



**TRAVEL AGENTS LIABILITY**  
INSURANCE POLICY DOCUMENT (ROI)

**N|B|S**  
Ireland

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## Travel Agents Liability Policy

Your 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).

The Policy the **Schedule** and any endorsements shall be read together as one contract and this is the contract of Insurance between the **Insured** and the **Insurer**.

**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 authorised and regulated by the Central Bank of Ireland – C441712

## GENERAL CONDITIONS

### 1. FUNDAMENTAL CONDITIONS

The following conditions are fundamental to the operation of the **Certificate**. If they are breached no cover will be provided under the **Certificate**

- a) All statements answers documents and information supplied to the **Insurer** by or on behalf of the **Insured** in connection with this **Certificate** must be truthful and complete
- b) the **Insured** must pay on demand to the **Insurer** all premiums due to the **Insurer** together with all taxes due on the premiums
- c) if any part of the premium for this **Certificate** has been calculated on estimates furnished by the **Insured** the **Insured** shall keep an accurate record containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such record. The **Insured** shall within one month from the expiry of each **Period of Insurance** furnish such particulars and information as necessary to permit the premium adjustment to be calculated and the premium for such period shall thereupon be adjusted and the difference paid on demand by the **Insured**

### 2. OBLIGATIONS OF THE INSURED DURING THE PERIOD OF INSURANCE

**The following conditions must be complied with throughout the Period of Insurance. Any breach by the Insured will allow the Insurer to terminate the Certificate**

Termination shall be from the date of the breach of the condition.

The **Insured** must

- a. give immediate notice to the **Insurer** in writing
  - i. of anything which materially affects the risk **Insured**
  - ii. once the **Insured** has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with anything which may give rise to a claim under this **Certificate**

- b. take all reasonable care to
    - i. prevent accidents
    - ii. maintain all premises plant and equipment and everything used in connection with the **Business** of the **Insured** in proper repair
    - iii. employ only competent **Employees**
    - iv. act in accordance with all statutory obligations and regulations
  - c. on any defect or danger becoming apparent
    - i. either forthwith make good or remedy any such defect or danger or take such additional precautions as the **Circumstances** require to avoid such defect or danger
  - d. ensure that each **Employee**
    - i. wears all suitable relevant and appropriate personal protective equipment whilst involved in any activity organised or supervised by the **Insured**
    - ii. receives all suitable and relevant training in the use of personal protective equipment
    - iii. following completion of any training signs an acknowledgement of receipt and understanding of the training
  - e. maintain personal protective equipment in good condition
  - f. in respect of visits to areas to where the Foreign and Commonwealth Office advises against travel or has warned against non-essential travel comply with the following conditions
    - i. The **Insured** shall carry out thorough specific risk assessments for the tour or part thereof which enters into areas which the Foreign and Commonwealth Office advise against nonessential travel which should encompass security accommodation and transport arrangements medical facilities and evacuation procedures
    - ii. All Foreign and Commonwealth Office statements in respect of regions to which the **Insured** organises tours must be monitored by the **Insured**
    - iii. a written statement is to be provided to each **Customer** in respect of any relevant Foreign and Commonwealth Office advice and confirmation must be received in writing from each **Customer** that they understand and accept the risks irrespective of the advice given by the Foreign and Commonwealth Office
3. **ADMINISTRATIVE CONDITIONS**
- a) The **Insurer** shall be entitled at any time and at its own discretion to
    - i. take over and conduct in the name of the **Insured** the defence of or the settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against all other parties or persons
    - ii. pay to the **Insured** the **Limit of Indemnity** less any **Costs** incurred by the **Insurer** or any lesser sums for which any claim or claims under any Section of this **Certificate** can be settled. In that event the **Insurer** shall not be under any further liability
  - b) If in respect of any claim there is other insurance or indemnity in favour of the **Insured** in force relative to such claim or there would be but for the existence of this **Certificate** the liability of the **Insured** shall be limited to the amount in **Excess** of that which would have been payable (but for the existence of this **Certificate**) in respect of such claim Subject always to the **Limit of Indemnity**
  - c) Where the context allows any word or expression to which a specific meaning has been attached in any part of this **Certificate** shall bear that meaning wherever it may appear
  - d) The **Certificate** will only indemnify the **Insured** against actions for damages brought against the **Insured** within a Court of Law within the Jurisdiction Limits specified in the **Schedule**

## DEFINITIONS

Various terms to which special meanings attached are defined here. To show that such terms have special meanings they appear in bold.

1. **Bodily Injury** means death injury illness or disease
2. **Business** means in addition to the description shown in the **Schedule**
  - a) the ownership and maintenance of premises which are also occupied by the **Insured** in the course of the **Business**
  - b) the provision and management of canteen social sports educational and welfare organisations for the **Insured's Employees**
  - c) the provision and management of first aid fire and ambulance services
  - d) private work carried out with the consent of the **Insured** for any director partner or officer of the **Insured** by an **Employee** of the **Insured**
  - e) participation by the **Insured** in exhibitions held in member countries of the European Community
3. **Certificate** means and includes
  - a) any information provided to the **Insurer** as part of a proposal for issue renewal or amendment of or to the insurance set out in this document
  - b) all endorsements incorporated in and issued from time to time for incorporation in this document
  - c) the Schedule notices and other documents attaching from time to time
  - d) all terms provisions exclusions conditions and Limits of Indemnity set out in this document all of which shall be read together and constitute the contract of insurance
4. **Circumstance** means any **Circumstance** or **Circumstances** of which the **Insured** or any **Employee** had become aware prior to the **Certificate** inception and which the **Insured** or a reasonable person of the **Insured's** profession would at any time prior to the **Certificate** inception have considered may give rise to a claim or allegation against the **Insured**
5. **Costs** means any sum payable in accordance with B C D E or F of the Preamble and Indemnity Clause in the Public and Products liability section
6. **Court Attendance Costs** means all **Costs** and expenses incurred by any director partner or **Employee** of the **Insured** up to a maximum of €250 per day for each day on which attendance by any such person at a court or similar forum is requested by the **Insurer** in connection with a claim for which the **Insured** is entitled to indemnity under any Section of this **Certificate**
7. **Customer** means
  - a) the party (the principal contractor) to whom the **Insured** or an agent or authorised representative of the **Insured** has sold or supplied the **Package Travel Arrangement**
  - b) any other person (the beneficiaries) on whose behalf the principal contractor agrees to purchase the **Package Travel Arrangement**
  - c) any person to whom the principal contractor or any of the beneficiaries are entitled to transfer the **Package Travel Arrangement**

Provided details of the **Customer** are contained in the **Insured's** records of the **Package Travel Arrangement**
8. **Employee** means
  - a) any person under a contract of service or apprenticeship with the **Insured**
  - b) any labour master or labour only sub-contractor or person supplied by any of them
  - c) any self employed person
  - d) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **Insured**
  - e) any person participating in any Government or otherwise authorised work experience training study exchange or similar scheme
  - f) any voluntary or unpaid person

- g) at the request of the **Insured** outworkers or homeworkers employed under contracts to execute personally any work in connection with the **Business**

while engaged in working for the **Insured** in connection with the **Business**

9. **Excess** means the first amount of each and every claim which the **Insured** has to bear after all the terms of the Certificate have been applied
10. **Goods** means any **Goods** or products (including containers labelling instructions or advice provided in connection therewith) which are manufactured sold supplied erected repaired altered treated or installed by the **Insured** in the course of the **Business**
11. **Insured** means
- a) the first named party in the Schedule
  - b) any subsidiary company of the first named party and which is named in the Schedule operating in or from premises in the Republic of Ireland
  - c) in respect of the Combined Liability Section and at the request of the **Insured**
    - i. any director or Employee of the **Insured** while acting on behalf of or in the course of their employment or engagement in respect of liability for which the **Insured** would have been entitled to indemnity under this Certificate if the claim against any such person had been made against the **Insured**
    - ii. any officer member or Employee of the **Insured's** social sports or welfare organisation or fire first aid or ambulance service in their respective capacity as such
    - iii. any director partner or senior official of the **Insured** in respect of private work carried out by any Employee of the **Insured** for any such person with the consent of the **Insured** as defined in General Definition 7.a
  - d) in respect of the Combined Liability Section and in the event of the death of the **Insured** the personal representatives of the **Insured** in respect of liability incurred by the **Insured**
  - e) Provided that if indemnity is extended to any party described in c. or d. above that party shall be subject to the terms of this Certificate so far as they can apply
12. **Insurer** As stated in the **Schedule** of the Subscribing **Insurer**
13. **Legal Representation Fees** means legal fees incurred with the prior written consent of the **Insurer** for representation of the **Insured** in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty the **Circumstances** of which may be the subject of indemnity under the **Certificate**
14. **Limit of Indemnity** means the limit (inclusive of **Costs**) applicable to the relevant Section of this **Certificate** as specified in the **Schedule** and is the maximum amount payable by the **Insurer** irrespective of the number of **Insured** parties who may have a right to indemnity hereunder
15. **Offshore** means from the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an **Offshore** rig or **Offshore** platform until disembarkation by that **Employee** from a conveyance onto land upon return from an **Offshore** rig or **Offshore** platform
16. **Package Travel Arrangement** means the arrangement in any combination of two or more of the following
- a) transport
  - b) accommodation
  - c) other services not ancillary to transport or accommodation
- or any other arrangement of transport or accommodation including other services in connection therewith sold or supplied by the **Insured** or by an agent or authorised representative of the **Insured** in connection with the **Business**
17. **Period of Insurance** means the period specified in the **Schedule** and/or such other period(s) agreed by the **Insurer**
18. **Pollution** means
- a) **Pollution** or contamination by naturally occurring or man-made substances forces organisms or any combination of them whether permanent or transitory and

- b) all loss damage or injury directly or indirectly caused by such **Pollution** or contamination
19. **Property** means **Property** which is both material and tangible
  20. **Prosecution Defence Costs** means all **Costs** and expenses incurred by the **Insured** with the prior written consent of the **Insurer** in connection with a prosecution (including an appeal against conviction resulting from a prosecution) as a result of an alleged offence under any legislation in the Republic of Ireland giving rise to duties in relation to the **Business** and where the **Circumstances** of the alleged offence may otherwise be the subject of indemnity under the **Certificate** provided that the prosecution does not result from a deliberate management decision act or omission of management
  21. **Retroactive Date** means the date specified as such in the schedule
  22. **Schedule** means the **Schedule** for the time being in force
  23. **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(s) of person, 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 and/or to put the public, or any section of the public, in fear

## Combined Liability Section

### Public & Products Liability

#### PREAMBLE AND INDEMNITY CLAUSE

The **Insured** having made to **Insurer** certain statements and provided answers documents and information all of which are declared and agreed to be the basis of this contract and to be incorporated herein and in consideration of the **Insured** paying the Premium to the **Insurer** the **Insurer** will subject to the terms of this **Certificate** indemnify the **Insured** against

- A) All sums which the **Insured** shall become legally liable to pay as damages within the Scope of Cover as defined in any Section to which this **Certificate** applies and which arise in connection with the **Business**.
- B) Claimants **Costs** and expenses arising in respect of any claim against the **Insured** which may be the subject of indemnity under this **Certificate**
- C) All **Costs** and expenses incurred by or with the written consent of the **Insurer** in respect of any claim against the **Insured** which may be the subject of indemnity under this **Certificate**
- D) **Legal Representatives Fees**
- E) **Prosecution Defence Costs**
- F) **Court Attendance Costs**

#### 1. SCOPE OF COVER

- a. Accidental **Bodily Injury** to any person
- b. Accidental loss of or damage to **Property**
- c. Accidental obstruction loss of amenities trespass nuisance or interference with any right of way light air or water happening anywhere within the Geographical Limits of this Section during the **Period of Insurance**

#### 2. EXCLUSIONS

The **Insurer** shall not indemnify the **Insured** under this Section against liability

- b) for loss or damage to **Property** belonging to the **Insured** or in the care custody or control of the **Insured** other than
  - i. **Property** belonging to an **Employee** or visitor to the **Insured's** premises
  - ii. Any premises including contents (not being premises leased to the **Insured**) which are temporarily occupied by the **Insured** for the purpose of carrying out work in or to such premises
- c) arising from the ownership possession or use under the control of the **Insured** or any **Employee** of the **Insured** of
  - i. any mechanically propelled vehicle

However this part of this exclusion shall not apply in respect of **Bodily Injury** or loss of or damage to **Property** arising in **Circumstances** where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and the **Insured** is not entitled to indemnity under any other insurance or indemnity

- ii. any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)

but this exclusion shall not apply in respect of liability attaching to the **Insured** by virtue of the action or omission of any supplier of services under a **Package Travel Arrangement** sold



or supplied to a **Customer** provided that the vehicle or craft is not under the ownership or control of the **Insured**

- d) caused by or arising from
  - i. advice design or specification given for a fee or in **Circumstances** where a fee would normally be charged
  - ii. professional services rendered

by or on behalf of the **Insured**

- e) caused by or in connection with any **Goods** which are manufactured sold supplied erected repaired altered treated or installed in or for use in or on any aircraft aero spatial device hovercraft or waterborne craft or for marine or aviation purposes
- f) in respect of any refund or repayment of the purchase price or any part thereof in respect of **Goods**

### 3. GEOGRAPHICAL LIMITS TO SUB-SECTION

- a) The Republic of Ireland and **Offshore** installations within the continental shelf around the Republic of Ireland
- b) Elsewhere in the world but only in connection with the **Business** carried on by the **Insured** at or from any premises situated in the Republic of Ireland
- c) Elsewhere in the world as specified under the Geographical Extension in the Policy **Schedule**.

### 4. EXTENSIONS

Unless expressed to the contrary the Extensions to this Section are subject to all other terms of this **Certificate** so far as they can apply

- a) DEFECTIVE PREMISES ACT 1972 or DEFECTIVE PREMISES (NORTHERN IRELAND) ORDER 1975

The **Insurer** will indemnify the **Insured** under this Section against legal liability in respect of **Bodily Injury** or loss of or damage to **Property** arising in respect of any premises disposed of by the **Insured**

However this indemnity shall not apply in respect of loss of or damage to or any **Costs** or expenses incurred in repairing replacing or making any refund in respect of any such premises

- b) LEASED PREMISES

The **Insurer** will indemnify the **Insured** under this Section against legal liability for loss of or damage to premises or fixtures or fittings thereof which are leased to the **Insured**

However this indemnity shall not apply in respect of liability for

- i. loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement
  - ii. the first €250 of such loss or damage caused otherwise than by fire or Explosion
- c) CONTINGENT LIABILITY(NON-OWNED VEHICLES)

The **Insurer** will indemnify the **Insured** under this Section in respect of legal liability for **Bodily Injury** and loss of or damage to **Property** arising out of the use of any motor vehicle which is neither the **Property** of nor provided by the **Insured** being used in connection with the **Business**

However this indemnity shall not apply in respect of

- i. loss of or damage to any such vehicle
- ii. **bodily Injury** or loss of or damage to **Property** while such vehicle is being driven by the **Insured**
- iii. **Bodily Injury** or loss of or damage to **Property** while such vehicle is being driven with the general consent of the **Insured** or of their representative by any person who to the knowledge of the **Insured** or such representative does not hold a licence to drive such

vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

- iv. Liability arising from **Circumstances** in which it is compulsory for the **Insured** to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation
- v. A vehicle being used within the United States of America or Canada

For the purposes of this Extension the **Insured** shall be defined in General Definitions 11.a and 11.b only

d) TRAVEL AGENTS EMERGENCY ASSISTANCE

The **Insurer** will indemnify the **Insured** under this Extension in respect of

- i. **Costs** or expenses incurred by the **Insured** in providing emergency assistance to any **Customer** or in the event of death of any **Customer** their legal personal representative(s) where such **Customer** sustains **Bodily Injury** outside the Republic of Ireland and such **Bodily Injury** arises out of an activity which does not form part of the **Package Travel Arrangement** sold or supplied by the **Insured** and which results other than through the fault of the **Insured** or an agent or authorised representative of the **Insured**

Provided that

- i. the **Insurer** shall not indemnify the **Insured** in respect of
  1. legal Costs and other expenses
  2. the first €250 in respect of any one **Customer** or the first €1,000 of all **Customers** of any one **Package Travel Arrangement**
- ii. the **Insurer** shall be entitled to take over and prosecute for its own benefit any claim for the recovery of any sums which are paid under the terms of this Extension against any person including a **Customer** or in the event of the death of a **Customer** their legal personal representative(s) and the **Insured** shall give all information and assistance as is required
- iii. the maximum amount payable by the **Insurer** in respect of all claims from all **Customers** arising from or whilst participating in the **Package Travel Arrangement** shall not exceed €5,000
- iv. nothing in this Extension shall increase the liability of the **Insurer** to pay any amount in **Excess** of the **Limit of Indemnity** under this section of this **Certificate**

e) LIMIT OF INDEMNITY TO PUBLIC & PRODUCTS LIABILITY SECTION

The liability of the **Insurer** in respect of all claims arising out of one original cause shall not exceed the **Limit of Indemnity** irrespective of the number of claims or claimants or the number of **Insured** parties who may have a liability in respect of such claim except that in respect of all claims caused by **Goods** the liability of the **Insurer** shall not exceed the **Limit of Indemnity** specified in the **Schedule** during the **Period of Insurance**

## Professional Indemnity (Claims Made) Insurance

### 1. SCOPE OF COVER UNDER THIS SECTION

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as damages in respect of claims made and notified in writing during the **Period of Insurance** for breach of professional duty in the course of the **Insured's Business** by reason of any neglect error or omission occurring or committed in good faith by the **Insured**

### 2. EXCLUSIONS TO PROFESSIONAL INDEMNITY (CLAIMS MADE) INSURANCE

The **Insurer** shall not indemnify the **Insured** in respect of

- a. liability arising out of or in connection with the effecting or maintenance of insurance and/or the provision of finance or advice on financial matters
  - b. claims made by a Partner Director or **Employee** of the **Insured** or other financially interested party in the **Business**
  - c. liability arising from or in connection with dishonest malicious illegal or fraudulent acts committed by the **Insured** or any **Employee** or agent
  - d. liability caused by or arising from or in connection with defamation whether proven or not
  - e. liability arising from or in connection with the insolvency or bankruptcy of the **Insured** or of any other tour operator or any travel agent or supplier of services
  - f. liability arising from or in connection with passing off or infringement of patent copyright design trademark or trade name or intellectual **Property** rights
  - g. any claim made against the **Insured** or **Circumstance** which could give rise to a claim known to the **Insured** prior to the inception of this **Certificate**
  - h. any claim made against the **Insured** or **Circumstance** notified by the **Insured** under any other insurance prior to the inception of this **Certificate**
  - i. claims for which the **Insured** are entitled to indemnity under any other insurance
  - j. claims made for **Bodily Injury** or loss of or damage to **Property**
  - k. arising out of based upon , attributable to or in any way involving any neglect , error or omission which first takes place before the **Retroactive Date**
- ### 3. GEOGRAPHICAL LIMITS FOR PROFESSIONAL INDEMNITY (CLAIMS MADE) SECTION
- a. The Republic of Ireland and **Offshore** installations within the continental shelf around the Republic of Ireland
  - b. Elsewhere in the world but only in connection with the **Business** carried on by the **Insured** at or from any premises situated in the Republic of Ireland
  - c. Elsewhere in the world as specified under the Geographical Extension in the Policy **Schedule**.

### 4. EXTENSIONS TO PROFESSIONAL INDEMNITY (CLAIMS MADE) SECTION

Unless expressed to the contrary the Extensions to this Section are subject to all other terms of this **Certificate** so far as they can apply

#### Sale of Travel Insurance Extension

Notwithstanding the provisions of Exclusion 2.a of this Section **Insurer** will indemnify the **Insured** against legal liability arising out of the sale of travel insurance. The maximum amount payable by the **Insurer** in respect of this Extension shall not exceed the amount shown in the Policy **Schedule**.

The **Insurer** shall not indemnify the **Insured** in respect of claims arising out of or in connection with the insolvency of any Insurer

It is a condition precedent to liability of the **Insurer** that the **Insured** must ensure that

- a. all persons retailing travel insurance have undergone fully documented training by approved persons and hold the appropriate Financial Services Authority or Central Bank of Ireland approval status
- b. each Policyholder must confirm that they understand the pre-existing medical condition clause and confirmation of this must be documented
- c. each Policyholder must be made aware of the participation in hazardous activities conditions and the travel insurance exclusions relating thereto

5. **LIMIT OF INDEMNITY TO PROFESSIONAL INDEMNITY (CLAIMS MADE) SECTION**

The liability of the **Insurer** for all sums payable in respect of any one **Period of Insurance** shall not exceed the **Limit of Indemnity** irrespective of the number of claims or claimants or the number of **Insured** parties who may have a liability in respect of such claim

## **GENERAL EXTENSIONS**

Unless expressed to the contrary these General Extensions are subject to all other terms of this **Certificate** so far as they can apply

1. **GENERAL EXTENSION – CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL**

Notwithstanding the provisions of General Exclusion 1 the **Insurer** will indemnify the **Insured** under the Public and Products Liability Section of this **Certificate** against liability in respect of **Bodily Injury** or loss of or damage to **Property** as follows. To the extent that any contract or agreement entered into by the **Insured** with any Principal so requires the **Insurer** will indemnify the **Insured** against liability assumed by the **Insured** and the Principal in like manner to the **Insured** in respect of the liability of the Principal where liability arises out of the performance by the **Insured** of such contract or agreement

Provided that

- b) the conduct and control of claims is vested in the **Insurer**
- c) the Principal shall observe fulfil and be subject to the terms of this **Certificate** so far as they can apply
- d) the indemnity shall not apply in respect of liquidated damages or any penalty clause
- e) the indemnity shall not apply in respect of loss or damage against which the **Insured** is required to effect insurance under the terms of the Joint Contracts Tribunal Standard Form of Building Contract 1963 Edition Clause 19 (2) (a), 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any other form of contract requiring a similar indemnity
- f) where indemnity is granted to any Principal the **Insurer** will treat each Principal and the **Insured** as though a separate **Certificate** had been issued to each of them
- g) nothing in this Extension shall increase the liability of the **Insurer** to pay any amount in **Excess** of the **Limit of Indemnity** which will apply in respect of all claims arising out of one original cause irrespective of the number of parties indemnified under any Section of this **Certificate**

For the purpose of this Extension Principal means the other party to a contract or agreement for whom the **Insured** is undertaking work or services or providing **Goods** where such party is responsible for setting out the terms of the contract or agreement

## 2. GENERAL EXTENSION – CROSS LIABILITIES

If the **Insured** named in the **Schedule** comprises more than one party the **Insurer** will treat each party as though a separate **Certificate** had been issued to each of them. However nothing in this Extension shall increase the liability of the **Insurer** to pay any amount in **Excess** of the **Limit of Indemnity** which will apply in respect of all claims arising out of one original cause irrespective of the number of parties indemnified under any Section of this **Certificate**

## 3. GENERAL EXTENSION – SUDDEN AND UNINTENDED POLLUTION

Notwithstanding the provisions of General Exclusion 6.e. the **Insurer** will indemnify the **Insured** under the Public and Products Liability Section of this **Certificate** against legal liability in respect of either **Bodily Injury** or loss of or damage to **Property** caused solely by **Pollution** which results from a sudden identifiable unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that

- a. all **Pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- b. the **Insurer** shall not indemnify the **Insured** under this Extension against any liability in respect of **Pollution** happening anywhere in the United States of America or Canada
- c. nothing in this Extension shall increase the liability of the **Insurer** to pay any amount in **Excess** of the **Limit of Indemnity** under any Section of this **Certificate**
- d. the liability of the **Insurer** for all compensation payable in respect of all **Pollution** which is deemed to have occurred during the **Period of Insurance** shall not exceed in the aggregate the amount specified in the **Schedule** as the **Limit of Indemnity**

## EXCLUSIONS APPLICABLE TO ALL SECTIONS

1. the **Insurer** shall not indemnify the **Insured** against any liability which is assumed by the **Insured** by agreement unless such liability would have attached in the absence of such agreement
2. the **Insurer** shall not indemnify the **Insured** under this **Certificate** against any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. the **Insurer** shall not indemnify the **Insured** under this **Certificate** against liability for
  - a. punitive exemplary aggravated or restitutionary damages
  - b. multiple damages but this exclusion shall not apply in respect of the original award of damages made prior to the application of the multiplier
  - c. any fine or penalty
4. the **Insurer** shall not indemnify the **Insured** under this **Certificate** against any liability of whatsoever nature directly or indirectly caused by or happening through or in consequence of:

War invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion insurrection act of **Terrorism** or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **Property** by or under the order of any Government or Public or Local Authority or any action taken in controlling preventing suppressing or in any way relating to any of the above

If the **Insurer** allege that by reason of this exclusion any loss injury damage cost or expense is not covered by this **Certificate** the burden of proving the contrary shall be upon the **Insured**

5. the **Insurer** shall not indemnify the **Insured** in respect of their legal liability directly or indirectly arising out of resulting from in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity

Except in respect of Section 1 to the extent that it is necessary to comply with the minimum requirements of the law in the **United Kingdom** of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to **Employees**

6. the **Insurer** shall not indemnify the **Insured** under either the Public & Products or the Professional Indemnity Section of this **Certificate** against liability
  - a. in respect of **Bodily Injury** to any **Employee** which arises out of and in the course of their employment or engagement by the **Insured**
  - b. for any sums for which the **Insured** is or becomes liable to pay as a result of any claim(s) made against the **Insured** or for any **Costs** or expenses of any kind from any liability arising directly or indirectly out of loss of alteration of or damage to or a reduction in the functionality availability or operation of a computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of the **Insured's** e-activities For the purpose of this exclusion e-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by the **Insured** or by any person persons partnership firm or company acting for the **Insured** or on the **Insured's** behalf.
  - c. In respect of loss of or damage to **Goods**
  - d. for any **Costs** or expenses incurred in repairing replacing recalling or making any refund in respect of **Goods**
  - e. in respect of **Pollution**
7. Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this policy, within any endorsement to this policy or any extension to this policy, this policy and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, claim, cost or expense (whether such loss, damage, liability, claim, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses
- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) any mutation of or variation of a), b) or c) above;
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- f) any fear or anticipation of a), b), c), d) or e) above
- g) any government advice, instruction, restriction(s) or legal requirement(s) put in place in respect of
- h) a), b), c), d), e) or f) above.

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

## 8. TOTAL CYBER EXCLUSION

The Insurer shall not be liable to make any payment in respect of any Claim or Circumstance or Loss or other matter directly arising out of:

- a) Computer Viruses;
- b) Security Breaches;
- c) Cyber Extortion;
- d) Cyber Terrorism;
- e) loss or damage of or to computer software or computer hardware or any Digital Assets;
- f) a Denial of Service Attack

For the purpose of this exclusion the following definitions are applicable:

**Computer System** means interconnected electronic, wireless, web or similar systems used to process and store electronic data

**Computer Viruses** shall include (but not be limited to) a virus, malicious code or worm which either damages the Insured's Network or allows unauthorised use of or access to any **Digital Asset**.

**Cyber Extortion** shall mean any threat, including a demand for funds, directed to an Insured to avoid corruption, damage or introduction of a **Computer Virus** or a Denial of Service Attack.

**Cyber Terrorism** shall mean an act or series of acts of any natural person or group(s) of persons, whether acting alone or on behalf of or in connection with any third party organisations, committed for political, religious, personal or ideological purposes including but not limited to the intention to influence any government and/or put the general public in fear for such purposes by using activities perpetrated electronically or otherwise that are directed towards the destruction, disruption or subversion of communications and information systems, infrastructure computers, **Digital Assets**, the internet, telecommunications or electronic networks and/or its content or sabotage and/or threat there from.

**Denial of Service Attack** shall mean any unlawful attempt by a party to temporarily or indefinitely interrupt or suspend service to a **Digital Asset**.

**Digital Assets** shall mean any of the Insured's computer or mobile devices or other electronic data processing device, equipment or system, any hardware, software, programme, instruction, data or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing. **Digital Assets** shall also include the Insured's Computer System.

**Security Breaches** shall mean any unauthorised access or unauthorised use of **Digital Assets**

## 9. Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any Loss or Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Loss or Claim or provision of such benefit would expose the **Insurer** 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 Conditions

Conditions are precedent to liability under this insurance

### 1. Identification

- a) The **Certificate Schedule** and all Endorsements are to be read as one contract and any words or expressions to which a specific meaning has been attached in
  - i. the General Definitions shall have the same meaning wherever they appear except where amended by sectional definitions
  - ii. each Section of the **Certificate** shall have the same meaning wherever they appear in that Section
- b) Any Section stated to be not **Insured** in the **Schedule** shall be inoperative

### 2. Payment of Premium

The **Insured** shall pay the premium on demand

### 3. Honest & Reasonable Presentation

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 (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.

For the purposes of clause (a) above, the **Insured** is expected to know the following:

- i) If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
- ii) 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.
- iii) 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** are set out below.

- a) If the **Insured's** breach of the duty of honest and reasonable presentation is negligent, deliberate or reckless:
  - i) The **Insurer** may avoid the contract, and refuse to pay all claims;
  - 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  $X = (\text{premium actually charged/higher premium}) \times 100$ .
- b) If the **Insured's** breach of the duty of honest and reasonable presentation is not negligent, deliberate or reckless, 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:

#### **4. Reasonable Precautions**

The **Insured** must

- a. take all reasonable precautions to avoid or minimise the risk of loss destruction damage injury disease and to prevent the sale or supply of **Goods** which are defective in any way as if this **Certificate** were not in force and ensure that all reasonable safeguards and precautions against accident injury and disease are provided and used
- b. exercise all reasonable care in seeing that the tools plant machinery and appliances used in the **Business** are substantial and sound and in proper order and fit for the purpose that they are used

#### **5. Limit of Liability**

The **Insurer** shall not be liable for more than the sum **Insured** stated in the **Schedule** in respect of each loss or series of losses arising out of one event at each location nor for more than the smaller sums for certain items as stated in the **Schedule**

#### **6. Claims Conditions**

The following conditions explain the actions and co-operation required by the **Insured** regarding the handling of claims. These Claims Conditions are conditions precedent to liability and no claim will be paid unless full and complete adherence to these conditions is maintained by the **Insured**.

These Claims Conditions shall apply notwithstanding any sums borne by the **Insured** as an **Excess** or deductible unless agreed otherwise in writing by the **Insurer**

- a. the **Insured** shall:
  - i. give notice to the **Insurer** as soon as practicably possible of anything which may give rise to a claim being made against the **Insured** and for which there may be liability under this **Certificate**
  - ii. promptly provide the **Insurer** with such particulars as the **Insurer** may require in connection therewith
  - iii. forward unanswered by the **Insured** to the **Insurer** immediately on receipt every letter writ summons and process in connection therewith
  - iv. give all information and assistance required by the **Insurer** in connection therewith

- v. neither make any admission of liability nor any offer promise or payment in connection therewith without the written consent of the **Insurer**
  - vi. in addition to full and complete adherence to the above Claims Conditions promptly provide all information to and co-operation with **Insurer** or their appointed agents to enable **Insurer** to comply with any relevant Practice Directions and Pre-Action Protocols as may be in being at any time.
- b. if the **Insured** makes a claim knowing the same to be false or fraudulent as regards amount or otherwise this **Certificate** shall become void and all claims hereunder shall be forfeited

**7. Non Contribution**

This **Certificate** does not cover any loss destruction damage or liability which at the time of happening of such loss destruction damage or liability is also covered in whole or in part by any other insurance or would but for the existence of this **Certificate** be covered by any other insurance except in respect of any **Excess** beyond the maximum amount which would be payable under such other insurance had this **Certificate** not been effected.

**8. Alterations and Increase in Risk**

- a. The **Insured** shall give the **Insurer** immediate notice in writing of any alterations to the risk **Insured**
- b. This **Certificate** shall be void and all premiums paid thereon forfeited to the **Insurer** if the risk be materially increased without the assent of the **Insurer** being signified in writing

**9. Contracts (rights of Third Parties) Act 1999 Clarification**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**10. Data Protection Notice**

The **Insurer** may store the **Insured's** information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). The **Insurer** will only disclose the **Insured's** personal details to third parties if it is necessary for the performance of the **Insured's** contract with the **Insurer**.

In order to assess the terms of the insurance contract or administer claims that arise, the **Insurer** will need to collect data that the Data Protection Act defines as sensitive such as medical history or criminal convictions. By proceeding with this contract the **Insured** will signify their consent to such information being processed by the **Insurer** or their agents.

The **Insurer** will keep the **Insured's** information secure at all times. In certain circumstances, for example for systems administration purposes, the **Insurer** may have to transfer the **Insured's** information to another country, which may be a country outside the European Economic Area ("EEA"). By proceeding with this insurance application, the **Insurer** will assume the **Insured** is agreeable to the **Insurer** transferring the **Insured's** information to a country outside the EEA.

**11. Cancellation**

The **Insurer** may cancel this **Certificate** by sending 14 days written notice to the **Insured** or the **Insureds** Agent whereupon the **Insured** shall become entitled to a refund of a proportionate part of the premium subject to retention by the **Insurer** of any minimum premium under this **Certificate** or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with General Condition 14

## 12. Adjustment of Premium

If any part of the premium for any Section of this **Certificate** has been calculated on estimates furnished by the **Insured** the **Insured** must keep an accurate record containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such record. The **Insured** shall within one month from the expiry of each **Period of Insurance** furnish to the **Insurer** such particulars and information as the **Insurer** may require and the premium for such period shall be adjusted and the difference paid by the **Insured** or allowed to the **Insured** as the case may be subject to the retention by the **Insurer** of any minimum premium under the Sections of this **Certificate**.

Should the **Insured** fail to supply such a statement within one month of the expiry of the **Period of Insurance** the **Insurer** shall be entitled if they so wish to charge an additional premium in respect of that **Period of Insurance**.

## 13. Observance of Terms

The due observance and fulfilment of the terms conditions and endorsements of this **Certificate** in so far as they relate to anything to be done and/or complied with by the **Insured** and the truth of the statements and the answers in the proposal and/or declaration made by or on behalf of the **Insured** (which shall be the basis of this insurance and is deemed to be incorporated herein) shall be conditions precedent to any liability of the **Insurer** to make payment under this **Certificate**.

## 14. Interpretation

Any phrase or word in this **Certificate** and the **Schedule** will be interpreted in accordance with the law of the Republic of Ireland.

## 15. Jurisdiction Clause

This Policy is governed by the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction in relation to any dispute about or in connection with this Policy.

## 16. Asbestos Endorsement

- a) This Insurance only insures asbestos physically incorporated in an **Insured** building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically damaged during the **Period of Insurance** by one of these Listed Perils:

Fire, Lightning, Explosion, Aircraft, Riot or Civil Commotion, Earthquake, Subterranean Fire, Storm or Flood, Escape of Water, Impact, Sprinkler Leakage, Subsidence.

This coverage is subject to all limitations in the **Certificate** to which this endorsement is attached and in addition to each of the following specific limitations:

- i. The said building or structure must be **Insured** under this Insurance for damage by a Listed Peril.
- ii. The Listed Peril must be the immediate sole cause of the damage to the asbestos.
- iii. The **Insured** must report to the **Insurer** the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However this Insurance does not insure any such damage first reported to the **Insurer** more than 12 (twelve) months after the expiration, or termination, of the **Period of Insurance**.
- iv. This Insurance shall provide no cover (whether for physical damage, **Business** interruption, delay of repair or other consequential loss) in respect of:
- v. wear and tear or inherent defect, quality or vice in or of any asbestos;

vi. any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design, manufacture, installation, use, retention, treatment, management, repair, replacement or removal of any asbestos (damaged or otherwise);  
or

vii. any asbestos which the Listed Peril has not physically damaged.

b) Except as set forth in the foregoing Part A of this endorsement, this Insurance does not insure asbestos or any interest relating thereto.

b) Public & Products Liability Section – General Exclusion 5 applies.

## USEFUL INFORMATION

### How to Make a Claim

Please telephone the dedicated claims line (+44) 1274 518383

For emergency out of hours major loss notifications please telephone (+353) 14 852 980

Please do not use this number for general claims notifications or queries which should be to (+44) 1274 518383

### 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**

**Telephone: (+353) 14 852 980**

**E-mail: [info@lcsi.ie](mailto:info@lcsi.ie)**

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)

**13-18 City Quay, Dublin 2, D02 ED70**

**E-mail: [info@nbsireland.com](mailto:info@nbsireland.com)**

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  
D02 VH29

**Tel: (+353) 15 677 000**

**Fax: (+353) 16 620 890**

**Email: [info@fspoi.ie](mailto:info@fspoi.ie)**

**[www.fspoi.ie](http://www.fspoi.ie)**

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

**N|B|S**  
Ireland

E: [info@nbsireland.com](mailto:info@nbsireland.com)

W: [www.nbsireland.com](http://www.nbsireland.com)

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