



**COMBINED LIABILITY**  
INSURANCE POLICY DOCUMENT (ROI)  
Underwritten by Accelerant Insurance Europe SA



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## USEFUL INFORMATION

### How to Make a Claim

Please telephone the dedicated claims line 1800 856 090

For emergency out of hours major loss notifications please telephone 14 852 980

Please do not use this number for general claims notifications or queries which should be to 1800 856 090

E-Mail: [NBSclaims@LCSI.ie](mailto:NBSclaims@LCSI.ie)

### How to Complain

Should you wish to make a complaint regarding your claim please contact:

**Leeson Claims Services Ireland**  
**68 Merrion Square South, Dublin 2**  
Email: [info@lcsi.ie](mailto:info@lcsi.ie)  
Telephone: 14 852 980

Should you wish to make a complaint about the policy or the service we offer please contact:

**NBS Ireland** (NBS Ireland is a trading style of NBS Commercial Ltd)  
**South Point**  
**Herbert House**  
**Harmony Row**  
**Grand Canal Dock**  
**Dublin, D02 H270**

Email: [info@nbsireland.com](mailto:info@nbsireland.com)  
Telephone: 1800 856 090

If you remain dissatisfied after the senior member of staff has considered your complaint, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman:

Financial Services and Pensions Ombudsman  
3<sup>rd</sup> Floor, Lincoln House  
Lincoln Place  
Dublin 2  
DO2 VH29

Tel: 15 677 000  
Fax: 16 620 890  
Email: [info@fspo.ie](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)

Making a complaint does not affect your right to take legal action.

## Combined Liability Cover

This policy is administered by **NBS Ireland** and underwritten by **Accelerant Insurance Europe SA**, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193).

**NBS Ireland** is a trading style of **NBS Commercial Limited**. Registered in Ireland No. 677098. Registered Office: 13-18 City Quay, Dublin 2, D02 ED70. NBS Commercial Ltd is regulated by the Central Bank of Ireland – C441712

The Policy, the **Schedule**, Endorsements, Statement of Fact and any Information provided by **You** following Supplementary Questions We may ask shall be read together as one contract and this is the contract of insurance between the **Insured** and the **Insurer**.

### Honest and Reasonable Presentation

1. Before this insurance contract is entered into, the **Insured** must make an honest and reasonable presentation of the risk to the **Insurer**, in accordance with the Consumer Insurance Contracts Act 2019, or if the **Insured** is not a consumer, in accordance with the principle of Utmost Good Faith. In summary, the **Insured** must:
  - a) Disclose to the **Insurer** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Insurer** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
  - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
  - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, the **Insured** is expected to know the following:
  - a) If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
  - b) If the **Insured** is not an individual, what is known to anybody who is part of the **Insured's** senior management; or anybody who is responsible for arranging the **Insured's** insurance.

- c) Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, the **Insurer** expects that the **Insured** will have included them in the **Insured's** enquiries, and that the **Insured** will inform the **Insurer** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

### **Remedies for breach of the duty of honest and reasonable presentation**

If, prior to entering into this insurance contract, the **Insured** shall breach the duty of honest and reasonable presentation, the remedies available to the **Insurer** as set out below are proportionate to the effects of any misrepresentation on the interests of the **Insurer** and the **Insured** by reference as to whether the misrepresentation was:

- innocent (that is, one that was neither negligent nor fraudulent),
- negligent, or
- fraudulent.

- a) If the **Insured's** breach of the duty of honest and reasonable presentation is negligent or fraudulent:

- i). The **Insurer** may avoid the contract, and refuse to pay all claims; and,
- ii). The **Insurer** need not return any of the premiums paid.

- b) If the **Insured's** breach of the duty of honest and reasonable presentation is not negligent or fraudulent, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of honest and reasonable presentation:

- i). If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
- ii). If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
- iii). In addition, if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what the **Insurer** would otherwise have been required to pay, where  $X = (\text{premium actually charged} / \text{higher premium}) \times 100$ .

## Keeping the Insurer Informed

The **Insured** must notify the **Insurer**, or the **Insured's** Insurance Advisor:

- a) without delay if the **Insured** becomes aware that information the **Insured** has given the **Insurer** is inaccurate;
- b) within fourteen days of the **Insured** becoming aware about any changes in the information the **Insured** has provided to the **Insurer** which happens before or during the **Period of Insurance**;

When the **Insurer** is notified that information the **Insured** previously provided is inaccurate, or of any changes to that information, the **Insurer** will tell the **Insured** if this affects the **Insured's** insurance. For example, the **Insurer** may amend the terms of the **Insured's** insurance or require the **Insured** to pay more for the **Insured's** insurance or cancel the **Insured's** insurance in accordance with the "Cancellation" section.

If the **Insured** fails to notify the **Insurer** that information the **Insured** has provided is inaccurate, or the **Insured** fails to notify the **Insurer** of any changes, this insurance may become invalid and the **Insurer** may not pay the **Insured's** claim, or any payment could be reduced.

## Data Protection Notice

### Who we are

In this notice, 'we', 'us' and 'our' refers to NBS Commercial Ltd. For full information concerning NBS Commercial Ltd please visit [www.nbsireland.com](http://www.nbsireland.com). **We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

### Our approach to Privacy

The privacy and security of **Your** personal information is very important to **Us**. **We** protect **Your** information with security measures under the laws that apply. **We** keep our computers, files and buildings secure.

### The information You provide Us

**We** may receive personal information about **You**, when **You** contact **Us**, for example by doing either of the following:

- Reporting an incident involving **Your** Home
- Reporting an incident involving **Your** Vehicle.

### This Information may include:

Basic personal information such as **Your** name, address, email address, telephone number, date of birth or age, gender and marital status, **Your** car, **Your** home, **Your** household or **Your** travel arrangements;  
Information about **Your** other policies, claims history, claims data;  
Sensitive personal information such as criminal convictions, motoring offences and about **Your** health (current state of health or existing conditions).

Personal information (including details of injuries) may be recorded on claims registers i.e. Insurance Link, and shared with other insurers. **We** may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

### **How Your data is used and shared by insurers and databases in relation to insurance**

The data **You** provide will be used by **Us** and shared with other insurers as well as certain statutory and other authorised bodies.

### **Security**

**We** are committed to protecting the confidentiality and security of the information that **You** provide to **Us** and **We** put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, disclosure of or loss of **Your** information.

### **Insurance Administration**

**Your** information may be used for the purposes of insurance administration by the **Insurer**, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the **Insurer's** compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the **Insurer**, such as Investigators or Loss Adjusters.

### **Update Your information, request to erase Your data, subject access request**

If **You** wish to contact **Us** regarding this notice **You** can contact us at:

Data Protection Officer, NBS Ireland, 13-18 City Quay, Dublin 2, D02 ED70

### **How to find what information we hold about You**

**You** have the right to request a copy of all the personal information **We** hold about **You** in a Subject Access Request or to have **Your** data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to **Us** at the address above or contact **Us** via email at [info@nbsireland.com](mailto:info@nbsireland.com)

### **Complaints**

**You** have the right to complain about how **We** treat your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at

<https://www.dataprotection.ie/en/contact/how-contact-us>. **We** are only allowed to keep **Your** information if **We** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.

### **Authorisation**

**We** are registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

**You** can check **Our** status on the insurance distribution register by clicking here:

<http://registers.centralbank.ie/>

## Policy Definitions

### Bodily Injury

- a) death, injury, illness or disease
- b) nervous shock

### The Business

As described in the **Schedule** and

- a) the provision and management of **Your** canteen, sports, social, educational and welfare organisations established for the benefit of **Persons Employed**
- b) the provision and management of first aid, ambulance, fire and security services in connection with premises occupied by **You**
- c) ownership, repair, maintenance and decoration of **Your** own **Property** or premises occupied by **You**
- d) private manual work by any **Person Employed** for any director, partner or senior official, provided such work is undertaken with **Your** consent

Provided that all activities are conducted at or from premises owned or occupied by **You** within the Republic of Ireland

### Contracts or Agreements

Contracts or Agreements shall mean

- a) the standard liability and insurance clauses 21 (a) 21(c) and 23(b) of the forms of agreement known as - Royal Institute of the Architects of Ireland Contract Conditions Government Department and Local Authority Contract Conditions
- b) the standard liability and insurance clauses 22 and 23 of the form of agreement known as the Institution of Engineers of Ireland Conditions of Contract (third edition 1980 as revised and reprinted October 1990)

### Contract Works

The permanent or temporary work executed or to be executed by **You** or on **Your** behalf and all materials brought to the site of that work for incorporation therein and other materials, plant, tools, equipment and temporary buildings for the purpose of the execution of the works

### Costs and Expenses

- a) legal costs of any claimant for which **You** are legally liable
- b) all solicitors' fees reasonably incurred with **Our** written consent for **Your** legal representation at
  - i. any coroner's inquest or fatal accident inquiry
  - ii. proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Bodily Injury** or damage to **Property**
- c) all costs and expenses incurred with **Our** written consent in respect of a claim against **You** to which the indemnity provided under this insurance applies

### Excess

The amount for which **You** are responsible for each and every claim or loss as specified in the **Schedule** or in the Policy



## Policy Definitions continued

### Limit of Indemnity

The amount specified in the **Schedule**. **Our** liability for all damages arising out of any one occurrence or series of occurrences resulting from or due to one source or original cause shall not exceed the amount specified in the **Schedule** but in respect of **Products Supplied** and the supply of food and drink, that amount shall apply in the aggregate in respect of all occurrences in any one **Period of Insurance**. If **We** are required to indemnify more than one party in respect of any occurrence or occurrences, **Our** liability shall not exceed the Limit of Indemnity.

### Offshore

Any fixed or floating rig or platform and any journey to or from such rig or platform by any means

### Person Employed

Any of the following whilst working for **You** under **Your** direction or control in connection with **The Business** shown in the **Schedule** unless stated otherwise in a Section of this Policy:

- a) a person under a contract of service or apprenticeship
- b) a person under a work experience training scheme
- c) a labour master or labour only subcontractor or any person supplied or employed by them
- d) a self-employed person
- e) a person hired to or borrowed by **You** under a contract or agreement stipulating that such person shall be deemed to be in **Your** employment for the period of such contract or agreement
- f) any voluntary helper

### Period of Insurance

The period of time covered by this insurance (as shown in the **Schedule**) and any further period for which renewal of this insurance is invited and the premium paid or agreed to be paid

### Principal

Any company, firm, partnership, public authority or individual for whom **You** are to carry out work in accordance with **The Business** under the terms of a contract

### Products Supplied

Products including containers, packaging and labels

- a) on which work has been completed by **You** or on **Your** behalf at **Your** normal place of business or that of any party who carried out the work on **Your** behalf
- b) products which have been sold, supplied, distributed, erected, repaired, serviced, altered, treated or installed by **You**

provided that at the time of the event giving rise to a claim for which indemnity is provided within the terms of this insurance, such products are not under **Your** custody or control or that of any **Person Employed**

## Policy Definitions continued

### **Property**

Physical, tangible things only

### **Schedule**

The document which shows details of the policyholder, the policy number and the cover which applies

### **Statement of Fact**

**Your** Statement of Fact provided by **Your** broker on **Your** behalf is a precise record of the information provided to **Us** when arranging the contract of insurance. The information contained in **Your** Statement of Fact shall be incorporated into the contract between you and the **Insurer**.

### **System Failure**

The malfunction or non-function of any mechanical and/or electronic system or loss of control (whether or not **Your** property) caused by

- a) the response of a Computer to any date or date change or
- b) the failure of a Computer to respond to any date or date change or
- c) the loss of or denial of access to any of **Your** own or third party data or
- d) any loss of or damage to or change or corruption in data or software on a Computer or Computer system or
- e) any Computer virus, hacking into, degradation of, breach of security in or denial of access to a Computer or Computer system or website

Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment and any device which gives, processes, receives or stores electronic instructions or information

### **Territorial Limits**

- a) anywhere within the Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man other than **Offshore**
- b) member countries of the European Economic Community/European Union other than **Offshore** where **You** or any **Person Employed** is temporarily engaged on **Your Business**, provided such persons are ordinarily resident in the Republic of Ireland
- c) elsewhere in the world in respect of commercial visits by directors and non-manual **Persons Employed** normally resident in the Republic of Ireland

### **We/Us/Our/Insurer**

The Insurer named on the **Schedule**

### **You/Your/Yours/Insured**

The person or company named in the **Schedule** as the Insured

## Section 1

### Employers' Liability

In the event of **Bodily Injury** caused to a **Person Employed** during the **Period of Insurance** and in connection with **The Business** occurring within the **Territorial Limits**, **We** will indemnify **You** in respect of all sums which **You** shall be legally liable to pay as compensation for such **Bodily Injury** provided that **We** shall not be liable for any amount exceeding the **Limit of Indemnity** which shall be inclusive of **Costs and Expenses**

#### Unsatisfied Court Judgement Extension

In the event of a judgement for damages being obtained in the first instance under the jurisdiction of a Court in the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man by any **Person Employed** or the personal representatives of any **Person Employed**, in respect of **Bodily Injury** arising out of and in the course of their employment or engagement by **You** which remains unsatisfied in whole or part six months after the date of such judgement, at **Your** request **We** will pay to the **Person Employed** or the personal representatives of the **Person Employed** the amount of any damages or awarded costs to the extent that they remain unsatisfied, provided that

- a) there is no appeal outstanding
- b) the judgement relates to **Bodily Injury** which would otherwise be within the terms of this insurance
- c) any payment made by **Us** shall be only in respect of liability for which **You** would have been entitled to indemnity under Section 1 of this insurance if the judgement had been made against **You**
- d) **We** shall be entitled to take over and prosecute for **Our** own benefit any claim against any other person and **You**, the **Person Employed** or their personal representatives shall give all information and assistance required

### Exclusions and Condition applying to Section 1

#### Motor Risk Exclusion

The indemnity provided by Section 1 – Employers' Liability shall not indemnify **You** for any legal liability in respect of **Bodily Injury** to any **Person Employed** sustained where such liability is the subject of compulsory insurance or security in accordance with

- a) the Republic of Ireland Road Traffic Act 1961 or any subsequent legislation amending or replacing such Act or Order
- b) the United Kingdom Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order

#### Offshore and Rig Work Exclusion

The indemnity provided by Section 1 – Employers' Liability shall not indemnify **You** for any legal liability in respect of **Bodily Injury** to any **Person Employed** sustained from visits or work **Offshore**

#### Right of Recovery Condition

The indemnity provided by Section 1 is deemed to be in accordance with the law relating to the provision of insurance to a **Person Employed** by **You** in the Republic of Ireland or whilst temporarily in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, but **You** shall repay to **Us** all sums paid which **We** would not have been liable to pay but for the provisions of such law

## Section 2

### Public Liability

In the event of accidental

- a) **Bodily Injury** to any person
- b) loss of or damage to **Property**
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water
- d) wrongful arrest, detention, imprisonment or eviction of any person (involving the use of physical force or coercion), malicious prosecution or invasion of the right of privacy

occurring within the **Territorial Limits** during the **Period of Insurance** and in connection with **The Business**, **We** will indemnify **You** in respect of all sums which **You** shall be legally liable to pay as damages in respect of such event, provided that **We** shall not be liable for any amount exceeding the **Limit of Indemnity** which shall be inclusive of **Costs and Expenses**

### Extensions and Condition applying to Section 2

#### **Motor Contingent Liability Extension**

**We** will indemnify **You** within the terms of this Section in respect of legal liability for **Bodily Injury** or damage to **Property** caused by, through or in connection with any motor vehicle or attached trailer (not belonging to or provided by **You**) being used in the course of **The Business**, provided that **We** shall not be liable for

- a) damage to any such vehicle or trailer or goods carried in or on it
- b) any claim arising while the vehicle or trailer is
  - i. engaged in racing, pace making, reliability trials or speed testing
  - ii. being driven by **You**
  - iii. being driven with **Your** general consent or that of **Your** representative by any person who to the knowledge of **You** or **Your** representative does not hold a licence to drive such a vehicle, unless such a person has held and is not disqualified from holding or obtaining such a licence
  - iv. used elsewhere than in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
  - v. used in circumstances in which it is compulsory for **You** to insure or provide security as a requirement of any Road Traffic Act legislation
- c) loss or damage in respect of which **You** are entitled to indemnity under any other insurance

## Section 2 continued

### **Movement of Obstructing Vehicles Extension**

**We** will indemnify **You** within the terms of this Section in respect of legal liability arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You** or by any **Person Employed** with **Your** permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned, hired by or lent to **You** or any **Person Employed**, provided that

- a) movements are limited to vehicles parked on or obstructing **Your** own premises or at any site at which **You** are working
- b) the vehicle is causing obstruction and will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key
- d) **We** shall not indemnify **You** against
  - i. damage to such vehicle
  - ii. liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

### **Tenants' Liability for Leased, Hired or Rented Premises Extension**

Where **You** are legally liable for loss of or damage to premises (or fixtures or fittings thereof), leased, hired or rented to **You** for the purpose of occupancy by **You**, **We** will indemnify **You** against such liability.

This indemnity will not apply to

- a) the first €150 of such loss or damage caused other than by fire or explosion
- b) loss or damage caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by **You** or on **Your** behalf
- c) liability arising out of breach of any term, condition or warranty under any other applicable insurance policy

### **Other Liability for Leased, Hired or Rented Premises Extension**

If **You** have leased, hired or rented premises for a purpose other than occupancy by **You**, **We** will indemnify **You** against liability for loss of or damage to such premises.

This indemnity will not apply to

- a) liability assumed by contract where that liability would not have existed were that contract not in force
- b) the first €150 of such loss or damage caused other than by fire or explosion

### **Car Park and Cloakroom Liability Extension**

Where the vehicles or personal effects of persons other than **You** are held in trust by **You** or in **Your** control, **We** will indemnify **You** against legal liability in respect of loss of or damage to such **Property**, provided that such **Property**

- a) is not being stored by **You** for a fee or other consideration or
- b) is not held in trust by **You** or in **Your** custody or control for the purposes of work being carried out on such **Property**

## [Section 2 continued](#)

### **Cross Liability Condition**

This insurance shall apply separately to each of **You** named in the **Schedule** as if a separate insurance had been issued to each, provided that if **We** are required to indemnify more than one party in respect of any occurrence, **Our** liability shall not in the aggregate exceed the **Limit of Indemnity**

### [Exclusions applying to Section 2](#)

**We** shall not be liable in respect of

- 1) **Bodily Injury** sustained by any **Person Employed** arising out of and in the course of their employment by **You**
- 2) **Bodily Injury** or loss of or damage to **Property** arising out of any **Product Supplied** other than food or drink supplied for consumption on **Your** premises
- 3) loss or damage to **Property** owned by **You** or leased, rented, let or hired to **You** other than as provided for in the Tenants' Liability for Leased, Hired or Rented Premises Extension
- 4) loss or damage to **Property** which is in **Your** custody or control other than
  - a) the personal effects of any **Person Employed**
  - b) premises (including contents thereof) temporarily occupied by **You** for the purpose of and while carrying out any contract work in or on the premises in the course of **The Business** not being all or part of the temporary or permanent **Contract Works**
  - c) car park and cloakroom liability
- 5) **Bodily Injury** or loss of or damage to **Property** arising from the ownership, possession, operation or use by **You** or on **Your** behalf of any
  - a) locomotive, aircraft, watercraft, hovercraft or oil drilling platform or rig
  - b) any airport, helipad, landing strip or other facility designated for the use of any aircraft or other aerial devices
  - c) mechanically propelled vehicles or attached trailers which are licensed for road use or which are compulsorily insurable under any legislation governing the use of vehicles, other than
    - i. mechanical plant working as a tool of trade on any site where **You** are undertaking work or at **Your** premises
    - ii. the loading or unloading of motor vehicles or trailers
    - iii. motor contingent liability or movement of obstructing vehicles, provided that an indemnity is not available under any other insurance

## Section 2 continued

- 6) loss of or damage to
  - a) the **Contract Works**
  - b) **Property** which is held in trust by **You** or in **Your** custody or control or that of any **Person Employed** or any party who is carrying out work on **Your** behalf where such **Property** is held for the purposes of
    - i. sales, supply, transport or storage
    - ii. work being carried out at **Your** normal place of business or that of the party carrying out the work on **Your** behalf
- 7) the cost of replacing or reinstating defective work but this exclusion shall not apply to accidental **Bodily Injury** or accidental damage to **Property** arising as a consequence of such defective workmanship
- 8) the cost of recalling, altering or making refunds in respect of **Products Supplied** or **Contract Works** executed or the cost of remedying any **Contract Works** executed
- 9) advice, design or specification provided separately for a fee or under a separate contract
- 10) all liability in respect of
  - a) all pollution or contamination of buildings or other structures or of water, land or the atmosphere and
  - b) all loss, damage or **Bodily Injury** directly or indirectly caused by such pollution or contamination
  - c) all costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of or testing for pollutants and their effects, whether or not the above is performed by the **Insured** or third parties

other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

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

**Our** liability for all compensation payable in respect of all pollution or contamination which is deemed to have occurred during the **Period of Insurance** shall not exceed the **Limit of Indemnity** in the aggregate.
- 11) any amount in respect of punitive, exemplary or liquidated damages or under penalty clauses or collateral warranties
- 12) loss of or damage arising out of the failure of a product or any part thereof to fulfil the purpose for which it was intended or to perform as specified, warranted or guaranteed, unless such failure is due to unintentional error in the manufacture, assembly or installation of the product or any part thereof
- 13) liability arising out of or contributed to directly or indirectly by exposure to magnetic, electric or electromagnetic fields or radiation however caused or generated

## Section 3

### Products Liability

In the event of accidental

- a) **Bodily Injury** to any person
- b) loss of or damage to **Property**

occurring within the **Territorial Limits** or anywhere else in the world, other than the United States of America or their possessions or protectorates, caused by any **Products Supplied of Yours** during the **Period of Insurance** and in connection with **The Business**, **We** will indemnify **You** in respect of all sums which **You** shall be legally liable to pay as damages in respect of such event, provided that **We** shall not be liable for any amount exceeding the **Limit of Indemnity** which shall be inclusive of **Costs and Expenses**

### Exclusions applying to Section 3

**We** shall not be liable in respect of

- 1) **Bodily Injury** or loss of or damage from any **Products Supplied** by **You** which are used on or incorporated into or onto any aircraft or aerial device, or are used to control the navigation or safety of any aircraft or aerial device
- 2) **Bodily Injury** sustained by any **Person Employed** arising out of and in the course of their employment by **You**
- 3) **Bodily Injury** or loss of or damage from **Products Supplied** directly or indirectly to the United States of America or Canada or their possessions or protectorates
- 4) all liability in respect of
  - a) all pollution or contamination of buildings or other structures or of water, land or the atmosphere and
  - b) all loss, damage or **Bodily Injury** directly or indirectly caused by such pollution or contamination
  - c) all costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of or testing for pollutants and their effects, whether or not the above is performed by the **Insured** or third parties
- 5) loss of or damage arising out of the failure of a product or any part thereof to fulfil the purpose for which it was intended or to perform as specified, warranted or guaranteed, unless such failure is due to unintentional error in the manufacture, assembly or installation of the product or any part thereof
- 6) any amount in respect of punitive, exemplary or liquidated damages or under penalty clauses or collateral warranties
- 7) all liability arising out of any **Products Supplied Offshore**



## Special Provisions applying to all Sections

### **Joint Insured Provision**

It is hereby noted and agreed that Local Authorities, Public Bodies and Health Boards are noted as joint insured under Section 2 - Public Liability in relation to any contract undertaken by the **Insured** on their behalf, but solely in respect of the negligence of the **Insured**

### **Indemnity to others Provision**

**We** will indemnify **You** and **Your** legal representatives in respect of liability incurred by **You**. **We** will also indemnify at **Your** request

- a) any director or partner
- b) any **Person Employed**
- c) any **Principal** for whom **You** are carrying out a contract for the performance of work, but only to the extent required by the conditions of such contract
- d) the owners of plant hired in by **You** but only to the extent required by the conditions of hire, excluding all physical loss of or damage to hired in plant

In addition, **We** will also indemnify at **Your** request

- a) any officer or member of **Your** canteen, sports, social, educational or welfare organisations established for the benefit of **Persons Employed**
- b) any persons who provide first aid, ambulance, fire or security services in connection with premises occupied by **You**
- c) any director, partner or senior official of **Yours** for whom with **Your** consent a **Person Employed** is undertaking private work, against legal liability arising from the provisions of such services, facilities or work
- d) any financial institution providing funding for the contract **You** are carrying out, but only to the extent required by the conditions of such contract

### **Sanctions Provision**

**We** shall not be deemed to provide cover and **We** shall not be liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

## General Exclusions applying to all Sections

**We** shall not be liable in respect of

- 1) loss or damage to any **Property** or **Bodily Injury** of whatsoever nature, directly or indirectly caused by or contributed to by or arising from
  - a) ionising radiation 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 radioactive matter or of any explosive nuclear assembly or any nuclear component thereof

In respect of **Bodily Injury** caused to a **Person Employed**, this exception shall apply only when **You**, under a contract or agreement, have undertaken to indemnify a **Principal** or have assumed liability under a contract for such **Bodily Injury**, and which liability would not have attached in the absence of such contract or agreement

- 2) any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 3) **Bodily Injury**, loss or damage directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege that by reason of this exclusion, any **Bodily Injury**, loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **You**.

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) claims for or arising from nervous shock, mental anguish or illness, stress or any other psychological condition, unless the condition complained of is accompanied by and arises directly from actual, physical **Bodily Injury**
- 5) claims arising from bullying or harassment, unless the condition complained of is accompanied by and arises directly from actual, physical **Bodily Injury**
- 6) arising from any unfair dismissal of any kind by **You** or **Your** servants or agents
- 7) any **Bodily Injury**, loss or damage
  - a) in connection with any work carried out at a height in excess of 25 metres above ground level (or basement level where the property has a basement), or floor level in the case of work inside a building or structure
  - b) arising out of work where the depth of excavation exceeds 5 metres

## General Exclusions applying to all Sections continued

- 8) any **Bodily Injury**, loss or damage directly or indirectly caused by, resulting from or in connection with demolition work, except involving the demolition of any building or part thereof not exceeding 7.5 metres in height or where such work forms part of an erection, refurbishment or extension contract to be undertaken by **You**
- 9) any **Bodily Injury**, loss or damage arising from
  - a) the construction of or any work in or on railways, railway installations, airports, aerodromes, aircraft, watercraft, blast furnaces, chimney shafts, collieries, dams, gas works, mines, power stations, steeples, towers, tunnels, viaducts, quarries, chemical works, oil refineries or fuel depots or
  - b) the construction, alteration, maintenance or repair of bridges, canals, docks, piers or wharves or
  - c) pile driving, water diversion or sub aqua work
- 10) liability assumed by **You** by agreement, other than by **Contracts or Agreements** as defined, unless such liability would have attached to **You** notwithstanding such agreements
- 11) any **Bodily Injury**, loss or damage arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of asbestos or other materials which **You** know or should have known or had reason to suspect contain asbestos.

This exclusion shall not apply where **You** have an accidental discovery of asbestos and immediately upon discovery ensure all work ceases, and a specific accident causes immediate, actual and identifiable **Bodily Injury**, the definition of which for the purpose of this exclusion alone shall not include illness, disease or mental anguish arising from inhalation, ingestion, consumption, absorption or exposure to asbestos fibres, dust or particles.
- 12) the use of explosives for any purpose
- 13) the loss or damage arising directly or indirectly from the use or misuse of the Internet or any Intranet or Extranet, or caused via **Your** own website, internet site or web address, or via the transmission of mail, plans, designs, photographs or other documents by electronic means
- 14) cyber liabilities associated with or caused by an electronic **System Failure** if a **System Failure** forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability
- 15) loss or damage arising directly or indirectly out of or resulting from pyrite or pyrite contamination, or other contamination of infill material, whether or not there is another cause which may have contributed concurrently or in any other sequence
- 16) any **Bodily Injury**, loss or damage arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of polychlorinated biphenyl or other materials which **You** know or should have known or had reason to suspect contain polychlorinated biphenyl
- 17) any **Bodily Injury**, loss or damage arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling or disposal of materials containing or generating respirable crystalline silica dust or particles or other materials which **You** know or should have known or had reason to suspect contain respirable crystalline silica dust or particles

## General Exclusions applying to all Sections continued

**18) any Bodily Injury**, loss or damage caused by or attributable to

- a) any Fungus(i), Mould(s), mildew or yeast, or
- b) any Spore(s) or toxins created or produced by or emanating from such Fungus(i), Mould(s), mildew or yeast, or
- c) any substance, vapour, gas or other emission or organic or inorganic substance produced by or arising out of any Fungus(i), Mould(s), mildew or yeast, or
- d) any material, product, building component, building structure or any concentration of moisture, water or other liquid within such material, product, building component or building structure that contains, harbours, nurtures or acts as a medium for any Fungus(i), Mould(s), mildew, yeast or Spore(s) or toxins emanating therefrom

regardless of any other cause, event, material, product or building component that contributed concurrently or in any sequence to a claim, loss, suit, injury, damage, **Costs and Expenses**.

For the purpose of this Exclusion, the following Definitions are added:

Fungus(i) includes but is not limited to any plants or organisms belonging to the major group Fungi lacking chlorophyll, and including moulds, rusts, mildews and mushrooms

Mould(s) includes but is not limited to any superficial growth produced on damp or decaying organic matter or on living organisms and Fungi that produced moulds

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any Fungus(i), Mould(s), mildew, plants, organisms or micro-organisms

**19) any Bodily Injury**, loss or damage or costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of, or pollution or contamination arising from, pathogenic or poisonous biological, chemical, radiological or nuclear materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

**20) any Bodily Injury**, loss or damage or costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with the use of fixed woodworking machinery

**21) any Bodily Injury**, loss or damage or costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any stand alone roofing contracts undertaken by the **Insured**

## General Exclusions applying to all Sections continued

### **22) PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) Absolute Exclusion**

Any liability arising directly or indirectly from or in any way connected with PFAS losses as defined within this Exclusion.

This Policy does not provide any liability for:

- 1) Any bodily injury, property damage, personal and advertising injury loss, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS.
- 2) Any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to PFAS, including but not limited to any of the following conducts:
  - a) actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials
  - b) design, manufacture, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS-containing products or materials
  - c) testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to or assessing the effects of PFAS-containing products or materials
  - d) failure to report any PFAS-containing products or materials to authorities
  - e) failure to warn of potential consequences arising from, or the inadequacy of any warning relating to any of the conducts described in a) to d) above.

If the **Insurer** alleges that this Exclusion applies to any claim under this Policy, the burden of proving the contrary shall be upon the **Insured**.

## General Exclusions applying to all Sections continued

For the purpose of this Exclusion, PFAS means:

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) any organic molecule, salt, free radical or ion, the composition of which includes at least one:
  - i) perfluorinated methyl group (-CF<sub>3</sub>); or
  - ii) perfluorinated methylene group (-CF<sub>2</sub>-); or
- b) any breakdown of any organic molecule, salt, free radical or ion, or the composition thereof
- a) any goods, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances
- d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

## General Conditions applying to all Sections

### Payment of Premium Condition

It is a condition precedent to liability under this Policy that

- a) the premium for the Policy or any endorsement attaching to the Policy shall be paid when due
- b) if the premium for the Policy or endorsement is payable by instalments then
  - i. each instalment shall be paid when due or
  - ii. where a notice has been issued requiring the outstanding amount must be paid by a specific date then such payment is made by that date

### Interpretation Condition

This document, the **Schedule**, the endorsements, the **Statement of Fact** and any information provided by **You** following supplementary questions **We** asked shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this document, **Schedule**, Endorsement, **Statement of Fact** or Supplementary Questions **We** asked shall bear such meaning whenever it may appear. Any phrase or word in this policy and the **Schedule**, Endorsements, **Statement of Fact** and Supplementary Questions will be interpreted in accordance with Republic of Ireland legislation.

### Conditions Precedent to Liability Condition

**You** shall fulfil all terms, provisions, Conditions and Endorsements of the Policy in so far as they relate to anything to be done or complied with by **You**. Additionally, the truth of the statements, answers and information supplied in connection with this Policy shall be a condition precedent to any liability of the **Insurer** to indemnify **You** under this Policy.

It is a condition precedent to liability under this Policy that **You** shall check that all subcontractors appointed by **You** hold current Employers', Public and Products Liability Insurance; that the policy provides indemnities at least equivalent to that provided under this Policy and includes an indemnity to **You** as Principal.

It is a condition precedent to any liability of the **Insurer** that **You** do not assume by agreement any liability or potential liability that would not have attached to **You** in the absence of such agreement, including but not limited to the assumption of any liability or potential liability on behalf of any bona fide subcontractor or the waiver of any rights of recourse against any bona fide subcontractor.

### Alteration of Risk Condition

**You** shall give immediate notice in writing to **Us** of any alteration or change affecting the risk insured

### Safety Statement Condition

It is a condition precedent to liability under this Policy that **You** shall have a Safety Statement or otherwise be compliant with Section 20 of the Safety Health and Welfare at Work Act 2005 including Government of Ireland Work Safety Protocol and COVID-19 National Protocol for Employers and Workers

### Safe Pass Condition

It is a condition precedent to liability under this Policy that all **Persons Employed** and any other person for whom the **Insured** is responsible have a valid Safe Pass Registration Card

## General Conditions applying to all Sections continued

### **Safety Health and Welfare at Work Act 2005 Legal Defence Costs Condition**

Irrespective of whether any person has sustained **Bodily Injury**, **We** will at **Your** request pay the **Costs and Expenses** incurred in defending **Your** director, manager, partner or **Person Employed** in the event of such a person being prosecuted for an offence under the Safety Health and Welfare at Work Act 2005 or any similar legislation as applicable (including but not limited to the UK Health and Safety at Work Act 1974 Sections 2-8 only) which occurs during the **Period of Insurance** within the Republic of Ireland or whilst temporarily in Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

**We** will also pay the costs incurred with **Our** written consent in appealing against any judgement given, provided that the indemnity granted hereunder does not

- a) provide for the payments of fines or penalties
- b) apply to prosecutions which arise out of any activity or risk excluded from this insurance
- c) apply to prosecutions consequent upon any deliberate act or omission
- d) apply to prosecutions which relate to the health, safety or welfare of any **Person Employed** unless Section 1 and 2 are operative at the time when the offence was committed

**Your** director, manager, partner or **Person Employed** shall be subject to the terms, Conditions and Exclusions of this document in so far as they can apply

### **Claims Condition**

On the discovery of any circumstance or event which may give rise to a claim under this Policy, it shall be a condition precedent to liability that **You**

1. Shall immediately give written notice to **Us** or **Our** appointed claims representatives
  - (a) of any circumstances which may give rise to a claim being made against **You** and for which there may be liability under this Policy
  - (b) when a claim is actually made against **You** (whether written or oral) for which there may be liability under this Policy
  - (c) immediately **You** have knowledge of any impending prosecution, inquest or fatal accident inquiry in connection therewith
2. Shall as regards such circumstances of which **You** are aware may give rise to a claim being made against **You**
  - (a) provide **Us** or **Our** appointed claims representatives with such particulars and information as **We** may require immediately on request
  - (b) forward to **Us** or **Our** appointed claims representatives immediately on receipt every letter, claim form, writ, summons or other legal process received by **You**
  - (c) give all information and assistance required as soon as practicable, and where **We** or **Our** appointed claims representatives have conduct of proceedings, within such time limits as are specified in any relevant Practice Directions and pre-action protocols as may be issued and approved from time to time or as notified by **Our** legal representatives
  - (d) not make any admission, offer, promise, payment or indemnity by or on **Your** behalf without **Our** prior written consent. **We** shall be entitled at **Our** entire discretion to take over and conduct in **Your** name the defence or settlement of any claim and to prosecute for **Our** own benefit and at **Our** own cost, any claim for indemnity, compensation or otherwise against any other persons. Failure to provide full assistance may result in refusal of indemnity under this Policy.



## General Conditions applying to all Sections continued

### **Reasonable Precautions Condition**

**You** shall take all reasonable precautions

- a) in the selection of **Persons Employed** and subcontractors
- b) to prevent accidents, loss, damage or **Bodily Injury** and to maintain works, machinery, plant and premises in good order and repair
- c) to comply with all statutory obligations and regulations imposed by any authority

### **Application of Heat Condition**

It is a condition precedent to liability under this Policy that the following Conditions must be adhered to on each occasion when working away from **Your** premises that **You** or any person acting on **Your** behalf use any process which involves the application of heat.

### **Electric Oxy-Acetylene or similar Welding or Cutting Equipment Condition**

- a) the immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made from incombustible material
- b) the whole of this segregated area must be adequately cleaned and freed from combustible material before operations begin
- c) immovable combustible materials must be protected by overlapping screens of incombustible material
- d) combustible floors in this area must be liberally covered with sand or protected by coversheets of incombustible material
- e) where work is being carried out in an enclosed area, an additional **Person Employed** or an employee of the occupier shall be present at all times to guard against an outbreak of fire, with a suitable fire extinguisher to hand for immediate use
- f) no work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements
- g) suitable fire extinguishing appliances must be kept available for immediate use at the scene of the operations
- h) before "burning off" metalwork built into or projecting through walls or partitions, an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat
- i) after termination of each period of work and prior to leaving the site, a thorough examination must be made in the area in which the work has been undertaken, to ensure no possibility of ignition or re-ignition

## General Conditions applying to all Sections continued

### **Blow Lamps and Blow Torches, Electrical Paint Strippers and Heat Guns Condition**

- a) suitable fire extinguishing appliances must be kept available for immediate use at the scene of operations
- b) blow lamps and blow torches must be lit as short a time as possible before use and extinguished immediately after use
- c) lit blow lamps, blow torches, electrical paint strippers and heat guns operating under power must not be left unattended
- d) after termination of each period of work and prior to leaving the site, a thorough examination must be made in the area in which the work has been undertaken, to ensure no possibility of ignition or re-ignition

### **Asphalt, Bitumen and Tar Heaters Condition**

- a) all heating of asphalt, bitumen, tar or pitch must be carried out in a suitable vessel in the open using bottled gas
- b) where the vessel is used on a roof, it must be placed on a surface of incombustible material
- c) the vessel must not be left unattended whilst the heating source is lit
- d) after termination of each period of work and prior to leaving the site, a thorough examination must be made in the area in which the work has been undertaken, to ensure no possibility of ignition or re-ignition

### **Burning of Debris Condition**

- a) fires are to be in a cleared area at a distance of at least ten metres from **Property**
- b) fires are not to be left unattended at any time
- c) a suitable fire extinguisher must be kept available for immediate use at the scene of operations

### **Subject to Risk Safety and Training Audit Condition**

If any insurance by the Policy either at inception or subsequent renewal has been granted subject to the completion of a Risk Safety and Training Audit, the continuation of cover after the site audit by the **Insurer** shall be subject to the **Insured** complying with the **Insurer's** acceptance criteria and the completion of any risk improvements required within the time frame agreed with the **Insurer**, otherwise the **Insurer** may at its option invoke the **Cancellation Condition**.

### **Demolition Condition**

It is a condition precedent to liability under this Policy that where demolition work is undertaken by contractors appointed by **You**, all such contractors shall have their own Employers' Liability and Public Liability insurance with limits of indemnity not less than on **Your** insurance and that any terms or conditions on their insurance do not reduce the cover below the level of **Your** insurance

### **Underground Services Condition**

It is a condition precedent to liability under this Policy that prior to undertaking digging or excavation work **You** shall take all reasonable steps to ascertain the position of all pipes, cables and other underground services, including the inspection of plans of all services and in particular plans held by any local or public utility, authority or company

## General Conditions applying to all Sections continued

### **Project Supervisor Construction Stage Condition**

It is a condition precedent to liability under this Policy that **You** comply with the Safety Health & Welfare At Work Act 2005, the Safety Health & Welfare At Work (General Application) Regulations 2007, and Safety Health & Welfare (Construction) Regulations 2013.

**We** reserve the right to ask **You** to satisfy **Us** as to **Your** competence to act as Project Supervisor Construction Stage at any time during the currency of the Policy.

If **You** fail to comply with **Our** request to provide information relevant to such enquiry, or if the information provided is not of sufficient detail or quality to satisfy **Us** as to **Your** competency, **We** will have the right to cancel this cover by sending 14 days' written notice to **Your** last known address or to **Your** Broker, Intermediary or Agent.

### **Adjustment Condition**

It is a condition of the Policy that within 60 days from the expiry of this insurance, **You** shall provide a statement of wages paid to **Persons Employed** by **You**, including self-employed persons and labour only subcontractors, or such other particulars and information as **We** may require (and shall if **We** so request provide an auditor's certificate in support thereof), for the purpose of assessing any premium which may be due to or from **You** or **Us** subject to any minimum premium stated in the **Schedule**. **You** shall keep an accurate record of such particulars which shall be available to **Us** for inspection.

### **Cancellation Condition**

Cancellation by the **Insured** -

i. Cooling off cancellation rights:

The **Insured** has the right to cancel the insurance from inception within 14 days of the receipt of the documents at the start of the insurance ("the cooling off period") if the cover does not meet the **Insured's** requirements by returning all documents and any certificate to the Broker, Intermediary or Agent who arranged the Policy.

The **Insurer** shall return any premium paid in full within 30 days of receipt of the notice of cancellation from the Broker, Intermediary or Agent if the cover is cancelled either before the inception date or within the 14-day cooling off period, provided that no claim has been made or incident advised that could give rise to a claim, otherwise no return of premium will be made. **We** will comply with the Consumer Insurance Contracts Act 2019 if required.

ii. Cancelling the Policy after the cooling off period:

The **Insured** may cancel the insurance at any other time by contacting the Broker, Intermediary or Agent who arranged the Policy.

**We** will refund a percentage of the premium (less any admin fee charged), provided that no claim has been made or incident advised that could give rise to a claim, in proportion to the unexpired **Period of Insurance**, less any costs we may have already incurred in respect of Risk Safety and Training Audit fees. **We** will comply with the Consumer Insurance Contracts Act 2019 if required.

## General Conditions applying to all Sections continued

### Cancellation by the **Insurer** -

#### i. Non-payment of Premium

If the **Insurer** has not received the premium in accordance with the terms of **General Condition - Payment of Premium**, the **Insurer** will cancel the Policy by giving 7 days' notice in writing by letter to the **Insured** at the **Insured's** last known address or to the **Insured's** Broker, Intermediary or Agent.

The insurance will end immediately the 7 days' notice runs out.

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid then the **Insurer** will cancel the insurance from the inception or renewal date.

#### ii. Cancellation for any other reason

The **Insurer** may cancel the Policy or any section or endorsement by giving 14 days' notice in writing by letter to the **Insured** at the **Insured's** last known address or to the **Insured's** Broker, Intermediary or Agent.

The **Insurer** does not have to give a reason for the cancellation although valid reasons for doing so may include but are not limited to the following:

- the **Insured** has not provided to the Broker, Intermediary or Agent the information or documents the **Insurer** has requested as part of the terms and conditions in providing the insurance
- the **Insured** has not met the terms and conditions contained in this document of insurance including those shown on the **Schedule**
- where the **Insured** does not comply with any of the different Policy terms and conditions imposed by the **Insurer** as a result of the identification of misrepresentation as detailed in **Honest and Reasonable Presentation**
- where the Risk Safety & Training audit arranged by the **Insurer** has identified additional risks which were not evident to the **Insurer** prior to the audit, or where the **Insured** has not complied with the **Insurer's** acceptance criteria nor with the timely completion of any risk improvements as detailed in **General Condition - Subject to Risk Safety & Training Audit**
- the **Insured** has behaved in a manner that makes it inappropriate for the **Insurer** to continue the insurance, e.g., the **Insured** harassing or showing abusive or threatening behaviour towards the **Insurer's** staff or the **Insurer's** appointed representatives

The insurance will end immediately the 14 days' notice runs out.

If the **Insured** has just incepted the Policy or renewed the Policy with the **Insurer** and the premium is unpaid then the **Insurer** will cancel the insurance from the inception or renewal date.

The **Insurer** will provide a proportionate return of premium (less any admin fee charged) in respect of the unexpired **Period of Insurance** of the Policy or Section other than in the circumstances listed below:

- a) where the **Insurer** identifies fraud as detailed in **General Condition – Misrepresentation**
- b) where a claim has been made or incident advised that could give rise to a claim

## General Conditions applying to all Sections continued

### **Renewal of Insurance Condition**

**We** shall not be bound to send any notice of the renewal premium becoming due nor to renew this insurance

### **Misrepresentation Condition**

All questions **We** may ask must be answered honestly and with reasonable care. In the event of misrepresentation, **We** may use one of the proportionate remedies available to **Us** under Section 9 of the Consumer Insurance Contracts Act 2019, which includes avoidance of claims.

### **Other Insurance Condition**

This insurance does not apply in respect of any liability which at the time such liability arises, is insured by or would but for the existence of this policy be insured by any other policy or policies

### **Arbitration Condition**

If any difference arises as to the amount to be paid under this Policy (liability and coverage having been otherwise admitted by **Us**), such difference shall be referred to an arbitrator to be appointed by **You** and **Us** in accordance with statutory provisions. Where any difference is referred to arbitration in accordance with this condition, the making of an award shall be a condition precedent to any right of action against **Us**.

### **Observance of Terms Condition**

**You** must comply with the terms, provisions, Conditions and Endorsements of this insurance and the statements in **Your** Broker submission, and any declaration made by **You** or on **Your** behalf must be true, for **Us** to be liable to make any payment under the insurance

### **Discharge of Liability Condition**

**We** may at any time pay the **Limit of Indemnity** (after the deduction of any sum already paid), or any less amount for which a claim or claims can be settled, and shall be under no further liability except for the payment of **Costs and Expenses** incurred prior to the date of payment with **Our** written consent

## General Conditions applying to all Sections continued

### **Subrogation Condition**

Any person seeking indemnity under this insurance shall at **Our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies of theirs or of obtaining relief or indemnity from other parties to which **We** shall be or would become entitled or subrogated, upon **Our** paying for or making good any liability, loss, destruction or damage under this insurance, whether such acts and things shall be or become necessary or required before or after indemnification by **Us**.

**We** will not exercise this subrogation right in cases where **You** might not want **Us** to exercise that right because **You** and the other party are members of the same family or co-habiting (except where the conduct of the other person that gave rise to the loss was serious or wilful misconduct), or a **Person Employed** by **You** (except where the conduct of the **Person Employed** was intentional, reckless and they knew that a loss would probably result.)

If a recovery is made from a third party in respect of claims which may be or have been paid wholly or in part under this insurance, the costs of pursuing the recovery shall first be deducted from the recovery proceeds and repaid to **Us**. The balance shall then be distributed as follows:

(a) **You** receive any sum **You** have paid or lost excluding interest, in respect of which the recovery has been made in excess of the deductible (if applicable) and in excess of all amounts recovered and recoverable under this insurance; then

(b) after payment of the amount referred to in sub-clause (a), **We** receive all sums **We** have paid excluding interest, in respect of the loss which is the subject of the recovery; then

(c) after payment of the amounts referred to in sub-clauses (a) and (b), **You** receive any balance, exclusive of interest

(d) any interest on any recovery made from a third party will be distributed between **You** and **Us** in the same order as outlined in sub-clauses (a) – (c) above.

### **Excess Condition**

**We** shall not be liable for the **Excess** as stated in the **Schedule** or for any lesser amount of each and every claim, including all costs and expenses associated with the investigation and handling of the claim, and it is a condition precedent to **Our** liability under this Policy that **You** must immediately pay **Us** such amount or part of when so requested

### **Duty of Disclosure Condition**

**You** must make **Us** aware of any changes to the answers given before the Policy starts or Policy documents are issued if later.

Failure to disclose may mean that the Policy will not provide **You** with the cover required, a claim may not be paid or the Policy may be declared invalid and void or may be cancelled.

## General Conditions applying to all Sections continued

### **Credit Reference Agencies Condition**

**Your** information may be linked to and **Your** application assessed using credit reference agency records, for example, Irish Credit Bureau, relating to anyone with whom **You** have a joint account or similar financial association

### **Choice of Law Condition**

Both parties to this contract have a choice as to which law should be applied. In the absence of written agreement to the contrary the law of the Republic of Ireland applies to this contract.

The parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

**N|B|S**  
Ireland

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ACCELERANT 