

# Contract Works Policy

## Important Information

Please read and keep safe

# Introduction

## Your Policy and Schedule

Here is your Contract Works Policy containing full details of the insurance being provided. The Schedule contains particulars personal to your insurance protection under the policy including the levels of cover operative, and should be read in conjunction with the rest of the policy.

May we please ask you to examine this Policy and Schedule carefully to ensure it meets with your particular needs.

## The Law applicable to the Contract

Under the relevant European and Irish legal provisions, the parties to the proposed contract of insurance, we, Aviva Insurance Ireland DAC, and you, the Proposer, are free to choose the law applicable to the contract. We propose that Irish law will apply to the contract. The Insurer with which your contract will be concluded is Aviva Insurance Ireland DAC.

## Complaints Procedure

We aim to give excellent service to all our customers; however, we recognise that things may occasionally go wrong. We will do our best to deal with your complaint as effectively and quickly as possible.

If you arranged your policy cover through an intermediary or broker then you should initially direct your complaint to them. If the complaint is not resolved to your satisfaction you can contact Aviva Insurance Ireland DAC at 1800 666 555.

You can also write to the Aviva Ireland Complaints Team - Aviva Insurance Ireland DAC, Cherrywood Business Park, Dublin, Ireland, D18 W2P5 or you can contact:

- **Insurance Ireland** at Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, DO1 E7E8.  
Phone: 01 676 1914  
Fax: 01 676 1943  
E-mail: iis@insuranceireland.eu  
Website: www.insuranceireland.eu
- **Financial Services and Pensions Ombudsman**  
Lincoln House, Lincoln Place, Dublin 2, D02 VH29  
Phone: 01 567 7000  
E-mail: info@fspo.ie  
Website: www.fspo.ie

You will not lose your right to take legal action if you contact either of the above.

## Contract Works Policy

In consideration of the Insured named in the Schedule paying to the Aviva Insurance Ireland DAC (the Company) the Premium mentioned in the Schedule, the Company will to the extent of and subject to the terms of this Policy indemnify the Insured in respect of loss or damage however caused to the Property Insured occurring on or adjacent to the site (other than the site of a nuclear installation) of any Contract or Works to which this Policy applies within Ireland Northern Ireland Great Britain the Channel Islands or the Isle of Man during any Period of Insurance

Where applicable, where insurance cover is provided under this Policy in respect of risks established or located in the United Kingdom [notified to and accepted by the Company], the insurance cover in respect of those risks will be provided through the Company's branch in the United Kingdom.

## Insurance Act 1936

All monies which become or may become due under this Policy shall in accordance with Section 93 be payable and paid in the Republic of Ireland.

## Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

## Government Charges

The First Premium herein includes any such charges.

## Cooling Off Period

If the Insured cancels their Policy within 14 working days from the start date of the policy (the "Cooling Off Period"), the Company will refund their premium for the period of insurance remaining.

If the Insured cancels the Policy after the Cooling Off Period, please refer to General Condition 7 Cancellation of this Policy for terms and conditions.



**Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.  
Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.

# Extensions

This Policy extends to include

## TRANSIT

- 1 loss of or damage to the Property Insured whilst in transit to or from any Contract or Works to which this Policy applies including loading unloading and any storage en route anywhere within Ireland, Northern Ireland, Great Britain, the Channel Islands, or the Isle of Man other than
  - (a) by sea or air
  - (b) any mechanically propelled vehicle under its own power
  - (c) employees' tools and personal effects

## ADDITIONAL INTERESTS

- 2 the interest of any Employer or Contractor (whichever is applicable) in respect of any Contract or Works to which this Policy applies but only to the extent to which that interest is required to be insured by the terms of the contract entered into between the Employer and the Contractor and where under the terms of the contract the Insured is responsible for arranging the insurance of the Works

## ARCHITECTS' SURVEYORS' AND CONSULTING ENGINEERS' FEES

- 3 Architects', Surveyors', Consulting Engineers', and other such professional fees necessarily incurred in the reinstatement of the Property Insured consequent upon its loss or damage but not for preparing any claim

## REMOVAL OF DEBRIS

- 4 costs and expenses incurred by the Insured with the consent of the Company in
  - (a) removing debris
  - (b) dismantling and/or demolishing
  - (c) shoring up or propping

of the portion or portions of property lost or damaged which is the subject of indemnity under this Policy but the Company shall not be liable in respect of costs and expenses arising from any pollution or contamination of property not insured hereby

## OFF-SITE STORAGE

- 5 materials and goods whilst not on the site of any contract but intended for inclusion in any Contract Works covered by this Policy where the Contractor is responsible under any standard printed contract conditions provided that the value of such materials and goods has been included in an interim certificate and the materials and goods are separately stored and identified as being designated for incorporation in a specific contract

## PUBLIC AUTHORITIES' CLAUSE

- 6 following damage to the Property Insured under Item 1 of the schedule the additional cost of reinstatement as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Municipal or Local Authority but excluding
  - (a) the cost of complying with any of the said Regulations or Bye-Laws
    - (i) in respect of damage occurring prior to the granting of this Extension
    - (ii) under which notice has been served upon the Insured prior to the happening of the damage
    - (iii) in respect of undamaged property or portions of property other than foundations of that portion of the property damaged
  - (b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reasons of compliance with any of the said Regulations or Bye-Laws

The work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the said Regulations or Bye-Laws so necessitate) subject to the liability of the Company under the Extension not being thereby increased

## HIRE CHARGES LIABILITY

- 7 in the event of loss of or damage to an item of Property described under Item 4 of the Schedule (liability for which has been admitted or would have been admitted but for the application of the Insured's Retained Liability) payment of hire charges for which the Insured is responsible in respect of the lost or damaged item of Property during the period in which such Property cannot be used as a result of the loss or damage

Provided that

- (i) no liability shall attach to the Company under this Extension if at the time of the happening of the loss or damage the Insured is party to a contract other than a contract incorporating the current General Conditions of Hire as approved by the Irish Contractors' Plant Association and the Civil Engineering Contractors' Association for the hire of the lost or damaged item of Property
- (ii) the Company shall not be liable for the hire charges accruing during the 24 hours immediately following the occurrence of the loss or damage

# Extensions (continued)

## EXPEDITING EXPENSES

- 8 in the event of loss of or damage to the Property described under Item 1 of the Schedule (liability for which has been admitted under this Policy or would have been admitted but for the application of the Insured's Retained Liability) additional costs reasonably incurred by the Insured in reinstatement of the lost or damaged Property by way of overtime rates of wages and the cost of special delivery

Provided that the liability of the Company in respect of such additional costs shall not be increased by more than 25% of the finally agreed value of any claim before the deduction of the Insured's Retained Liability

## IMMOBILISED PLANT

- 9 the necessarily incurred cost of recovery or withdrawal of unintentionally immobilised plant or equipment provided that such recovery or withdrawal is not necessitated solely by electrical or mechanical breakdown or derangement

## FIRE BRIGADE CHARGES

- 10 the Company will indemnify the Insured in respect of Fire Brigade attendance charges as may be levied by any Local Authority in dealing with any fire which results in a claim under the policy. The Company's Liability in respect of these charges shall not exceed €25,000

## PLANT OFF SITE

- 11 loss of or damage to Property covered under items 2, 3 and 4 whether or not the Property is on or adjacent to the site or part of any Contract or Works to which this Policy applies within the territorial limits.

# General Exceptions

This policy does not cover or indemnify the Insured in respect of

## RETAINED LIABILITY

- 1 the amounts specified as the Insured's Retained Liability

## COMPLETED PENDING SALE

- 2 loss of or damage to any part of the Property Insured after such property has been completed pending sale or leasing other than any private dwelling house completed pending sale for a period of 90 days from the date of its completion or until sold whichever is the earlier

## COMPLETED TAKEN INTO USE AND MAINTENANCE

- 3 loss of or damage to any part of the permanent works
- (a) after such part has been completed and delivered up to the owner tenant or occupier or
  - (b) after such part has been taken into use by the owner tenant or occupier or
  - (c) for which a certificate of completion has been issued other than where loss or damage (not otherwise excluded by this Policy) is the responsibility of the Contractor
    - (i) under the terms of any Maintenance Period Defects Liability Period or Defects Correction Period clause incorporated in any standard printed form of contract conditions the period of which does not exceed 12 months duration
    - (ii) during the first fourteen days after the issue of a Certificate of Completion but only to the extent required by any standard printed conditions of contract
- 4 loss of or damage to

### Existing Property & Secondhand Materials

- (a) property forming or which has formed part of any structure prior to the commencement of the Contract or Works

### Money etc.

- (b) deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money, or stamps

### Licensed Road Vehicles

- (c) any mechanically propelled vehicle including any trailer attached thereto licensed for road use and for which a Certificate of Motor Insurance is required other than a vehicle used solely as a tool of trade on a site to which this Policy applies

### Mechanical Failure

- (d) constructional plant due to its own mechanical failure or derangement but this Exception shall not apply to
- (i) plant for which the Insured is responsible under the terms of a hiring agreement (not being a leasing or hire purchase agreement) for the hiring in of such plant
  - (ii) loss of or damage to other Property Insured

# General Exceptions (continued)

## Waterborne Vessels & Aircraft

- (e) (i) any vessel or craft made or intended to float on or in or travel on or through water or air
- (ii) plant tools equipment or other things in or on any vessel or craft except whilst in transit by inland waterway

## Property for which the Contractor is not responsible

- (f) property for which the Contractor is relieved of responsibility by conditions of contract

## DEFECTIVE PROPERTY

- 5 loss of or damage to and the costs necessary to replace repair or rectify Property Insured
  - (a) which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
  - (b) which is necessary to enable the replacement repair or rectification of Property Insured excluded by 5(a) above

but exclusion 5(a) above shall not apply to other Property Insured which is free of the defective condition and is damaged as a consequence thereof.

For the purposes of this exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

## NORMAL UPKEEP OR MAKING GOOD

- 6 the cost of normal upkeep or normal making good

## POLLUTION OR CONTAMINATION

- 7 loss or damage caused by pollution or contamination other than that of or to the Property Insured

## WEAR AND TEAR, CONFISCATION

- 8 loss or damage due to
  - (a) wear and tear rust mildew or other deterioration
  - (b) confiscation nationalisation or requisition or destruction by or under the order of any government or public or local authority

## INVENTORY LOSSES

- 9 loss of property by disappearance or shortage which is only revealed when an inventory is made or is not traceable to an event

## PENALTIES & CONSEQUENTIAL LOSSES

- 10 penalties under contract for delay or non-completion or consequential loss or damage of any kind or description

## TERRORISM

- 11 any liability loss damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss
- this endorsement also excludes liability loss damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism

for the purpose of this exclusion, terrorism means an act and/or threat of force or violence by any person or persons, whether acting alone or on behalf of or in connection with any organization committed for political or other purposes with including the intention to influence any government and/or to put the public or any section of the public in fear

if the Company maintain that by reason of this exclusion any liability loss damage cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Insured.

## CYBER RISK

- 12 1 Any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Cyber Incident or the fear or threat (whether actual or perceived) of a Cyber Incident, regardless of any other cause or event contributing concurrently or in any other sequence thereto including, without limitation to the scope of the foregoing, any action taken in controlling, preventing, suppressing or remediating any Cyber Incident.
- 2 This endorsement supersedes and, if in conflict with any other wording in this Policy having a bearing on a Cyber Incident, Electronic Data or Malware or Similar Mechanism, replaces that wording.
- 3 However, subject to all the terms, conditions, limitations and exclusions of this Policy, paragraph 1 shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that an insured establishes that such physical loss, destruction or damage was directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy. Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data, directly occasioned by a Cyber Incident, shall not be recoverable hereunder nor be considered as physical loss, destruction or damage for the purposes of paragraphs 3 or 4.
- 4 Notwithstanding the foregoing, subject to all the terms, conditions, limitations and exclusions of this Policy, in the event of physical loss or destruction of, or physical damage to, hardware or an Electronic Data storage device of a Computer System directly caused by a Specified Peril listed in paragraph 5, where specifically insured by this Policy, which results in loss or destruction of, or damage to, Electronic

# General Exceptions (continued)

Data then this Policy will cover reasonable and necessary expenses incurred in recreating, gathering or assembling such Electronic Data, but excludes the value of the Electronic Data to an insured or any other party.

5 For the purposes of this clause only, a "Specified Peril" means one of the following perils: Fire; lightning; explosion; aircraft and aerial devices dropped from them.

6 The following definitions apply to this clause and retain the same meaning throughout:

6.1 "Cyber Incident" shall include

- (i) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;
- (ii) Malware or Similar Mechanism;
- (iii) programming or operator error whether by the insured or any other person or persons;
- (iv) any unintentional or unplanned – wholly or partially - outage of the insured's Computer System not directly caused by physical loss or damage, affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

6.2 "Computer System" means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

6.3 "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.

6.4 "Malware or Similar Mechanism" means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to 'virus', 'Trojan horses', 'worms', 'logic bombs' or 'denial of service attack'.

6.5 "Policy" means this policy and any endorsement thereto

## WAR ETC.

13 Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been

contributed to by any other cause or event

- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, civil commotion assuming the proportions of or amounting to an uprising, insurrection, rebellion, revolution, military or usurped power, mutiny or military uprising or martial law
- (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

## RADIOACTIVE CONTAMINATION

- 14
- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiation 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 or contaminating 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

## SONIC BANGS

15 loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

# General Exceptions (continued)

## DATE RECOGNITION

- 16 liability in respect of any claim of whatsoever nature which arises directly or indirectly from or consisting of the failure or inability of any
- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware program, computer data processing equipment, telecommunication or systems, or any similar device
  - (b) media or systems used in connection with any of the foregoing
- whether the property of the insured or not at any time to achieve any or all of the purposes and consequential effects intended by the use of any number symbol or word to denote a date including without limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate interpret transmit return calculate or process date, data information, command logic or instruction as a result of
- (i) recognising using or adopting any date, day of the week or period of time otherwise than as or the true or correct date, day of the week or period of time
  - (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above

## Exemption to Date Recognition

Provided always that this exclusion shall not apply to:

Subsequent damage to or loss or destruction of property owned by in the possession of or held in trust by the Insured and / or the Insured's consequential loss arising from loss or destruction of or damage to any property if directly caused by Fire lightning explosion aircraft and other aerial devices dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal or stealing only where these covers are provided by the Policy

## CESSATION OF WORK

- 17 the Company shall not be liable in respect of any loss of or damage to any contract site covered by this policy where work has ceased for a period exceeding 3 consecutive months, unless agreed by the company in writing.

## CIVIL COMMOTION IN NORTHERN IRELAND

- 18 loss or destruction or damage to any property whatsoever directly or indirectly caused by resulting from or in connection with civil commotion in Northern Ireland regardless of any other cause contributing concurrently or in any other sequence to the loss.

# Limit of Liability

## THE LIABILITY OF THE COMPANY

- 1 under Item 1 and any extension thereof shall not exceed 125% of the Estimated Original Contract Price including the value of Free Materials in respect of any one Contract or Works
  - 2 under Items 2, 3 and 5 shall not exceed the Sum Insured thereon
- except as far as reinstatement thereof is made as herein stated
- 3 under Item 4 shall not exceed the Sum Insured thereon in respect of any one item nor 200% of that Sum Insured in respect of any one incident
  - 4 under Extension 4 shall not exceed an amount of 25% of the Estimated Original Contract Price including the value of Free Materials in respect of any one incident
  - 5 under Extension 7 shall not exceed an amount of €13,000 in respect of any one incident

## REINSTATEMENT OF SUM INSURED

In consideration of the Sum Insured not being reduced by the amount of any loss the Insured shall pay the appropriate additional premium on the amount of the loss from the date thereof to the date of the expiry of the Period of Insurance (which additional premium shall be disregarded for the purpose of any adjustment of the premium under General Condition 5 of this Policy) and agrees to comply with any recommendations or other measures the Company may require to reduce the risk of further loss or damage

## DEFINITIONS

- 1 **Free Materials**  
shall mean and be limited to any materials supplied by or provided to the Insured for inclusion in the Contract or Works for which the Insured is responsible the value of which will not be included in the final valuation of the Works carried out or Final Contract Price and which are not otherwise excluded from this Policy
- 2 **Estimated Original Contract Price**  
shall mean an estimated valuation of Works to be carried out or the estimated contract price at the commencement date of the Contract or Works



# General Conditions

## IDENTIFICATION

- 1 This Policy Schedule and any Memoranda or Endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy, Schedule, Memoranda or Endorsements shall bear such meaning wherever it may appear

## PRECAUTIONS

- 2 The Insured shall take all reasonable precautions to prevent loss or damage and the Company's representatives shall have access at all reasonable times to the site of any Contract or Works and the Property Insured

## DUTY OF DISCLOSURE AND ALTERATION OF RISK

- 3 The Insured is under a duty to answer all questions, which the Company ask, honestly and with reasonable care. The answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance must be true and complete.

This is for the Insured's protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy could be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

The Insured may lose all cover under this policy if, since the start date of the policy or the last renewal date (whichever is the latest), there is a material change in the Insured's circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of this policy or the nature of the risk underwritten) including but not limited to such changes relating to the Premises, the Business, the occupancy, the duties or the activities of the Insured.

If the Insured is not sure whether to tell the Company about a change in respect of the Insured's circumstances, the Insured should contact their broker immediately.

In addition, the Insured must tell the Company immediately about changes, that have not already been advised to the Company, relating;

- 1 to any accident, loss or claims made against the Insured in the last five years, and/or any claims currently outstanding/pending;
- 2 to any convictions, offences or prosecutions pending of any nature (for example, but not limited to, fraud, theft or handling stolen goods) that are not considered a 'spent conviction'\* under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016,
- 3 to the Insured's access to any hazardous sites or locations;
- 4 to the Insured's business being wound up or carried on by a liquidator or receiver or permanently discontinued.

## Additional Duty of Disclosure for Non-Consumer Customers

### PLEASE NOTE - IF THE INSURED IS NOT A CONSUMER (AS DEFINED BELOW) THE FOLLOWING DUTY ALSO APPLIES.

In addition to the above, the Insured must also tell the Company about **any other facts**, which are likely to affect whether the Company agrees to provide cover, or how the Company assess the risks proposed for insurance.

If the Insured is not sure whether they should tell the Company about something, they should tell the Company anyway. This is for the Insured's own protection because, if the Insured does not give the Company all the information the Company needs, the policy may not provide the Insured with the cover the Insured needs, a claim may not be paid, the policy may be declared invalid and void or may be cancelled, and the Insured may encounter difficulty trying to purchase insurance elsewhere.

### Consumer Definition:

Consumer means a 'consumer' as defined by section 2(1) of the Financial Services and Pension Ombudsman Act 2017. For the avoidance of doubt, the definition of 'consumer' shall include:

- (i) a natural person, not acting in the course of business
- (ii) a sole trader, partnership, trust club or charity (not being a body corporate), with an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, or
- (iii) an incorporated body that
  - (a) had an annual turnover in its previous financial year (within the meaning of section 288 of the Act of 2014) of €3 million or less, and
  - (b) is not a body corporate that is a member of a group of companies (within the meaning of section 8 of the Act of 2014) with a combined annual turnover (in the previous financial year (within the meaning of section 288 of the Act of 2014) of the group of companies), of greater than €3 million

\* An individual is not required to disclose a spent conviction when supplying information on past convictions. To determine if a conviction is a 'spent conviction' under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016 please visit [www.Irishstatutebook.ie](http://www.Irishstatutebook.ie)

## OBSERVANCE OF CONDITIONS

- 4 The obligation of the Company to make any payment under this Policy is conditional upon
  - (a) the answers in any proposal, statement of fact, declaration and any other document provided by the Insured to the Company for this insurance being true and complete to the best of the knowledge and belief of the Insured and such proposal, statement of fact, declaration and any other document provided by the Insured to the Company shall be part of this contract and is deemed to be incorporated herein



# General Exceptions (continued)

- (b) the Insured or any other person on whose behalf payment is claimed observing the terms and conditions of this Policy in so far as they apply
- (c) the due observance and fulfillment of the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

## PREMIUM ADJUSTMENT

- 5 The premium for this Policy is provisional and has been calculated on estimates given by the Insured who shall keep accurate records containing all relevant particulars and which will be made available to the Company should they so require. The Insured shall within three months of the expiry of each Period of Insurance declare to the Company the information required and the premium for such Period of Insurance will be adjusted and a return allowed or additional premium charged as the case may be but subject to any minimum requirements

## FRAUD AND MISREPRESENTATION

- 6 The Insured may lose all benefit under this Policy if any claim is fraudulent in any way or if the Insured or anyone acting on their behalf has used any type of fraud relating to this insurance Policy (this includes exaggerating a claim, making a claim which is in any way false, or use of any false or stolen documents when making a claim).

The Insured may lose some or all benefit under this Policy if they have not answered all questions, which the Company have asked, honestly and with reasonable care (including any answers or information the Insured has provided to the Company that may have affected the Company's decision to provide cover or in calculating the Policy premium) or if the Insured has used any false or stolen documents in applying for the cover provided under this Policy.

In the event of any fraud relating to this insurance Policy the Company may cancel the Policy and retain the premium paid.

## CANCELLATION

- 7 (i) The Company may cancel this Policy by sending 10 days' notice by registered post to the Insured at their last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.
- (ii) The Insured may cancel this Policy after the "Cooling Off Period" by giving the Company written notice and provided that there have been no:
- (a) claim(s) made under the policy for which the Company have made a payment
  - (b) claim(s) made under the policy which are still under consideration

- (c) incident(s) which the Insured is aware of and are likely to give rise to a claim which has already been or is yet to be reported to the Company during the current Period of Insurance, the Company will refund to the Insured a proportionate part of the premium paid for the unexpired period.

For information on how to cancel within the "Cooling Off Period" please read page 1

## MID TERM ALTERATIONS

- 8 If you make an alteration to your policy and this results in a change of premium, we will not charge or refund any amount under €20

# Claims Conditions

## ACTION BY INSURED

### Notice of Claims

- 1 (a) In the event of any occurrence 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 with full details and as far as practicable there shall not be any alteration or repair until the Company shall have had an opportunity of inspecting
- (b) In the case of theft, loss, or wilful damage to the Property Insured the Insured shall give notice to the police and render all reasonable assistance in causing the discovery and punishment of any guilty person and in tracing and recovering such Property Insured

### Admission of Liability

- 2 The Insured shall make no admission of liability or offer promise of payment without the written consent of the Company

### Diminution of Loss or damage

- 3 The Insured shall carry out and permit any action to be taken which may be reasonably practicable to diminish any loss or damage and at the request and expense of the Company do and co-operate in any measures that may be reasonably required

### Control of Claims

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

The Insured shall not in any case be entitled to abandon any property to the Company

The Insured shall not accept any payment nor make nor accept any settlement or arrangement in respect of any loss or damage without the written consent of the Company

Any waiver of rights shall be at the expense of the Insured

## COMPANY'S RIGHTS

### Settlement

- 5 The Company may at its option repair, reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money.

The Company shall not be responsible for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair

If the Company agree to pay the Insured in respect of loss or destruction of or damage to the property insured, the Company reserves the right to make staged payments and a portion of the agreed sum will be retained by the Company until all works are completed within the agreed scope and final invoice submitted.

### Other Insurances

- 6 If at the time of any occurrence or claim there is or but for the existence of this Policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Company shall not be liable under this Policy to indemnify the Insured in respect of such occurrence or claim except so far as concerns any excess beyond the amount which would be payable under such other indemnity or insurance had this Policy not been effected

### Arbitration

- 7 If any dispute should arise between the Company and the Insured over a claim it shall in default of agreement be referred within twelve months of the dispute arising to an Arbitrator appointed jointly by the parties or failing agreement appointed by the President for the time being of the Law Society of Ireland and the decision of such Arbitrator shall be final and binding on both parties

If such dispute has not been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and not be recoverable thereafter



*For our joint protection, we may record and  
monitor phone calls.*

**Aviva Insurance Ireland DAC**

Aviva Insurance Ireland Designated Activity Company, trading as Aviva, is regulated by the Central Bank of Ireland.

A private company limited by shares.

Registered in Ireland No. 605769.

Registered Office: Cherrywood Business Park, Dublin, Ireland, D18 W2P5.