



## Engineering Insurance

### Risk Solutions

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**NOT IF, BUT HOW**

# Contents

## Construction Insurance

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Welcome.....	2
Wording .....	3
About This Policy .....	3
Important Information .....	6
Definitions .....	7
Section 1: Loss of or Damage to Contract Works .....	9
Section 2: Loss of or Damage to Construction Plant and Temporary Buildings .....	17
Section 3: Liability for Hired in Construction Plant and Temporary Buildings.....	20
Section 4: Employees' Tools .....	22
Section 5: Additional Cover .....	23
General Conditions .....	26
General Exclusions .....	27
Claims Conditions and Procedures .....	33

## Welcome

# Thank you for choosing MRRSI

MRRSI is an award-winning provider of insurance solutions across a range of product lines. At the heart of our business are competitiveness, service, attention to detail, innovation, flexibility and the fair treatment of customers.

MRRSI is pleased to have been chosen to provide this Policy, and will work hard to make sure that you are happy with the cover and service you receive.

Please read all of the Policy documentation carefully and keep this safe. If the cover provided does not meet your needs, there are any discrepancies or you need to make any changes, please contact your insurance broker. Similarly, if you need any further information or have any questions please contact your insurance broker.

In return for payment of the premium, you will be covered in the manner and to the extent provided for by the terms of this Policy.

If you need to make a claim then the sooner you tell us, the sooner we can help. Our team takes a proactive approach to the management of claims and provides a quality, professional and efficient service.

Signed for and on behalf of Munich Re Risk Solutions Ireland Ltd.



Mark Clinton  
Chief Executive Officer

Munich Re Risk Solutions Ireland Ltd  
Registered in Ireland no. 630744  
Registered office: Asgard House, 19/20 City Quay, Dublin DO2 K744  
Authorised and regulated by the Central Bank of Ireland

# Wording

## Construction Insurance

### About This Policy

	<p>This Policy is a legal contract between <b>you</b> and <b>us</b>, and comprises this Wording, the Schedule and any Endorsements. These parts should be read together, as one document.</p> <p><b>You</b> can find MRRSI's contact details, together with those of <b>your</b> insurance broker, in the Schedule.</p> <p>This Wording is divided into Sections which set out the cover provided and any terms specific to that Section. There are also other terms that apply to this Policy as a whole.</p> <p>Please check <b>your</b> Policy documentation to make sure this meets <b>your</b> needs and that <b>you</b> understand what is and is not covered. If there is anything <b>you</b> need to change or do not understand, contact <b>your</b> insurance broker. If <b>you</b> prefer <b>you</b> may contact <b>us</b>.</p> <p>If <b>you</b> are in any doubt as to whether this Policy meets <b>your</b> needs, <b>you</b> should seek independent professional advice.</p>
<p>Wording Reference</p>	<p>This is MRRSI Construction Insurance Wording reference EAXIST0121.</p>
<p>The Schedule</p>	<p>The Schedule includes details of:</p> <ul style="list-style-type: none"> <li>• the Sections and clauses applying to this Policy. <b>You</b> do not have cover under any Section or clause shown as not being insured;</li> <li>• any cover, conditions, exclusions and other terms that specifically apply to this Policy;</li> <li>• the <b>limits</b> applicable;</li> <li>• the premium.</li> </ul> <p>It is important that <b>you</b>:</p> <ul style="list-style-type: none"> <li>• check that the details in the Schedule are correct and that the cover <b>you</b> requested is included;</li> <li>• check that the information <b>you</b> provided to <b>us</b> is accurate;</li> <li>• notify <b>your</b> insurance broker as soon as practicable of any inaccuracies in the information <b>you</b> have provided to <b>us</b>.</li> </ul> <p>Please keep the Schedule and Wording together. <b>We</b> will send <b>you</b> a new Schedule whenever there is a change to this Policy.</p>

<p>Interpretation</p>	<p>Throughout this Policy:</p> <ul style="list-style-type: none"> <li>• words and phrases which appear in bold have the meanings stated under Definitions and always have the same meaning;</li> <li>• headings are for ease of reference only or to help <b>you</b> find information and these do not form part of the Policy;</li> <li>• words which appear in the singular include the plural and vice versa;</li> <li>• words which appear in the present tense include the past tense and vice versa;</li> <li>• any words after the term 'for example' are included to add clarity and will not restrict the meaning;</li> <li>• any reference to any statute or statutory instrument will include any modification or re-enactment.</li> </ul>
<p>Assignment and Rights of Third Parties</p>	<p>This insurance covers <b>you</b>, and no benefit under this will pass to any other party. This Policy may not be assigned to or transferred to any other party without <b>our</b> prior consent.</p> <p>This does not affect:</p> <ul style="list-style-type: none"> <li>• any rights available to a third party at law; or</li> <li>• the rights of any Loss Payee named in the Schedule.</li> </ul>
<p>Cancellation by You</p>	<p>Contact details for cancellation are shown in the Schedule.</p> <p><b>You</b> have 14 days to make sure that <b>you</b> are happy with the cover provided. During this period <b>you</b> may cancel this Policy by giving <b>us</b> notice. If no claims have been made under this Policy, and there are no notifiable claims or incidents, <b>we</b> will refund all the premium <b>you</b> have paid.</p> <p>This 14-day period starts on:</p> <ul style="list-style-type: none"> <li>• the day the Policy document is received; or</li> <li>• the date the <b>policy period</b> starts;</li> </ul> <p>whichever is later.</p> <p>After this 14-day period <b>you</b> may cancel this Policy by giving <b>us</b> notice. If no claims have been made under this Policy and there are no notifiable claims or incidents, despite the application of any minimum or in full premium <b>we</b> will allow a pro-rata refund of premium subject to deduction of a EUR 50.00 administration charge.</p>
<p>Cancellation by Us</p>	<p><b>We</b> may cancel this Policy by giving <b>you</b> not less than 30 days' notice in writing, this notice period will take effect from midnight on the date of issue. If no claims have been made under this Policy and there are no notifiable claims or incidents, then <b>you</b> will be allowed a pro-rata refund of premium.</p> <p>When there is non-payment of premium, <b>we</b> will cancel this Policy by giving <b>you</b> not less than 15 days' notice in writing, this notice period will take effect from midnight on the date of issue. All unpaid premiums remain due. If no claims have been made under this Policy, and there are no notifiable claims or incidents, <b>we</b> will reduce the premium due on a pro-rata basis.</p> <p><b>We</b> will only cancel this Policy for a valid reason, for example:</p> <ul style="list-style-type: none"> <li>• non-payment of premium;</li> <li>• a change in risk or legislation which means that <b>we</b> can no longer provide <b>you</b> with insurance;</li> </ul>

Wording  
**Construction Insurance**  
About This Policy

	<ul style="list-style-type: none"><li>• a change in insurance industry market practice which has a material effect on this insurance;</li><li>• any restriction in the availability to <b>us</b> of Re-Insurance cover;</li><li>• non-cooperation by <b>you</b> or failure to supply any information or documentation <b>we</b> request.</li></ul>
Cancellation Continuation of Transit Cover	Regardless of which party cancels this Policy, any <b>contract works, construction plant, temporary buildings</b> or other goods or equipment covered by this Policy which have commenced <b>transit</b> prior to cancellation taking effect will continue to be covered by this Policy until delivered to its destination in accordance with the provisions of the <b>transit</b> definition.
Conditions and Warranties	Conditions and warranties are particularly important, and the requirements contained in these must be met. If these are not, then claims may not be paid.  Requirements within Conditions should be regarded as minimum levels of loss prevention and further measures may be appropriate to the business.
Insurance Taxes, Levies and Charges	<b>You</b> agree to pay all applicable taxes, including local taxes, levies and similar charges due in connection with this Policy and for which <b>you</b> are responsible, as calculated by <b>us</b> . Late notification by <b>us</b> for any reason of any taxes, levies or similar charges due will not reduce or negate <b>your</b> liability to pay these.  The amount of these charges under this Policy will be shown in the Schedule.
Multiple Insureds	When the <b>Insured</b> comprises more than one party, all parties will be treated as one so that there will be only two parties to this Policy namely the <b>Insurer</b> and the <b>Insured</b> , each <b>Insured</b> being jointly and severally liable for premiums due under this Policy.
Notice to the Insured	When <b>we</b> are required to contact or give notice to <b>you</b> , communication to <b>your</b> insurance broker or other nominated agent will be deemed communication to <b>you</b> .

Wording  
**Construction Insurance**  
 Important Information

<p>Your Responsibility to Give Us Correct Information</p>	<p>At inception, renewal and any variation of this Policy <b>you</b> must disclose every circumstance which is material to the risk or, at least, <b>you</b> must disclose sufficient information to put <b>us</b> on notice that <b>we</b> need to make further enquiries to reveal any material circumstances. <b>Your</b> disclosure must be made in a reasonably clear and accessible manner. <b>Your</b> insurance broker can advise precisely what must be disclosed.</p>
<p>Change in Risk</p>	<p><b>You</b> must tell <b>us</b> about any change in circumstance which happens before or during the <b>policy period</b> that may affect <b>your</b> insurance. <b>We</b> may then change the terms of this insurance.</p>
<p>Renewal</p>	<p>This Policy does not automatically renew. Prior to renewal, <b>we</b> will write to <b>your</b> insurance broker either:</p> <ul style="list-style-type: none"> <li>• requesting the information <b>we</b> require to provide renewal terms; or</li> <li>• with renewal terms and advising the basis on which these have been prepared; or</li> <li>• advising that <b>we</b> do not wish to renew this Policy and giving <b>our</b> reasons why.</li> </ul>
<p>Subjectivities</p>	<p>At the time <b>we</b> provide <b>our</b> quotation to <b>you</b>, <b>we</b> will clearly state if the cover provided by this Policy is subject to <b>you</b>:</p> <ul style="list-style-type: none"> <li>• providing <b>us</b> with any additional information;</li> <li>• allowing <b>us</b> to complete any actions, including undertaking surveys;</li> <li>• completing any actions which <b>we</b> may ask <b>you</b> to carry out;</li> </ul> <p>together with the date this is required by.</p> <p>Alternatively, cover may be restricted pending completion of an action or for a period of time.</p> <p>Should any requirement not be completed by the date required, <b>we</b> may:</p> <ul style="list-style-type: none"> <li>• restrict the cover provided; and/or</li> <li>• impose alternative or additional conditions, exclusions or other terms; and/or</li> <li>• amend the premium; and/or</li> <li>• apply further subjectivities, for example post survey risk improvement requirements; and/or</li> <li>• suspend cover or exercise <b>our</b> right to cancel this Policy.</li> </ul> <p>If <b>we</b> exercise any of these options then <b>you</b> will have 14 days to accept or decline the revised basis of cover or premium. If <b>you</b> decline the revised basis of cover and/or premium or if <b>we</b> suspend cover or cancel this Policy and no claims have been made under this Policy, and there are no notifiable claims or incidents, then <b>you</b> will be allowed a pro-rata refund of premium.</p>
<p>Data Protection</p>	<p>Any information that <b>you</b> have provided to <b>us</b> will be processed in compliance with the terms of applicable data protection legislation. It may be necessary to pass information on to third parties in order to provide insurance and handle claims.</p> <p>MRRSI's Privacy Policy can be found at:  <a href="http://www.munichre.com/risksolutionsireland/en/general/privacy-policy">http://www.munichre.com/risksolutionsireland/en/general/privacy-policy</a></p>

Definitions

These words and phrases will always have the following meaning throughout this Policy.

**Associated Company.** A company over which **you** have control of the affairs, income or assets either by voting power or share capital.

**Commissioning.** Operational evaluation starting either with the introduction to the **contract works** of feedstock or other materials, or when supply to a system commences. There is no cover for **commissioning** involving processes that include chemical action or reaction.

**Construction Plant.** Tools, tackle, plant, machinery and equipment appertaining to **your** normal business activities.

**Contract Price.** The total value of work and construction costs charged by **you** or on **your** behalf under an **insured contract** plus the value of **free-issue materials** or in respect of **speculative developments** the replacement value of the works to be completed.

**Contract Site.** A site at which **contract works** are carried out or if cover applies only to specific **contract works** the named **contract site(s)** stated in the Schedule. A **contract site** includes any adjacent storage area set up in connection with the **contract works**.

**Contract Works.** Permanent and **temporary works** undertaken in the performance of and materials for use in connection with an **insured contract** or a **speculative development** including:

- works undertaken on behalf of the **Insured**;
- enabling works that are necessary for access to or support of permanent works;
- **free-issue materials**;

but not pre-existing property, pre-existing machinery, **construction plant, temporary buildings, employees'** tools or any prototype, experimental, untried or unproven works or machinery.

**Employee.** Any person employed by **you** under any contract of service or apprenticeship and any person who is:

- acting in the capacity of a non-executive Director;
- hired or borrowed by or on secondment to **you**;
- on work experience;
- supplied to **you** by any agency and not paid directly by **you**;
- self-employed and under **your** direct control providing **you** with labour or services.

**Event.** Any occurrence, incident or accident or series of occurrences, incidents or accidents and all liability incurred by **you** arising out of, resulting from or attributable directly or indirectly to one source or originating cause or common underlying causes, whether or not occurring at the same location and time.

**Free-Issue Materials.** Materials supplied by **your** employer or their agents for inclusion in **contract works** and for which **you** have a responsibility under an **insured contract**.

**Insured Contract.** A written agreement between **you** and **your** employer under which **contract works** are undertaken for construction, installation, extension, alteration, repair or maintenance and which is in accordance with **your** normal business activities. **Your** employer does not include any party whose interest is purely financial or who is providing finance for the **insured contract**.

**Speculative Development.** Buildings constructed by **you** in accordance with **your** normal business activities that is not the subject of an **insured contract**, but which is for subsequent sale or lease by **you**.

**Subsidiary Company.** As defined in sections 7 and 8 of the Companies Act 2014.



**Temporary buildings.** Site huts and other temporary accommodation appertaining to **your** normal business activities, including their standard fixtures and fittings, but not computer or other data processing equipment.

**Temporary Works.** The parts of the **contract works** that are needed to enable the permanent works to be built and that are usually removed after use.

**Testing.** The application of power or driving force to all or part of the **contract works** prior to **commissioning**. There is no cover for **testing** involving processes that include chemical action or reaction.

**Transit.** Is from the commencement of loading of **contract works, construction plant, temporary buildings** or other goods or equipment covered by this Policy onto a vehicle or trailer which is specifically designed for the transport of goods, rail wagon, vessel or aircraft for the sole purpose of carrying this from one place to another, until the completion of unloading at the final destination and including storage en route which is directly connected to the **transit**.

This Policy does not cover **transit** by barge.

Words and Phrases Specified in the Schedule

The following words and phrases will have the meaning as attributed to them in the Schedule:

**Deductible (or Excess)**

**Geographical Areas**

**Insured**

**Insurer**

**Limit**

**Policy Period**



Wording  
**Construction Insurance**  
 Section 1: Loss of or Damage to Contract Works

<p>Basis of Settlement</p>	<p>At <b>our</b> option <b>we</b> will pay for the repair, reinstatement or replacement of any item of <b>contract works</b> lost or damaged, but only to a condition substantially the same as and no better or more extensive than their condition at the time the loss or damage occurred.</p> <p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>• repairs carried out without <b>our</b> consent, except in urgent cases when <b>you</b> may undertake minor repairs; or</li> <li>• any consequences of temporary repairs; or</li> <li>• the cost of any alteration, addition, improvement or overhaul carried out as a result of or at the time of any repair;</li> <li>• repair, reinstatement or replacement unless this is undertaken without unreasonable delay.</li> </ul> <p>Where loss or damage is confined to a part of a machine or structure, <b>we</b> will only pay for the cost of that part plus the cost of any necessary dismantling and erection.</p>
<p>Joint Code of Practice Undertaking</p>	<p>This undertaking applies at any <b>contract site</b> where the <b>contract price</b> is EUR 2,500,000 or more, unless otherwise stated in the Schedule Additional Clauses.</p> <p><b>You</b> undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Ninth Edition dated October 2015 including any subsequent amendments or revisions, which for the purposes of this clause is referred to as the Joint Code.</p> <p><b>We</b> have the right at any reasonable times to enter and inspect a <b>contract site</b> to check compliance with the Joint Code.</p> <p>Should there be a breach of the Joint Code, <b>we</b> will inform <b>your</b> and/or any other party's site management, specifying the nature of the breach, the remedial measures required by <b>us</b>, together with the date by which these must be completed.</p> <p>Should any requirement not be completed by the date required or where <b>we</b> consider a breach is of sufficient importance, written notice will be sent to <b>you</b>. This written notice may suspend or cancel cover at the <b>contract site</b> concerned by giving <b>you</b> not less than 30 days' notice in writing, this notice period will take effect from midnight on the date of issue.</p> <p>Following suspension of cover, when <b>we</b> are satisfied that remedial measures have been completed cover will be reinstated.</p> <p>If <b>we</b> suspend or cancel cover and no claims have been made under Section 1, and there are no notifiable claims or incidents relating to the <b>contract site</b> concerned, then <b>you</b> will be allowed a pro-rata refund of the relevant part of the premium.</p>

**Clauses Providing Additional Cover**

<p>Breakdown or Explosion of Machinery</p>	<p>When both <b>testing</b> and <b>commissioning</b> are covered under Section 1, and despite the provisions of the General Exclusion of Breakdown, Explosion and Collapse, the cover provided under Section 1 includes damage to new and unused machinery forming part of the <b>contract works</b> occurring within the <b>geographical areas</b> and during the <b>policy period</b>, caused by electrical or mechanical breakdown or explosion.</p> <p>Cover under this clause applies only during periods when there is cover under Section 1 for <b>testing</b> and/or <b>commissioning</b>.</p>
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Wording  
**Construction Insurance**  
Section 1: Loss of or Damage to Contract Works

Contract Site Fifty/Fifty	<p>When <b>contract works</b> which have been shipped to a <b>contract site</b> from outside the country in which the <b>contract site</b> is situated sustain loss or damage and, if after proper investigation, it is not possible to ascertain whether the loss or damage occurred before or after commencement of cover under this Policy, <b>we</b> will contribute 50 per cent of the cost of any loss or damage recoverable under this Policy, but less 50 per cent of any <b>deductible</b> which applies under this Policy.</p> <p>This contribution is without prejudice to any subsequent final apportionment of the loss or damage agreed between <b>us</b> and any insurers who provided cover prior to commencement of cover under this Policy.</p>
Joint Insured	<p>The cover provided under Section 1 includes any party that is required under the terms of an <b>insured contract</b> to be a Joint Insured.</p> <p>Each insured party will be considered a separate co-insured party on a composite basis with cover applying to each as if they were separately and individually insured.</p> <p>In respect of the cover provided by this clause:</p> <ul style="list-style-type: none"><li>• the <b>insured contract</b> must be one that is performed within Ireland;</li><li>• in no case will <b>we</b> pay more than the total amount of <b>our</b> liability under this Policy, regardless of the number of parties seeking payment, and any payments made by <b>us</b> to any one or more insured party will reduce <b>our</b> liability under this Policy to all insured parties;</li><li>• should there be an incident giving or likely to give rise to a claim under this Policy, all insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of these parties;</li><li>• all insured parties will be subject to the terms of this Policy insofar as they can apply and insofar as they will not affect application of the remaining provisions of this clause;</li><li>• <b>we</b> are entitled to avoid liability to or claim damages (as may be appropriate) from any insured party in circumstance of fraud, misrepresentation, non-disclosure or breach of warranty or condition of this Policy (each referred to in this clause as a vitiating act) committed by that party;</li><li>• for the avoidance of doubt, it is agreed that a vitiating act committed by one insured party will not prejudice the rights of any other insured party and who has not committed the vitiating act;</li><li>• <b>we</b> agree to waive all rights of subrogation and/or recourse which <b>we</b> may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a vitiating act, in which circumstances <b>we</b> may enforce these rights against the insured party responsible for the vitiating act despite the continuing or former status of the vitiating party as an insured party;</li><li>• any lenders to the project will not be entitled to any payment under this Policy for loss, damage, liability, costs or expense in respect of which <b>we</b> are by reason of a vitiating act no longer liable to make a payment to any one or more other insured party.</li></ul> <p>The provisions of the Multiple Insureds clause within About This Policy do not apply to insured parties as described under this clause.</p>

Wording  
**Construction Insurance**  
Section 1: Loss of or Damage to Contract Works

Off-Site Storage	<p>The cover provided under Section 1 includes loss of or damage to <b>contract works</b> occurring within the <b>geographical areas</b> and during the <b>policy period</b> whilst in <b>transit</b> to or from or whilst at locations other than a <b>contract site</b>, provided that these <b>contract works</b>:</p> <ul style="list-style-type: none"><li>• are allocated to an <b>insured contract</b> or <b>speculative development</b>; and</li><li>• are not being worked on and are ready for delivery to the <b>contract site</b> at which they are intended to be used.</li></ul>
Show Property Contents	<p>The cover provided under Section 1 includes loss of or damage to show property contents occurring within the <b>geographical areas</b> and during the <b>policy period</b>. Cover applies only to show property contents which belong to <b>you</b> or for which <b>you</b> are responsible and commences when these arrive at a <b>contract site</b> and ceases:</p> <ul style="list-style-type: none"><li>• on the date of sale or lease of the show property; or</li><li>• 90 days from the date of practical completion of the last building on that particular <b>contract site</b>;</li></ul> <p>whichever occurs first.</p> <p>Within the context of this clause:</p> <ul style="list-style-type: none"><li>• by show property <b>we</b> mean a property at a <b>contract site</b> that is decorated and furnished for prospective buyers or tenants to view;</li><li>• by practical completion <b>we</b> mean completion of construction other than decorations, finishes and fitments that will be added or completed by the purchaser or tenant.</li></ul> <p>It is a condition under this clause that:</p> <ul style="list-style-type: none"><li>• during the period between 1st December and 1st March each year either an effective heating system must be in operational at all times in the show property or the entire water and heating system of the show property must be drained down;</li><li>• whenever a show property is closed for business it must have all points of access to it securely closed and locked and all other security devices set and operational.</li></ul> <p>This clause does not cover theft of, attempted theft of or malicious damage to the contents of a show property which does not involve forcible and violent means and/or actual or threatened assault or violence.</p>

Wording  
**Construction Insurance**  
Section 1: Loss of or Damage to Contract Works

Testing and Commissioning	<p>There is no cover for <b>testing</b> and/or <b>commissioning</b> if "is not insured" is stated in place of a time period in the Schedule within Time Periods.</p> <p>The cover provided under Section 1 includes:</p> <ul style="list-style-type: none"><li>• loss of or damage to <b>contract works</b> during <b>testing</b> occurring within the <b>geographical areas</b> and during the <b>policy period</b> beginning with the commencement of <b>testing</b>, but for a period no longer than the Testing Period stated in the Schedule within Time Periods;</li><li>• loss of or damage to <b>contract works</b> during <b>commissioning</b> occurring within the <b>geographical areas</b> and during the <b>policy period</b> beginning with the commencement of <b>commissioning</b>, but for a period no longer than the Commissioning Period stated in the Schedule within Time Periods.</li></ul> <p>There is no cover for <b>testing</b> and <b>commissioning</b> involving processes that include chemical action or reaction.</p> <p>In respect of machinery, for each machine the cover applying to <b>testing</b> and <b>commissioning</b> ceases:</p> <ul style="list-style-type: none"><li>• on the issue of a certificate of completion or taking-over certificate for that machine; or</li><li>• when that machine is taken into use; or</li><li>• at the end of the Testing or Commissioning Period stated in the Schedule; or</li><li>• on expiry of the <b>policy period</b>;</li></ul> <p>whichever occurs first.</p>
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**Clauses Covering  
Additional Costs**

Building Regulations	<p>Following loss of or damage to <b>contract works</b> recoverable under Section 1, <b>we</b> will pay additional costs incurred by <b>you</b> in complying with:</p> <ul style="list-style-type: none"><li>• building or other regulations under any act of parliament;</li><li>• local authority or other statutory requirements;</li><li>• any European Union directive;</li></ul> <p>which are first imposed upon <b>you</b> following loss or damage to the affected <b>contract works</b>.</p> <p>This clause does not cover costs in respect of:</p> <ul style="list-style-type: none"><li>• any requirements relating to undamaged portions of <b>contract works</b> other than foundations, unless foundations are specifically excluded from the cover provided by this Policy;</li><li>• any rate, tax, duty or other charge or assessment which may arise out of increase in value as a result of complying with any regulations or requirements.</li></ul>
Fly Tipping	<p><b>We</b> will pay the reasonable cost of clearing and removing rubbish or other waste material illegally deposited on any secure <b>contract site</b> within the <b>geographical areas</b> and during the <b>policy period</b>, where the responsibility for removal of this rests with <b>you</b>.</p>

Plans and Documents	Following loss of or damage to <b>contract works</b> recoverable under Section 1, <b>we</b> will pay reasonable additional costs incurred by <b>you</b> in restoring plans, drawings or other contract documents which were lost or damaged in consequence of the same incident and that are necessary for the repair, reinstatement, replacement or completion of the <b>contract works</b> .
Professional Fees	Following loss of or damage to <b>contract works</b> recoverable under Section 1, <b>we</b> will pay reasonable additional costs incurred by <b>you</b> in respect of architects', surveyors', consulting engineers' and other professional fees which would not normally be incurred by <b>you</b> but are necessary for the repair, reinstatement or replacement of the <b>contract works</b> which have been lost or damaged.  This clause does not cover costs in respect of preparing a claim under this Policy.
Temporary and Fast Tracked Repairs	Following damage recoverable under Section 1 and subject to <b>our</b> prior agreement, <b>we</b> will pay reasonable costs incurred by <b>you</b> in effecting a temporary repair and/or fast tracking a permanent repair or replacement.

**Additional Conditions**

In addition to the General Conditions, the cover provided under Section 1 is subject to the following Additional Conditions under this Policy.

If any of these conditions do not apply, this will be stated in the Schedule.

Cessation of Work	<p>If due to any reason work ceases at any <b>contract site</b> for a continuous period greater than 120 days, <b>you</b> must give <b>us</b> immediate notice together with details of the work both completed and outstanding.</p> <p>Following this notice, <b>we</b> may in respect of the <b>contract site</b> concerned:</p> <ul style="list-style-type: none"> <li>• restrict the cover provided; and/or</li> <li>• impose alternative or additional conditions, exclusions or other terms; and/or</li> <li>• amend the premium; and/or</li> <li>• suspend cover or exercise <b>our</b> right to cancel this Policy.</li> </ul> <p>If <b>we</b> exercise any of these options then <b>you</b> will have 14 days to accept or decline the revised basis of cover or premium. If <b>you</b> decline the revised basis of cover and/or premium or if <b>we</b> suspend or cancel cover and no claims have been made under Section 1 and there are no notifiable claims or incidents relating to the <b>contract site</b> concerned, then <b>you</b> will be allowed a pro-rata refund of the relevant part of the premium.</p>
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Wording  
**Construction Insurance**  
 Section 1: Loss of or Damage to Contract Works

**Additional Exclusions**

In addition to the General Exclusions, the cover provided under Section 1 is subject to the following Additional Exclusions.

If any of these exclusions do not apply, this will be stated in the Schedule.

Section 1 does not cover:

<p>Defective Design, Materials or Workmanship (DE4)</p>	<p>loss of or damage to and costs or expense necessary to replace, repair or rectify:</p> <ol style="list-style-type: none"> <li>1) any component or individual part of the <b>contract works</b> which is in a defective condition due to defect in design, plan, specification, workmanship or materials;</li> <li>2) <b>contract works</b> lost or damaged to enable replacement, repair or rectification of those <b>contract works</b> not recoverable under Section 1 due to part 1 of this exclusion;</li> </ol> <p>or any liability or other costs or expense consequent upon this loss or damage.</p> <p>Part 1 of this exclusion will only apply to that part of any <b>contract works</b> directly affected by any defective condition and not to the remainder or other surrounding <b>contract works</b> which is lost or damaged in consequence of the defective condition, unless otherwise excluded from the cover provided by this Policy.</p> <p>For the purposes of this Policy and not merely this exclusion, <b>contract works</b> will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, workmanship or materials in the <b>contract works</b> or any part of these.</p>
<p>Existing Buildings, Machinery and Structures</p>	<p>loss of or damage to any building, machinery or other structure, including that being altered or repaired by <b>you</b>, which existed at a <b>contract site</b> prior to the commencement of the <b>contract works</b>, or any liability, costs or expenses consequent upon this loss or damage.</p>
<p>Other Sections Risks</p>	<p>loss, damage, liability, costs or expense which are or would be recoverable under any other Section of this Policy even:</p> <ul style="list-style-type: none"> <li>• if <b>you</b> do not have the benefit of the cover provided by that Section; or</li> <li>• when the value insured under this Policy or the amount of <b>your</b> liability under the terms of the conditions of hire exceeds the <b>limit</b> applying to that Section; or</li> <li>• when the claim is not recoverable under this Policy due to the application of the terms of that Section.</li> </ul>
<p>Site Risks Construction</p>	<p>loss, damage, liability, cost or expense arising from any work undertaken by <b>you</b> or on <b>your</b> behalf which involves:</p> <ol style="list-style-type: none"> <li>1) bridges of all types that have a completed <b>contract price</b> greater than EUR 250,000;</li> <li>2) subways, tunnels, breakwaters, jetties, undersea pipelines, dams or motorways;</li> <li>3) the excavation of trenches greater than 2 kilometres in length;</li> <li>4) a depth of excavation exceeding 5 metres.</li> </ol>



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Site Risks Nuclear	<p>loss of or damage to or caused by:</p> <ol style="list-style-type: none"><li>1) any <b>contract works</b> involving:<ol style="list-style-type: none"><li>a) the construction, erection, installation, repair, maintenance or decommissioning of; or</li><li>b) any other work in or on; any building, structure, plant, machinery or equipment which has been or is used or is designated to be used for the production, processing, use, handling or storage of nuclear material;</li></ol></li><li>2) any item of <b>contract works</b> which has been or is used or is designated to be used for the production, processing, use, handling or storage of nuclear material;</li><li>3) nuclear material;</li></ol> <p>or any liability, costs or expenses consequent upon this loss or damage.</p> <p>Within the context of this exclusion, by nuclear material <b>we</b> mean nuclear fuel, radioactive products or any substance made radioactive by exposure to radiation.</p>
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	<p>Cover under Section 2 will only be provided if shown as insured in the Schedule within Sections Covered.</p> <p>Please refer to the Schedule for the <b>limits</b> and <b>deductibles</b> applying to Section 2.</p>
Cover	<p>Section 2 covers physical loss of or damage to <b>construction plant</b> and <b>temporary buildings</b> belonging to <b>you</b> or for which <b>you</b> are responsible under a hire purchase or lease agreement occurring within the <b>geographical areas</b> and during the <b>policy period</b>, including whilst in <b>transit</b>.</p> <p>For the avoidance of doubt, this Policy does not provide cover for any liabilities to third parties for which insurance or security is required under any road traffic legislation.</p>
Free Loan or Demonstration	<p>The cover provided under Section 2 includes <b>construction plant</b> and <b>temporary buildings</b> whilst on free loan or demonstration, either to <b>you</b> for the purposes of <b>your</b> normal business activities or by <b>you</b> to another party.</p> <p>The cover provided by this clause in respect of any one single item of <b>construction plant</b> or <b>temporary buildings</b> whilst on any one individual loan or demonstration is subject to a period that is no longer than the Free Loan Period stated in the Schedule within Time Periods.</p>
Basis of Settlement	<p><u>Items Not More Than 2 Years of Age</u></p> <p>In respect of <b>construction plant</b> or <b>temporary buildings</b> which at the time of the incident giving rise to the claim under this Policy is not more than 2 years of age from the date of sale as new, at <b>our</b> option <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• for the repair of <b>construction plant</b> and <b>temporary buildings</b> so that the working condition is as good as, but no better than, its condition when new; or</li> <li>• the replacement cost of any lost or damaged item of <b>construction plant</b> or <b>temporary buildings</b> with a new one of equal performance or capacity, but if this is impracticable then replacement cost with a new item having the nearest higher performance or capacity to that lost or damaged.</li> </ul> <p><u>Items More Than 2 Years of Age</u></p> <p>In respect of <b>construction plant</b> or <b>temporary buildings</b> which at the time of the incident giving rise to the claim under this Policy is more than 2 years of age from the date of sale as new, at <b>our</b> option <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• for the repair of <b>construction plant</b> and <b>temporary buildings</b> so that the working condition is as good as, but no better than, its condition immediately prior to the damage; or</li> <li>• the replacement cost of any lost or damaged item of <b>construction plant</b> or <b>temporary buildings</b> with one of a similar type, age, condition and history.</li> </ul> <p><u>All Items</u></p> <p>Where loss or damage is confined to a part of a machine or structure, <b>we</b> will only pay for the cost of that part plus the cost of any necessary dismantling, re-assembly and erection.</p> <p>We will not pay for any depreciation to <b>construction plant</b> or <b>temporary buildings</b> consequent on any damage or repair.</p>

**Clauses Providing Additional Cover**

<p>Additional Construction Plant and Temporary Buildings</p>	<p>The cover provided under Section 2 includes additional <b>construction plant</b> and <b>temporary buildings</b> belonging to <b>you</b> or for which <b>you</b> are responsible under a hire purchase or lease agreement which <b>you</b> acquire during the <b>policy period</b>.</p> <p>For the avoidance of doubt, the <b>limit</b> stated in the Schedule applies on an “in the period” basis and is the total of all additional <b>construction plant</b> and <b>temporary buildings</b> which can be acquired by <b>you</b> during the <b>policy period</b> that is covered by this clause. Any additions beyond the amount of this <b>limit</b> will not be covered until agreed by <b>us</b>.</p>
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**Clauses Covering Additional Costs**

<p>Temporary and Fast Tracked Repairs</p>	<p>Following damage recoverable under Section 2 and subject to <b>our</b> prior agreement, <b>we</b> will pay reasonable costs incurred by <b>you</b> in effecting a temporary repair and/or fast tracking a permanent repair or replacement.</p>
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**Additional Conditions**

<p>Additional Conditions</p>	<p>In addition to the General Conditions, the cover provided under Section 2 is subject to the following Additional Conditions under this Policy.</p> <p>If any of these conditions do not apply, this will be stated in the Schedule.</p>
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<p>Hiring Out Conditions Minimum Level</p>	<p>When <b>construction plant</b> or <b>temporary buildings</b> are hired out by <b>you</b>, other than those on free loan or demonstration, the terms of the hire must:</p> <ol style="list-style-type: none"> <li>1) as a minimum place the same level of liability on the party to whom <b>construction plant</b> or <b>temporary buildings</b> are hired as provided for in either:             <ol style="list-style-type: none"> <li>a) the Model Conditions for the hiring of plant of The Construction Plant-hire Association or the Scottish Plant Owners Association that are current at the time of hiring; or</li> <li>b) any alternative conditions of hire stated under Sections Covered in the Schedule;</li> </ol> </li> <li>2) apply continually during the hire period including whilst in <b>transit</b>, until returned to or collected by <b>you</b>.</li> </ol>
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**Additional Exclusions**

<p>Additional Exclusions</p>	<p>In addition to the General Exclusions, the cover provided under Section 2 is subject to the following Additional Exclusions.</p> <p>If any of these exclusions do not apply, this will be stated in the Schedule.</p> <p>Section 2 does not cover:</p>
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<p>Goods and Equipment</p>	<ul style="list-style-type: none"> <li>• computer equipment and peripherals;</li> <li>• computer records or business books;</li> <li>• mobile telephones, satellite telephones and smart telephones, SIM cards;</li> <li>• handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants.</li> </ul>
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Section 3 Risks	<p>loss, damage, liability, costs or expense which are or would be recoverable under Section 3 of this Policy even;</p> <ul style="list-style-type: none"><li>• if <b>you</b> do not have the benefit of Section 3; or</li><li>• when the amount of <b>your</b> liability under the terms of the conditions of hire for the affected <b>construction plant</b> and/or <b>temporary buildings</b> exceeds the <b>limit</b> applying to Section 3; or</li><li>• when the claim is not recoverable under this Policy due to the application of the terms of Section 3.</li></ul>
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	<p>Cover under Section 3 will only be provided if shown as insured in the Schedule within Sections Covered.</p> <p>Please refer to the Schedule for the <b>limits</b> and <b>deductibles</b> applying to Section 3.</p>
<p>Cover</p>	<p>Section 3 covers <b>your</b> liability under the terms of the conditions of hire, but not liability under a hire purchase or lease agreement, in respect of:</p> <ol style="list-style-type: none"> <li>1) physical loss of or damage to <b>construction plant</b> and <b>temporary buildings</b> hired in by <b>you</b>, occurring within the <b>geographical areas</b> and during the <b>policy period</b>, including whilst in <b>transit</b>;</li> <li>2) continuing hire charges following physical loss of or damage to <b>construction plant</b> and <b>temporary buildings</b> hired in by <b>you</b> which is recoverable under part 1 of this clause.</li> </ol> <p>In addition, <b>we</b> will pay legal expenses for which <b>you</b> are liable when <b>we</b> agree that legal proceedings against <b>you</b> should be defended.</p> <p>For the avoidance of doubt, this Policy does not provide cover for any liabilities to third parties for which insurance or security is required under any road traffic legislation.</p>
<p><b>Additional Conditions</b></p>	<p>In addition to the General Conditions, the cover provided under Section 3 is subject to the following Additional Conditions under this Policy.</p> <p>If any of these conditions do not apply, this will be stated in the Schedule.</p>
<p>Hiring-In Conditions</p>	<p>When <b>construction plant</b> or <b>temporary buildings</b> are hired in by <b>you</b>, other than those on free loan or demonstration to <b>you</b>, the terms of the hire must:</p> <ol style="list-style-type: none"> <li>1) place no greater liability on <b>you</b> in respect of <b>construction plant</b> or <b>temporary buildings</b> hired as provided for in either:             <ol style="list-style-type: none"> <li>a) the Model Conditions for the hiring of plant of The Construction Plant-hire Association or the Scottish Plant Owners Association that are current at the time of hiring; or</li> <li>b) the Hire Association Europe conditions of hire; or</li> <li>c) any alternative conditions of hire stated under Sections Covered in the Schedule;</li> </ol> </li> <li>2) apply continually during the hire period including whilst in <b>transit</b>, until returned by or collected from <b>you</b>.</li> </ol> <p><u>Hire Association Europe Limit</u> Please note that cover for <b>your</b> liability under the Hire Association Europe conditions of hire is subject to its own specific <b>limit</b> stated in the Schedule.</p>
<p>Hiring Out Conditions Back to Back</p>	<p>When <b>construction plant</b> or <b>temporary buildings</b> are hired out by <b>you</b>, other than those on free loan or demonstration, the terms of the hire must:</p> <ul style="list-style-type: none"> <li>• as a minimum place the same level of liability on the party to whom <b>construction plant</b> or <b>temporary buildings</b> are hired as provided for in the terms under which this has been hired in to <b>you</b> or any alternative conditions of hire stated under Sections Covered in the Schedule;</li> <li>• apply continually during the hire period including whilst in <b>transit</b>, until returned to or collected by <b>you</b>.</li> </ul> <p>Any deficiency between the terms under which <b>construction plant</b> or <b>temporary buildings</b> are hired out by <b>you</b> and the terms under which this has been hired in to <b>you</b> will be for <b>your</b> account.</p>

**Additional Exclusions**

In addition to the General Exclusions, the cover provided under Section 3 is subject to the following Additional Exclusions.

If any of these exclusions do not apply, this will be stated in the Schedule.

Section 3 does not cover:

Goods and Equipment

- any **construction plant** or **temporary buildings** which are on free loan or demonstration, either to **you** or by **you** to another party;
  - computer equipment and peripherals;
  - computer records or business books;
  - mobile telephones, satellite telephones and smart telephones, SIM cards;
  - handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants.
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Wording  
**Construction Insurance**  
 Section 4: Employees' Tools

	<p>Cover under Section 4 will only be provided if shown as insured in the Schedule within Sections Covered.</p> <p>Please refer to the Schedule for the <b>limits</b> and <b>deductibles</b> applying to Section 4.</p> <p>For the avoidance of doubt, there is no cover provided under this Section for <b>employees'</b> effects or other personal belongings that are not tools of trade.</p> <p><b>You</b> are reminded of the provisions of the General Exclusion Avoidable Theft of Construction Plant.</p>
Cover	<p>Section 4 covers physical loss of or damage to tools belonging to <b>employees</b> occurring within the <b>geographical areas</b> and during the <b>policy period</b>, but only whilst:</p> <ul style="list-style-type: none"> <li>• on or within vehicles owned or operated by <b>you</b> or <b>employees</b>;</li> <li>• in <b>transit</b> to and/or from a <b>contract site</b> by any method of conveyance;</li> <li>• on site including when in use by <b>employees</b> during periods when they are engaged on <b>your</b> normal business activities;</li> <li>• within a hotel room in which an <b>employee</b> is staying whilst engaged on <b>your</b> normal business activities.</li> </ul>
Basis of Settlement	<p>At <b>our</b> option <b>we</b> will pay for the repair or new replacement cost of any tools which sustain loss or damage recoverable under this clause.</p> <p><b>We</b> will only make payments under this clause following a request from <b>you</b>.</p>
<b>Additional Exclusions</b>	<p>In addition to the General Exclusions, the cover provided under Section 4 is subject to the following Additional Exclusions.</p> <p>If any of these exclusions do not apply, this will be stated in the Schedule.</p> <p>Section 4 does not cover:</p>
Non-fortuitous Causes	<p>loss or damage which was not the result of a sudden identifiable and unintended or unforeseen external fortuitous cause.</p>
Unimpeded Theft	<p>theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence. This does not apply whilst tools belonging to <b>employees</b> are in <b>transit</b> by a method of conveyance which is not owned or operated by <b>you</b> or an <b>employee</b>.</p>
Goods and Equipment	<p>loss of or damage to:</p> <ul style="list-style-type: none"> <li>• computer equipment and peripherals;</li> <li>• mobile telephones, satellite telephones and smart telephones;</li> <li>• handheld electronic products designed primarily for the storage, management, use or transmission of information by electronic means, for example computer tablet or slate devices and personal digital assistants;</li> <li>• audio, audio-visual, camera and photographic equipment;</li> <li>• satellite navigation and speed camera detection or warning equipment.</li> </ul>

Wording  
**Construction Insurance**  
 Section 5: Additional Cover

	<p>The cover provided under Section 5 applies to this Policy as a whole. If any of these clauses do not apply to this Policy, this will be stated in the Schedule.</p> <p>Please refer to the Schedule for the <b>limits</b> and <b>deductibles</b> applying to Section 5.</p>
Cover	<p>The cover provided under Section 5 applies only to loss, damage, liability, costs or expense occurring within the <b>geographical areas</b> and during the <b>policy period</b>.</p>

**Clauses Providing Additional Cover**

Loss of Fuel from Bowsers	<p>In respect of any <b>construction plant</b> covered by Section 2 or 3 if insured, <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>• loss of fuel from bowsers; and</li> <li>• reasonable costs incurred by <b>you</b> arising from cleaning operations following loss of fuel from bowsers.</li> </ul> <p>This clause does not cover:</p> <ol style="list-style-type: none"> <li>1) theft or attempted theft which does not involve forcible and violent means and/or actual or threatened assault or violence;</li> <li>2) loss of fuel caused by evaporation, seepage, overflowing or short or excess delivery;</li> <li>3) costs which would be recoverable under the Removal of Debris Additional Cover even:             <ol style="list-style-type: none"> <li>a) if <b>you</b> do not have the benefit of that cover; or</li> <li>b) if the amount of the costs exceeds the <b>limit</b> applying to that cover; or</li> <li>c) when the claim is not recoverable under this Policy due to the application of the terms of that cover.</li> </ol> </li> </ol>
Surrounding Property and Goods Handled	<p>In respect of any <b>construction plant</b> covered by Section 2 or 3 if insured, this Policy covers physical loss of or damage to:</p> <ul style="list-style-type: none"> <li>• property not covered by this Policy which belongs to <b>you</b> or is in <b>your</b> custody or control caused by accidental external impact from or by any item of <b>construction plant</b> or with the load being handled or carried by this <b>construction plant</b>;</li> <li>• goods in <b>your</b> custody or control caused by accidental external impact whilst being handled by any item of <b>construction plant</b>.</li> </ul>

**Clauses Covering Additional Costs**

Advertising Signs and Artwork	<p>Following loss of or damage to <b>contract works, construction plant</b> or <b>temporary buildings</b> recoverable under this Policy, <b>we</b> will pay additional costs incurred by <b>you</b> in restoring advertising signs, signwriting, logos and artwork to lost or damaged hoardings, <b>construction plant</b> or <b>temporary buildings</b>.</p>
Fire Service Charges	<p><b>We</b> will pay charges levied by fire and rescue services in dealing with the consequences of loss or damage recoverable under this Policy.</p>



Wording  
**Construction Insurance**  
 Section 5: Additional Cover

<p>General Average and Salvage Charges</p>	<p><b>You</b> are covered for <b>your</b> liability in respect of <b>contract works, construction plant or temporary buildings</b> covered by this Policy for general average contributions and salvage charges arising from any general average or salvage act occurring during a <b>transit</b> by sea.</p> <p>If necessary <b>we</b> will issue General Average Guarantees for the full contributory value.</p>
<p>Incorrect Fuelling</p>	<p>In respect of any <b>construction plant</b> covered by Section 2 or 3 if insured, should incorrect fuel be unintentionally added to the fuel tank of <b>construction plant, we</b> will pay the reasonable costs incurred by <b>you</b> of:</p> <ul style="list-style-type: none"> <li>• rectifying any resulting damage of incorrect fuelling caused to <b>construction plant</b> due to its engine being inadvertently started; and</li> <li>• draining and cleansing the fuel tank.</li> </ul> <p>This clause does not cover damage caused to <b>construction plant</b> due to its engine being started by anyone having knowledge that it had been incorrectly fuelled.</p>
<p>Recovery of Immobilised Plant</p>	<p>In respect of any <b>construction plant</b> covered by Section 2 or 3 if insured, <b>we</b> will pay reasonable additional costs incurred by <b>you</b> in recovering any mobile item of <b>construction plant</b> which becomes unintentionally immobilised, subject to:</p> <ul style="list-style-type: none"> <li>• the recovery not being necessary solely due to electrical or mechanical breakdown or derangement; and</li> <li>• all reasonable precautions being taken to prevent immobilisation where it is known that ground conditions exist that make unintentional immobilisation possible.</li> </ul> <p>This clause does not cover:</p> <ul style="list-style-type: none"> <li>• avoidable loss or damage caused by or during the process of recovery;</li> <li>• <b>construction plant</b> lost overboard whilst in <b>transit</b>, or during loading onto or unloading from any conveyance.</li> </ul> <p><b>Our</b> prior agreement must be obtained in respect of any expenditure which exceeds the <b>limit</b> stated in the Schedule.</p>
<p>Removal of Debris</p>	<p>Following damage to <b>contract works, construction plant or temporary buildings</b> recoverable under this Policy or an accident to the conveyance on which it was being carried, <b>we</b> will pay reasonable additional costs incurred by <b>you</b> arising from:</p> <ul style="list-style-type: none"> <li>• dismantling;</li> <li>• removal and disposal of debris;</li> <li>• transfer from one conveyance to another;</li> <li>• recovery and safe delivery;</li> </ul> <p>of <b>contract works, construction plant or temporary buildings</b>; and</p> <ul style="list-style-type: none"> <li>• demolition;</li> <li>• shoring up or propping;</li> <li>• fencing off;</li> <li>• temporary boarding up of windows following breakage of glass;</li> <li>• cleaning and repairing site drains, sewers and service mains, and dewatering;</li> </ul> <p>of <b>contract works</b>.</p> <p>This clause does not cover any costs or expenses incurred caused by or arising from pollution or to avoid or mitigate pollution or any threat of this.</p>

Wording  
**Construction Insurance**  
 Section 5: Additional Cover

	<p>This clause does not cover costs which would be recoverable under the Loss of Fuel from Browsers Additional Cover even:</p> <ul style="list-style-type: none"> <li>• if <b>you</b> do not have the benefit of that cover; or</li> <li>• if the amount of the costs exceeds the <b>limit</b> applying to that cover; or</li> <li>• when the claim is not recoverable under this Policy due to the application of the terms applying to that cover.</li> </ul>
<p>Reward Costs</p>	<p>In respect of <b>contract works</b> and any <b>construction plant</b> covered by Section 2 or 3 if insured, following theft recoverable under this Policy and subject to <b>our</b> prior agreement, <b>we</b> will pay reasonable costs incurred by <b>you</b> in paying:</p> <ul style="list-style-type: none"> <li>• a financial reward for information that directly results in the recovery of stolen <b>construction plant</b>; and</li> <li>• the costs associated with the advertising of any reward;</li> </ul> <p>provided that:</p> <ul style="list-style-type: none"> <li>• any reward is paid in Ireland;</li> <li>• law enforcement authorities are made aware of and have approved the offering of any reward;</li> <li>• <b>employees</b> or their relations do not benefit from any reward.</li> </ul>
<p>Security Devices</p>	<p>In respect of any <b>construction plant</b> covered by Section 2 or 3 if insured, <b>we</b> will pay reasonable costs incurred by <b>you</b> in:</p> <ul style="list-style-type: none"> <li>• repairing or replacing any immobiliser, locating, tracking or other security device permanently fitted to <b>construction plant</b>, following loss or damage resulting from theft or attempted theft recoverable under this Policy;</li> <li>• replacing the lock cylinder of any security device permanently fitted to any <b>construction plant</b>, following loss of or damage to the keys operating that security device.</li> </ul>
<p>Temporary Hire or Relocation Costs</p>	<p>In respect of any <b>construction plant</b> or <b>temporary buildings</b> covered by Section 2 or 3 if insured, following loss of or damage to <b>construction plant</b> or <b>temporary buildings</b> recoverable under this Policy, <b>we</b> will pay up to a maximum of 90 days' hiring-in charges if it is necessary that <b>you</b> hire in replacement <b>construction plant</b> or <b>temporary buildings</b> in order for <b>you</b> to fulfil <b>your</b> contractual commitments.</p> <p>If Section 3 is not insured and a claim is recoverable under this clause, <b>we</b> will provide cover under Section 3 in respect of replacement <b>construction plant</b> or <b>temporary buildings</b> hired in, subject to a <b>limit</b> of EUR 50,000.</p> <p>The cover provided by this clause only operates when <b>you</b> are not able to replace the lost or damaged <b>construction plant</b> or <b>temporary buildings</b> from <b>your</b> own inventory, unless the costs incurred of relocation exceed the cost of hiring externally. When <b>construction plant</b> or <b>temporary buildings</b> is relocated, <b>we</b> will pay the reasonable costs incurred.</p>

Wording  
**Construction Insurance**  
General Conditions

	<p>The following General Conditions under this Policy apply to the cover provided by this Policy as a whole.</p> <p>If any of the conditions do not apply to this Policy, this will be stated in the Schedule.</p>
Maintenance and Inspection	<p>In respect of any <b>construction plant</b> covered by Section 2 or 3 if insured, <b>you</b> must ensure that:</p> <ul style="list-style-type: none"><li>• <b>construction plant</b> is maintained in accordance with the manufacturer's and/or supplier's requirements and recommendations, is in an efficient condition and is fit for the purpose for which it is being used; and</li><li>• <b>you</b> comply with any statute, regulation or order requiring inspection or testing of <b>construction plant</b>.</li></ul>
Reasonable Precautions	<p><b>You</b> must take all reasonable and practical precautions to avoid or minimise loss, damage, liability, costs or expense which may be covered by this Policy and to protect <b>contract works, construction plant, temporary buildings</b> or other goods or equipment covered by this Policy, having due regard to its susceptibility to the risks to which it is exposed at any given time.</p>
Waiver of Recovery Rights	<p>To ensure <b>our</b> rights of recovery under subrogation are maintained, <b>you</b> must not, without <b>our</b> prior agreement, waive any rights <b>you</b> have against any third party. If <b>you</b> do, then any claim under this Policy will be reduced by the amount <b>we</b> are unable to recover because of that waiver.</p>

Wording  
**Construction Insurance**  
 General Exclusions

	<p>The following General Exclusions apply to the cover provided by this Policy as a whole. If any of these exclusions do not apply to this Policy, this will be stated in the Schedule.</p>
Sanction Limitation	<p>The <b>Insurer</b> shall not be deemed to provide cover and the <b>Insurer</b> shall not be liable to pay any claim or provide any benefit to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose the <b>Insurer</b> to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Ireland the European Union or United States of America.</p> <p>This exclusion shall be paramount and shall override anything contained in this Policy that is inconsistent with it.</p>
Communicable Disease Exclusion	<p>In no case shall this Policy cover loss, damage, liability, costs or expense directly or indirectly caused by or contributed to by or arising from or related to any infectious or contagious diseases or epidemic or pandemic which includes:</p> <ul style="list-style-type: none"> <li>• any action taken to hinder, defend against or respond to; or</li> <li>• any fear or threat (whether actual or perceived) of;</li> </ul> <p>any infectious or contagious disease or epidemic or pandemic.</p> <p>This exclusion applies regardless of any other <b>event</b> that in any way contributes concurrently or in any sequence to the loss, damage, liability, costs or expense.</p> <p>This exclusion shall be paramount and shall override anything contained in this Policy that is inconsistent with it.</p>
Cyber Exclusion	<ol style="list-style-type: none"> <li>1) In no case shall this Policy cover loss, damage, liability, costs or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.</li> <li>2) Subject to the terms of this Policy, the cover otherwise provided shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if that use or operation is not as a means for inflicting harm.</li> </ol> <p>Other than in respect of specific cover provided by any Cyber Write-Back stated in the Schedule, this exclusion shall be paramount and shall override anything contained in this Policy that is inconsistent with it.</p>
Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion	<p>In no case shall this Policy cover loss, damage, liability, costs or expense directly or indirectly caused by or contributed to by or arising from:</p> <ul style="list-style-type: none"> <li>• ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;</li> <li>• the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component of these;</li> <li>• any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;</li> <li>• the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, but this does not extend to radioactive isotopes, other than nuclear fuel, when these isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;</li> </ul>

Wording  
**Construction Insurance**  
 General Exclusions

	<ul style="list-style-type: none"> <li>any chemical, biological, bio-chemical, or electromagnetic weapon.</li> </ul> <p>This exclusion shall be paramount and shall override anything contained in this Policy that is inconsistent with it.</p>
Other Exclusions	This Policy does not cover:
Avoidable Theft of Construction Plant	<p>in respect of any <b>construction plant</b> covered by Section 2 or 3 if insured, theft or attempted theft of tools from or with any vehicle which is owned or operated either by <b>you</b> or an <b>employee</b> and that is left unattended unless all of the following requirements are complied with:</p> <ol style="list-style-type: none"> <li>wherever the vehicle has the facility to do so, the equipment must be concealed from view; and</li> <li>all points of access to the vehicle must be securely closed and locked; and</li> <li>any top boxes or panniers must be securely closed and locked; and</li> <li>all keys must be removed from the vehicle and either retained by <b>you</b> or the <b>employee</b> or kept in a secure place; and</li> <li>any security devices fitted to the vehicle must be set and operational; and</li> <li>prior to or after completion of the working day or during non-working days, the vehicle is parked in accordance with one of the following:       <ol style="list-style-type: none"> <li>in a fully enclosed secure building which is either locked at all points of access or under constant supervision; or</li> <li>in a compound or yard which is fully enclosed by a perimeter wall or fencing and either has its gates securely locked or is under constant supervision; or</li> <li>in a vehicle security park which is under constant supervision.</li> </ol> </li> </ol> <p>Part 6 of this exclusion will not apply, when the value of tools within the vehicle is EUR 10,000 or less or when the vehicle is parked in the car park of a hotel in which an <b>employee</b> is staying whilst engaged on <b>your</b> normal business activities.</p> <p>Within the context of this exclusion:</p> <ul style="list-style-type: none"> <li>by tools <b>we</b> mean hand tools, power tools or any other <b>construction plant</b> that can be carried by hand;</li> <li>by unattended <b>we</b> mean at all times when an <b>employee</b> or professional security guard acting on <b>your</b> behalf does not have sight of and is not in a position to take action to prevent any unauthorised interference with or access to the vehicle or contents, unless precluded from doing so by forcible and violent means and/or actual or threatened assault or violence.</li> </ul> <p><b>You</b> must have effective procedures in place to bring the provisions of this exclusion to the attention of all <b>employees</b> who have responsibility for securing vehicles and ensure these are understood by them. Any failure to do so will not affect the application of this exclusion.</p>

Wording  
**Construction Insurance**  
 General Exclusions

<p>Breakdown, Explosion and Collapse</p>	<p>loss, damage, liability, costs or expense caused by:</p> <ol style="list-style-type: none"> <li>1) breakdown of <b>contract works</b> or its own explosion, but this exclusion does not apply to damage that is recoverable under Section 1 Breakdown or Explosion of machinery;</li> <li>2) breakdown of <b>construction plant</b> or its own explosion or collapse, but not that which results from an error or omission of the driver or operator of the <b>construction plant</b> other than in respect of any failure to maintain it.</li> </ol> <p>If Section 3 Liability for Hired in Construction Plant and Temporary Buildings is insured, part 2 of this exclusion will not operate to exclude liability which is otherwise recoverable under Section 3.</p>
<p>Financial Liability</p>	<p>penalties or liquidated damages or any other form of financial liability, unless specifically covered by this Policy.</p>
<p>Government Action</p>	<ul style="list-style-type: none"> <li>• confiscation, nationalisation, requisition, expropriation, seizure; or</li> <li>• loss, damage, liability, costs or expense directly or indirectly caused by or under the order of any government, local or law enforcement authority other than when this is to protect life or prevent damage to property.</li> </ul>
<p>Hazardous and Explosive Substances</p>	<p>loss, damage, liability, costs or expense caused by or arising out of the use by <b>you</b> of hazardous or explosive substances.</p> <p>Fuel and fertilisers are not deemed to be hazardous or explosive substances within the meaning of this exclusion.</p>
<p>Intentional Acts</p>	<p>loss, damage, liability, costs or expense attributable to any intentional act, or failure to act, by <b>you</b> or <b>employees</b>, unless the act or failure to act is a measure to prevent or minimise injury or a claim recoverable under this Policy.</p>
<p>Intentional Overloading</p>	<p>in respect of any <b>construction plant</b> covered by Section 2 or 3 if insured, loss of or damage to <b>construction plant</b> resulting from intentional overloading or overload testing which is not carried out in accordance with the Code of Practice for the Safe Use of Cranes BS7121 including any subsequent amendments or revisions or in accordance with the manufacturer's instructions, or any liability, costs or expenses consequent upon this loss or damage.</p>
<p>Inventory Losses</p>	<p>loss, damage, liability, costs or expense arising from disappearance or shortage discovered during stock or inventory taking, unless the loss can be traced to an identifiable incident which occurred during the <b>policy period</b>.</p>
<p>Maintenance and Application of Tools</p>	<p>the cost of:</p> <ul style="list-style-type: none"> <li>• normal repair or maintenance, but not loss or damage to <b>contract works</b>, <b>construction plant</b> or <b>temporary buildings</b> resulting from normal repair or maintenance which is not otherwise excluded;</li> <li>• loss or damage caused by the direct application of tools to <b>contract works</b>, <b>construction plant</b> or <b>temporary buildings</b>.</li> </ul>

Wording  
**Construction Insurance**  
 General Exclusions

Multiple Lifting	loss, damage, liability, costs or expense resulting from a single load being shared between two or more lifting devices when the lifting operation is not carried out in accordance with British Standard Code of Practice for the Safe Use of Cranes BS7121 including any subsequent amendments or revisions.
Northern Ireland Riot and Civil Commotion	loss, damage, liability, costs or expense attributable to riot or civil commotion in Northern Ireland.
Other Insurances	loss, damage, liability, costs or expense that are covered by or would, but for the existence of this Policy, be covered by any other insurance arrangements.
Parts, Components and Tyres	<p>in respect of any <b>construction plant</b> covered by Section 2 or 3 if insured:</p> <ul style="list-style-type: none"> <li>• loss of or damage to cutting edges, machine tools, moulds, dies and patterns, non-metallic linings, pulverising and crushing surfaces, trailing cables, flexible pipes, gas cylinders, driving belts, chains or conveyor bands and any parts that require replacement on a routine basis, unless accompanied by other loss or damage recoverable under this Policy;</li> <li>• damage to tyres caused by the application of brakes or by punctures, cuts or bursts.</li> </ul>
Pollution or Contamination	<p>loss, damage, liability, costs or expense caused by or arising from pollution or contamination or incurred to avoid or mitigate pollution or contamination or any threat of pollution or contamination.</p> <p>But this exclusion will not apply to:</p> <ul style="list-style-type: none"> <li>• physical loss of or damage to <b>contract works, construction plant, temporary buildings</b> or other goods or equipment covered by this Policy which is caused by pollution or contamination; or</li> <li>• reasonable costs incurred by <b>you</b> arising from cleaning operations following loss of fuel recoverable under Section 5 Loss of Fuel from Bowsers.</li> </ul>
Property for which You are Not Responsible	<p><b>contract works, construction plant or temporary buildings</b> which do not belong to <b>you</b> or for which <b>you</b> are relieved of responsibility under any contractual agreement.</p> <p>This exclusion does not apply to physical loss of or damage to <b>construction plant and temporary buildings</b> which:</p> <ul style="list-style-type: none"> <li>• are on free loan or demonstration to <b>you</b>;</li> <li>• <b>you</b> allow out on free loan or demonstration to another party;</li> </ul> <p>and that is recoverable under Section 2 Free Loan or Demonstration.</p>
Scratching or Chipping	scratching or chipping of glass or any painted, polished or mirrored surface unless accompanied by other loss of or damage to <b>contract works, construction plant or temporary buildings</b> that is recoverable under this Policy.

Wording  
**Construction Insurance**  
 General Exclusions

<p>Strikes Risks Outside Ireland</p>	<p>loss of or damage to any <b>contract works, construction plant, temporary buildings</b> or other goods or equipment whilst outside Ireland:</p> <ul style="list-style-type: none"> <li>caused directly or indirectly by strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;</li> <li>arising from the absence, shortage or withholding of labour of any description whatsoever;</li> </ul> <p>or any liability, costs or expenses consequent upon this loss or damage.</p>
<p>Strikes Risks Within Ireland</p>	<p>loss of or damage to any <b>contract works, construction plant, temporary buildings</b> or other goods or equipment whilst within Ireland:</p> <ul style="list-style-type: none"> <li>resulting solely from any strike, lock-out, labour disturbance, riot or civil commotion taking place and not caused directly by strikers, locked-out workmen or persons taking part in labour disturbances, riots or civil commotions;</li> <li>arising from the absence, shortage or withholding of labour of any description whatsoever;</li> </ul> <p>or any liability, costs or expenses consequent upon this loss or damage.</p>
<p>Terrorism</p>	<p>loss, damage, liability, costs or expense caused by or contributed to by or arising from terrorism.</p> <p>Within the context of this exclusion, by terrorism <b>we</b> mean an act or series of acts, including the use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation, committed for political, religious or ideological purposes including the intention to influence any government or to put the public in fear for those purposes.</p>
<p>Theft or Malicious Damage Temporary Buildings</p>	<p>in respect of any <b>temporary buildings</b> covered by Section 2 or 3 if insured, loss of or damage to the fixtures, fittings and any other contents of <b>temporary buildings</b> resulting from theft, attempted theft or malicious damage which does not involve forcible and violent means and/or actual or threatened assault or violence, or any liability, costs or expenses consequent upon this loss or damage.</p>
<p>Underground Risks</p>	<p>loss of or damage to and liability, costs or expense arising from any <b>construction plant</b> or <b>temporary buildings</b> situated underground.</p>
<p>War Risks</p>	<p>loss, damage, liability, costs or expense caused by or arising from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.</p> <p>This exclusion does not apply to any loss, damage, liability, costs or expense caused by derelict weapons of war which were not discovered before the start of the <b>policy period</b>.</p>



Wording  
**Construction Insurance**  
General Exclusions

Water or Air Risks	<p>loss of or damage to and liability, costs or expense arising from:</p> <ol style="list-style-type: none"><li>1) any vessel, craft or other device designed to float on or in, or to travel under or through water, air or space;</li><li>2) any <b>contract works, construction plant or temporary buildings</b> situated in, under or on water;</li><li>3) any <b>contract works, construction plant or temporary buildings</b> situated on or being loaded onto or unloaded from any of the items specified in part 1 of this exclusion.</li></ol> <p>Parts 2 and 3 of this exclusion do not apply to any <b>contract works, construction plant or temporary buildings</b> whilst in <b>transit</b>, but do apply:</p> <ul style="list-style-type: none"><li>• in respect of <b>transit</b> by barge;</li><li>• during any movement undertaken within the confines of a <b>contract site</b> or other site;</li><li>• whilst <b>construction plant or temporary buildings</b> are in use.</li></ul>
Wear and Tear or Deterioration	<ul style="list-style-type: none"><li>• wear and tear;</li><li>• gradual deterioration;</li><li>• rust, corrosion or oxidisation;</li></ul> <p>of <b>contract works, construction plant or temporary buildings</b>.</p> <p>But this exclusion will only apply to that part of any <b>contract works, construction plant or temporary buildings</b> directly affected and not to the remainder or other surrounding <b>contract works, construction plant or temporary buildings</b> which have sustained damage in consequence, unless otherwise excluded from the cover provided by this Policy.</p>

	<b>Introduction</b>
	<p>This introduction does not form part of the terms of this Policy.</p> <p>To make or notify a potential claim, please report this to the claims contact shown in the Schedule. Depending on the value and type of loss involved, <b>we</b> may:</p> <ul style="list-style-type: none"><li>• ask <b>you</b> for additional information and supporting documentation;</li><li>• appoint an independent loss adjuster or surveyor to investigate the circumstances.</li></ul> <p>A loss adjuster or surveyor is there to assist <b>you</b>, particularly in minimising the loss or damage and arranging any salvage sale.</p> <p><b>We</b> aim to deal with <b>your</b> claim promptly and fairly, and will keep <b>your</b> insurance broker or other advisor updated on the progress of <b>your</b> claim.</p> <p>Whilst <b>we</b> require <b>you</b> to hold third parties liable for any loss or damage, <b>we</b> do not expect <b>you</b> to finalise this action before <b>we</b> will consider <b>your</b> claim, unless any contract term or other legal requirement prevent <b>us</b> from enforcing <b>your</b> rights. Please be aware that there may be specific time periods for a particular party to be notified of loss or damage and for claims to be submitted. <b>We</b> strongly recommend that you hold all third parties liable immediately <b>you</b> become aware of the possibility of loss or damage.</p> <p><b>We</b> may ask <b>you</b> to sign a Subrogation Form. This formally transfers any rights <b>you</b> have against responsible parties to <b>us</b>, enabling <b>us</b> to seek a recovery from them. Successful recovery action assists in protecting <b>your</b> loss record.</p> <p>Following a request from <b>you</b>, <b>we</b> will consider including any uninsured losses <b>you</b> may have in any attempted recovery exercise. However, if the third party is able to restrict their liability a full recovery may not be possible.</p> <p>After a loss <b>you</b> may find it useful to review with <b>your</b> insurance broker or other advisor <b>your</b> business risks and how well the business is managing these.</p>
	<b>Claims Conditions and Procedures</b>
	<p>The following Claims Conditions and Procedures apply to the cover provided by this Policy as a whole.</p> <p>If any of these conditions or procedures do not apply to this Policy, this will be stated in the Schedule.</p> <p><b>You</b> must keep to the following conditions and procedures whenever <b>you</b> need to make a claim under this Policy. If <b>you</b> do not and this prejudices the investigation, defence or mitigation of any claim or reduces <b>our</b> legal or financial rights under this Policy, <b>we</b> may refuse to pay <b>you</b> for any part of or all of <b>your</b> claim.</p>

Wording  
**Construction Insurance**  
 Claims Conditions and Procedures

<p>Notification</p>	<p>Should <b>contract works, construction plant, temporary buildings</b> or other goods or equipment covered by this Policy sustain loss or damage, or <b>you</b> become aware of an incident or circumstances which may give rise to a claim under this Policy, <b>you</b> must as soon as practicable and within 14 days report this to the claims contact shown in the Schedule. This can be done either by phone, email or post.</p> <p><b>You</b> should not delay reporting a claim whilst gathering information. However, if <b>you</b> have reasonable grounds to believe that <b>your</b> resultant claim under this Policy is likely to be EUR 5,000 or less, <b>you</b> may defer reporting until <b>you</b> are in a position to provide a fully documented claim. However, <b>you</b> must take all reasonable measures to avoid or minimise any claim recoverable under this Policy, and these are detailed within Actions by You.</p>
<p>Information Required</p>	<p>When first reporting a claim please provide:</p> <ul style="list-style-type: none"> <li>• a description of the circumstances giving rise to the claim;</li> <li>• an estimate of the value of the claim;</li> <li>• if this estimated value is greater than EUR 5,000, the address at which any affected <b>contract works, construction plant, temporary buildings</b> or goods or equipment are located, together with the name and contact details of a suitable person with whom a survey, if required, can be arranged.</li> </ul>
<p>Actions by You</p>	<p>In relation to a claim under this Policy:</p> <p><b>You</b> must:</p> <ul style="list-style-type: none"> <li>• promptly take all reasonable measures to avoid or minimise any loss or damage. This includes taking any steps required by <b>us</b> or any party appointed by <b>us</b>;</li> <li>• take all necessary steps to protect rights against third parties who may have a liability for the incident, including holding these parties liable in writing as soon as possible;</li> <li>• if <b>you</b> suspect a crime has been committed, then as soon as <b>you</b> become aware of the circumstances contact the law enforcement authorities and request a crime reference number;</li> <li>• send to <b>us</b> as soon as possible full details of the claim and provide the claims documentation outlined within Claims Documentation;</li> <li>• provide to <b>us</b> all necessary assistance to handle the claim;</li> <li>• give <b>us</b> and any person authorised by <b>us</b> access to <b>contract works, construction plant</b> or <b>temporary buildings</b> at any reasonable time.</li> </ul> <p><b>You</b> must not:</p> <ul style="list-style-type: none"> <li>• dispose of any damaged <b>contract works, construction plant, temporary buildings</b> or other goods or equipment covered by this Policy until <b>you</b> have <b>our</b> permission to do so;</li> <li>• admit or repudiate liability or offer to make any payment without <b>our</b> agreement;</li> <li>• answer or otherwise respond to any writ, summons and/or legal process, receipt of which must be advised to <b>us</b> as quickly as possible either verbally or by email. The documentation should then be forwarded to <b>us</b> as soon as practicable;</li> <li>• other than an acknowledgement only, respond to any communications or correspondence received by <b>you</b> in connection with any claim against <b>you</b>, which should be forwarded to <b>us</b> as soon as practicable.</li> </ul> <p>No <b>contract works, construction plant, temporary buildings</b> or other goods or equipment may be abandoned to <b>us</b>.</p>

Wording  
**Construction Insurance**  
 Claims Conditions and Procedures

<p>Claims Documentation</p>	<p>To handle <b>your</b> claim <b>we</b> will typically need the following:</p> <ul style="list-style-type: none"> <li>• A completed claim form, if requested by <b>us</b>.</li> <li>• A quantified claim noting the items affected and their value.</li> <li>• Evidence of the value of the amounts claimed, for example the purchase or replacement invoices or repair accounts.</li> <li>• Hire terms and conditions applicable and invoices for the hire charges.</li> <li>• Applicable transit documentation issued.</li> <li>• Correspondence exchanged with third parties regarding their liability.</li> <li>• Any CCTV footage or photographs that are available relevant to the loss or damage.</li> <li>• Any crime reference number issued.</li> </ul> <p>Dependent on the circumstances additional documentation may be required.</p>
<p>Costs Incurred by You</p>	<p><b>We</b> will, in addition to any loss or damage recoverable under this Policy, pay reasonable costs incurred by <b>you</b> to avoid or minimise any claim which may be covered by this Policy.</p> <p><b>Our</b> prior agreement must be obtained in respect of any expenditure which exceeds EUR 5,000 in total.</p> <p>Any action taken by <b>you</b> or <b>us</b> with the object of saving, protecting or recovering <b>contract works, construction plant, temporary buildings</b> or other goods or equipment will not be considered as a waiver or acceptance of abandonment or otherwise prejudice either party's rights.</p>
<p>Prevention Measures</p>	<p><b>We</b> will pay the reasonable cost incurred by <b>you</b> of taking justifiable measures to prevent loss, damage, liability, costs or expense that could be expected to result in a recoverable claim under this Policy, provided that:</p> <ul style="list-style-type: none"> <li>• the expected loss, damage, liability, costs or expense did not arise from any defect in <b>contract works, construction plant or temporary buildings</b>; and</li> <li>• the loss, damage, liability, costs or expense would have been the likely outcome in the absence of the measures taken; and</li> <li>• <b>we</b> are satisfied that the loss, damage, liability, costs or expense would have been recoverable under this Policy and that these have been avoided in consequence of the measures taken.</li> </ul> <p><b>Our</b> prior agreement must be obtained in respect of any expenditure which exceeds EUR 5,000 in total.</p>
<p>Average and Underinsurance Section 1</p>	<p>This condition applies only to claims recoverable under Section 1 of this Policy.</p> <p>If, immediately prior to the time of any loss or damage, an amount representing 75% of the reinstatement or replacement cost of the whole of the <b>contract works</b> at the <b>contract site</b> where the loss or damage occurred is higher than the <b>limit</b> applicable at that <b>contract site</b>, then any claim under this Policy will be reduced in proportion as follows:</p> <ul style="list-style-type: none"> <li>• the <b>limit</b> applying at the <b>contract site</b> where the loss or damage occurred; divided by</li> <li>• the reinstatement or replacement cost of the whole of the <b>contract works</b> at the <b>contract site</b> where the loss or damage occurred.</li> </ul>

Wording  
**Construction Insurance**  
 Claims Conditions and Procedures

<p>Average and Underinsurance Section 2</p>	<p>This condition applies only to claims recoverable under Section 2 of this Policy.</p> <p>If, immediately prior to the time of any loss or damage:</p> <ul style="list-style-type: none"> <li>the replacement cost of any single item of <b>construction plant</b> or <b>temporary buildings</b> sustaining loss or damage is higher than the applicable any one single item <b>limit</b>; or</li> <li>the replacement cost of any specified item stated in the Schedule sustaining loss or damage is higher than the <b>limit</b> stated against it in the Schedule;</li> </ul> <p>then any claim under this Policy will be reduced in proportion as follows:</p> <ul style="list-style-type: none"> <li>the applicable <b>limit</b>; divided by</li> <li>the replacement cost of the item affected.</li> </ul> <p>Specified items of <b>construction plant</b> and <b>temporary buildings</b> covered by this Policy which are more than 2 years of age must not have a <b>limit</b> or be insured for an amount greater than their replacement cost with <b>construction plant</b> or <b>temporary buildings</b> of a similar specification, condition and age.</p>
<p>Average and Underinsurance Section 3</p>	<p>This condition applies only to claims recoverable under Section 3 of this Policy.</p> <p>If, immediately prior to the time of any loss or damage, the amount of <b>your</b> liability under the terms of the conditions of hire for any single item of <b>construction plant</b> or <b>temporary buildings</b> is higher than the applicable <b>limit</b> any one single item, then any claim under this Policy will be reduced in proportion as follows:</p> <ul style="list-style-type: none"> <li>the <b>limit</b> applying to any one single item; divided by</li> <li>the amount of <b>your</b> liability under the terms of the conditions of hire for that single item of <b>construction plant</b> or <b>temporary building</b>.</li> </ul>
<p>Consecutive Damage 72-hour Clause</p>	<p>Any claims recoverable under this Policy caused by earthquake, flood, storm, cyclone or tempest occurring at any one location and arising during any one period of 72 consecutive hours, will be deemed as a single <b>event</b> with regard to the application of any <b>deductible</b>.</p>
<p>Control of Claims</p>	<p><b>We</b> may, at <b>our</b> expense, take all necessary steps to enforce <b>your</b> rights against third parties, including requiring <b>you</b> to take action against these parties. <b>You</b> must not do anything before or after <b>we</b> pay <b>your</b> claim to affect <b>our</b> rights, and <b>you</b> must give <b>us</b> any assistance or information <b>we</b> ask for.</p> <p>When <b>we</b> have paid <b>you</b> the value insured under this Policy of <b>contract works</b>, <b>construction plant</b>, <b>temporary buildings</b>, goods or equipment affected, <b>we</b> are entitled (but not obliged) to take possession and ownership of this.</p>
<p>Waiver of Subrogation Rights</p>	<p><b>We</b> agree to waive any recovery rights against:</p> <ul style="list-style-type: none"> <li><b>your</b> parent company or <b>your subsidiary companies</b>;</li> <li>any company which is a <b>subsidiary</b> of <b>your</b> parent company;</li> <li>any subcontractor engaged by <b>you</b>, but only to the extent required by the subcontract.</li> </ul>
<p>Payment on Account</p>	<p>When <b>we</b> agree that a claim is recoverable under this Policy but the final settlement amount has not been determined, <b>we</b> will at <b>your</b> request pay any amounts that can be agreed or make an "on account" payment of 70% of the anticipated value of the claim, pending final adjustment within the terms of this Policy.</p>

Wording  
**Construction Insurance**  
 Claims Conditions and Procedures

<p>Repair Investigation</p>	<p>Following loss or damage recoverable under this Policy, <b>we</b> will pay reasonable costs incurred for repair investigations and tests by consulting engineers.</p> <p>This clause does not cover costs in respect of preparing a claim under this Policy.</p> <p><b>Our</b> prior agreement must be obtained in respect of any expenditure which exceeds EUR 5,000.</p>
<p>Cover During Repair</p>	<p>If <b>contract works, construction plant or temporary buildings</b> have sustained loss or damage recoverable under this Policy, <b>we</b> will pay reasonable costs incurred by <b>you</b> for the protection of those <b>contract works, construction plant or temporary buildings</b>, carriage to a place of repair agreed by <b>us</b> and return to <b>your</b> premises following repair.</p> <p><b>Our</b> prior agreement must be obtained in respect of any expenditure which exceeds EUR 5,000.</p> <p>During the period of repair and any associated <b>transit</b>, these <b>contract works, construction plant or temporary buildings</b> will continue to be covered by this Policy.</p>
<p>Payment of Premium</p>	<p><b>You</b> must have paid all premiums due before <b>we</b> will pay any claim.</p>
<p>Interest of Other Parties</p>	<p>At <b>your</b> written request accompanied by supporting documentation, <b>we</b> will make settlement to a lender or other party having an interest in any <b>contract works, construction plant or temporary buildings</b> which is the subject of a claim.</p>
<p>Loss Payee</p>	<p>If a Loss Payee is noted under this Policy, <b>we</b> may be required to make settlement direct to that party.</p>
<p>Your Responsibility to Give Us Correct Information</p>	<p>If <b>you</b> or anyone acting on <b>your</b> behalf:</p> <ul style="list-style-type: none"> <li>• makes a claim that is known to be false or exaggerated in any way;</li> <li>• supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);</li> <li>• deliberately or recklessly withholds information or provides responses that are inaccurate or incomplete;</li> </ul> <p>then:</p> <ul style="list-style-type: none"> <li>• <b>we</b> will refuse to pay the whole of <b>your</b> claim; and</li> <li>• <b>we</b> will recover from <b>you</b> any amounts that <b>we</b> have already paid; and</li> <li>• <b>we</b> may also cancel this Policy with effect from the date of the earliest of any of the acts set out in this clause, in which case <b>you</b> will not be entitled to any refund of premium.</li> </ul> <p>If <b>you</b>, acting carelessly, withhold information or provide responses that are inaccurate or incomplete, <b>we</b> will settle <b>your</b> claim within the terms of this Policy in the manner <b>we</b> would have done had <b>we</b> received full and complete information.</p>

