



XL Insurance

Casualty

Combined All Risks Insurance

Insurance Product Information Document

CARD ROI LIC 07/19



Insurance Product Information Document

Combined All Risks Insurance

Lloyd's Insurance Company S.A. and XL Catlin Services SE

Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be

XL Catlin Services SE acts as an agent of Lloyd's Insurance Company S.A. in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland. Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland. Registered in Ireland Number 659610

The following summary does not contain the full terms and conditions of the contract which can be found in your policy documentation. The agreed sums insured are stated in your policy schedule.

What is this type of insurance?

This is a Combined All Risks Insurance policy.



What is insured?

Material Damage Section

- ✓ Loss in respect of certain kinds of damage to buildings, outbuildings, machinery and plant, stock, miscellaneous contents, property in transit, money, personal assault, glass, business machines.
- ✓ We will pay the actual value of the property which has suffered damage as determined by the relevant basis of valuation.

Business Interruption Section

- ✓ Loss resulting from interruption of or interference with the business in consequence of damage to property or other events as set out in the policy wording:
 - Loss of Gross Profit/Revenue/Rentals – cover for the reduction in Turnover/Revenue or the additional expenditure incurred for the sole purpose of avoiding or diminishing such reduction.
 - Denial of Access - cover for loss caused by damage to property in the vicinity of the premises which shall physically prevent or hinder the use of the premises.
 - Stand Alone Increased Cost of Working - cover for the increased cost of continuing your business.
 - Customers and Suppliers - cover for loss resulting from damage to property at any premises of your direct customers or direct suppliers.



What is not insured?

Material Damage Section

- ✗ Property or money in any vehicle where there is no one in charge keeping the vehicle under observation.
- ✗ Property during the course of a transit which is stored for over 168 hours in any location which is not a premises.
- ✗ Property on exhibition.
- ✗ Personal, portable equipment of general utility whilst being carried as such.



What is insured?

Liability Section

- ✓ Automatic Acquisitions - the policy shall apply automatically to any entity acquired, established or created during the period of insurance.
- ✓ Court Attendance Costs - EUR 250 per day for each day attendance for any director or partner and EUR 100 for any employee.
- ✓ Cover for Others – cover extends to any person or firm for legal liabilities arising out of the performance of a contract with your constituting the provision of labour only.
- ✓ Criminal Proceedings Legal Defence Costs – costs incurred in the defence of any criminal proceedings brought or any appeal in respect of a breach of the Health, Safety and Welfare at Work Act 2005 or any similar regulation.
- ✓ Defence Costs - if the amount required in settlement of the third party claim is greater than the limit of liability available, then we will not pay more than our proportional share of the associated defence costs.

Public Liability Sub-Section

- ✓ Loss arising from claims made against you in respect of your legal liability to pay damages for and/or arising out of injury and/or damage in the conduct of the business.
- ✓ Extensions for:
 - Contingent Motor Liability
 - Cross Liabilities
 - General Data Protection Regulation
 - Overseas Personal Liability
 - Sudden Pollution
 - Non-Manual Work Overseas

Product Liability Sub-Section

- ✓ Loss arising from claims made against you in respect of your legal liability to pay damages arising out of injury and/or damage in connection with any product.
- ✓ Extensions for:
 - Advertising Injury
 - Consumer Protection Code
 - Cross Liabilities
 - Sudden Pollution



What is not insured?

Liability Section

- ✗ Loss arising out of or in connection with an unauthorised or malicious act involving access to, processing of, use of or operation of any computer system or any data by any person or group of persons.
- ✗ Compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including the general data protection regulation.
- ✗ Circumstances which you knew or ought to have known was likely to give rise to a claim prior to the inception date of this policy.

Public Liability Sub-Section

- ✗ Aircraft, watercraft or offshore installations.
- ✗ Any work undertaken in, on or within any aircraft, airport runway, taxiway, dispersal area, apron, hanger, cargo, transit or flight handling area.
- ✗ Any damage to property owned, leased to, hired by, under hire purchase to, on loan to, held in trust by or in your care, custody or control.
- ✗ Deliberate failure to prevent injury or damage.

Product Liability Sub-Section

- ✗ Any product used in any aircraft or watercraft.
- ✗ Deliberate failure to prevent injury or damage.
- ✗ Any product which has left your custody or control prior to the retroactive date.
- ✗ The recall of any product.
- ✗ Any costs incurred in the repair, reconditioning or replacement of any allegedly defective product or part thereof.



What is insured?

Employers' Liability Sub-Section

- ✓ Loss arising from claims made against you in respect of your legal liability to pay damages for and/or arising out of Injury to any employee and arising out of and in the course of their employment by you.
- ✓ Extensions for:
 - Cover for Principals
 - Unsatisfied Court Judgements

Professional Liability Sub-Section

- ✓ Loss in respect of claims made against you for compensation, provided always that such claims arise out of the conduct of the business by reason of a breach of a professional duty of care.
- ✓ Extension for
 - General Data Protection Regulation



What is not insured?

Employers' Liability Sub-Section

- ✗ Any work on and/or visits to any offshore rig/installation/platform from the time of embarkation onto a conveyance at the point of final departure.
- ✗ Legal liability for which compulsory insurance or security is required to be arranged under the road traffic acts 1961 and 1994.

Professional Liability Sub-Section

- ✗ Computer system failure
- ✗ Computer virus.
- ✗ Damage
- ✗ Any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by you.
- ✗ The dishonest or fraudulent acts or omissions of any of you former or present partners, principals, directors, members, consultants or sub-contractors.
- ✗ Infringement of intellectual property rights
- ✗ Any performance warranty, guarantee, penalty clause, liquidated damages clause or similar provision unless your liability would have existed to the same extent in the absence of such warranty, guarantee or clause or similar provision.

General Exclusions – applicable to all Sections except where stated below

- ✗ Cover for or arising out of or relating to asbestos.
- ✗ Cover for or arising out of or relation to coronavirus or severe acute respiratory syndrome or any mutation or variation thereof. This exclusion does not apply to the Employers' Liability Sub-Section.
- ✗ Cover for or arising out of or relating to nuclear and war.
- ✗ Cover for or arising out of or relating to punitive damages.
- ✗ Cover for or arising out of or relating to radioactive contamination.
- ✗ Cover for or arising out of or relating to terrorism.



Are there any restrictions on cover?

- ! Endorsements may apply to your policy. These will be shown in your policy documents.
- ! We will not pay the excess stated in your policy schedule being first part of any claim for which you are responsible.
- ! Compensation for personal assault shall not be payable to any person exceeding seventy (70) years of age at the date the injury was sustained.



Where am I covered?

- ✓ This insurance covers you in the territories listed in your policy schedule.



What are my obligations?

- You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.
- You must tell us about any change in circumstances which occurs before or during the period of insurance and which may affect this policy.
- You must take all precautions:
 - for the security of money and maintain records of any money, whether in transit or at the premises and such records are to be kept in a secure place other than the safe or strongroom.
 - to monitor and control the custody of keys to the premises or any part thereof which protects the premises and to prevent the possession of keys to the premises by unauthorised persons.
 - to monitor and control access to any security device which protects the premises, including any random key code numbers, and to prevent the possession of such information by unauthorised persons.
 - to ensure any random key code numbers used are altered at regular intervals.
- You must protect and preserve our rights of subrogation.
- In the event of injury likely to give rise to a claim the Insured Person must as soon as practicably possible place themselves under the care of a qualified medical practitioner and you shall notify us within thirty (30) days of the happening of such injury.
- You shall report as soon as practicably possible to the police any theft or assault and offer them all assistance.
- You and any person insured must provide us with such information, assistance and co-operation as we and/or our representative may request.
- You must comply with all claim notification conditions shown in the policy documentation.
- No admission, offer, promise or payment is to be made or given by you or on your behalf or that of any person insured without our written consent.
- Where a claim or circumstance involves the dishonest or fraudulent act or omission of any of your employees, you shall take all practical steps to obtain reimbursement from such person.



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 cover is for the period stated in your policy schedule.



How do I cancel the contract?

You can cancel this insurance at any time by contacting your broker. After the initial 14 day 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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