

Commercial Combined Insurance Policy

Insurance Product Information Document

XL Insurance Company SE

Registered in Ireland - Company Number 641686. Regulated by the Central Bank of Ireland.

The following summary does not contain the full terms and conditions of the contract which can be found in your policy documentation.

What is this type of insurance?

This is a commercial combined liability insurance policy to protect you for your property, loss of earnings and legal liabilities.



What is insured?

Material Damage section:

- ✓ We will pay the costs of loss to damaged sports and business equipment:
- ✓ Property Repaired, Replaced, Rebuilt or Reinstated - we will pay the cost of repairing, replacing, rebuilding or reinstating;
- ✓ Property not repaired, not replaced, not rebuilt or not reinstated - we will pay the cost of repairing, replacing, rebuilding or reinstating subject to deduction for depreciation, wear, tear and obsolescence;
- ✓ Property, other than stock, on offer for sale – we will pay sale price of the property or the cost of repair, replacement, rebuilding or reinstatement;
- ✓ Property consisting of stock (including frozen and refrigerated goods) – we will pay the cost of replacement;
- ✓ Property consisting of groundsmen's machinery and equipment – we will pay the cost of repair or replace or, in the case of machinery and equipment more than 12 months old at the date of damage, its market value at the date of damage;
- ✓ Property consisting of personal effects and tools of trade – we will pay the cost to repair or replace after deduction for depreciation, wear, tear and obsolescence subject to a maximum deduction of 50%;

Liability section:



What is not insured?

Material damage section:

- ✗ Damage to any property caused by or consisting of its spontaneous fermentation, spontaneous heating, spontaneous ignition;
- ✗ Damage by theft other than by forcible and violent means;
- ✗ Damage whilst in use;
- ✗ Damage by theft from a vehicle overnight;

Liability section:

- ✗ Circumstances which you or person insured knew or ought to have known was likely to give rise to a claim;
- ✗ Liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract;

Public Liability section:

- ✗ The actual or alleged physical, sexual or psychological abuse of any person or the failure to prevent the same;
- ✗ Any deliberate or reckless failure by any Insured Person to avoid injury or damage;
- ✗ Any breach of professional duty or wrongful or inadequate advice given separately for a fee;

Product liability sub-section:

- ✗ Any contract or agreement other than a warranty of fitness or quality of the Product established or implied by virtue of the Sale of Goods & Supply of Services Act 1980

- ✓ Policy applies to any entity acquired, established or created during the period of insurance;

- ✓ Court attendance costs - up to € 250 per day;

Public Liability section:

- ✓ We will pay all sums you are legally liable to pay as damages for Injury and/or damage in the conduct of the business;

- ✓ We will pay the defence costs in respect of public liability;

Product Liability sub-section:

- ✓ We will pay all sums you are legally liable to pay damages for Injury and/or damage in connection with any product;

- ✓ We will pay the defence costs in respect of product liability;

Employers liability sub-section:

- ✓ We will pay all sums you are legally liable to pay as damages for injury to any employee arising out of and in the course of that person's employment by you;

- ✓ We will pay the defense costs in respect of employers liability;

Professional liability sub-section:

- ✓ We will pay all sums you are legally liable to pay as damages, for breach of a professional duty of care;

- ✓ We will pay defence costs in respect of professional liabilities;

- ✗ Any sale by or on behalf of the Insured of property consisting of rides, including fairground and amusement rides, and associated machinery, plant and equipment;

- ✗ Any Product which has been designed, specified, formulated, manufactured, constructed, installed, treated, serviced, altered or repaired by or on behalf of the Insured;

- ✗ Any deliberate or reckless failure by any Insured Person to avoid Injury or Damage;

Employers liability sub-section:

- ✗ Any work undertaken in, on or within any aircraft, aerospace system or airport;

- ✗ Legal liability in respect of which compulsory insurance or security is required under the Road Traffic Act 2016 or any subsequent legislation amending

Professional liability sub-section:

- ✗ Any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by the Insured;

- ✗ The liability of the Insured in their respective capacities as a director, officer and/or trustee.

General Exclusions:

- ✗ Damage arising from any act of terrorism;

- ✗ Damage arising from any act of war;
Damage arising from radiocative contamination;



Are there any restrictions on cover?

- ! Endorsements may apply to your policy. These will be shown in your policy documents.



Where am I covered?

- ✓ This insurance covers you in the territories listed in the Schedule.



What are my obligations?

- You must tell us within fourteen (14) days of your becoming aware of any changes in the information you have provided to us which happen before or during any period of insurance;
- You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete;
- You must take all practical steps to prevent and minimise accidents, loss, injury and damage;
- You must take all practical steps to maintain property in a good state of repair;
- You must take care in the selection and supervision of employees;
- You must maintain accounts with a complete record of purchases and sales;



- You must comply with all legal requirements, regulations, rules and guidelines imposed on you by any competent authority;
- You must give notice as soon as practicably possible in writing of any claim made against any insured or any person insured which is likely to fall within the scope of this policy and any circumstances of which the Insured or any person insured becomes aware which are likely to give rise to such a claim being made against you.



When and how do I pay?

For full details of when and how to pay, you should contact your broker.



When does cover start and end?

This insurance covers a period stated in the schedule.



How do I cancel the contract?

You can cancel this insurance at any time by contacting your broker. After the cooling off period, provided you have not made a claim, you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered.

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