

Combined Construction Policy

<u>CONTENTS</u>	<u>PAGE</u>
INTRODUCTION	2
SCHEDULE	3
DEFINITIONS	4
EMPLOYERS LIABILITY SECTION	7
PUBLIC LIABILITY SECTION	11
CONTRACTORS ALL RISKS SECTION	22
GENERAL POLICY EXCLUSIONS	32
GENERAL POLICY CONDITIONS	34

In your interest:

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Insurance Intermediary, or to the Company, together with your instructions.

Finance Act 1990 (or future amendments thereto)

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

<i>Prepared by Rory Harrington</i>	<i>Checked</i>	<i>.....</i>
<i>Address: Allianz House,</i>	<i>Policy Form Reference:</i>	<i>04CC</i>
<i>Elmpark, Merrion Road</i>	<i>Tx Ref: P0/NB/2015/02/50004</i>	
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INTRODUCTION

Forming part of specimen Combined Construction Policy

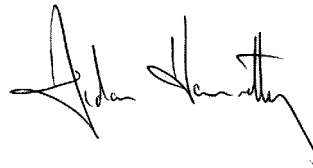
In consideration of the Insured having paid or agreed to pay the Premium

Allianz p.l.c. (hereinafter called "the Company") will indemnify the Insured in the manner and to the extent described within this Policy on the terms set out and subject to its Definitions Extensions Exclusions Conditions Special Conditions and any Endorsements

The Submission in respect of this insurance made to the Company by or on behalf of the Insured whether in writing or otherwise shall be the basis of this contract

This Policy comprising the Introduction Schedule Definitions Insuring Clause Extensions Exclusions Conditions Special Conditions and any Endorsements shall be read as one contract and any word and expression to which specific meaning has been attached therein shall bear such specific meaning wherever it may appear

Allianz p.l.c.



Aidan Hanratty
Director Underwriting

SCHEDULE

Forming part of specimen Combined Construction Policy

THIS IS SPECIMEN POLICY WHICH DOES NOT HAVE A SCHEDULE. A BLANK SCHEDULE PAGE IS INCLUDED TO ILLUSTRATE WHERE THE SCHEDULE WOULD APPEAR IN AN ACTUAL COMBINED CONSTRUCTION POLICY.

DEFINITIONS

1. **Contractor** means the person company firm or other legal entity named as the Insured in the Schedule
2. **Insured** means the Contractor and in addition but solely in respect of the Contractors All Risks Section any Principal
3. **Business** is as stated in the Schedule conducted solely from premises in the Territorial Limits and in addition but solely in respect of the Employers Liability and Public Liability Sections includes
 - (a) the ownership repair maintenance and decoration of premises occupied by the Insured and used for the purposes of the Business but not construction re-construction structural alteration or demolition of such premises
 - (b) the repair and maintenance of vehicles or plant used in the course of the Business and owned by the Insured
 - (c) the provision and management of canteens social sports and welfare organisations which are for the benefit of Employees and their families
 - (d) the provision in the course of the Business of first aid medical and dental services ambulance fire security services and safety organisations
 - (e) private work undertaken with the prior consent of the Insured by an Employee for a partner or director of the Insured provided that such work is not in pursuit of any trade or business
4. **Submission** means the proposal and declaration or statement of fact for the insurance herein provided for together with all attachments thereto and any other information supplied by the Insured or the Insured's intermediary in connection with or for the purpose of this insurance all of which shall be incorporated in and form part of this Policy
5. **Employee** means any
 - (a) person under a contract of service or apprenticeship with the Insured
 - (b) person engaged under any training educational or work experience programme
 - (c) labour master or labour only sub-contractor or any person employed or supplied by them
 - (d) self employed person
 - (e) person hired to or borrowed by the Insured
 - (f) volunteerwhile working for the Insured in the course of the Business
6. **Bodily Injury** means bodily injury and includes death disease and illness

**DEFINITIONS
Continued**

7. **Territorial Limits** means the Republic of Ireland Great Britain Northern Ireland the Isle of Man and the Channel Islands
8. **Period of Insurance** means the period specified in the Schedule or any subsequent period for which the Company agrees to renew the Policy and to accept payment of the Premium
9. **Excess** means the amount stated in the Schedule that the Insured shall bear in respect of each and every occurrence
10. **Principal** means any person company firm public local or statutory authority for whom the Insured is carrying out work under contract or agreement
11. **Pollution or Contamination** means
 - (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere
 - (b) all Bodily Injury Nuisance or loss of or damage to material property directly or indirectly caused by such pollution or contamination
12. **Offshore** means the period of time commencing when an Employee embarks on to a conveyance at the point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his/her return from an offshore rig or offshore platform
13. **Nuisance** means nuisance trespass or interference with any easement right of air light water or way
14. **Contract Works** means the permanent and/or temporary works executed or in the course of execution in the course of the Business within the Territorial Limits including materials and all other property intended for incorporation therein
15. **Plant** means constructional plant tools tackle and equipment (excluding Hired in Plant) for use in connection with Contract Works
16. **Temporary Buildings** means temporary buildings site huts and other temporary accommodation and their fixtures furnishings and contents (excluding Hired in Plant) for use in connection with Contract Works

DEFINITIONS
Continued

17. Hired in Plant means

- (a) constructional plant tools tackle and equipment (not on free loan or the subject of a hire purchase lease or similar financing arrangement)
- (b) temporary buildings site huts and other temporary accommodation and their fixtures furnishings and contents (not on free loan or the subject of a hire purchase lease or similar financing arrangement)

hired by the Insured for use in connection with Contract Works

18. Show Houses means any show house or show flat built for sale rental or letting out by the Contractor in the course of the Business other than under a contract or agreement for a Principal

19. Property Insured means Contract Works Plant Temporary Buildings and Hired in Plant if and to the extent that a Sum Insured is shown for such item in the Contractors All Risks section of the Schedule

EMPLOYERS LIABILITY SECTION

(Applicable only if specified in the Schedule)

INSURING CLAUSE

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages in respect of Bodily Injury to an Employee caused within the Territorial Limits during the Period of Insurance and arising out of and in the course of employment by the Insured in connection with the Business

Law Costs

The Company will also indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

Limit of Indemnity

The total amount payable for all damages including all Law Costs in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity as stated in the Employers Liability section of the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

EMPLOYERS LIABILITY SECTION

EXTENSIONS

None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy

1. Indemnity to Other Parties

The indemnity provided by this Section will also apply

- (a) to any Principal
- (b) in the event of the death of the Insured to the Insured's legal personal representatives
- (c) if the Insured so requests
 - (i) to an Employee or partner or director of the Insured
 - (ii) to any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

against legal liability as defined in the Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that

each party shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy

2. Safety Health and Welfare at Work Act 2005

In respect of any occurrence which may be the subject of indemnity under this Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

- (a) the Company shall not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy

EMPLOYERS LIABILITY SECTION

**EXTENSIONS
Continued**

3. Court Attendance Compensation

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

- (a) any partner or director €500 per day
- (b) any Employee €250 per day

4. Contractual Liability

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising from liability assumed by the Insured under a contract or agreement provided that this extension shall

- (a) apply only where the sole conduct and control of claims is vested in the Company
- (b) not apply in respect of any agreement for or including the performance of any work outside the Territorial Limits

5. Work Overseas

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause for Bodily Injury caused to an Employee temporarily outside the Territorial Limits

Provided that

- (a) such Employee is normally resident within the Territorial Limits
- (b) the Company will not indemnify the Insured in respect of any amount payable under workers compensation social security or health insurance legislation

EMPLOYERS LIABILITY SECTION

EXCLUSIONS

The Company will not indemnify the Insured in respect of any liability:

1. for Bodily Injury to an Employee while such Employee is Offshore
2. for which compulsory insurance or security is required under any road traffic legislation

PUBLIC LIABILITY SECTION

(Applicable only if specified in the Schedule)

INSURING CLAUSE

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay for damages in respect of accidental

- (a) Bodily Injury to any person
- (b) Nuisance
- (c) loss of or damage to material property

occurring within the Territorial Limits during the Period of Insurance and arising out of and in the course of the Business

Limit of Indemnity

The total amount payable for all damages in respect of any one occurrence or all occurrences of a series consequent on one original cause shall not exceed the Limit of Indemnity as stated in the Public Liability section of the Schedule

The Limit of Indemnity will not be reduced by the amount of any Excess that may be applicable to this Section

Law Costs

The Company will in addition indemnify the Insured in respect of

- (a) all claimants costs and expenses legally recoverable from the Insured
- (b) all costs and expenses incurred by the Insured with the written consent of the Company

Provided all such costs and expenses arise or are incurred in connection with a claim for which indemnity is provided by this Section

PUBLIC LIABILITY SECTION

EXTENSIONS

None of the under noted Extensions shall operate to increase the liability of the Company beyond the Limits of Indemnity stated in the Schedule and each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy

1. Indemnity to Other Parties

The indemnity provided by this Section will also apply

- (a) to any Principal
- (b) in the event of the death of the Insured to the Insured's legal personal representatives
- (c) if the Insured so requests
 - (i) to an Employee or partner or director of the Insured
 - (ii) to any officer or member of the Insured's canteen social sports or welfare organisation or first aid medical and dental services ambulance fire security services or safety organisation in his/her respective capacity as such in connection with the Business

against legal liability as defined in the Insuring Clause and for which the Insured would have been entitled to indemnity had the claim been made against the Insured

Provided that

each party shall as though they were the Insured observe fulfil and be subject to the terms Definitions Exclusions and Conditions of this Section and this Policy

2. Safety Health and Welfare at Work Act 2005

In respect of any occurrence which may be the subject of indemnity under this Section the Company will indemnify the Insured or at the request of the Insured an Employee or partner or director of the Insured against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Safety Health and Welfare at Work Act 2005 committed or alleged to have been committed during the Period of Insurance including legal costs and expenses incurred with the consent of the Company in an appeal against conviction arising from such proceedings

Provided that

- (a) the Company shall not be liable for the payment of fines or penalties
- (b) such persons are not entitled to indemnity under any other insurance policy

PUBLIC LIABILITY SECTION

**EXTENSIONS
Continued**

3. Court Attendance Compensation

In the event of an Employee or partner or director of the Insured attending court as a witness at the request of the Company in connection with a claim which is the subject of indemnity under this Section the Company will provide compensation to the Insured at the following rates for attendance at the court

- (a) any partner or director €500 per day
- (b) any Employee €250 per day

4. Contractual Liability

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising from liability assumed by the Insured under a contract or agreement provided that this extension shall

- (a) apply only where the sole conduct and control of claims is vested in the Company
- (b) not apply in respect of any agreement for or including the performance of any work outside the Territorial Limits

5. Work Overseas

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising

- (a) within any member country of the European Union outside of the Territorial Limits where an Employee or partner or director of the Insured is temporarily carrying out work in the course of the Business
- (b) elsewhere in the world where an Employee or partner or director of the Insured is on a temporary visit for the purpose of carrying out non-manual work in the course of the Business

Provided that such Employee or partner or director is normally resident within the Territorial Limits

6. Cross Liabilities

If more than one party is named as the Insured the Company will treat each party as if a separate Policy had been issued to each

PUBLIC LIABILITY SECTION

**EXTENSIONS
Continued**

7. Motor Contingency

The Company will indemnify the Insured against legal liability as defined in the Insuring Clause arising out of the use in connection with the Business of a motor vehicle or trailer not the property of nor driven by nor provided by the Insured

Provided that

- (a) the Insured shall take all reasonable precautions to ensure that all vehicles or trailers are adequately insured by current motor insurance policies
- (b) the Company shall not be liable for
 - (i) liability arising out of such use in any country outside the Territorial Limits
 - (ii) liability incurred by any party other than the Insured named in the Schedule or an Employee of the Insured
 - (iii) loss of or damage to the vehicle or trailer or to property conveyed in or on the vehicle or trailer
 - (iv) liability arising in respect of any vehicle owned or driven by a person who to the knowledge of the Insured or their representatives does not hold a licence to drive nor has motor insurance as required by law

8. Personal Liability

The Company will indemnify the Insured or if the Insured so requests any person specified in Extension 1(c) or a member of their family against legal liability as defined in the Insuring Clause incurred by such persons in a personal capacity in the course of any journey or temporary visit made in connection with the Business

Provided that

- (a) the Company will not indemnify the Insured or any other person entitled to indemnity under this Extension in respect of
 - (i) liability for which indemnity is provided by any other insurance policy
 - (ii) liability assumed under any contract or agreement
 - (iii) liability for loss of or damage to material property in the custody or control of any person entitled to indemnity under this Extension
 - (iv) liability caused by or arising from the ownership or occupation of land or buildings
 - (v) liability incurred by any person who is not normally resident within the Territorial Limits

PUBLIC LIABILITY SECTION

**EXTENSIONS
Continued**

- (b) any person entitled to indemnity under this Extension shall as though they were the Insured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy

9. Data Protection

The Company will indemnify the Insured against legal liability for all sums which the Insured shall become legally liable to pay as compensation under Sections 7 21 and 22 of the Data Protection Acts 1988 and 2003 occurring during the Period of Insurance and arising out of and in the course of the Business

Provided that

- (a) the Insured has registered in accordance with the said act or has applied for such registration which has not been refused or withdrawn
- (b) the total amount for all compensation payable shall not exceed €250,000 in the aggregate in any one Period of Insurance
- (c) the Insured are not in business as a computer bureau
- (d) the Company will not indemnify the Insured in respect of
 - (i) any damage or distress caused by or arising from any deliberate act by or omission of the Insured if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - (ii) the costs of replacing reinstating rectifying or erasing any personal data
 - (iii) payment of fines or penalties
 - (iv) any damage or distress caused by or arising out of any act of fraud or dishonesty
 - (v) liability caused by or arising from the recording processing or provision of data for reward or to determine the financial status of any person

PUBLIC LIABILITY SECTION

EXCLUSIONS

The Company will not indemnify the Insured in respect of any liability:

1. for loss of or damage to material property
 - (a) belonging to the Insured
 - (b) in the custody or control of the Insured or an Employee or partner or director of the Insured other than
 - (i) the personal effects (including vehicles and their contents) of any visitor Employee or partner or director of the Insured
 - (ii) buildings (together with the contents thereof) temporarily occupied by or on behalf of the Insured for the purpose of carrying out work in the course of the Business
 - (iii) buildings (including their fixtures and fittings) leased or rented by the Insured but excluding liability assumed under the terms of any tenancy agreement which would not have attached in the absence of such agreement

2. caused by or arising from the ownership possession or use by or on behalf of the Insured of any
 - (a) mechanically propelled vehicle or trailer other than
 - (i) the use of plant as a tool of trade at the Insured's premises or any site at which the Insured is working in the course of the Business
 - (ii) the loading or unloading of such vehicle or trailer or the delivery or collection of goods to or from such vehicle or trailer

except where indemnity is provided by any other insurance or where compulsory insurance or security for such vehicle or trailer is required under any road traffic legislation
 - (b) aircraft or hovercraft
 - (c) watercraft other than hand propelled watercraft not exceeding eight metres in length

3. caused by or arising from any design plan or specification or any treatment or advice (remedial professional or otherwise) given administered or omitted by the Insured or an Employee or partner or director of the Insured for which a fee is or would normally be charged

4. for any claim in respect of loss of or damage to material property against which the Insured is required to effect insurance under the terms of clause 6.5.1 of the J.C.T Contract Conditions 2005 edition or under the terms of any other contract or agreement requiring insurance of a like kind

PUBLIC LIABILITY SECTION

**EXCLUSIONS
Continued**

5. for loss of or damage to Contract Works occurring before the date of practical completion or before a certificate of practical completion is issued

6. for loss of or damage to or the costs of removal repair alteration replacement or reinstatement of any
 - (a) structure erected
 - (b) product suppliedby or on behalf of the Insured
 - (c) Contract Workscaused or necessitated by any defect therein or the unsuitability thereof for its intended purposes

7. for Bodily Injury to an Employee

8.
 - (a) for fines or penalties
 - (b) for punitive or exemplary damages
 - (c) for liquidated damages

9. for Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific place and time during the Period of Insurance
Provided that
 - (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
 - (b) the liability of the Company for all damages payable in respect of such Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity

10. caused by or arising from the loss or alteration of or damage to or a reduction in the functionality availability or operation of a computer-system hardware programme software data information-repository microchip integrated-circuit or similar device in computer-equipment or non-computer-equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer-programme that contains any malicious or damaging code including but not limited to computer-virus worm logic-bomb or trojan-horse

PUBLIC LIABILITY SECTION

**EXCLUSIONS
Continued**

- 11.** directly or indirectly caused by or arising from in consequence of or in any way involving asbestos

but this Exclusion shall not apply to Bodily Injury or loss of or damage to material property caused by any commodity article or thing containing asbestos where the presence of asbestos is not in itself a direct or indirect cause of such Bodily Injury or loss of or damage to material property

- 12.** costs or expenses directly or indirectly caused by consisting of arising from or connected with the failure or inconsistency in performance or function of any equipment whether the property of the Insured or not to

- (a) correctly recognise or establish any date as its true calendar date
- (b) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules
- (c) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules

PUBLIC LIABILITY SECTION

SPECIAL CONDITIONS

1 Naked Flame Condition

It is a condition precedent to any liability under this Section that in respect of the use of electric oxy-acetylene or other welding or cutting plant or blow lamps or blow torches away from the Insured's premises the Insured shall ensure that

- (a) the area in which the operation is to be carried out must be isolated by the use of non-combustible curtains and/or sheets and/or screens
- (b) such isolated area must be adequately cleaned and cleared of all combustible materials before operations commence
- (c) combustible floors within the isolated area must be liberally coated with sand or protected with overlapping sheets of non-combustible material
- (d) other combustible constructions within the isolated area must be protected by non-combustible curtains or sheets
- (e) portable fire extinguishing appliances must be kept available for immediate use at the scene of operations
- (f) in addition to the persons directly engaged on such work the Insured shall appoint a competent person to act as a fire watcher for the duration of the operations
- (g) before applying heat to metal work built into or projecting through walls or partitions an examination must be made to confirm that such projecting metalwork is nowhere in contact with or in hazardous proximity to combustible material
- (h) where work involves the use of blow torches or blow lamps such blow torches or blow lamps must be
 - (i) filled only in the open-air
 - (ii) ignited only immediately before use and extinguished immediately after use
 - (iii) not left unattended when ignited
- (i) the stub ends of welding rods must be disposed of so that they do not come into contact with combustible material
- (j) a thorough examination must be made in the area in which such work has been undertaken during a period of not less than one hour immediately following the termination of each period of work to ensure that there are no signs of combustion

PUBLIC LIABILITY SECTION

**SPECIAL CONDITIONS
Continued**

2 Underground services

It is a condition precedent to any Liability of the Company in respect of loss or damage to pipes cables mains or other underground services arising out of or caused by digging drilling boring excavation or earth moving operations that

- (a) the Insured shall prior to the commencement of such work
 - (i) have made enquiries with the owner or relevant authority responsible as to the location of existing pipes cables mains or other underground services and shall have received written confirmation or have confirmed any conversation in writing
 - (ii) carry out investigation using remote electrical devices to locate existing pipes cables mains or other underground services where practicable
 - (iii) convey the location of such pipes cables mains and underground services to those Employees or contractors carrying out such work on behalf of the Insured
- (b) the Insured shall adopt or cause to be adopted a method of work which minimises the risk of loss or damage to pipes cables mains and other underground services
- (c) the Insured shall retain a full written record of the enquiries and measures taken to locate and minimise the risk of loss or damage to such pipes cables mains and other underground services

CONTRACTORS ALL RISKS SECTION

(Applicable only if specified in the Schedule)

INSURING CLAUSE

The Company will by payment or at its option by replacement reinstatement or repair indemnify the Insured in respect of direct physical loss or damage to the Property Insured occurring during the Period of Insurance

Provided that such Property Insured

- (a) belongs to or is the responsibility of the Insured
- (b) is on or adjacent to the site of a contract or in transit within the Territorial Limits by road rail or inland waterway
- (c) 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

Sum Insured

The total liability of the Company to any one insured party or to all insured parties collectively shall not exceed

- (a) in respect of Contract Works for any one contract in any one Period of Insurance the Sum Insured stated in the Schedule against Contract Works
- (b) in respect of Plant and Temporary Buildings in any one Period of Insurance the Sum Insured stated in the Schedule against Plant and Temporary Buildings
- (c) in respect of Hired in Plant for any one item of such Hired in Plant the Sum Insured stated in the Schedule against Hired in Plant

CONTRACTORS ALL RISKS SECTION

EXTENSIONS

Each Extension is subject otherwise to the terms Definitions Exclusions and Conditions of this Section and this Policy

1. Professional Fees

The Company will indemnify the Insured in respect of architects' surveyors' consulting engineers' and other professional fees necessarily and reasonably incurred in the repair reinstatement or replacement of the Property Insured consequent upon loss or damage to which the indemnity provided by this Section applies

Provided that

- (a) such fees shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges or 10% of the claim whichever is the lower amount
- (b) the Company will not indemnify the Insured against any fees incurred in preparing any claim

2. Debris Removal

The Company will indemnify the Insured in respect of costs and expenses necessarily and reasonably incurred by the Insured with the prior consent of the Company in

- (a) removing and disposing of debris from or adjacent to the site of a contract
- (b) dismantling or demolishing of the Property Insured
- (c) shoring up or propping of the Property Insured
- (d) cleaning clearing or repairing drains or watercourses within the site of a contract

consequent upon loss or damage to which the indemnity provided by this Section applies

Provided that

- (i) the liability of the Company shall not exceed 10% of the amount of such loss or damage or €500,000 whichever is the lower amount
- (ii) the Company will not indemnify the Insured against any costs or expenses caused by or arising from Pollution or Contamination of property not insured by this Section

CONTRACTORS ALL RISKS SECTION

**EXTENSIONS
Continued**

3. Plans and Specifications

The Company will indemnify the Insured in respect of costs and expenses necessarily and reasonably incurred in re-writing or re-drawing plans or specifications following loss or damage thereto occurring within the Territorial Limits

Provided that the liability of the Company shall not exceed €50,000 in respect of any one occurrence of loss or damage

4. Expediting Expenses

The Company will indemnify the Insured for the additional costs of overtime weekend and shift-working plant-hire-charges express-freight air-freight necessarily and reasonably incurred in expediting the repair reinstatement or replacement of Contract Works consequent upon loss or damage to which the indemnity provided by this Section applies

Provided that the liability of the Company shall not exceed 20% of the amount of such loss or damage or €500,000 whichever is the lower amount

5. Maintenance Period

Notwithstanding Section Exclusion 1(d) the Company will indemnify the Insured in respect of loss or damage to Contract Works or any part thereof during any maintenance or defects liability period but only in respect of loss or damage which

- (a) arises from a cause occurring on site during the period of a contract and prior to the commencement of the maintenance or defects liability period
- (b) occurs in the course of any operations carried out by the Contractor for the purpose of complying with obligations under the maintenance or defects liability conditions

Provided that for the purpose of this Extension the maintenance or defects liability period shall mean the period stated in the terms of the contract but not exceeding a period of 12 months

6. Off Site Storage

The Company will indemnify the Insured for loss or damage to materials or goods intended for incorporation in Contract Works whilst such materials or goods are temporarily held in store within the Territorial Limits away from the site of such Contract Works

Provided that the liability of the Company under this Extension shall not exceed €50,000 in respect of any one occurrence of loss or damage

CONTRACTORS ALL RISKS SECTION

**EXTENSIONS
Continued**

7. Immobilised Plant

The indemnity provided in respect of Plant and Hired in Plant is extended to indemnify the Insured for the cost of recovery or withdrawal of Plant or Hired in Plant which is unintentionally immobilised

Provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement

8. Public Authorities Clause

The indemnity provided in respect of loss or damage to Contract Works shall include any additional cost of reinstatement consequent upon such loss or damage which is incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of the Oireachtas or with Bye-Laws of any public authority

Provided that the Company will not indemnify the Insured for

- (a) the cost incurred in complying with such Act of the Oireachtas or Bye-Laws
 - (i) in respect of loss or damage which is not insured by this Section
 - (ii) under which notice has been served upon the Insured under the provisions of such Act of the Oireachtas or Bye-Laws prior to the occurrence of such loss or damage
 - (iii) in respect of any part of such Contract Works which has not suffered loss or damage
- (b) the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with such Act of the Oireachtas or Bye-Laws
- (c) the additional cost that would have been required to make good Contract Works lost or damaged to a condition equal to its condition when new had the necessity to comply with such Act of the Oireachtas or Bye-Laws not arisen

9. Automatic Increase

In the event of an increase occurring in the original value or price of a contract the Sum Insured in respect of Contract Works shall be increased proportionately for such contract by an amount not exceeding 20%

CONTRACTORS ALL RISKS SECTION

**EXTENSIONS
Continued**

10. Free Issue Materials

The indemnity provided in respect of loss or damage to Contract Works is extended to include loss or damage to free issue materials supplied by or on behalf of a Principal and for which the Contractor is responsible under the terms of the contract provided that

- (a) all such materials are for incorporation in the Contract Works
- (b) the total value of all such materials shall be included within the Auditors' certificate as required by Policy Condition 8

11. Automatic Reinstatement

In consideration of and subject to the Insured paying an additional Premium at a rate to be agreed on the amount of each claim for loss or damage to which the indemnity provided by this Section applies

- (a) the Company agrees that the Sum Insured shall not be reduced by the amount of such loss or damage
- (b) such additional Premium will be disregarded for the purpose of adjustment in accordance with Policy Condition 8

12. Time Adjustment

Any loss or damage to the Property Insured arising during any period of 72 consecutive hours caused by storm tempest flood earthquake or other recurring cause shall be deemed for the purpose of the Excess to be one occurrence of loss or damage

13. Fire Brigade Charges

The Company will indemnify the Insured against fire brigade charges or other extinguishing expenses incurred by the Insured consequent upon loss or damage to the Property Insured to which the indemnity provided by this Section applies

Provided that the liability of the Company under this Extension shall not exceed €50,000 in respect of any one occurrence of loss or damage

CONTRACTORS ALL RISKS SECTION

**EXTENSIONS
Continued**

14. Show Houses

In respect of Show Houses and notwithstanding Section Exclusion 1 (d) the Company will indemnify the Contractor in respect of loss or damage to such buildings beyond completion until the date of sale rental or letting out by the Contractor

Provided that such buildings are fully protected by a fully operational burglar alarm which conforms to IS 199 standard and the water supply to each building is isolated when unoccupied

15. Contents of Show Houses

In respect of Show Houses and notwithstanding Section Exclusion 1 (d) the Company will indemnify the Contractor in respect of loss or damage to the contents of such buildings beyond completion until the date of sale rental or letting out by the Contractor

Provided that

- (a) such contents belong to or are the responsibility of the Contractor
- (b) the Company will not provide indemnity against loss or damage due to theft or attempted theft from any such building unless involving forcible and violent entry to or exit from such building
- (c) such buildings are fully protected by a fully operational burglar alarm which conforms to IS 199 standard and the water supply to each building is isolated when unoccupied
- (d) the liability of the Company under this Extension shall not exceed €25,000 in respect of any one occurrence of loss or damage

CONTRACTORS ALL RISKS SECTION

EXCLUSIONS

The Company will not indemnify the Insured in respect of:

1. loss or damage to

- (a) any vessel or craft or object made or intended to float on or in or travel on or through water or air other than hand propelled watercraft not exceeding eight metres in length
- (b) any mechanically propelled vehicles or plant or trailer attached thereto for which a Certificate of Insurance or security is required in accordance with the applicable Road Traffic Act but this Exclusion shall not apply to any such vehicle item of plant or trailer which is not otherwise insured and which at the time of the loss or damage is being used as a tool of trade at the site of a contract
- (c) any cash bank notes treasury notes cheques postal orders money orders stamps or securities
- (d) Contract Works or any part thereof
 - (i) in respect of which a certificate of practical completion has been issued or which has been completed and handed over to the Principal
 - (ii) which is in use with the permission of the Insured for any purpose other than the performance of the contract
 - (iii) occurring after the date of Practical Completion in respect of buildings forming part of any development involving the erection alteration or renovation of property for sale lease or rent by the Insured

Provided that for the purpose of this Exclusion Practical Completion means the work remaining to complete relates only to decoration fixtures and fittings left to be at the choice of the purchaser lessee or tenant

- (e) any part of any item of Plant or Hired in Plant due to its own explosion breakdown or derangement but this Exclusion shall not apply to other parts of such item unintentionally lost or damaged in consequence thereof
- (f) any property forming or which has formed part of any structure prior to commencement of a contract
- (g) tyres caused by the application of brakes or by cuts bursts or punctures
- (h) Contract Works or any part thereof in the event of the Insured wholly suspending the carrying out of the work at the site of a contract for a period exceeding three months after the date of the said suspension of the carrying out of the work

2. the cost of normal upkeep or normal making good

3. loss or damage due to wear tear rust or other gradual deterioration

CONTRACTORS ALL RISKS SECTION

EXCLUSIONS

4. loss or damage due to disappearance or shortage which is only revealed when an inventory is made and is not traceable to an identifiable event

5. loss or damage to and the cost necessary to replace repair or rectify
 - (a) Property Insured 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) Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by Exclusion 5 (a) above

Provided that Exclusion 5 (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof

6. any loss of use or any consequential loss of any nature whatsoever

7. loss or damage to the Property Insured for which the Contractor is relieved of responsibility by the relevant conditions of any contract or agreement

8. loss or damage to the Property Insured directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

9. penalties under contract for delays or non completion or non compliance with the conditions of a contract

10. costs or expenses directly or indirectly caused by consisting of arising from or connected with the failure or inconsistency in performance or function of any equipment whether the property of the Insured or not to
 - (a) correctly recognise or establish any date as its true calendar date
 - (b) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information or command or instruction as a result of failure in date based functionality and/or associated algorithms or rules
 - (c) recognise capture save retain and/or correctly to manipulate calculate interpret or process any data or information as a result of the operation of any command which had been programmed into any computer software or hardware being a command which causes the loss of data or the inability to recognise capture save retain or to manipulate calculate interpret or process correctly such data or information as a result of failure in date based functionality and/or associated algorithms or rules

But this exclusion shall not exclude subsequent loss or damage not otherwise excluded, which itself is caused by fire, lightning, explosion, aircraft or other aerial devices dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, subterranean fire, storm, tempest flood, escape of water from any tank apparatus or pipe, sprinkler leakage, impact by any vehicle (or goods falling therefrom) or animal.

CONTRACTORS ALL RISKS SECTION

SPECIAL CONDITION

Fire-fighting and Fire Safety Condition

It is a condition precedent to any liability under this Section that in respect of loss or damage directly or indirectly caused by fire or explosion the Insured has complied with the following

The Insured shall on the site of every contract

- (a) draw up prior to the commencement of work a site fire safety plan which shall include details of the personnel organisation and responsibilities and the general arrangements for fire prevention fire detection and fire fighting
- (b) observe all laws and regulations regarding fire safety
- (c) ensure that at an early date all personnel are aware of the contents of the site fire safety plan and receive training in the use of the fire extinguishing facilities
- (d) ensure that water supplies for fire fighting purposes are available at the required pressure and volume
- (e) ensure that fire extinguishers (water foam and carbon-dioxide) are distributed in adequate numbers and appropriately positioned
- (f) ensure that a procedure for calling the fire brigade is laid down together with the maintenance of reasonable site access and operating facilities for such fire brigade
- (g) ensure that a no smoking policy is enforced other than in specially designated and protected areas
- (h) ensure that in respect of the use of electric oxy-acetylene or other welding or cutting plant or blow lamps or blow torches
 - (i) the area in which the operation is to be carried out must be isolated by the use of non-combustible curtains and/or sheets and/or screens
 - (ii) such isolated area must be adequately cleaned and cleared of all combustible materials before operations commence
 - (iii) combustible floors within the isolated area must be liberally coated with sand or protected with over-lapping sheets of non-combustible material
 - (iv) other combustible constructions within the isolated area must be protected by non-combustible curtains or sheets
 - (v) portable fire extinguishing appliances must be kept available for immediate use at the scene of operations
 - (vi) in addition to the persons directly engaged on such work the Insured shall appoint a competent person to act as a fire watcher for the duration of the operations

CONTRACTORS ALL RISKS SECTION

**SPECIAL CONDITION
Continued**

- (vii) before applying heat to metal work built into or projecting through walls or partitions an examination must be made to confirm that such projecting metalwork is nowhere in contact with or in hazardous proximity to combustible material
- (viii) the stub ends of welding rods must be disposed of so that they do not come into contact with combustible material
- (ix) where work involves the use of blow torches or blow lamps such blow torches or blow lamps must be:-
 - (A) filled only in the open-air
 - (B) ignited only immediately before use and extinguished immediately after use
 - (C) not left unattended when ignited
- (x) a thorough examination must be made in the area in which such work has been undertaken during a period of not less than one hour immediately following the termination of each period of work to ensure that there are no signs of combustion
- (i) ensure that action be taken to maintain site cleanliness and regular disposal of waste
- (j) ensure that adequate security arrangements are in place at night on weekends and holidays
- (k) ensure that at least once every three months measures are taken to check that all fire fighting facilities are in a fully serviceable condition and that all employees are observing the requirements of the site fire safety plan
- (l) ensure that proper administrative systems and records are kept regarding all aspects of site fire safety

GENERAL POLICY EXCLUSIONS

Applicable to all Sections

The Company will not indemnify the Insured in respect of:

1. (a) loss destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

- (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 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

The exclusion in sub-clause (iv) does not extend to radioactive isotopes other than nuclear fuel or nuclear waste when such isotopes are being prepared stored or used in the normal course of operations by the Insured for the commercial agricultural medical scientific or other similar peaceful purposes for which they were intended.

2. any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - (a) war, invasion, acts-of-foreign-enemies, hostilities or warlike-operations (whether war be declared or not) civil-war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) any Act of Terrorism

For the purpose of this Exclusion Act of Terrorism means any act, including but not limited to 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.

This Policy 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 or suppressing or in any way relating to anything contained in (a) and/or (b) above.

If the Company allege that by reason of this Exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

GENERAL POLICY EXCLUSIONS
Continued

In the event that any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. the Excess specified in the Schedule.

4. arising from any judgement award or settlement made within countries states or territories 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 or settlement either in whole or in part

GENERAL POLICY CONDITIONS

Applicable to all Sections

1. Due Observance

The observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured or any other indemnified party shall be conditions precedent to any liability of the Company to make any payment under this Policy

2. Non-Disclosure

This insurance will be voidable if there has been misrepresentation misdescription or non-disclosure of any material fact

3. Alterations in Risk

If at any time anything shall occur or be done materially affecting or varying any aspect of the subject matter of this insurance the Insured shall give immediate notice in writing to the Company

4. Reasonable Care

The Insured shall at all times take all reasonable care to

- (a) ensure that only steady and competent Employees are employed
- (b) prevent accidents and any Bodily Injury Nuisance or loss of or damage to material property
- (c) prevent loss or damage to the Property Insured
- (d) maintain all plant and everything used in connection with the Business in proper repair
- (e) make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances require
- (f) observe and comply with all applicable laws statutory enactments or local authority by-laws regulations obligations and requirements

5. Fraud

Any claim that is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured or if any loss or damage is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

GENERAL POLICY CONDITIONS
Continued

6. Claims Conditions (Action by the Insured)

- (a) In the event of an occurrence which may give rise to a claim for indemnity under this Policy, the Insured shall give immediate notice to the Company. Notifications will be handled in line with the Company's data protection policy.
- (b) Every letter, claim, summons and process should be notified or forwarded to the Company.
- (c) The Insured shall inform the Company immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to the Company every relevant document which must remain unanswered by the Insured.
- (d) No admission repudiation offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.
- (e) In the event of loss or damage caused by thieves or malicious persons the Insured shall give immediate notice to the Garda Siochana or other Police Authority.

7. Claims Conditions (Rights of the Company)

- (a) The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise.
- (b) The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- (c) The Company shall not be liable for any loss alleged to have been sustained by the Insured in consequence of any action or omission of the Company in the course of any claim or proceedings.
- (d) The Company may at any time at its sole discretion pay to the Insured the amount of the Limit of Indemnity (less any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and be under no further liability in respect of such claim or claims except for other costs and expenses for which the Company may be responsible incurred prior to such payment.
- (e) The Company shall be entitled without incurring any liability under this Policy to
 - (i) enter any site or premises where loss or damage to the Property Insured has occurred and take and keep possession of such Property Insured
 - (ii) deal with any salvage as it deems fitbut the Insured shall not in any case be entitled to abandon any property to the Company whether taken into possession by the Company or not.
- (f) If the Company elect or become bound to replace reinstate or repair any Property Insured the Company shall not be bound to do so exactly or completely but only so far as circumstances permit and in a reasonably sufficient manner. In any case the Company shall not be bound to expend in respect of any one of the items insured more than the relevant Sum Insured or limit.

GENERAL POLICY CONDITIONS
Continued

8. Premium Adjustment

If the Premium for any Section of this Policy has been calculated on the basis of an estimate supplied by the Insured of wages salaries and other earnings and/or turnover

- (a) the Insured shall maintain an accurate record of such wages salaries and other earnings and/or turnover and the Company or its representatives may at any time examine such record
- (b) the Insured shall within 90 days of the expiry of each Period of Insurance supply to the Company an auditors' certificate of such wages salaries and other earnings and/or turnover for that Period of Insurance and in this regard time is of the essence

and

- (i) if the amount of such wages salaries and other earnings and/or turnover shall differ from the estimate on which the Premium has been calculated the difference in Premium shall be paid by or allowed to the Insured as the case may be subject to retention of the Minimum Premium stated in the Schedule or as advised to the Insured
- (ii) should the Insured fail to supply such auditors' certificate in accordance with this Condition then the Company will not provide any indemnity for any Bodily Injury Nuisance or loss of or damage to material property which might otherwise be the subject of indemnity under this Policy in the Period of Insurance for which the auditors' certificate remains outstanding

9. Other Insurances

If any insurance under this Policy is also the subject (in whole or in part) of any other policy the liability of the Company shall apply in excess of and not as contributory with such other policy

10. Cancellation

- (a) The Company may cancel this Policy at any time by giving 21 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the twenty first day immediately following the date of the registered letter. In such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance subject to the retention by the Company of the Minimum Premium(s) stated in the Schedule or as advised to the Insured or if the Premium has been based on estimates supplied by the Insured the Premium shall be adjusted in accordance with General Policy Condition 8.
- (b) Without prejudice to the generality of General Policy Condition 10 (a) if the Company has agreed to accept payment of Premium for this Policy by instalments then in the event of non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 7 days notice by registered letter to the last known address of the Insured and this cancellation will be effective from midnight on the seventh day immediately following the date of the registered letter. In such case the Company shall be entitled to payment of the Premium proportionate to the Period of Insurance.

**GENERAL POLICY CONDITIONS
Continued**

11. Arbitration

All differences arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or failing agreement by the President for the time being of the Law Society of Ireland. 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. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned

12. Insurance Act 1936

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all moneys which become or may become due and payable by the Company under this Policy shall be payable and paid in Ireland

13. Survey and Risk Requirements

Where a survey has been conducted and in the event that this survey should show that the risk or any part of it is not satisfactory in the opinion of the Company then the Company reserves the right to

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's intermediary of their decision and the effective date of such decision.

It is a condition precedent to the liability of the Company that the Insured must comply with all survey risk requirements required by the Company within completion timescales specified by the Company.

In the event that a risk requirement is not completed within the completion timescales specified by the Company then the Company reserves the right to

- (a) alter the premium or terms and Conditions
- (b) exercise their right to cancel the Policy
- (c) leave the premium or terms and Conditions unaltered

The Company will advise the Insured or the Insured's intermediary of their decision which will be effective either from the expiry of any time period specified by the Company for completion or any other period specified by the Company.

The above conditions do not affect the right of the Company to void the Policy if they discover information material to their acceptance of the risk.

Except in so far as they are expressly varied by this Condition all of the terms Conditions Exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until advised by the Company.