



TRAVEL AGENTS LIABILITY
INSURANCE POLICY DOCUMENT (ROI)

N|B|S
Ireland

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USEFUL INFORMATION

How to Make a Claim

Please telephone the dedicated claims line 1800 856 090

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

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

Email: claims@nbsunderwriting.co.uk

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: 14 852 980
Email: 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)
South Point
Herbert House
Harmony Row
Grand Canal Dock
Dublin, D02 H270
Email: info@nbsireland.com
Telephone: 1800 856 090

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

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

Tel: 15 677 000
Fax: 16 620 890
Email: info@fspoi.ie
Website: www.fspoi.ie

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

Travel Agents Liability Policy

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).

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 regulated by the Central Bank of Ireland – C441712

Honest and Reasonable Presentation

1. Before this insurance contract is entered into, the **Insured** must make an honest and reasonable presentation of the risk to the **Insurer**, in accordance with the Consumer Insurance Contracts Act 2019, or if the **Insured** is not a consumer, in accordance with the principle of Utmost Good Faith. In summary, the **Insured** must:
 - a) Disclose to the **Insurer** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Insurer** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
 - b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
 - c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, the **Insured** is expected to know the following:
 - a) If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - b) If the **Insured** is not an individual, what is known to anybody who is part of the **Insured's** senior management; or anybody who is responsible for arranging the **Insured's** insurance.
 - c) Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, the **Insurer** expects that the **Insured** will have included them in the **Insured's** enquiries, and that the **Insured** will inform the **Insurer** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

Remedies for breach of the duty of honest and reasonable presentation

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

- innocent (that is, one that was neither negligent nor fraudulent),
 - negligent, or
 - fraudulent.
- a) If the **Insured's** breach of the duty of honest and reasonable presentation is negligent or fraudulent:
 - i) The **Insurer** may avoid the contract, and refuse to pay all claims; and,
 - ii) The **Insurer** need not return any of the premiums paid.
 - b) If the **Insured's** breach of the duty of honest and reasonable presentation is not negligent or fraudulent, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if the **Insured** had complied with the duty of honest and reasonable presentation:
 - i) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
 - iii) In addition, if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what the **Insurer** would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.

Keeping the Insurer Informed

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

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

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

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

Data Protection Notice

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.

Important

This Policy is a legal contract and it is important that the **Insured** examines it carefully to make sure that it meets their requirements. If it does not, or the **Insured's** requirements change, please let the **Insurer** know right away. The **Insured** is reminded of the need to tell the **Insurer** immediately of any facts or changes which the **Insurer** would take into account in their assessment or acceptance of this insurance, as failure to disclose all relevant facts may invalidate the Policy, or may result in the Policy not operating fully.

DEFINITIONS

The definitions stated here in **bold** are applicable to all parts of this Policy.

Bodily Injury means death, injury, illness or disease. **Bodily Injury** shall also mean recognised psychiatric injury or death if directly resulting from injury, illness or disease.

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 but excluding any such provision by any qualified medical practitioner or nurse
- 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 the United Kingdom or in member countries of the European Union

Circumstance means any circumstance or circumstances of which the **Insured** or any **Employee** had become aware prior to the inception of this Policy and which the **Insured** or a reasonable person of the **Insured's** profession would at any time prior to the inception of this Policy have considered may give rise to a claim or allegation against the **Insured**

Costs means all costs, expenses, fees and disbursements reasonably incurred with the prior written consent of the **Insurer** and claimant's costs and expenses for which the **Insured** is legally liable in accordance with B, C, D, E or F of the Preamble and Indemnity Clause in the Public and Products Liability section

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 Policy

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**

Denial of Service Attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

Employee means

- a) any person under a contract of service or apprenticeship with the **Insured**
- b) any labour master or labour only subcontractor or person supplied by 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**

DEFINITIONS CONTINUED

Excess means the amount for which the **Insured** is responsible for each and every claim or loss as specified in the **Schedule** or in the Policy

Fraudulent Claim means a claim by any person under this Policy, which is on the balance of probabilities dishonest, either in whole or in substantial part, by the lay objective standards of ordinary reasonable and honest people. This definition includes claims that are dishonestly exaggerated.

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**

Hacking means unauthorised access to any computer or other equipment, component, system or item which processes, stores, transmits or retrieves data whether the property of the **Insured** or not

Insured means the person, persons or company named in the **Schedule** including subsidiary companies notified to and agreed as accepted by the **Insurer**

Insurer means Accelerant Insurance Europe SA

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 this Policy

Limit of Indemnity means the limit (inclusive of **Costs**) applicable to the relevant Section of this Policy 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

Offshore means from the time of embarkation by an **Employee** onto a conveyance at the point of final departure to an offshore rig or platform until disembarkation by that **Employee** from a conveyance onto land upon return from an offshore rig or platform

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**

Period of Insurance means the period specified in the **Schedule** and/or such other period(s) agreed by the **Insurer**

Phishing means any access or attempted access to data or information made by means of misrepresentation or deception

Pollution means

- a) all pollution or contamination of buildings or other structures or of water, land or the atmosphere and
- b) all **Bodily Injury**, loss or damage directly or indirectly caused by such pollution or contamination

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

Property means property which is both material and tangible

DEFINITIONS CONTINUED

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 this Policy, provided that the prosecution does not result from a deliberate management decision, act or omission of management

Retroactive Date means the date specified as such in the **Schedule**

Schedule means the Schedule for the time being in force

System Failure means the malfunction or non-function of any mechanical and/or electronic system or loss of control caused by:

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

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

Terrorism means an activity that:

- a) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof and
- b) appears to be intended to:
 - i. intimidate or coerce a civilian population or
 - ii. disrupt any segment of the economy of a government de jure or de facto of a state or country or
 - iii. overthrow, influence or affect the conduct or policy of any government de jure or de facto by intimidation or coercion or
 - iv. affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking

Virus or Similar Mechanism means program, code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not, including but not limited to trojan horses, worms and logic bombs

GENERAL CONDITIONS

Applicable to all parts of this Policy

1) Fraud Condition

If the **Insured** makes a **Fraudulent Claim** under this Policy, the **Insurer**:

- i) is not liable to pay the claim; and
- ii) may recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the claim; and
- iii) may by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercises its right under clause (iii) above:

- i) the **Insurer** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- ii) the **Insurer** need not return any of the premiums paid.

2) Reasonable Care Condition

It is a condition precedent to the **Insurer's** liability that the **Insured** shall

- a) take all reasonable precautions to prevent or diminish loss, destruction, damage or injury
- b) take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority
- c) exercise care in the selection and supervision of **Employees**
- d) maintain all buildings, ways, works, machinery and plant used in connection with the **Business** in sound condition and keep the same in good repair

As soon as possible after discovery of any defect or danger, the **Insured** shall cause such defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require.

3) Alteration Condition

This Policy shall cease to be in force from the date of the alteration if

- a) any alteration is made either in the **Business** or at the **Insured's** premises after the commencement of the insurance, or if there is any alteration to the facts or matters set out in the Statement of Fact or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception, renewal or variation of the Policy, that increases the risk of loss, destruction, damage or injury or
- b) the **Insured's** interest ceases except by will or operation of law or
- c) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued

unless the **Insurer** has agreed in writing to accept such alteration.

GENERAL CONDITIONS CONTINUED

4) Payment of Premium Condition

It is a condition precedent to the **Insurer's** liability that

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

5) Cancellation Condition

a) Cancellation by the **Insured**

i. Cooling off cancellation rights

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

The **Insurer** shall return any premium paid in full within 30 days of the receipt of the notice of cancellation from the Broker, Intermediary or Agent if the cover is cancelled either

- a. before the inception date or
- b. 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

ii. Cancelling the Policy after the cooling off period

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

On receipt of the notification from the Broker, Intermediary or Agent, the **Insurer** will cancel the Policy and provide a proportionate return of the premium (less any admin fee charged) in respect of the unexpired period of insurance, provided that no claim has been made or incident advised that could give rise to a claim in these circumstances no return of premium will be made

GENERAL CONDITIONS CONTINUED

b) 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 4) 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 their 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 their 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 their **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
- 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 1) Fraud
- b) where a claim has been made or incident advised that could give rise to a claim

In these circumstances no premium shall be returned by the **Insurer**

GENERAL CONDITIONS CONTINUED

6) Choice of Law Condition

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

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

7) Observance of Terms Condition

It is a condition precedent to the **Insurer's** liability that the **Insured** shall observe the terms of the Policy so far as they relate to anything to be done or complied with

8) Legal Representatives Condition

In the event of the death of the **Insured**, the **Insurer** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured**, provided they observe, fulfil and be subject to the terms, Conditions and limitations of the Policy to the extent that they can apply

9) Limit of Indemnity Condition

All the **Limits of Indemnity** and any other restrictions on the amount of the **Insurer's** liability stated in the Policy shall apply as maximum limits to the **Insurer's** liability irrespective of the number of persons entitled to indemnity under the Policy

For the purposes of the **Limits of Indemnity** and any other restrictions on the amount of the **Insurer's** liability, the **Insured** and all other persons entitled to be indemnified under the Policy shall be treated as one party or legal entity so that there shall be only a single contract of insurance between the **Insurer** as one party and the **Insured** and all other persons entitled to be indemnified as the other party

10) Third Party Rights Condition

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

The **Insured** shall not assign or transfer their rights under the Policy without the written agreement of the **Insurer**

11) Insured's Contribution Condition

Where stated in the **Schedule** or in the Policy, the **Insurer** 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 the handling of the claim, and it is a condition precedent to the **Insurer's** liability under this Policy that the **Insured** must immediately pay the **Insurer** such an amount or part of when so requested.

12) Other Insurance Condition

If other valid, collectible insurance with any other insurer is available to the **Insured** covering a loss also covered by this Policy (other than insurance that is specifically stated to be in excess of this Policy), the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this Policy subject to the terms, conditions, and limitations of such other insurance.

GENERAL CONDITIONS CONTINUED

13) Subrogation Condition

The **Insured** shall at the request and at the expense of the **Insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon its paying for or making good any damage insured by this Policy, whether such acts and things shall be or become necessary or required before or after their indemnification by the **Insurer**, including the commencement of proceedings.

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

- (a) the **Insured** receives any sum the **Insured** has paid or lost excluding interest, in respect of which the recovery has been made in excess of the deductible (if applicable) and in excess of all amounts recovered and recoverable under this Policy; then
- (b) after payment of the amount referred to in sub-clause (a) above, the **Insurer** receives all sums the **Insurer** has paid excluding interest, in respect of the loss which is the subject of the recovery; then
- (c) after payment of the amounts referred to in sub-clauses (a) and (b) above, the **Insured** receives any balance, exclusive of interest.
- (d) any interest on any recovery made from a third party will be distributed between the **Insured** and the **Insurer** in the same order as outlined in sub-clauses (a) – (c) above.

14) Personal Protective Equipment Condition

It is a condition precedent to the **Insurer's** liability that:

- a) all **Employees** are made aware of the dangers of not using personal protective equipment
- b) suitable and adequate personal protective equipment is provided
- c) a register is maintained which demonstrates that **Employees** have received appropriate training and are fully conversant with the way in which to access such personal protective equipment

15) Foreign Visits Condition

It is a condition precedent to the **Insurer's** liability that, in respect of visits to areas to where the Department of Foreign Affairs advises against travel or has warned against non-essential travel, the **Insured** complies with the following conditions:

- a) the **Insured** shall carry out thorough, specific risk assessments for the tour or part thereof which enters into areas which the Department of Foreign Affairs advises against non-essential travel, which should encompass security, accommodation and transport arrangements, medical facilities and evacuation procedures
- b) all Department of Foreign Affairs statements in respect of regions to which the **Insured** organises tours must be monitored by the **Insured**
- c) a written statement is to be provided to each **Customer** in respect of any relevant Department of Foreign Affairs 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 Department of Foreign Affairs

GENERAL CONDITIONS CONTINUED

16) Adjustment of Premium Condition

If any part of the premium for any Section of this Policy 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 with 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 Policy.

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**.

GENERAL EXCLUSIONS TO ALL SECTIONS

1) War, Government Action, Radioactive Contamination and Sonic Bangs Exclusion

Cover under this Policy excludes liability for damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- b) nationalisation, confiscation, requisition, seizure or destruction by the government or any public authority
- c) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) the radioactive, toxic, explosive or other hazardous properties of any radioactive matter or of any explosive nuclear assembly or nuclear component thereof
- e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

2) Terrorism and Civil Commotion Exclusion

Cover under this Policy excludes liability for damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from

- a) **Terrorism**
- b) civil commotion in Northern Ireland

In any action, suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion as far as it relates to **Terrorism**, any damage or resulting loss or expense or consequential loss is not covered by the Policy, the burden of proving that such damage, loss, expense or consequential loss is covered shall be upon the **Insured**

3) Date Recognition Exclusion

Cover under this Policy excludes liability for damage to any property whatsoever or consequential loss of whatsoever nature or liability for damages attaching to the **Insured** or any associated costs relating thereto, arising directly or indirectly from or consisting of the failure or inability of any

- a) computer, data processing equipment, microchip, integrated circuit or any similar device or any computer software or computer firmware
- b) media or systems used in connection with any of the above

whether the property of the **Insured** or not

- i. to correctly recognise any date as its true calendar date
- ii. to capture, save or retain and/or correctly to manipulate, interpret or process any data, information, command or instruction as a result of treating any date otherwise than as its true calendar date

GENERAL EXCLUSIONS CONTINUED

4) Computer Virus and Cyber Liabilities Exclusion

Cover under this Policy excludes liability for injury, loss or damage directly or indirectly caused by, resulting from or in connection with

- a) the alteration, modification, distortion, corruption of or damage to any computer, other equipment, component, system or item which processes, stores, transmits or receives data or any part thereof, whether tangible or intangible (including but without limitation any information or programs or software) or
- b) any alteration, modification, distortion, erasure or corruption of data processed by any such computer, other equipment, component, system or item

whether the property of the **Insured** or not, where such loss is directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from actual or threat of **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**

- c) 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
- d) the **Insured's** e-activities, which for the purpose of this Exclusion means any use of electronic networks including the internet and private networks, intranets, extranets, electronic mail, worldwide web and similar media carried out by the **Insured** or by any person, persons, partnership, firm or company acting for the **Insured** or on the **Insured's** behalf.

5) Illegal Deliberate and Criminal Activities Exclusion

Cover under this Policy excludes liability for injury, loss, damage or consequential loss directly or indirectly caused by, resulting from or in connection with

- a) damage or liability caused as a result of the **Insured's** premises being used for illegal activities by the **Insured**
- b) deliberate or criminal acts by the **Insured**

6) Sanctions Exclusion

The **Insurer** shall not be deemed to provide cover and 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 the **Insurer** to any sanction, prohibition or restriction under the 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 CONTINUED

7) Fungus, Moulds and Spores Exclusion

Cover under this Policy excludes liability for injury, loss, damage or consequential loss caused by or attributable to:

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

regardless of any other cause, event, material, product 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:

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.

8) Electronic Data Exclusion

The insurance by this Policy does not cover liability for loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Electronic Data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer Virus means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "trojan horses", "worms" and "time or logic bombs".

9) Biological, Chemical, Radiological and Nuclear Materials Exclusion

Cover under this Policy excludes liability for injury, loss or damage or costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of, or pollution or contamination arising from, pathogenic or poisonous biological, chemical, radiological or nuclear materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

GENERAL EXCLUSIONS CONTINUED

10) Asbestos Exclusion

Cover under this Policy excludes liability for injury, loss or damage or costs or expenses of whatsoever nature 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 the **Insured** knew or should have known or had reason to suspect contain asbestos.

This Exclusion shall not apply if the **Insured** has made an accidental discovery of asbestos and immediately upon discovery ensures that 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.

11) Indirect Loss Exclusion

Cover under this Policy excludes liability for injury, loss, damage or consequential loss of whatsoever nature, or liability for any loss or damage that is not directly associated with the incident that caused the **Insured** to claim.

12) Existing Damage Exclusion

Cover under this Policy excludes liability for injury, loss, damage or consequential loss of whatsoever nature, or liability for any loss or damage occurring before or arising from an event before the beginning of the **Period of Insurance**.

13) Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this Policy, within any Endorsement to this Policy or within 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 the **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 or
- b) Coronavirus disease (COVID-19) or
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or
- d) any mutation of or variation of a), b) or c) above or
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation or
- f) any fear or anticipation of a), b), c), d) or e) above,
- g) Government Regulation, advice or restriction(s) as a result of the aforesaid matters
regardless of any other cause or event contributing concurrently or in any other sequence thereto

14) Bullying or Harassment Exclusion

The **Insurer** will not indemnify the **Insured** in respect of legal liability for claims arising from bullying or harassment unless the condition complained of is accompanied by and arises directly from actual physical bodily injury

15) Contractual Liability Exclusion

The **Insurer** will not indemnify the **Insured** against any liability which is assumed by the **Insured** by contract or agreement, unless such liability would have attached in the absence of such contract or agreement

GENERAL EXCLUSIONS CONTINUED

16) Punitive and Multiple Damages, Fines and Penalties Exclusion

The **Insurer** will not indemnify the **Insured** against any 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

17) Liability to Employees Exclusion

The **Insurer** will not indemnify the **Insured** against any liability in respect of **Bodily Injury** to any **Employee** which arises out of and in the course of their employment or engagement by the **Insured**

18) Loss of or Damage to Goods Exclusion

The **Insurer** will not indemnify the **Insured** against any liability in respect of loss of or damage to **Goods**

19) Product Recall Exclusion

The **Insurer** will not indemnify the **Insured** against any liability for any **Costs** or expenses incurred in repairing, replacing, recalling or making any refund in respect of **Goods**

20) Pollution Exclusion

The **Insurer** will not indemnify the **Insured** against any liability in respect of **Pollution**

21) PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) Absolute Exclusion

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

This Policy does not provide any liability for:

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

GENERAL EXCLUSIONS CONTINUED

- c) testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralising, remediating, disposing of or in any way responding to or assessing the effects of PFAS-containing products or materials
- d) failure to report any PFAS-containing products or materials to authorities
- e) failure to warn of potential consequences arising from, or the inadequacy of any warning relating to any of the conducts described in a) to d) above.

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

For the purpose of this Exclusion, PFAS means:

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

- a) any organic molecule, salt, free radical or ion, the composition of which includes at least one:
 - i) perfluorinated methyl group (-CF₃); or
 - ii) perfluorinated methylene group (-CF₂-); or
- b) any breakdown of any organic molecule, salt, free radical or ion, or the composition thereof
- a) any goods, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances
- d) its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

COMBINED LIABILITY SECTION

PUBLIC & PRODUCTS LIABILITY

PREAMBLE AND INDEMNITY CLAUSE FOR THIS SUB-SECTION

The **Insured** having made to the **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 Policy, 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 Policy 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 Policy
- 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 Policy
- D) **Legal Representatives Fees**
- E) **Prosecution Defence Costs**
- F) **Court Attendance Costs**

SCOPE OF COVER FOR THIS SUB-SECTION

- a) Accidental **Bodily Injury** to any person other than an **Employee** of the **Insured**
- 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 Sub-section during the **Period of Insurance**

EXCLUSIONS TO THIS SUB-SECTION

The **Insurer** shall not indemnify the **Insured** under this Sub-section against liability

- a) 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
- b) 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**

PUBLIC & PRODUCTS LIABILITY CONTINUED

- c) 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**
- d) 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
- e) in respect of any refund or repayment of the purchase price or any part thereof in respect of **Goods**

GEOGRAPHICAL LIMITS TO THIS 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**

EXTENSIONS TO THIS SUB-SECTION

Unless expressed to the contrary, the Extensions to this Sub-section are subject to all other terms of this Policy so far as they can apply

1) Defective Premises Act Extension

The **Insurer** will indemnify the **Insured** under this Sub-section in respect of any legal liability incurred by the **Insured** during the **Period of Insurance** under the terms of any Defective Premises legislation, in connection with any business premises or land which have been disposed of by the **Insured**, provided that the **Insurer** shall not be liable

- a) for the cost of remedying any defect or alleged defect in the premises disposed of
- b) if the **Insured** is entitled to indemnity from any other source

2) Leased Premises Extension

The **Insurer** will indemnify the **Insured** under this Sub-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

- a) 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
- b) the first €250 of such loss or damage caused otherwise than by fire or explosion

PUBLIC & PRODUCTS LIABILITY CONTINUED

3) Contingent Liability (Non-Owned Vehicles) Extension

The **Insurer** will indemnify the **Insured** under this Sub-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 as follows only:

- 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

4) Travel Agents Emergency Assistance Extension

The **Insurer** will indemnify the **Insured** under this Sub-section in respect of costs or expenses incurred by the **Insured** in providing emergency assistance to any **Customer** or in the event of the 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

- a) the **Insurer** shall not indemnify the **Insured** in respect of
 - i. legal costs and other expenses
 - ii. the first €250 in respect of any one **Customer** or the first €1,000 of all **Customers** of any one **Package Travel Arrangement**
- b) 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
- c) 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
- d) nothing in this Extension shall increase the liability of the **Insurer** to pay any amount in excess of the **Limit of Indemnity** under this Sub-section of the Policy

PUBLIC & PRODUCTS LIABILITY CONTINUED

5) Contractual Liability and Indemnity to Principal Extension

Notwithstanding the provisions of General Exclusion 15): Contractual Liability, the **Insurer** will indemnify the **Insured** under the Public and Products Liability Sub-section of this Policy 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

- a) the conduct and control of claims is vested in the **Insurer**
- b) the **Principal** shall observe, fulfil and be subject to the terms of this Policy so far as they can apply
- c) the indemnity shall not apply in respect of liquidated damages or any penalty clause
- d) 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
- e) where indemnity is granted to any **Principal**, the **Insurer** will treat each **Principal** and the **Insured** as though a separate Policy had been issued to each of them
- f) 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 Policy

6) Sudden and Unintended Pollution Extension

Notwithstanding the provisions of General Exclusion 20): Pollution, the **Insurer** will indemnify the **Insured** under the Public and Products Liability Sub-section of this Policy 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 Policy
- 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**

PUBLIC & PRODUCTS LIABILITY CONTINUED

7) Indemnity to Other Parties Extension

If the **Insured** so requests, and the **Insurer** agrees, the **Insurer** will indemnify the following parties:

- a) any officer or committee member or other member of the **Insured's** canteen, social, sports or welfare organisations or ambulance, first aid, fire, medical or security services (but excluding medical practitioners) against liability incurred in such capacity
- b) any partner, director or **Employee** of the **Insured** against liability incurred in such capacity and in respect of which the **Insured** would have been entitled to indemnity under this Sub-section if the claim had been made against the **Insured** as though each party was individually named as the **Insured** in this Sub-section

LIMIT OF INDEMNITY TO THIS SUB-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**

COMBINED LIABILITY SECTION CONTINUED

PROFESSIONAL INDEMNITY (CLAIMS MADE) INSURANCE

SCOPE OF COVER UNDER THIS SUB-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**

EXCLUSIONS TO THIS SUB-SECTION

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 of the **Insured**
- 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 Policy
- h) any claim made against the **Insured** or **Circumstance** notified by the **Insured** under any other insurance prior to the inception of this Policy
- i) claims for which the **Insured** is 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**

GEOGRAPHICAL LIMITS FOR THIS 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**

PROFESSIONAL INDEMNITY (CLAIMS MADE) INSURANCE CONTINUED

EXTENSION TO THIS SUB-SECTION

Unless expressed to the contrary, the Extension to this Sub-section is subject to all other terms of this Policy so far as they can apply

1) Sale of Travel Insurance Extension

Notwithstanding the provisions of Exclusion a) of this Sub-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 any 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

LIMIT OF INDEMNITY TO THIS SUB-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 claims

GENERAL CLAIMS CONDITIONS

1) Action by the **Insured** Condition

No claim under the Policy shall be payable unless the following Conditions have been complied with.

On the happening of any event or circumstance which could give rise to a claim by the **Insured** under the Policy or on receiving verbal or written notice of any claim the **Insured** shall:

- a) as soon as reasonably possible give notice to the **Insurer**
- b) immediately forward to the **Insurer** any writ or summons issued against the **Insured** by a third party
- c) take action to minimise the loss, destruction or damage and to prevent further loss, destruction, damage or injury
- d) at their own expense, within 30 days of the occurrence of the event or circumstance which could give rise to the claim, supply full details of the claim in writing to the **Insurer** together with any evidence and information that may be reasonably required by the **Insurer** for the purpose of investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any matter connected with it

Further, no settlement, admission of liability, payment or promise of payment shall be made to a third party without the prior written consent of the **Insurer**

2) Right of the **Insurer** Condition

The **Insurer** shall be entitled at any stage to take over the defence or settlement of any claim made upon the **Insured** by any other party and to prosecute for its own benefit any claim for indemnity or compensation against any other persons in respect of any event insured by the Policy and at no cost to the **Insurer** the **Insured** shall give all assistance as may be reasonably required by the **Insurer**

3) Discharge of Liability Condition

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims

- a) the amount of the **Limit of Indemnity**, or
- b) any lesser amount for which such claim or claims can be settled, less any sum or sums already paid as compensation, claimant's costs and expenses, **Legal Representation Fees** and **Prosecution Defence Costs** recoverable prior to the date of such payment

On payment, the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims, except for the payment of costs and expenses incurred prior to the date of such payment

4) Arbitration Condition

If any difference shall arise as to the amounts to be paid under the Policy, such difference may at the **Insurer's** option be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this Condition to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against the **Insurer**.

Any other difference shall be subject to the exclusive jurisdiction of the courts of the Republic of Ireland.

5) Claims Cooperation Condition

It is a condition of the **Insurer's** liability to make any payment under this policy that the **Insured** will provide all help, assistance and cooperation required by the **Insurer** in connection with any claim. No claim shall be payable by the **Insurer** in the event that the **Insured** does not provide all help, assistance and/or cooperation as required by this provision.

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ACCELERANT 