



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



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## 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 authorised and 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**.

### Keeping the Insurer Informed

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

without delay if the Insured becomes aware that information the Insured has given the Insurer is inaccurate;

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, or disclosure of 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 insurers 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/>

This insurance is administered by NBS Commercial Ltd and underwritten by Accelerant Insurance Europe SA, Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels, Registered in Belgium (Company number 0758.632.842) is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2

## Complaints Notice

### **Complaint handling arrangements**

We aim to provide our clients with a high standard of service. Consequently, should we fail to meet your expectations; we will aim to resolve your concerns promptly and fairly.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your broker. In the event that you remain dissatisfied and wish to escalate any complaint, you can do so at any time by referring the matter to:

**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)**

Should you remain dissatisfied with your final response from NBS Commercial Limited or if you have not received a final response within forty (40) business days of the complaint being received by them, you may be eligible to refer your complaint to the Financial Services and Pension Ombudsman (FSPO). Details on eligibility and process to pursue a complaint with the FSPO is available on its website, [www.FSPO.ie](http://www.FSPO.ie)

The contact details are as follows:

Financial Services and Pensions Ombudsman

Lincoln House

Lincoln Place

Dublin 2 D02 VH29

Ireland

Tel: +353 1 567 7000

Email@ [info@fspoi.ie](mailto:info@fspoi.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 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 incurred with Our written consent for Your legal representation at
  - I. any coroner's inquest or fatal accident enquiry
  - 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

### **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 the following sections

- I. a person under a contract of service or apprenticeship with You
- II. a person under a work experience training scheme
- III. a labour master or labour only sub- contractor or any person supplied or employed by them
- IV. a self- employed person
- V. 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
- VI. 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



### **Property**

Physical tangible things only

### **Schedule**

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

### **System Failure**

System Failure shall mean malfunction or non-function of any mechanical and/or electronic system or loss of control (whether or not Your property) caused by

- (i) the response of a Computer to any date or date change or
- (ii) the failure of a Computer to respond to any date or date change or
- (iii) the loss of or denial of access to any of Your own or third party data or
- (iv) any loss of or Damage to or change or corruption in data or software on a Computer or Computer system or
- (v) any Computer virus or hacking into or degradation of or 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 or processes or receives or stores electronic instructions or information

### **Territorial Limits**

- a) anywhere within the Republic of Ireland Great Britain Northern Ireland the Channel Islands 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 employees 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

### **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.

## Section 1

### Employers' Liability

In the event of **Bodily Injury** caused to a Person Employed within the Republic of Ireland 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

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 or 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 his 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 his personal representatives shall give all information and assistance required

### Exclusions applying to Section 1

#### 1. Exclusion of Motor Risk

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

- (i) the Republic of Ireland Road Traffic Act 1961 or any subsequent legislation amending or replacing such Act or Order
- (ii) 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

#### 2. Exclusion of Offshore & Rig work Risk

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

## **RIGHTS OF RECOVERY**

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 and Northern Ireland the Channel Islands or the Isle of Man may require 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 water or other easement

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

### **Motor Contingent Liability**

We will indemnify You within the terms of this Section in respect of legal liability for **Bodily Injury** or damage to Property caused by or 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 license to drive such a vehicle unless such a person has held and is not disqualified from holding or obtaining such a license
  - IV. used elsewhere than in the Republic of Ireland or 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

### **Movement of Obstructing Vehicles**

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**

Where You are legally liable for loss of or damage to premises (or fixtures or fittings thereof) 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 or Rented Premises**

If You have leased or rented premises for a purpose other than occupancy by You We will indemnify You against liability for loss of or damage to the 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

### **Cross Liability**

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

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

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

### **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 his employment by You
- 2) **Bodily Injury** or loss of or damage to Property arising out of any Product 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 Tenants Liability for Leased Hired or Rented Premises extension
- 4) loss or damage to Property which is in Your custody or control other than
  - I. the personal effects of any Person Employed
  - II. 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
  - III. 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 or helipad or 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
- 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 or land or the atmosphere and
  - b) all loss or 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 is used on or incorporated into or onto any aircraft or aerial device or is 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 his employment by You
- 3) **Bodily Injury** or loss of or damage from Products Supplied directly or indirectly to the United States of America and/or Canada and/or their possessions or Protectorates
- 4) All liability in respect of
  - a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
  - b) all loss or 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 and Products Supplied Offshore

## Special Provisions applying to all Sections

### **Joint Insured**

It is hereby noted and agreed that Local Authorities and/or Public Bodies and/or 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**

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

- I. any director or partner
- II. any Person Employed
- III. 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
  
- IV. the owners of plant hired in by You but only to the extent required by the conditions of hire but excluding all physical loss of or damage to hired in plant

In addition We will also indemnify at Your request

- I. any officer or member of Your canteen sports social educational or welfare organisations established for the benefit of Persons Employed
- II. any persons who provide first aid ambulance fire or security services in connection with premises occupied by You
- III. 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
- IV. 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**

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 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 and/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 and/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
  - I. 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
  - II. arising out of work where the depth of excavation exceeds 5 metres

- 8) any **Bodily Injury** loss or damage 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 contains asbestos
- This exclusion shall not apply where if You have an accidental discovery 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 or disease or mental anguish arising from inhalation of and/or ingestion and/or consumption of and/or absorption of and/or exposure to asbestos fibres and/or dust and/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 and / or Extra-net and/or caused via Your own website or internet site or web address and/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 and 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 the Insured knows or should have known or had reason to suspect contains 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 and/or particles or other materials which You know or should have known or had reason to suspect contains respirable crystalline silica dust and/or particles

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

- 1 any Fungus(i) Mould(s) mildew or yeast or
- 2 any Spore(s) or toxins created or produced by or emanating from such fungus(i) Mould(s) mildew or yeast or
- 3 any substance vapour gas or other emission or organic or inorganic body substance produced by or arising out of any Fungus(i) Mould(s) mildew or yeast or
- 4 any material product building component building structure or any concentration of moisture water or other liquid within such material product building component building or 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 and/or building component that contributed concurrently or in any sequence to that claim loss suit injury damage Costs and Expenses

For the purpose of this Exclusion the following Definitions are added this definition

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 pathogenic or poisonous biological or chemical 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 standalone roofing contracts undertaken by the Insured

## General Conditions applying to all Sections

### **Interpretation**

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**, 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**, Supplementary Questions will be interpreted in accordance with Republic of Ireland legislation

### **Conditions Precedent to Liability**

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 company to indemnify You under this policy

It is hereby noted and agreed that it is a condition precedent to Liability that you shall check that all sub-contractors appointed by the Insured hold current Employers' and Public / Products Liability Insurance and that the policy provides indemnities at least equivalent to that provided under this policy

### **Alteration of Risk**

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

### **Safety Statement**

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/ COVID -19 National Protocol for Employers and Workers

### **Safe Pass**

It is a condition precedent to liability under this policy that all Employees and any other operative for whom the Insured is responsible have a valid Safe Pass Registration Card

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

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 or partner or Person Employed in the event of such a person being prosecuted for an offense 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

- I. provide for the payments of fines or penalties
- II. apply to prosecutions which arise out of any activity or risk excluded from this insurance
- III. apply to prosecutions consequent upon any deliberate act or omission
- IV. 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 offense was committed

Your director manager or partner or Person Employed shall be subject to the terms conditions and exceptions 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 and/or claims 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 and/or claims 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
  - (c) give all information and assistance required as soon as practicable and where We or Our appointed claims representatives has 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) No admission offer promise payment or indemnity shall be made or given on 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 or compensation or otherwise against any other persons. Failure to provide full assistance may result in refusal of indemnity

### **Reasonable Precautions**

You shall take all reasonable precautions

- a) in the selection of employees and sub-contractors
- b) to prevent accidents loss damage or **Bodily Injury** and to maintain ways to 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**

It is a condition precedent to liability that the following precautions must be adhered to on each occasion where 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**

- 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 will be protected by overlapping screens of incombustible material
- d) Combustible floors in this area will 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 Employee of the Insured or an Employee of the occupier shall be present at all times to guard against an outbreak of fire. This person shall have 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 will 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

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

- a) Suitable fire extinguishing appliances will be kept available for immediate use at the scene of operations
- b) Blow lamps and blow torches will be lighted as short a time as possible before use and extinguished immediately after use
- c) Lighted blow lamps blow torches and electrical paint strippers and heat guns operating under power will 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**

- a) All heating of asphalt bitumen tar or pitch will be carried out in a suitable vessel in the open using bottled gas
- b) Where the vessel is used on a roof it will be placed on a surface of incombustible material
- c) The vessel will 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**

- 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 is to be kept available for immediate use
- d)

Subject otherwise to the Terms Exclusions and Conditions of this Document.

### **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 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 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

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

It is a condition 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 fourteen days notice by registered letter to Your last known address

### **Adjustment**

It is a condition of the policy that within sixty 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 auditors 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**

#### **Cancellation by the Insured**

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 (less any admin fee charged) 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 Consumer Insurance Contracts Act 2019 if required .

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

#### **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 1 - 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 Conditions - Subject to Risk Safety & Training Audit Condition**
- 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**

### **Renewal of Insurance**

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

### **Misrepresentation**

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**

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**

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**

You must comply with the terms provisions Conditions and Endorsements of this insurance and the statements in Your Broker submission and 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**

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

### **Subrogation**

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 an employee of Yours (except where the conduct of the employee was intentional, reckless and they knew that a loss would probably result.)

### **The Excess**

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**

You must make your Insurer 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.

### **Credit Reference Agencies**

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

## **Claims Procedure**

### **How to Make a Claim**

Please telephone the dedicated claims line (+353) 14 852 980

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

The same number can be used for emergency out of hours major loss notifications: (+353) 14 852 980

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ACCELERANT 