



TRAVELERS 

Aon Golfcare

AON
golfcare

POLICY WORDING



IMPORTANT NOTICE

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

CLAIMS PROCEDURE

If you wish to make a claim, please contact the insurance broker who arranged the Policy or contact us at 01 6095601 or at the address below, quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at www.travelers.ie.

COMPLAINTS PROCEDURE

If you wish to make a complaint please note the following:

Our Promise To You

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback to continually improve our service

What To Do If You Have A Complaint

If you have a complaint, please contact us on 01 6095600, or email us at CustomerRelations@travelers.com.

For full information on your rights and how we will handle your complaint, please see our website here:

http://www.travelers.ie/documents/ComplaintsProcedure_Ireland.pdf

USING PERSONAL DATA: - FAIR PROCESSING NOTICE

How we treat information about you and your rights under data protection legislation.

In order to provide our insurance services, we (Travelers Insurance Designated Activity Company acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click <http://www.travelers.ie/main/privacy-policy.aspx>.

SUMMARY OF CONFLICTS OF INTEREST POLICY

Travelers maintain an internal Conflict of Interest policy which identifies circumstance which may give rise to a potential for conflict of interest.

Where a conflict of interest or suspected conflict of interest has been identified, and cannot be reasonably avoided, we will disclose the general nature and or source of the conflict of interest to you and your insurance intermediary.

Travelers will not proceed and bind any insurance contract with you unless you the policyholder have acknowledged, in writing, that you are aware of the conflict of interest and still want to proceed with your insurance contract with us, and, that your intermediary confirms in writing the conflict does not damage your best interests.

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The Contract of Insurance

The Named Insured having made to the Company a Proposal and declaration which shall be the basis of this contract and having paid or agreed to pay the premium to the Company the Company will provide the insurance indicated in the Policy Sections during the Period of Insurance stated in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy or during any subsequent Period of Insurance for which the Company may accept payment subject to the terms conditions and exclusions contained herein or endorsed hereon

The Policy and the Proposal shall be read as one contract and unless otherwise stated any word or expression to which a particular meaning has been given in the General Definitions or specific Section definitions in this Policy shall bear the same meaning wherever it appears in the Policy or specific Section respectively and unless the context requires otherwise

- (a) the singular includes the plural and vice versa
- (b) the male gender includes the female and neutral genders
- (c) person includes a body corporate

General Definitions

Company

Company means Travelers Insurance Designated Activity Company

Compensation

Compensation means compensatory damages imposed by law including interest which may be awarded on such damages

Deductible

Deductible means the amount for which the Named Insured is responsible the application of which is further defined in General Exclusion - Deductible

Defined Peril

Defined Peril means fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal

Event

Event means an occurrence or series of occurrences consequent on or attributable to one source or original cause giving rise to indemnity under this Policy

Golf Club Premises

Golf Club Premises means the clubhouse and golf course area including the car park area of the clubhouse

Inception Date

Inception Date means the date on which the Policy becomes effective

Insured

Insured means

- (a) the Named Insured and
- (b) in respect of the Personal Liability Section the legal personal representative of any person covered hereunder

Provided that the Company's aggregate liability to all persons comprising the Named Insured and any other party or parties shall not exceed any of the specified amounts detailed in the Schedules as sums insured or limits of indemnity or the amount of any other limit stated in the Policy

Insured Persons

Insured Persons stated in the Schedule means either

- (a) where all members of the golf club are to be covered by this Policy (indicated by the reference All Members in the Schedule) any member of the golf club whose name appears on the clubs register of members

- (b) where specified members of the golf club are to be covered by this Policy (indicated by the reference Specified Members in the Schedule) any member of the golf club whose name appears in the clubs register of members and is specified to the Company

Insured Activity

Insured Activity means playing golf or being on the golf club premises and further extends to include attending any meeting of the Insured's golf club or attending any meeting or function on behalf of or as a representative of the Insured's golf club whether on a Golf Club Premises or not but excluding commuting to and from such meetings or functions

Named Insured

Named Insured means persons as specified in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy or their legal personal representative

Period of Insurance

Period of Insurance means the period stated in the Master Schedule or in any subsequent Endorsement Schedules or Renewal Schedules forming part of this Policy

Policy

Policy means this policy document comprising its general definitions conditions and exclusions

Proposal

Proposal means all information provided and all statements or declarations made to the Company by or on behalf of the Insured

Renewal Date

Renewal Date means the first day immediately subsequent to the expiry of the Period of Insurance

Schedule

Schedule means the Schedule to the Policy

Third Party

Third Party means a person firm or company other than the Insured

General Conditions

1. Arbitration

Any dispute between the Insured and the Company regarding the Company's liability in respect of a claim or the amount to be paid shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the Insured and the Company or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties Where any difference is referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company

Any claims not referred to arbitration within 12 calendar months from the date of disclaim of the liability shall be deemed to have been abandoned

2. Assignment

Assignment of interest under this Policy shall not bind the Company without its written consent

3. Claims (Duties owed by the Insured)

Special Definition

Letter of Claim where used in this condition means any written correspondence indicating an intention to claim against the Insured that specifies sufficient information about the incident to enable it to be investigated and includes at least preliminary information as to the nature of the injury or damage sustained

- (a) if circumstances should exist or on the happening of any Event which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company in writing
- (b) In respect of loss or damage to property the Insured shall
 - (i) Immediately give notice to the Company in writing as soon as possible but in any event within seven days
 - (ii) retain all damaged property for inspection
 - (iii) produce at the Insured's expense all receipts and necessary documentation
- (c) Every Letter of Claim writ summons process impending prosecution notice of an inquest or fatal accident inquiry in connection with any such circumstance or event aforesaid shall be immediately forwarded to the Company unacknowledged
- (d) In the case of loss or damage involving theft of or malicious damage to property the Insured shall immediately notify the Police and provide all reasonable assistance in

- (i) identifying and prosecuting the person(s) involved

- (ii) recovering such stolen property

- (e) The Insured if required by the Company shall attend all proceedings and assist the Company in the giving of evidence and the attendance of witnesses and shall give the Company all information and assistance and do and concur in doing whatever the Company may require in connection with any circumstance event or claim

- (f) The Insured shall bear their own costs and expenses under this Condition

- (g) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

4. Claims (Company's Rights)

- (a) The Company may

- (i) investigate handle and control any claim notified to it at its absolute discretion and may settle compromise or make ex-gratia payments in respect thereof and generally conduct any proceedings process or actions related to such claim as it deems appropriate and the costs incurred by the Company in this undertaking shall be subject to any Deductible shown in the relevant Section under which the claim is being brought by the Insured irrespective of whether an indemnity is subsequently provided to the Insured in respect of such claim

- (ii) at its discretion take over and control the legal representation of the Insured at any inquest inquiry or other proceedings in any Court concerning any matter that has or may give rise to a claim hereunder or the defence and settlement of any claim The Company shall conduct such representation and defence and settlement of claims as it sees fit to do In the event that the Company makes any payment the Insured will on demand pay to the Company the amount of the Deductible applicable

- (b) The Company may at any time pay to the Insured the amount of the Limit of Indemnity (less any sum already paid and less the amount of any Deductible) or any lesser amount for which any claim or claims can be settled and shall then cease to have the conduct and control of the negotiations actions or proceedings and be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the Company is liable hereunder The Company shall not be responsible for any loss which the Insured

may claim to have sustained by reason of the Company having acted in such a way

5. Condition Precedent

The due observance of the terms provisions and amendments of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers and information supplied on or in connection with the Proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy

6. Contribution

If at the time any claim arises under this Policy there be any other insurance effected by or on behalf of the Insured covering the same property or same liability or same protection the Company will not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith

7. Finance Act 1990

The appropriate Stamp Duty has been paid or will be paid in accordance with the provision of Section 113 of the Finance Act 1990

8. Insurance Act 1936

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

9. Jurisdiction

Any indemnity provided by this Policy in respect of legal liability to pay Compensation (including claimants' costs and expenses) shall operate in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part)

10. Misrepresentation and Fraud

This insurance shall be voidable

- (a) if the Insured has concealed or misrepresented incorrectly described or failed to declare any fact or circumstance material to the insurance or its subject matter

or

- (b) if the Insured or anyone acting on the Insured's behalf has committed fraud attempted fraud or sworn falsely concerning this insurance or its subject matter

whether before or after loss

If the Insured notifies any claim knowing it to be false intentionally exaggerated or fraudulent as regard amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

11. Policy Interpretation

The parties to this contract agree that the Policy and any dispute concerning its interpretation or application is to be subject to and to be construed in accordance with Irish Law

Each party agrees (subject as provided in General Condition – Arbitration) to submit if required to the jurisdiction of any Court of competent jurisdiction within Ireland and to comply with all requirements necessary to give such Court jurisdiction

12. Reasonable Care

The Insured at its own expense shall take all reasonable precautions to prevent or diminish losses or liability arising in connection with the insured risks

13. Sanctions

This Policy shall not be deemed to provide cover nor shall the Company have any liability 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 Company to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

14. Subrogation

The Company shall be subrogated to all of the Insured's rights of recovery against any person or organisation before or after any claims payment under this insurance and the Insured shall provide all relevant information and assistance in this regard

Any recovery made shall be applied first to the Company's outlay and then to the Insured's Deductible in priority to any outstanding uninsured loss of the Insured in the absence of agreement to the contrary

General Exclusions

The Company shall not be liable

1. War and Allied Risks/Dispossession of

Property/Radioactive Contamination in respect of any loss or destruction of or 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 or occasioned by or happening through or in consequence of

- (a) war invasion of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- (b) permanent or temporary dispossession of any property resulting from confiscation nationalisation commandeering or requisition by any lawfully constituted authority
- (c)
 - (i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
 - (iii) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
 - (iv) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter but the exclusion in this paragraph (iv) shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes
 - (v) any chemical biological bio-chemical or electromagnetic weapon

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect thereof

2. Property Coverages Civil Commotion in Northern Ireland

under the Property Damage Section where operative or endorsements attaching thereto in respect of any loss destruction or damage in Northern Ireland directly or indirectly caused or occasioned by or happening through or in consequence of civil commotion

3. Deductible

in respect of the amounts stated in any Schedule as a Deductible for the first part of each and every claim hereunder under one or more Sections of this Policy in respect of an Event as ascertained after the application of the terms conditions and provisions of this Policy and which shall apply to costs and expenses incurred by the Company in investigating such claim irrespective of whether an indemnity is subsequently provided to the Insured

For the purpose of the application of the Deductible it is agreed that in respect of the Personal Liability Section All claims attributable to

- (i) the same act or omission
- (ii) a series of acts or omissions consequent upon or attributable to the same original cause or source

will be regarded as one claim for which the Company's liability shall not exceed any of the specified amounts detailed in the Schedule as limits of indemnity or the amount of any other limit stated in the Policy

The amount of the Deductible shall form part of such limit of indemnity and for the avoidance of doubt the limit of indemnity shall not apply in excess of the amounts stated as a Deductible

Property Damage Section

Definitions

In this Section the following terms shall have the following meanings

Damage or Damaged

Damage or Damaged means accidental loss or destruction of or damage

Golf Equipment

Golf Equipment means golf clubs golf club bag caddy car golf shoes golf waterproofs golf hats golf gloves golf carry bag (excluding mechanically propelled buggies) GPS/Electric golf aids

Personal Clothing

Personal Clothing means jackets jumpers trousers and ordinary shoes watches and jewellery

Cover

1. General

If during the Period of Insurance the Property Insured described in the Schedule or any part thereof shall be Damaged (other than by an excluded cause) the Company will pay to the Named Insured the value of the Property Insured or the amount of the Damage at the time of the happening of such Damage or at the Company's option reinstate replace or repair such Property Insured or any part thereof provided that the Company's liability in respect of each insured item shall be limited to the sum insured for that item in the Schedule

2. Hole In One

The Company will

(a) pay up to €250 for vouched bar expenses incurred on the day in the club bar

or

(b) at the Insured's discretion provide €100

to any member of the golf club who holes their first tee shot whilst playing in any official club competition official affiliated golf society competition or Golfing Union of Ireland Competition.

All claims must be supported by

(a) the original signed score card which must be additionally signed by the Club Secretary or

(b) a copy of the original signed score card which must be additionally signed by the Club Secretary

The Section Deductible does not apply in respect of this Cover Clause

3. Automatic Reinstatement

In the absence of written notice by the Company or the Insured to the contrary the insurance shall not be reduced by the amount of any loss

Condition

1. Company's Rights following a Claim

On the happening of Damage in respect of which a claim is made the Company and any person authorised by the Company may without thereby incurring any liability or diminishing any of the Company's rights under this Policy take or keep possession of or require to be delivered to the Company any Property Insured and deal with such Property for all reasonable purposes and in any reasonable manner

No Property may be abandoned to the Company whether taken possession of by the Company or not

Exclusions

The insurance provided under this Property Damage Section does not cover

1. Damage caused by or consisting of inherent vice latent defect gradual deterioration wear and tear frost change in water table level its own faulty or defective design or materials
2. Damage caused by or consisting of
 - (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects humidity contamination or action of light
 - (ii) change in temperature colour flavour texture or finish

but this shall not exclude

- A. such Damage as described in paragraphs (i) to (ii) above which itself results from another cause not otherwise excluded
 - B. subsequent Damage which itself results from a cause not otherwise excluded
3. Damage caused by pollution or contamination but this shall not exclude Damage to the Property Insured not otherwise excluded caused by
 - (a) pollution or contamination which itself results from a Defined Peril
 - (b) a Defined Peril which itself results from pollution or contamination
 4. Damage to the Property Insured resulting from its undergoing any process of production packing treatment commissioning servicing or repair
 5. Damage caused by breakdown or derangement of machinery or equipment
 6. A dishonest deliberate or fraudulent act of the Insured
 7. Damage to smartphones or mobile phones

Personal Accident Section

Definitions

Accident

Accident means a sudden unexpected unusual specific event which occurs at an identifiable time and place during the Period of Insurance

Bodily Injury

Bodily Injury means an identifiable physical injury which is caused by an Accident and solely and independently of any other cause except from medical or surgical treatment rendered necessary by such injury occasions the death or disablement of the Insured within 24 months from the date of the Accident

Loss of Sight

Loss of Sight means

- (a) in both eyes if the Insured's name is added to the Registrar of Blind Persons on the authority of a fully qualified ophthalmic specialist
- (b) in one eye if after correction the degree of sight an Insured has left in that eye is 3/60 or less on the Snellen Scale

Loss of Limb

Loss of Limb means

- (a) In the case of a leg
 - (i) loss by permanent physical severance at or above the ankle or
 - (ii) permanent and total loss or use of a complete foot or leg
- (b) In the case of an arm
 - (i) loss by permanent physical severance of the four fingers at or above the metacarpophalangeal joints (where the fingers join the palm of the hand) or
 - (ii) permanent and total loss of use of a complete arm or hand

The Company shall pay to the Insured the amount of the benefit specified in the Schedule in respect of the Contingencies detailed below if the Insured sustains Bodily Injury caused by an Accident occurring during the Period of Insurance and arising in connection with the Insured Activity

Contingencies

1. Death
2. Permanent Loss of Sight in one or both eyes
3. Permanent loss of all hearing in one or both ears
4. Loss of one or more limbs
5. Temporary total disablement from engaging in or giving attention to his profession or occupation
6. Permanent and total disablement which shall permanently and totally disable the Insured from following or engaging in or giving attention to any kind of profession or occupation
7. Medical surgical or optical expenses including hospital nursing treatment and ambulance hire not recoverable from any other source
8. Dental expenses not recoverable from any other source
9. Fractures
10. Facial Scarring
11. Hospitalisation
12. Coma



Extension

Exposure

If an Insured suffers a Contingency arising out of Bodily Injury caused by the unavoidable exposure to the elements the Company will consider it as having been caused by an Accident

Conditions

1. The Insured shall notify the Company of any potential claim as soon as possible
2. Any benefit for persons under 18 years of age will be paid to the Insured's guardians
3. Benefit cannot be paid under more than one of the Contingencies 1 to 4 and 6 in connection with the same Accident
4. Payment of a claim under one of the Contingencies 1 to 4 and 6 will end the Cover granted insofar as it applies to the Insured concerned
5. The benefit under Contingency 5 shall not be payable for more than 104 weeks in respect of any one Accident calculated from 14 days from the commencement of the date of the disablement
6. If and when benefit becomes payable under any of Contingencies 1 to 4 or 6 weekly benefit being paid in connection with the same Accident will cease and any weekly benefit already paid under Contingency 5 will be deducted from the benefit payable under Contingency 1 to 4 or 6
7. All certificates information and evidence required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company may prescribe An Insured as often as required shall submit to medical examination on behalf of the Company at his own expense in respect of any alleged bodily injury The Company shall in the event of the death of an Insured be entitled to have a post-mortem examination at its own expense

Exclusions

The Company will not pay any benefits in respect of any Contingency

1. arising from intentional self-injury suicide or attempted suicide provoked assault or deliberate exposure to danger (except in an attempt to save human life)
2. arising from accidents happening when the Insured is under the influence of intoxicants or drugs (other than those taken under medical or dental supervision)
3. arising from accidents happening while engaged in aviation as a pilot

Personal Liability Section

Definitions

In this Section the following terms shall have the following meanings

Bodily Injury

Bodily Injury means

- (a) death injury disease or illness of any person
- (b) (i) mental injury
- (ii) mental anguish
- (iii) shock

that results in a recognisable psychiatric injury

Damage

Damage means

- (a) physical loss of or damage to tangible property including attendant loss of use of such property
- (b) nuisance trespass or interference with any easement right of air light water or way

1. Legal Liability

The Company will indemnify the Insured subject to the Limit of Indemnity in respect of all sums which the Insured shall become legally liable to pay as Compensation for and arising out of accidental Bodily Injury or Damage occurring during the Period of Insurance and arising in connection with an Insured Activity

2. Claimants' Costs and Expenses

The Company will in addition to the Limit of Indemnity indemnify the Insured in respect of all sums the Insured shall become legally liable to pay as claimants' costs and expenses in connection with the indemnity provided under Cover clause – Legal Liability

3. Defence Costs and Expenses

The Company will in addition to the Limit of Indemnity indemnify the Insured in respect of all

- (a) costs of legal representation reasonably incurred with the Company's written consent at any
 - (i) coroner's inquest or other inquiry in respect of any death
 - (ii) proceeding in a court (other than in the defence of any criminal proceedings brought or in an appeal against conviction arising from such criminal proceeding) in respect of any act or omission causing or relating to any matter
- (b) other costs and expenses reasonably incurred with the Company's written consent

which may be the subject of indemnity under Cover clause – Legal Liability

Limit of Indemnity

The Limit of Indemnity is stated in the Schedule and applies to Compensation for accidental Bodily Injury or Damage payable in respect of any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

Provided that

- (a) where the Limit of Indemnity is less than the total amount of the Insured's liability (the total liability excluding any costs and expenses) then the costs and expenses payable under Cover clause – Claimant's Costs and Expenses and Cover clause – Defence Costs and Expenses shall be limited to the proportion that the Limit of Indemnity bears to the total amount of such liability
- (b) the Deductible in respect of Compensation and claimants' costs and expenses will be payable before the Company shall be liable to make a payment

Exclusions

The Company shall not be liable to indemnify the Insured in respect of

1. the cost of making good Damage to property
 - (a) belonging to the Insured or
 - (b) in the Insured's care custody or control
 2. liability assumed by the Insured under contract or agreement to any person firm or company unless such liability would have attached notwithstanding such contract or agreement
 3. liability arising from the ownership possession or use by or on behalf of the Insured of any vessel or craft made or intended to float on or in or travel through water or air or space
 4. liability arising from or caused by the ownership possession or use by or on behalf of the Insured of any mechanically propelled vehicle or plant
 5. liability arising out of or for the cost of removing nullifying or clearing up any actual or alleged Pollution or Contamination
 - (a) within the United States of America its territories and possessions Puerto Rico and Canada or
 - (b) elsewhere in the world unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- A. all pollution or contamination of buildings or other structures or water or land or the atmosphere
- and
- B. all Damage or Injury directly or indirectly caused by such pollution or contamination
6. liability arising out of libel or slander
 7. liability arising out of advice design plan formula specification or omission to perform a professional duty provided for a fee or in circumstances where a fee would normally be charged

Provided that

- (i) notwithstanding General Condition 17 or any amendment thereto the Company shall not grant indemnity in respect of any claim brought in the courts of the United States of America its territories and possessions Puerto Rico and Canada or in respect of the enforcement of a judgement obtained in any such courts
- (ii) all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- (iii) the liability of the Company for all Compensation payable in respect of all Pollution or Contamination which has occurred or is deemed to have occurred during the Period of Insurance shall not exceed the Limit of Indemnity in the aggregate

For the purpose of this Exclusion 'Pollution or Contamination' shall mean



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Travelers Insurance Designated Activity Company

Travelers Insurance DAC is regulated and authorised by the Central Bank of Ireland.

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