inside and around the property where possible and that the property remains clear of combustible waste for the entirety of the policy.

**Gutter Warranty**

It is warranted that all valley gutters are cleared and downpipes rodded at least twice per annum.

**Malicious Damage Exclusion**

It is hereby noted and agreed that coverage hereon excludes malicious damage claims contributed to or caused by residents and/or those lawfully on the premises.

**Renovations/Refurbishment/Building Exclusion**

Cover excludes any loss arising out of or attributable to any work of alteration, demolition, refurbishment, renovation or building works, at the premises, of any nature.

**Lagging warranty – Applicable where the peril of Escape of Water is Operative**

It is warranted that all exposed water pipes, water tanks and all other water apparatus be suitably and adequately lagged with modern insulation materials to prevent freezing and/or bursting and/or overflow and/or leakage.

## **LIABILITY SECTION**

**Full Professional Duty Exclusion**

The Insurer shall not provide indemnity, under Section 3, against liability caused by or arising from, or in connection with, any breach of professional duty by or on behalf of the Insured, regardless of whether such services are rendered for a fee or not