

## YOUR CONTRACT WORKS POLICY

### IMPORTANT NOTICE TO THE INSURED

This insurance is a legal contract. The *Insured* should read it carefully to ensure that it is in accordance with its requirements and that the *Insured* understands its terms and conditions. The insurance broker or other intermediary who arranged this insurance for the *Insured* should be contacted as soon as practicably possible if any correction is required. The *Insured's* attention is particularly drawn to the notices that appears overleaf.

**Administered by Optis Insurances Limited**

Registered office: Unit 1, Knightsbrook Square, Knightsbrook, Trim, Co.  
Meath C15 AN81 Registered in Ireland  
Optis Insurances Limited t/a Optis Insurance is regulated by the Central  
Bank of Ireland

## NOTICES

### Important Information

This Contract Works Policy is a contract between You and Us administered by Optis Insurance on Our behalf.

This Policy consists of this document, the Schedule, Endorsements, if any, all of which are a single document and are to be read as one contract. In this Policy, certain words or phrases are specially defined. In deciding to accept this Policy and in setting the terms and premium We have relied on the information which You have provided to Us.

In consideration of You paying to Us the premium mentioned in the Schedule, We will insure You, subject to the terms and conditions of this insurance, against the events set out in the Policy, during the Period of Insurance or any subsequent period for which We agree to accept payment of premium.

Please read this Policy carefully to ensure it meets with Your particular needs. Keep this information in a safe place - You may need to refer to it if You have to make a claim.

### Regulatory Information

1. Lloyd's Insurance Company S.A.

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](http://www.nbb.be). Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels)

E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com).

2. Registered in England Number 1815126XL Catlin Services SE

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: Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland. Registered in Ireland Number 659610

3. Optis Insurances Limited

Registered Office: Unit 1, Knightsbrook Square, Knightsbrook, Trim, Co. Meath C15AN81

Optis Insurances Limited t/a Optis Insurance is regulated by the Central Bank of Ireland

The *Insured* can check this information on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate

### Complaints Procedure

The *Insurer* is dedicated to providing a high-quality service and wants to ensure that they maintain this at all times.

Any complaint should be addressed to:

Head of Complaints Management

Lloyd's Insurance Company S.A.

Bastion Tower

Marsveldplein 5

1050 Brussels

Belgium

Tel: +32 (0)2 227 39 40

E-mail: [lloydseurope.complaints@lloyds.com](mailto:lloydseurope.complaints@lloyds.com).

The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

The *Insured* will also be informed of the name of one or more individuals that will be their point of contact regarding the *Insured's* complaint until the complaint is resolved or cannot be progressed any further. The

Insured will be provided with an update on the progress of the investigation of their complaint, in writing, within 20 (twenty) business days of the complaint being made.

A decision on the *Insured's* complaint will be provided to them, in writing, within 40 (forty) business days of the complaint being made.

Should the *Insured* remain dissatisfied with the final response or if the *Insured* has not received a final response within 40 (forty) business days of the complaint being made, the *Insured* may be eligible to refer their complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

**Financial Services and Pensions Ombudsman**

3rd Floor, Lincoln House, Lincoln Place,

Dublin 2 D02 VH29

Ireland

Tel: +353 1 567 7000

Fax: +353 1 6 620 890

E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)

If the *Insured* has purchased this policy online the *Insured* may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is [www.ec.europa.eu/odr](http://www.ec.europa.eu/odr).

The complaints handling arrangements above are without prejudice to the Insured's right to commence a legal action or an alternative dispute resolution proceeding in accordance with the Insured's contractual rights.

**Guarantee Scheme**

Depending upon where in the EEA the Insured and/or the insured risk is located there may be a local scheme that applies. Where a scheme is available in an EEA member state it may cover only limited types of insurance (e.g. compulsory motor cover) although some jurisdictions have wider schemes. If the Insured has any questions, please contact the Insurer.

**Accessibility**

Upon request the *Insured* can be provided by Optis Insurances Limited, with Braille, audio or large print versions of the policy and the associated documentation. If the *Insured* requires an alternative format the *Insured* should contact its broker through whom this policy was arranged.

**Insurance Act 1936**

All monies which become or may become payable by the *Insurer* or the *Insured*, shall in accordance with Section 93 of the Insurance Act 1936 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.

**Currency**

The currency of all *Premiums*, *Sums Insured*, limits of liability and excesses shown in the *Schedule* of this policy or any subsequent renewal notice or *Endorsement* shall be deemed to be Euro.

## **Fair Processing Notice**

### **(a) Lloyd's Insurance Company S.A**

#### **Your personal information notice**

##### **Who we are**

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

##### **The basics**

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub- contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

##### **Other people's details you provide to us**

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

##### **Want more details?**

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

##### **Contacting us and your rights**

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

**Optis Insurances Limited, Unit 1 Knightsbrook Square, Knightsbrook, Trim Co. Meath.**

**Tel: 0469481667 Email: [info@optis.ie](mailto:info@optis.ie)**

You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

##### **(b) Optis Insurances Limited**

Any information the *Insured* has provided to Optis Insurances Limited will be processed in compliance with the provisions of the General Data Protection Regulation (EU) 2016/679 .

For more information about how Optis Insurances Limited process your personal data, please see our full privacy notice at

<https://www.optisweb.com/privacypolicy.pdf>

##### **Language Applicable**

All documentation and communication in respect of the policy will be in the English language.

**Sanctions**

We shall not be deemed to provide cover and shall not be liable 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 Us 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..

**Government Charges**

The first premium herein includes any such charges.

**Choice of Law**

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this Policy will be governed by Irish law and subject to the exclusive jurisdiction of the courts of Ireland.

**Rights of Third Parties**

A person who is not a party to this Policy has no right to enforce any term of this Policy but this does not affect any right or remedy of a third party that is available under the Consumer Insurance Contracts Act 2019.

**Claims Procedure**

If any incident occurs which might result in a claim the *Insured* must as soon as practicably possible contact Optis Insurances Limited the *Insurer* using the dedicated claim notification line:

Tel: (1) 6363144

[Email: claims@optis.ie](mailto:claims@optis.ie)

The *Insured* should refer to General Conditions and Claims Conditions towards the end of the policy for full details of the claims procedure and conditions.

**Contacting Optis Insurances Limited**

The *Insured* can contact Optis Insurances Limited at:

Unit 1, Knightsbrook Square,  
Knightsbrook  
Trim  
County Meath C15 AN81

**Service of Suit for Lloyd's Insurance Company S.A.**

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to its care of:

XL Catlin Services SE, UK  
Branch 20 Gracechurch  
Street  
London EC3V 0BG  
United Kingdom

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this policy and, to the extent required, shall apply to give effect to that process.

## Information You Have Given Us

In deciding to accept this Policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete.

If We establish that You fraudulently provided Us with untrue or misleading information We will have the right to:

- (a) treat this Policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If We establish that You negligently provided Us with untrue or misleading information We will have the right to:

- (i) treat this Policy as if it never existed, refuse to pay any claim and return the premium You have paid, if We would not have provided You with cover;
- (ii) treat this Policy as if it had been entered into on different terms from those agreed, if We would have provided You with cover on different terms;
- (iii) reduce the amount We pay on any claim in the proportion that the premium You have paid bears to the premium We would have charged You, if We would have charged You more.

We will notify You in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, We will have the right to:

- (1) give You notice that We are terminating this Policy; or
- (2) give You notice that We will treat this Policy and any future claim in accordance with (ii) and/or (iii), in which case You may then give Us notice that You are terminating this Policy.

in accordance with Cancellation and Cooling-Off Provisions.

## Cancellation and Cooling-Off Period

### (a) The Insured's Right to Cancel during the Cooling-Off Period

The Insured is entitled to cancel this Policy by notifying the Insurer through Optis in writing, by email or by telephone within fourteen (14) business days of either:

- (i) the date the Insured receives this Policy; or
- (ii) the start of the Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless the Insured have made a claim in which case the full annual premium is due.

### (b) The Insured's Right to Cancel after the Cooling-Off Period

The Insured is entitled to cancel this Policy after the cooling-off period by notifying the Insurer through Optis in writing, by email or by telephone. Cancellation will be effective from the date of such notice to cancel. Any return of premium due to the Insured will be calculated at a proportional daily rate depending on how long the Policy has been in force unless the Insured has made a claim in which case the full annual premium is due.

### (c) The Insurer Right to Cancel

The Insurer is entitled to cancel this Policy, if there is a valid reason to do so, including for example:

- (i) any failure by the Insured to pay the premium; or
- (ii) a change in risk which means the Insurer can no longer provide the Insured with insurance cover;  
or
- (iii) non-cooperation or failure to supply any information or documentation the Insurer requests, such as details of a claim;

by giving the Insured fourteen (14) business days' notice in writing. Any return of premium due to the Insured will be calculated at a proportional daily rate depending on how long the Policy has been in force unless the Insured has made a claim in which case the full annual premium is due.

### **Change in Circumstances**

You must tell Us through Optis as soon as practicably possible of any change in the information You have provided to Us which happens before or during any Period of Insurance.

When We are notified of a change We will tell You if this affects Your Policy. For example We may cancel Your Policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your Policy or require You to pay more for Your insurance. If You do not inform Us about a change it may affect any claim You make or could result in Your insurance being invalid.

### **Fraudulent Claims**

If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- (a) will not be liable to pay the claim; and
- (b) may recover from You any sums paid by Us to You in respect of the claim; and
- (c) may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- (i) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under this Policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) We need not return any of the premium paid.

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## Definitions

### Act of Terrorism

shall mean an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

### Computer Virus

Shall mean a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes for example 'Trojan Horses', 'worms' and 'time or logic bombs.

### Contract

shall mean the Contract indicated in the Schedule

### Contract Works

shall mean the permanent and temporary works executed in performance of the Contract for use in connection therewith, within the Policy Territories

### Damage

shall mean sudden, unforeseen physical loss, destruction or damage to the Property Insured

### Electronic Data

Shall mean 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.

### Excess

shall mean the total amount to be borne by You and deducted from each and every claim for Damage before We shall be liable to make any payment

### Endorsement

shall mean additional terms and conditions agreed by Us being applied to the Policy document which could amend or restrict cover

### Estimated Original Contract Price

shall mean an estimated valuation of Contract Works to be carried out or the estimated contract price at the commencement date of the Contract Works

### Free Materials

shall mean and be limited to any materials supplied by or provided to the Insured for inclusion in the Contract Works for which the Insured is responsible the value of which will not be included in the final valuation of the Contract Works carried out or final Contract price and which are not otherwise excluded from this Policy

### Maintenance Period

shall mean the period required by the Contract entered into for the performance of the Contract Works, for the rectification, maintenance or remedy of defects by the contractor, which commences when the issue of a certificate of completion or taking over certificate has occurred or when the Contract Works have been taken back into full use by the employer, and runs for a period of time as specified within that Contract or a maximum of twelve (12) months from the date of issue of the certificate of completion or taking over certificate or when the Contract Works was taken back into full use by the employer, whichever is the lessor

### Materials and Goods

shall mean materials and goods belonging to the Insured or for which the Insured is responsible all pertaining to the Contract

**Period of Insurance**

shall mean Period of Insurance specified in the Schedule

**Policy**

Shall mean policy wording, Schedule, Endorsements and any other documents attached

**Policy Territories**

shall mean the Republic of Ireland

**Pollution or Contamination**

any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property

**Property Insured**

shall mean Items shown in the Schedule

**Schedule**

shall mean the document which contains details about the Insured and the Property Insured. It also contains details of the limits of liability, the premium payable by the Insured, the Excess and any Endorsements to apply to the Policy.

**Unattended Vehicle**

shall mean and be limited to a vehicle with no one in charge keeping it under observation and able to observe any attempt to interfere with it with a reasonable prospect of preventing any unauthorised interference

**We/Our/Us/Insurer**

shall mean Lloyd's Insurance Company S.A

**Wear and Tear**

reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time

**You/Your/Insured**

shall mean the Insured named in the Schedule

## **Operative Clauses**

In consideration of the Insured paying to the Insurer the premium, the Insurer will to the extent of and subject to the terms of this Policy cover the Insured in respect of Damage however caused to the Property Insured shown in the Schedule occurring on or adjacent to the site (other than the site of a nuclear installation) of any Contract Works to which this Policy applies within the Policy Territories during any Period of Insurance up to the Sums Insured enlisted in the Schedule including:

All works and temporary works (including plans, drawings ,specifications or photographs) executed in performance of the Contract including Free Materials to be incorporated therein being the property of the Insured or for which the Insured is responsible whilst on the Contract site of the contracts or during transit to or from the Contract site to the contracts (including any associated loading or unloading) anywhere in the Policy Territories.

Constructional plant, tools, equipment, site huts or caravans the property of the Insured for use in connection with the Contract Works whilst on the Contract site (including any associated loading or unloading) anywhere in the Policy Territories.

Constructional plant, tools, equipment, site huts or caravans hired in by the Insured for use in connection with the Contract Works whilst on the Contract site (including any associated loading or unloading) anywhere in the Policy Territories.

## **Limits of Liability**

### **The Liability of the Insurer**

The amount of liability under this Policy shall not exceed the Limit of Liability of any one occurrence of Damage and in the aggregate during any one Period of Insurance as stated in the Schedule.

Provided Insurer liability for Items 2 and 3 of the Schedule shall not exceed the new value of item(s) which are less than twelve (12) months old or the market value of item(s) over twelve (12) months old at the time of the Damage.

### **Reinstatement of Limit of Liability**

In consideration of the limit of liability 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 4 of this Policy) and agrees to comply with any recommendations or other measures the Insurer may require to reduce the risk of further Damage.

## Additional Covers

This Policy extends to include the following Extensions which are payable in addition to the Limit of Liability where applicable.

### 1. Transit

Damage to the Property Insured whilst in transit to or from any Contract Works to which this Policy applies including loading unloading and any storage en-route anywhere within the Policy Territories other than:

- (a) transit by sea or air
- (b) any mechanically propelled vehicle under its own power
- (c) employees' tools and personal effects
- (d) whilst in any Unattended Vehicle unless such vehicle is within a locked and secured enclosure compound or building and all keys are removed from the vehicle and all security devices, for example an alarm or immobiliser, fitted to the vehicle are in full operation.

Insurer liability in respect of this extension shall not exceed EUR 25,000 any one Contract.

### 2. Additional Interests

the interest of any employer or contractor (whichever is applicable) in respect of any Contract 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 Contract Works.

### 3. Architects Surveyors and Consulting Engineers Fees

Architects' Surveyors' Consulting Engineers' and other such professional fees incurred in the reinstatement of the Property Insured consequent upon its Damage but not for preparing any claim.

Insurer's liability in respect of this extension shall not exceed EUR 50,000 any one Contract.

### 4. Removal of Debris

costs and expenses incurred by the Insured with the consent of the Insurer in:

- (a) removing debris
- (b) dismantling and/or demolishing
- (c) shoring or propping up

of the portion or portions of Property Insured lost or damaged which is the subject of cover under this Policy.

Insurer's liability in respect of this extension shall not exceed 25% of the Estimated Original Contract Price or EUR 250,000 any one Contract, whichever the lesser.

### 5. Off-Site Storage

Materials and Goods whilst not on the site of any Contract, excluding any storage en-route, 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.

Insurer's liability in respect of this extension shall not exceed 25% of the Estimated Original Contract Price or EUR 100,000 any one Contract, whichever the lesser.

### 6. Public Authorities Clause

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 dispatch 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 Insurer under the extension not being thereby increased.

Insurer's liability in respect of this extension shall not exceed EUR 25,000 any one Contract.

#### **7. Hire Charges Liability**

in the event of Damage to an item of Property Insured described under Item 3 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 during the period in which such item cannot be used as a result of the Damage.

Provided that:

- (a) no liability shall attach to the Insurer under this extension if at the time of the happening of the 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 Insured
- (b) the Insurer shall not be liable for the hire charges accruing during the 24 hours immediately following the occurrence of the Damage.

Insurer's liability in respect of this extension shall not exceed an amount of €13,000 in respect of any one incident.

#### **8. Expediting Expenses**

in the event of Damage to the Property Insured 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 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.

Insurer's liability in respect of this extension shall not exceed 25% of the Contract value or EUR 100,000 any one Contract, whichever the lesser.

#### **9. Immobilised Plant**

the 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.

Insurer's liability in respect of this extension shall not exceed EUR 10,000 any one Contract.

#### **10. Fire Brigade Charges**

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.

Insurer's Liability in respect of these charges shall not exceed €25,000 any one contract

### **11. Plant Off-Site**

Damage to plant, equipment and employees' tools and personal effects whether or not such items are on or adjacent to the site or part of any Contract Works to which this Policy applies within the Policy Territories but excluding any loss or damage to Property Insured whilst in transit to or from any Contract Works which can be covered under Transit Extension above.

Insurer's liability in respect of this extension shall not exceed 25% of the Estimated Original Contract Price or EUR 25,000 any one Contract, whichever the lesser.

### **12. Show Houses**

Damage to the structure and/or the contents of show houses, show bungalows, show flats, or show maisonettes belonging to the Insured or for which they are responsible occurring:

- a) within the Policy Territories, or
- b) whilst on the site of the Contract Works, or
- c) in transit by road, rail or inland waterway, or
- d) whilst temporarily stored elsewhere in a locked premises

Provided that:

- i) Item 1 of the Schedule has been included under this Policy
- ii) cover for such property whilst on the site of the Contract Works shall cease no later than ninety (90) days beyond the date of practical completion of the last building on the said site
- iii) the liability of the Insurer in respect of Damage to any one show unit and/or the contents of any one show unit shall not exceed €125,000
- iv) during the period from 01 November to 15 March an efficient heating system shall be left on at all times, at no less than 10 degrees Centigrade, or the water system drained
- v) the Insurer shall not provide cover against Damage due to theft or attempt thereat from any show houses show bungalows show flats or show maisonettes unless involving forcible and violent entry to or exit from such premises.

### **13. Extended Maintenance**

During the Maintenance Period not exceeding twelve (12) months the cover of this extension in respect of permanent works forming part of the Property Insured is limited to loss destruction or damage:

- a) caused by the insured contractor(s) in the course of the operations carried out for the purpose of remedying any defects in such works in accordance with their obligations under the maintenance provisions of the contract, or
- b) arising from a cause occurring on the Contract site during construction or erection.

# General Exclusions

The Insurer shall not be liable in respect of:

## 1. Retained Liability

the amounts specified as the Excess in the Schedule.

## 2. Completed Pending Sale

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 ninety (90) days from the date of its completion or until sold whichever is the earlier.

## 3. Completed Taken into Use and Maintenance

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, clause incorporated in any standard printed form of contract conditions the period of which does not exceed twelve (12) months duration
  - (ii) during the first fourteen (14) 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 Works.

### Money

- (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 Exclusion shall not apply to:
  - (i) constructional 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.

### Waterborne Vessels and 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.

## 5. Defective Property

loss of or damage to and the costs necessary to replace repair or rectify any 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.

#### **6. Tyres**

loss or damage caused by or arising out of or due to tyres by application of brakes or by road punctures cuts or bursts.

#### **7. Pollution or Contamination**

loss or damage caused by Pollution or Contamination other than that of or to the Property Insured.

#### **8. Wear And Tear**

loss or damage caused by or arising out of:

- (a) mechanical or electrical breakdown or burn out or derangement
- (b) vermin moths or insects
- (c) corrosion rust mildew dampness marring scratching
- (d) the cost of normal upkeep or normal making good
- (e) normal Wear and Tear.

#### **9. Confiscation**

confiscation nationalisation or requisition or destruction by or under the order of any government or public or local authority.

#### **10. Inventory Losses**

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

#### **11. Penalties**

loss of income of any kind or description whatsoever including liquidated damages, penalties due to delay, fines, lack of performance, loss of contract or non-completion.

#### **12. Terrorism**

loss damage cost or expense resulting from damage occasioned by or happening through or in consequence directly or indirectly of:

- a) an Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and
- b) civil commotion in Northern Ireland.

This Policy also excludes damage or loss resulting from damage directly or indirectly caused by resulting from or in connection with any action aimed in controlling preventing suppressing or in any way relating to an Act of Terrorism.

#### **13. War**

loss damage or expense caused by war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### **14. Electronic Data Exclusion**

- 1. a) loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including for example COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- b) However, in the event that a peril listed below results from any of the matters



described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils  
Fire  
Explosion

2. Electronic Data Processing Media Valuation  
any amount pertaining to the value of ELECTRONIC DATA to the Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

**15. Dewatering**

loss damage or expense directly or indirectly arising from dewatering.

**16. Radioactive Contamination Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion**

- liability, loss, damage or expense directly or indirectly caused by or contributed to by or arising from
- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does 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
  - (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

**17. Multiple Lifting**

loss or damage to any property whilst undertaking lifting operations in which a single load is shared between more than one item of lifting equipment at the same time.

**18. Non Ferrous Metal**

theft of unfixated non-ferrous metals of any description unless at the time of the theft either

- (a) an authorized employee or agent or the Insured is actually on site, or
- (b) such property is contained in a securely locked hut, container or building.

**19. Communicable Disease**

1. any loss, damage, 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 Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

## **20. Portable Equipment**

loss or damage to any equipment used in connection with the Contract Works which is designed to be portable and which is:

- a) of personal, general utility, including carrying cases, computers, computer peripherals, cameras, video cameras and playing devices, watches, mobile telephones, data carrying devices, satellite navigation equipment, audio playing and recording equipment; or
- b) scientific or monitoring or testing equipment;

Unless specifically stated in the Schedule.

# General Conditions

## 1. Precautions

The Insured shall

- (a) take all practicable steps to prevent accidents and to safeguard the property insured against loss or damage; and
- (b) ensure that all statutory and other regulations relating to the property insured are observed; and
- (c) at all times maintain all property in a good, proper and workmanlike manner and ensure that all protection and security systems that have been advised to the Insurer, as well as all other protection and security systems, are in force at all times.

The Insurer shall have no liability under this Policy, if the Insured fails to comply with this provision, unless the Insured shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## 2. Access

The Insurer' representatives shall have access at all reasonable times to the site of any Contract Works and the Property Insured.

## 3. Observance of Conditions

The Insured shall observe and fulfil the terms provisions and conditions so far as they relate to anything to be done or complied with by the Insured.

## 4. Premium Adjustment

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 Insurer should they so require. The Insured shall as soon as practicable upon the expiry of each Period of Insurance declare to the Insurer 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.

## 5. Stoppage of Work

In the event of stoppage of work by the Insured at the Contract Works from any cause for a period of three (3) consecutive months cover under Item 1 of the Schedule shall be suspended unless its continuance is agreed in writing by the Insurer.

In the event of such total or partial cessation or work the Insured shall take all practical steps to protect the Property Insured. The Insurer shall have no liability under this Policy, if the Insured fails to comply with this provision, unless the Insured shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## 6. Statute Inspections

The Insured shall ensure that all plant and equipment requiring Inspection under any Statute or Order is so inspected.

The Insurer shall have no liability under this Policy, if the Insured fails to comply with this provision provisions, unless the Insured shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## 7. Suspension of Cover

The Insurer or their representatives may at any reasonable time inspect the Contract site and in the event of any defect or danger being apparent the Insurer may give written notice to the Insured when all liability of the Insurer arising from such defect or danger shall be suspended within a specified period of time, usually seven (7) days. If action is not taken to rectify such defect or danger the Insurer at their option may cancel this Policy in accordance with the Cancellation and Cooling- Off provisions.

## 8. Fire Fighting Facilities and Fire Safety on Construction Sites

The Insured hereby undertakes that the undernoted conditions will be complied with:

- a) with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times;
- b) fire compartments as required by local regulations are installed as soon as possible after the removal of formwork. Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work;
- c) waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;
- d) a “permit to work” system is implemented for all contractors engaged in “hot work” of any kind such as for example:
  - grinding, cutting or welding operations,
  - use of blow lamps and torches,
  - application of hot bitumen,or any other heat-producing operation. “Hot work” is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting. The area of any “hot work” is examined one hour after the work has finished;
- e) All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work.

The Insurer shall have no liability under this Policy, if the Insured fails to comply with these provisions, unless the Insured shows that non-compliance with this provision could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

# Claims Conditions

## ACTION BY INSURED

### 1. Notice of Claims

- (a) In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as practicably possible give notice thereof to the broker through whom this Policy was arranged in writing with full details and as far as practicable there shall not be any alteration or repair until the Insurer 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 mean Garda Síochána or Police
- (c) If the loss or damage to the Property Insured is not notified to the broker through whom this Policy was arranged as soon as practicably possible after the event, the Insurer shall be entitled to refuse to pay, or reduce the amount they pay, for any claim under this Policy.

### 2. Admission of Liability

The Insured shall make no admission of liability or offer promise of payment without the written consent of the Insurer.

### 3. Diminution of Loss or Damage

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

### 4. Control of Claims

The Insured shall

- (a) at the request of and at the expense, of the Insurer do and concur in doing and permit to be done all such acts and things as may be reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or reimbursement from other parties to which the Insurer shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or, required to be covered before or after by the Insurer
- (b) not in any case be entitled to abandon any property to the Insurer. The Insured's property shall remain theirs at all times. Insurer will not take ownership of, accept liability for, sell or dispose of any of the Insured's property unless Insurer agree with the Insured in writing that Insurer shall do so.
- (c) 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 Insurer. Any waiver of rights shall be at the expense of the Insured.

### 5. Insurer Rights of Settlement

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

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the Electronic Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such Electronic Data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media.

### 6. Other Insurances

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 cover or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Insurer shall not be liable under this Policy to cover 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 cover or insurance had this Policy not been effected.

## **7. Contribution**

If at the time of any event which may give rise to a claim under the Policy:

- (a) a valid claim can be made under any other insurance, warranty, guarantee or contractual undertaking in respect of that event, or
- (b) the Insured is entitled to claim any statutory compensation or damages, cover under this Policy is limited to any loss not covered in (a) or (b) above and shall not be called into contribution.

## **8. Recoveries**

The Insurer is entitled to control and settle any claim and to take proceedings at their cost but in the name of the Insured to secure compensation from any third party in respect of anything covered by this Policy.