

# Commercial Property and Liability Insurance

## Insurance Product Information Document



**Company:** Zurich Insurance Europe AG **Product:** Zurich Commercial Combined Insurance

Registered in Germany (reg no 133359). Registered in Ireland as a branch (reg no 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3. Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules (firm reference C529842).

**This document is a summary of the insurance cover and restrictions. It is not personalised to your individual needs. Complete pre-contractual and contractual information on the product is provided in the full policy documentation.**

### What is this type of insurance?

Insurance for businesses providing cover for damage to property and the resulting loss of profit; legal liabilities in respect of bodily injury, death and disease to employees and members of the public, and third party property damage.



#### What is insured?

Depending on the options you have chosen, the following covers may apply to your policy:

##### Property Damage & Business Interruption

- ✓ Damage (as defined in the policy) at locations specified in the policy to your buildings, plant, machinery, contents, fixtures, fittings, stock, and the resulting loss of gross profit or the increased costs necessary to avoid a loss of gross profit, rent, for a specified period (known as the Indemnity Period).
- ✓ The policy also provides cover for the following (limits specified in the policy): Fire Extinguishing Expenses; Landscaped Gardens; Metered Water; Theft of Keys; Trace and Access.

##### Liability

- Employers Liability** – your legal liability as owner of the business or property for bodily injury to employees.
- Public Liability** – your legal liability to members of the public or companies in respect of bodily injury, death, disease, illness or for any loss or damage to property as a result of your negligence or that of your employees and arising in connection with your business.
- Products Liability** – your legal liability to your customers for bodily injury, illness or property damage arising from the supply of goods.



#### What is not insured?

##### General Exclusions

- ✗ The first amount of any claim (known as the excess)
- Exclusions are detailed in the policy. Some examples are:
- ✗ Radioactive contamination.
  - ✗ War.
  - ✗ Terrorism.
  - ✗ Cyber.
  - ✗ Date Recognition.
  - ✗ Sanctions.
  - ✗ Any loss or damage if the business is wound up or carried on by a liquidator, receiver, examiner or permanently discontinued.

##### Property Damage & Business Interruption

- ✗ Latent defects, gradual deterioration, wear and tear, frost, change in water table defective workmanship.
- ✗ Corrosion, rust, rot, shrinkage, evaporation, loss of weight, damp, dryness, marring, scratching, vermin, insects.
- ✗ Mechanical or electrical breakdown.
- ✗ Pollution/contamination.
- ✗ Movable property in the open, fences and gates by wind, rain, hails, sleet, snow, flood or dust.
- ✗ Freezing, escape of water from tanks/pipes, malicious damage in buildings empty or not in use.
- ✗ Communicable Disease.
- ✗ Property in the course of construction.
- ✗ Land, roads, pavements, piers, jetties, bridges, culverts or excavations.
- ✗ Livestock, crops, trees.
- ✗ Some policies may include some cover for Business Interruption from specific named diseases (not including Covid-19) – please check your policy.

##### Liability

- ✗ Fines or Penalties.
- ✗ Deliberate Acts.
- ✗ Gradual Pollution or Contamination.
- ✗ Road Traffic Act Liability.
- ✗ Liability arising from Airborne or Waterborne Vessels or Craft.
- ✗ Offshore Installations.
- ✗ Professional Negligence or Advice for a Fee.
- ✗ Product Recall or Guarantee.
- ✗ Contractual Liability.

For full details of all exclusions please refer to the Policy Document.



## Are there any restrictions on cover?

We would draw your attention specifically to the General Exclusions, General Conditions and General Claims Conditions sections of the Policy and the exclusions set out in each section of the Policy.

### Property Damage & Business Interruption

- ! In the case of inadequate sums insured your claim settlement will be reduced in proportion to the level of underinsurance. This is known as the application of Average.
- ! We will not pay more than the Sum Insured specified in the Policy Schedule.
- ! Cover restrictions may apply in respect of buildings which are empty/not in use.
- ! We would draw your attention specifically to the Retention clause in the Material Damage section of the Policy.

### Combined Liability

- ! We will not pay more than the Limit of Indemnity specified in the Policy Schedule.
- ! We will not pay more than the monetary or percentage limits for some individual covers as outlined in the policy documentation.
- ! Refer to your policy documentation for any other restrictions that may apply.



## Where am I covered?

### Property Damage & Business Interruption

- ✓ Damage to property at the address(es) specified in the Policy Schedule.

### Liability

- ✓ Employers Liability cover applies in the Republic of Ireland or while employees are temporarily elsewhere in the course of their employment.
- ✓ Public Liability cover applies anywhere within the limits of Ireland, Great Britain, Northern Ireland the Channel Islands and the Isle of Man and including non-manual work carried out during temporary visits elsewhere in connection with the Business by directors and Employees normally resident in and travelling from Ireland, Great Britain, Northern Ireland the Channel Islands and the Isle of Man.
- ✓ Products Liability applies anywhere in the world in respect of Products supplied in or from Ireland, Great Britain, Northern Ireland, the Channel Islands and the Isle of Man provided always that the action for damages is brought against the Insured in a Court of Law in Ireland, the United Kingdom or any member country of the European Union.



## What are my obligations?

You have a legal duty to answer all questions asked by us in connection with your application for insurance honestly and with reasonable care. You must also ensure that any information voluntarily provided by you or on your behalf is provided honestly and with reasonable care.

Failure to comply with these requirements and / or any negligent or fraudulent misrepresentation could invalidate your Policy or affect your insurance cover or premium. It could also result in a claim being declined or the amount payable in respect of a claim being reduced or difficulty obtaining insurance in the future. Further information is provided in the Policy Document.

### You must also (as more fully set out in the Policy Document):

- ✓ Check your policy documentation when you receive it to make sure you have the cover you need and expect.
- ✓ Tell us if any of the information you provided before policy cover commenced or renewed subsequently changes.
- ✓ Pay the premium or premium installments on time.
- ✓ In the event of damage notify us immediately.
- ✓ Provide all the information and help we need related to a claim being made.
- ✓ Maintain your property in good condition.
- ✓ Take reasonable steps to safeguard your property and business against loss, damage and prevent injuries.
- ✓ Do all you can to reduce any costs, damage, injury or loss.



## When and how do I pay?

Premium for this policy may be paid through your insurance intermediary.



## When does the cover start and end?

The contract commences and ends on the dates stated in the Policy Schedule. Standard policy duration is 12 months. Any deviations will be noted in your Policy Schedule.



## How do I cancel the contract?

You can cancel your policy at any time by writing to us. We will cancel the policy on the date we receive your request in writing. If you cancel within 14 working days from the start date of cover (the 'Cooling-off Period') and no incident giving rise to a claim has occurred in the current period of insurance you will be entitled to a proportionate return of the premium for the unexpired period of insurance. If cancellation is at your request outside the 'Cooling-off Period' you will not be entitled to a premium refund.

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