



ROI Customers
December 2021

Tradesmen Insurance Policy



Useful phone numbers

Claims

If you want to make a claim, please phone this number day or night.

+353 (1) 858 3233

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Welcome to AXA

Thank you for choosing AXA as your insurer.

We are one of the largest insurance groups in the world. Here in Ireland, we have insured commercial property for more than 250 years.

You chose **us** because **you** need protection.

You also want a level of service second to none and, if **you** need help with claims, **we** will be there when **you** need us most.

This is **your** policy document. It is the contract that **we** have made with each other. We appreciate insurance can be a complicated business so **we** have designed the layout to make it as easy as possible to follow.

Please read it carefully and if **you** have any questions, please contact **your** Broker or your local AXA Insurance office.

Your Policy

Your policy

Welcome to **your** AXA Tradesmen policy and thank **you** for choosing AXA.

The information **you** have given forms part of the contract of insurance with **us**. **Your** policy, policy schedule and endorsements are evidence of that contract. You should read these carefully and keep them in a safe place.

In return for having accepted **your** premium **we** will provide insurance as described in the following pages of **your** policy.

Your policy wording is divided into a number of sections and must be read together with your policy schedule. Where a section does not apply your policy schedule will state that cover is 'Not Insured'

On behalf of AXA Insurance dac



Phil Bradley, Chief Executive,
AXA Insurance dac

Registered number 136155. Registered office
Wolfe Tone House, Wolfe Tone Street, Dublin 1

Important

We recommend you read this policy with your policy schedule to make sure that it meets your needs. If you have any questions please contact us or your insurance broker.

Please read the complaints procedure in the Caring For You section.

We have designed **your** policy booklet to help **you** understand the cover provided. **You** will find the following headings on many pages:

What is covered

Under this heading **we** give detailed information on the insurance provided and this must be read with '**What is not covered**' at all times.

What is not covered

Under this heading **we** draw **your** attention to what is not included in **your** policy.

The law that applies to this policy

This policy shall be governed by and construed in accordance with the laws of The Republic of Ireland.

AXA Insurance dac

Registered number 136155

Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1.

Meanings of defined terms

These definitions apply throughout the policy booklet. Additional definitions exist for the Personal accident section.

Where **we** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy.

The definitions are listed alphabetically:

Asbestos

Asbestos or asbestos fibres or derivatives of asbestos or any material containing asbestos.

Claims costs

1. All costs and expenses incurred by us or by you with our written permission in connection with the investigation defence or settlement of any claim against you which this policy covers.
2. If the following people attend court in connection with a claim we will also pay compensation to you at the following daily rates for each day attendance is requested:
 - a) any partner principal or director
€250
 - b) any employed person
€150

Employed person(s)

Any person while working for you in connection with the business:

1. under a contract of service or apprenticeship with you
2. who is hired or lent to you or borrowed by you
3. under a work experience training scheme

4. supplied to you or employed by you for labour only

5. who is self-employed and working under your control or supervision

6. on a voluntary basis

Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

Excess

The amount you must pay as the first part of each claim made.

Injury

Death, bodily injury, illness or disease.

Offshore

On or working from or travelling by sea or air to from or between an offshore rig platform or similar offshore installation.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water land or the atmosphere. Loss damage or injury directly or indirectly caused by such pollution or contamination.

Territorial limits

Anywhere within the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man other than offshore.

Terrorism

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence.

The business

The business activities clearly stated in your policy schedule under Business Description only and:

1. providing and managing the sports social educational and welfare organisations set up for your employed persons and first aid ambulance fire and security services
2. owning repairing maintaining and decorating your own property or premises you use
3. maintaining and repairing vehicles and machinery owned or used by you
4. private work by any employed persons for any director partner or senior official as long as this work is done with your prior permission

The business must be based in the Republic of Ireland. Any changes to the business activities must be advised to AXA immediately.

We / us / our

AXA Insurance dac.

You / your / yourself

The person people or company shown in the schedule as the Insured.

General conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

1. Cancel **your policy**
2. Declare **your policy** void (treating your policy as if it had never existed)
3. Change the terms of **your policy**
4. Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact **us**.

Where **your policy** contains conditions that specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim **you** will be covered, and we will pay **your** claim, if **you** are able to prove that the non-compliance with the condition could not have increased the risk of the loss which actually occurred in the circumstances in which is occurred.

Business Failure

This **policy** will automatically cease if the Business is wound up, carried on by a liquidator or receiver, or permanently discontinued.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change to the business in the person, firm, company or organisation shown in **your** schedule as the insured to the information **you** provided to **us** previously or any new information that increases

the risk of loss as insured under any section of **your policy**.

Any change that was not within the reasonable scope of the agreed business may not be accepted by **us** and claims may not be paid. In this case **your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy** if it is deemed to change the scope of the agreed contract. If you wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims procedure

- a) **You** must give **us** notice as soon as practical of any **event** which might lead to a claim under this policy. **You** must give **us** all the information we need and send us every letter writ summons or other document. You must tell us about any prosecution inquest or fatal accident inquiry or dispute for referral to adjudication in connection with any **event** for which there may be liability under this policy.
- b) **You** must not admit liability or agree to accept the decision of any adjudication without **our** written permission. **We** will be entitled to take over and carry out in **your** name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for indemnity or compensation against anyone else.

Reasonable precautions

You must take all reasonable steps to prevent accidents **injury** or loss of or damage to **your** property or the property of others.

Basis of Rating

- a) The premium is based on the total number of people shown in **your** policy schedule. You must advise us either during the period of insurance or at the year end declaration if this number changes and pay any additional premium that may be due.
- b) If employed persons are engaged in connection with the business on a temporary basis you must include these at year end declaration. However if the total number of working days for all temporarily **employed persons** in any one period of insurance is less than 50 days cover will automatically be provided and **you** do not need to tell **us**.

Fraud

If a claim is made **you** and anyone acting on **your** behalf must not act dishonestly in any way or provide false information.

Cancellation

1. We can cancel **your policy** at any time during the **period of insurance** by giving 14 working days written notice to your last known address. Where **your policy** is cancelled in accordance with either of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation.

You can cancel the Policy within fourteen working days of the date of the first period of insurance which is the “cooling off period”.

2. If you cancel during the cooling off period, You will be entitled to a full return of the premium paid.

You may also cancel **your policy** at any other time during the **period of insurance**. **We** will refund part of the premium paid, proportionate to the unexpired period of insurance.

3. We can cancel **your policy** immediately, without giving **you** notice if the premium has not been paid. If a claims has been made or there has been any incident likely to lead to a claim during the current **period of insurance**, the annual premium remains due in full. We will only refund premium provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Contractual duties and proportionate remedies

You have a duty prior to the start of **your policy**, prior to any variation made during the period of insurance and prior to each renewal, to respond to all questions posed by us with complete honesty and with reasonable care.

If **you** respond to the questions posed by **us** in a negligent manner, without complete honesty and/or reasonable care, then **we** can elect one of the following remedies: **a. we** will avoid the contract and refuse all claims, if **we** would not have entered into this contract based on honest and accurate information. **We** will return any premium paid; or

b. we will treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** responded honestly to the questions posed to **you**; or

c. we will reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** responded honestly to questions posed to **you** and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.

If **you** have fraudulently responded to any of **our** questions or have been involved in any fraudulent activity, relative to this contract, **we** will void this contract from the start of the **policy**. If there is an active claim, this too will be avoided.

Instalments

If the premium on this policy is paid by **our** instalment plan and **you** do not pay each instalment on the due date all cover under the policy is cancelled from the date the instalment was due.

If the premium on this policy is paid by **our** instalment plan and during the current period of insurance:

- ▶ a claim has been made under the policy for which we have made a payment
- ▶ a claim has been made under the policy which is still under consideration
- ▶ an incident has happened which is likely to lead to a claim but is yet to be reported to **us**

the annual premium remains due in full.

In this case monthly collections must continue or a one-off payment be agreed to settle the outstanding amount.

If the annual premium is not paid in full **we** may take any outstanding instalments from any claim payment that may be due to **you** or payable on **your** behalf. **We** will keep any instalments taken before the cancellation notice for the instalment agreement. Any refund of premium will be for any collections taken between the time of the notice and cancellation.

Non-disclosure/misrepresentation

You must disclose all facts and information that might be relevant to **our** assessment of the risk and all material representations made to **us**

must be true and accurate otherwise **we** are entitled to treat the insurance as if it had never existed.

Other insurance

If at the time of any incident which results in a claim under this policy there is any other insurance covering the same legal liability loss or damage **we** will not pay more than **our** rateable proportional share.

Bona Fide Sub-Contractors

You must ensure that all Sub-contractors engaged by the You to perform work for you or on your behalf shall have and maintain Employers and Public/Products Liability Insurance in respect of their liability for bodily injury loss of or damage to property and

- (a) You obtain confirmation that such bona fide subcontractor has in force and effect policies covering Employers Liability with an indemnity limit not less than €13,000,000 any one occurrence and Public/Products liability with an indemnity not less than the Limit of Indemnity applicable to this policy in respect of any one claim or series of claims arising out of one cause or €6.5 million, whichever is the lesser amount.
- (b) The insurance covers are extended to indemnify the Insured as Principal against all liability arising from the negligence of the Sub-contractor

Only where we have identified and charged a separate premium for bona fide subcontractors we will indemnify you under this policy for the vicarious liability of any such bona fide subcontractor provided that you have complied with conditions a) and b) above.

For the purpose of this condition 'bona fide subcontractor' shall mean any company or firm or individual who enters into a contract with you for the provision of services or the supply of goods or materials in conjunction with labour

but this shall not include any firm or individual who enters into a contract of service with you for supply of labour only.

Sanctions condition

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf the defence or settlement of any claim steps to enforce rights against any other party before or after payment is made by **us**.

General Policy

Exclusions

Your policy is subject to exclusions and these tell **you** what is not covered.

General exclusions are set out below and apply throughout **your** policy under more than one section of cover.

Where exclusions apply to one specific section of **your** policy they are stated in 'What is not covered' under that section.

Additionally exclusions may be applied by endorsement and if so they will be stated in **your** policy schedule.

General exclusions

We will not pay for:

1. Radioactive contamination

- a) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss and
- b) any legal liability directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

2. War and Nuclear Risks

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or arising from;

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Any contingency occasioned by or happening through war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power. All operational and non-operational nuclear facilities are excluded.

3. Date recognition

failure by equipment (including hardware or software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

4. Terrorism

any loss damage cost or expense directly or indirectly caused by resulting from or in connection with **terrorism**.

5. Firearms

injury or loss or damage arising from your ownership possession or use of any firearm or sporting gun.

6. Fraud and dishonesty

damage which results from acts of fraud or dishonesty by you, your employees or any other person who is responsible for the property or results from voluntarily parting with title or possession of any property as a result of a fraudulent scheme, trick, device or false claim.

7. Electronic risks exclusion

We will not cover you for any liability or losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 any alteration, modification, distortion, erasure or corruption of **electronic data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

Additional Definitions are:

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives data.

Damage

Damage Accidental loss, destruction or damage.

Electronic Data

Electronic data shall mean facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or computer systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of

excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

Hacking

Unauthorised access to any computer systems, whether your property or not.

Phishing

Any access or attempted access to data made by means of misrepresentation or deception.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The meaning of **virus or similar mechanism** includes but is not limited to, trojan horses worms and logic bombs.

Exclusions applicable to Section 4 (Own plant tools and equipment) Section 5 (Hired in plant) and Section 6 (Contract works)

We will not pay for:

1. **Shortages**
unexplained disappearance or inventory shortage.
2. **Wear and tear**
 - a) loss or damage due to wear and tear, gradual deterioration, modification of flavor, color, structure, corrosion, damage due to dust or humidity or caused by mould, vermin, insects
 - b) the cost of normal upkeep cleaning or normal repairs.
3. **Sonic bangs**
loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. **Confiscation risks**
confiscation or loss of or damage to property by or under the order of any government or public or local authority.

5. Excess

the **excess** as specified in Section 4 (Own plant tools and equipment) Section 5 (Hired in plant) and Section 6 (Contract works) however if an incident results in a claim under more than one of these sections a single **excess** will apply for each incident. Where the **excess** varies between each section of cover the higher **excess** will apply.

6. Bodily Injury

Death, bodily injury, illness or disease.

7. Fines and penalties

any penalties or fines incurred by you except consecutive from a material damage.

8. Defective materials and undamaged items

the costs and expenses for repair or replacement of any defective materials or undamaged items.

SECTION 1

Public liability

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What is covered

1. Legal liability and claims costs

We will pay up to the limit of indemnity if you become legally liable to pay damages and or claimants costs and expenses in respect of accidental:

- a) injury to any person
- b) loss of or damage to material property
- c) obstruction trespass nuisance or interference with any right of way air light or water
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **territorial limits** during the period of insurance in connection with **the business** including legal liability caused by the nature or condition of anything supplied by you in the course of the business.

We will also pay **claims** costs.

2. Safety legislation costs

We will cover **you** and if you ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with a prosecution (including appealing against any judgement given) brought for breach of

- i) the Safety Health and Welfare at Work Act 2005
- ii) Consumer Information Act 1978
- iii) the Food Safety Authority of Ireland Act 1998

We will not cover proceedings:

- a) as a result of a deliberate act or failure

- b) unless arising from an incident which happens during the period of insurance in the course of **the business** and which directly relates to a claim or potential claim under this section.
- c) from outside the policy territories

We will not cover fines and penalties.

3. Manslaughter costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy

- b) prosecution costs awarded as a result of any conviction for such an offence

The maximum amount we will pay in total during any one period of insurance is €250,000.

We will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Senior Counsel that such appeal has strong prospect of success
- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- v) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- vi) costs and expenses insured by any other policy

- vii) costs and expenses of any investigation or prosecution brought other than under the laws of the Republic of Ireland.

4. Additional persons

If **you** ask **we** will also provide cover for:

- a) i) any director or partner of **yours**
- ii) any **employed persons**

against legal liability which **you** would have been entitled to be covered for under this section if the claim had been made against **you**

- b) i) any officer or member of **your** sports social educational or welfare organisations set up for the benefit of **employed persons**
- ii) anyone authorised by **you** to provide first aid ambulance fire or security services

against legal liability arising from providing such services or facilities

- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent
- d) any director or partner of **yours** or any **employed person** or their spouse or civil partner against legal liability incurred in a personal capacity in connection with a temporary visit outside the **territorial limits** other than legal liability arising out of the ownership or occupation of land or building
- e) anyone for whom **you** are carrying out a contract in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract
- f) legal personal representatives in the event of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person

We will only provide cover if:

- i) each person who is covered under this section keeps to the terms exclusions and conditions
- ii) **we** have control of all claims

If **we** have to provide cover for more than one person **we** will not pay more than the limit of indemnity.

Limit of indemnity:

The amount of the limit of indemnity is set out in **your** policy schedule.

- a) This is the maximum amount **we** will pay in respect of any one **event**.
- b) **We** will pay **claim costs** in addition to the limit of indemnity
- c) The cover will apply to each Insured named in the schedule as if a separate policy had been issued to each. If **we** cover more than one Insured **our** liability will not be more than the limit of indemnity
- d) **We** may at any time pay the limit of indemnity (after taking off any amount or amounts already paid) or any lesser amount for which a claim or claims can be settled. **We** will have no further liability in respect of such claim or claims except for **claims costs** incurred before the date of payment
- e) **We** will treat the limit of indemnity as the maximum total limit for all claims and **claims costs** during the period of insurance in connection with **pollution or contamination**. Upon paying the limit of indemnity in respect of one or more such claims **we** will have no further liability in respect of **pollution or contamination** during the period of insurance.
- f) **We** will treat the limit of indemnity as the maximum total limit for all claims and claims costs during the period of insurance in connection with the legal liability caused by the nature or condition of anything supplied by you in the course of the business. Upon paying the limit of indemnity in respect of one or more such claims we will have no further liability in respect of liability caused by the nature or condition of anything supplied by you during the period of insurance.

What is not covered

We will not pay for:

1. Excess

the **excess** shown in **your** policy schedule for loss of or damage to property.

2. Injury to employed persons

injury sustained by any **employed persons** arising out of and in the course of their employment with **you**.

3. Liability arising outside the territorial limits

We will not cover legal liability arising out of manual work undertaken by you or on your behalf outside the policy territories, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the policy territories, for a period or periods of up to 180 days in total, during any one period of insurance.

4. Liability arising offshore

legal liability arising in connection with any person while **offshore**.

5. Property under your control

loss or damage to property owned by **you** or which is held in **your** care custody or control.

This exclusion does not apply to:

- a) premises which are leased let rented hired or lent to **you** as long as a tenancy or other agreement does not
 - i) give rise to legal liability that would not have attached in the absence of such agreement
 - ii) say that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf
- b) premises including contents which are not owned or rented by **you** where **you** are temporarily carrying out work in connection with **the business**
- c) **employed persons** or visitors vehicles or effects while on **your** premises

6. Aircraft and watercraft

legal liability arising from **you** owning possessing or using any:

- a) aircraft
- b) watercraft or hovercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon)

7. Motor vehicles

legal liability arising from any mechanically propelled vehicles or trailers attached to them:

- a) in circumstances where it is compulsory that **you** have insurance or security under Road Traffic Act legislation or where insurance is provided by another policy
- b) whilst taking part in competitive sport or trials or tests
- c) outside the **territorial limits**

8. Damage to works/rectification of defects

- a) loss of or damage to goods or materials supplied or for use by **you** or which form part of work that **you** are carrying out or have completed. This exclusion will not apply to goods or materials forming part of work completed by **you** under a separate previous contract
- b) the cost or value of any defective harmful or unsuitable goods materials or work supplied used or undertaken
- c) expenditure incurred by anyone in
 - i) investigating or providing a remedy for
 - ii) removing reinstating replacing reapplying or rectifying

any defective harmful or unsuitable goods materials or work supplied used or undertaken

9. Recall/refunds

loss or expenditure incurred by anyone in recalling modifying disposing of or making a refund in respect of goods or materials supplied or used.

10. Design and advice

legal liability arising from advice instruction consultancy design formula specification inspection certification or testing undertaken or given for a fee.

11. Pollution and contamination

legal liability arising from **pollution or contamination** other than caused by a sudden and unexpected incident which takes place at a specific time and place during the period of insurance. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

12. Asbestos

legal liability in any way arising from or contributed to by:

- a) inhalation or ingestion of **asbestos**
- b) exposure to or fear of the consequences of exposure to **asbestos**
- c) the presence of **asbestos** in any property or on land
- d) investigating managing removing controlling or remediation of **asbestos**

13. Liability under agreement

legal liability assumed under agreement unless **you** allow **us** to undertake the conduct and control of claims.

14. Fines and penalties

liquidated damages fines or penalties.

15. Hazardous locations

legal liability arising in connection with work undertaken in or on:

- a) aircraft or watercraft
- b) airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c) railways or railway installations
- d) docks or harbours
- e) quarries mines or collieries

- f) chemical or petro-chemical works oil refineries gas works or fuel storage facilities
- g) power stations or nuclear plant
- h) bridges viaducts tunnels dams chimney shafts towers or steeples
- i) legal liability caused by the nature or condition of goods supplied by you in connection with the business which is directly exported to the United States of America or Canada.

16. Property Used Elsewhere

- a) We shall not be liable for Injury loss or damage arising from the use of land or buildings owned or rented by You and not forming part of the Premises as described in the Schedule.
- b) We shall not be liable for Injury loss or damage arising from any premises owned or business conducted from outside the Republic of Ireland.

17. Overseas establishment

We shall not be liable for claims caused by or arising from any associated or subsidiary company of yours, or any of your branch offices, or any representative of yours with power of attorney, registered, having premises or resident outside the policy territories.

Fire precautions condition

If blow lamps blow torches flame guns or hot-air guns are used away from **your** premises the precautions below must be followed at all times:

1. The area in which work is to be carried out must be examined and combustible property must be removed or covered by non-combustible materials
2. Suitable fire-extinguishing equipment must be available for immediate use at the point of work or as near as practical
3. Blow lamps blow torches and flame guns must not be lighted until they are required for use and must be put out as soon as they have been used
4. Lighted blow lamps blow torches and flame guns must not be left unattended

5. Hot-air guns must be switched off when unattended
6. When each period of work has been completed a thorough fire-safety check must be carried out. The fire-safety check must be carried out regularly for a period of at least one hour after the work has been completed

If electric oxyacetylene or other welding or cutting equipment or angle grinders are used away from **your** premises the precautions below must be followed at all times:

1. The area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition must be inspected to see whether combustible property other than the property to be worked on is in danger of catching fire.
2. All combustible property must be removed to at least six metres from the point of work. Property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.
3. A person who is trained in how to use fire-extinguishing equipment must work with the person using the lighted flame equipment to act as a firewatcher. They must stay in the area until the lighted flame equipment is switched off.
4. Suitable fire-extinguishing equipment must be made available for immediate use at the point of work.
5. Gas cylinders that are not being used must be kept outside the building in which the work is taking place where practical but in any event at least 15 metres from the source of the heat.
6. When each period of work has been completed a thorough fire-safety check must be carried out in all areas referred to in Point 1 above. The fire-safety check must be carried out regularly for a period of at least one hour after the work has been completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

SECTION 2**Personal Accident**

Contents of this section	
What is covered	20
What is not covered	21

Definitions

Where **we** explain what a word means that word will appear in bold print and will have the same meaning wherever it is used in this section. These definitions are in addition to the general Definitions that have already been described elsewhere in the policy booklet.

Bodily injury

A physical **injury** caused by an identifiable accident which within 12 months of the accident results in death disability or loss described under 'What is covered'.

Insured person

Each of **your** principals partners or directors under 75 years of age

Loss of limb

Total loss by physical separation or permanent loss of use at or above the wrist or ankle.

Loss of sight

Total and irrecoverable loss of sight in one or both eyes.

Permanent total disability

Disability which having lasted for a continuous period of 2 years prevents the **insured person** from doing any work and that in the opinion of an independent medical referee will not improve.

Temporary total disability

Disability which temporarily prevents the **insured person** from pursuing their normal occupation.

What is covered

We will pay the benefits set out in **your** policy schedule to the **insured person** (or their legal representatives) if during the period of insurance they suffer **bodily injury**

Benefit A

- Death
- **Loss of sight**
- **Loss of limb**
- **Permanent total disability**

We will not pay benefits for more than one of the benefits shown.

Benefit A will only be payable if **bodily injury** arises out of the **insured person's** occupation in the course of **the business**.

Benefit B

Temporary total disability

Benefit will be paid for a maximum of 104 weeks from the date of disability excluding the first 14 days of disability.

Payments under Benefit B will stop as soon as Benefit A becomes payable or the insured person is able to work (whether full-time or part-time).

Any payment made for Benefit B will be deducted from the payment made for Benefit A.

What is not covered

We will not pay for:

1. Self inflicted injury

self inflicted **bodily injury** deliberately caused by the **insured person** except in an attempt to save someone's life.

2. Pre-existing injury

bodily injury arising from or contributed to by any physical or mental condition which the **insured person** is or has been suffering from at any time during the two years before:

- a) the start of this section or
- b) commencement of cover for such **insured person**

3. Illness/gradual causes

bodily injury due to sickness or disease or any gradually developing bodily deterioration.

4. Alcohol/drugs

bodily injury arising from or contributed to by the use of alcohol or drugs (other than drugs taken under medical supervision and not for treating drug addiction)

5. Hazardous pursuits

bodily injury caused by engaging in or practising for:

- a) aeronautics or aviation other than as a fare paying passenger of a properly licensed passenger aircraft
- b) motor or horse racing rugby soccer gaelic football hurling camogie motor cycling or pillion riding or underwater activities involving the use of breathing apparatus
- c) mountaineering rock climbing or potholing
- d) any sport undertaken on a professional or semi-professional basis
- e) operational duties as a member of the Armed Forces
- f) skiing and bungee jumping

6. Terrorism

bodily injury arising directly or indirectly from **terrorism**

7. Chemical weapons

bodily injury arising directly or indirectly from chemical weapons

8. Criminal act

bodily injury arising directly or indirectly from a criminal act

Conditions relating to benefit payments:

- 1 The maximum amount **we** will pay under Benefit B will not be more than 75% of the average weekly income of the **insured person** (excluding overtime commission and bonuses) over the 12 months prior to the benefit becoming payable
- 2 **We** will not presume accidental death if the **insured person** disappears
- 3 If an **event** happens which may lead to a claim under this section the **insured person** must go to a qualified medical practitioner as soon as possible
- 4 The **insured person** must give **us** reports certificates and information **we** ask for in support of a claim. The **insured person** must have a medical examination at **our** expense if **we** ask
- 5 **We** do not have to accept or be affected by any trust charge or assignment relating to this insurance.
- 6 If the insured person dies we will be entitled to have a post-mortem examination at our expense.

SECTION 3**Employers' Liability**

Contents of this section	
What is covered	22
What is not covered	24

What is covered**1. Legal liability and claims costs**

We will pay up to the limit of indemnity if **you** become legally liable to pay damages and/or claimants costs and expenses together with **claims costs** in respect of **injury** to any **employed person** normally resident in the Republic of Ireland caused within the **territorial limits** during the period of insurance in connection with **the business**.

2. Safety legislation costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with prosecution (including appealing against any judgement given) brought for breach of the Safety Health and Welfare at Work Act 2005

We will not cover proceedings:

- a) as a result of a deliberate act or failure
- b) unless arising from an incident which happens during the period of insurance in the course of **the business** and which directly relates to a claim or potential claim under this section
- c) from outside the policy territories

We will not cover fines and penalties.

3. Manslaughter costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
 - i) the course of an investigation leading to the offence of

- ii) defending the Insured against criminal proceedings in connection with a charge of
- iii) an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy

- b) prosecution costs awarded as a result of any conviction for such an offence

The maximum amount we will pay in total during any one period of insurance is €250,000

We will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Senior Counsel that such appeal has strong prospect of success
- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- v) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- vi) costs and expenses insured by any other policy
- vii) costs and expenses of any investigation or prosecution brought other than under the laws of the Republic of Ireland.

4. Additional persons insured

If **you** ask **we** will also provide cover for:

- a) i) any director or partner of **yours**
- ii) any **employed persons**

against legal liability which **you** would have been entitled to be covered for under this section if the claim had been made against **you**

- b) i) any officer or member of **your** sports social educational or welfare

organisations set up for the benefit of **employed persons**

- ii) anyone authorised by you to provide first aid ambulance fire or security services

against legal liability arising from providing such services or facilities

- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent
- d) anyone who **you** are carrying out a contract for in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract.
- e) legal personal representatives in the event of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person

We will only provide cover if:

- i) each person who is covered under this section keeps to the terms exclusions and conditions
- ii) **we** have control of all claims

If **we** have to provide cover for more than one person **our** liability for any one **event** will not be more than the limit of indemnity specified in the policy schedule.

5. Injury to working partners

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as:

- a) **injury** is sustained while **you** are working in connection with **the business**
- b) **injury** is caused by another partner or **employed person** while working in connection with **the business**
- c) **you** have a valid right of action for negligence against the other partner or **employed person**

Limit of indemnity:

The amount of the limit of indemnity is set out in **your** policy schedule:

this is the maximum **we** will pay in respect of any one **event** inclusive of **claims costs**

What is not covered

We will not pay for:

1. Road Traffic Act legislation

legal liability in respect of **injury** to any **employed person** when they are carried in or on or getting into or out of a vehicle where compulsory insurance or security is needed under Road Traffic Act legislation.

2. Liability arising outside the territorial limits

legal liability in respect of **injury** to any **employed person** arising outside the **territorial limits** except in respect of temporary visits elsewhere undertaken by any **employed person** normally resident within the **territorial limits**.

3. Liability arising offshore

legal liability in respect of injury to any **employed person** arising while **offshore**.

4. Health and Risk Assessment

We shall not be liable for any claim in respect of Injury to any employed person under this section unless a written Safety Statement (incorporating Risk Assessment) is in place based on the identification of hazards and assessment of risks in the workplace.

SECTION 4

Own Plant Tools and Equipment

Contents of this section	
What is covered	25
What is not covered	26

What is covered

1. Loss or damage to property insured

We will pay **you** or at **our** option replace or repair in respect of loss of or damage to the property insured happening during the period of insurance. The maximum **we** will pay is the sum insured shown in **your** policy schedule.

Throughout this section, “damage” means accidental physical loss, destruction or damage.

The property insured is:

a) Own plant tools and equipment

Constructional plant machinery trailers tools equipment site huts or caravans (including their contents) belonging to **you** for use in connection with **the business** while on or next to the site of any contract carried out by **you** in transit by road rail or inland waterway or elsewhere within the **territorial limits**.

b) Stock

Stock-in-trade (other than described in a) above) belonging to **you** up to an amount of €2,500 for all such property while at **your** premises or in a securely locked compound or store within the **territorial limits** or in transit by road rail or inland waterway.

c) Personal tools

Portable tools and equipment including portable electronic equipment the personal **property** of **you** or **your** partners principals directors or **employed persons** up to €500 any one item of property and which are ordinarily used or needed on the site of any contract carried out by **you** in connection with **the business** anywhere within territorial limits and also if taken by you or your partners principals directors or employed persons in the course of a temporary visit to another member country of the European Union.

2. Reinstating the sum insured

In the event of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by **us** or **you** saying otherwise. **You** will have to pay an additional premium for this.

3. Immobilised plant

We will pay the necessary costs involved in recovering **property** insured which may become immobilised or immovable while being used in connection with any contract on which **you** are working.

What is not covered

We will not pay for:

1. Excess

the amount of the **excess** shown in **your** policy schedule.

2. Excluded property

loss of or damage to the following:

- a) any mechanically propelled vehicle for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites nor any vehicle used solely at contract sites and which is not licensed for road use.
- b)
 - i) any aircraft
 - ii) any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon)

3. Breakdown

mechanical or electrical breakdown or derangement.

4. Theft from unattended vehicles

theft or attempted theft of property insured while contained in an unattended vehicle or trailer unless there is evidence of forcible and violent entry to the vehicle or trailer.

5. Movable property in the open

loss or damage caused by storm, flood, wind, rain, hail, sleet, snow, dust or theft to tools and equipment or other moveable property in the open

SECTION 5

Hired in Plant

Contents of this section	
What is covered	27
What is not covered	28

What is covered

1. Loss of or damage to the property insured

We will cover **you** against **your** legal liability under the terms of any hire conditions to make good to the owner of the hired in plant, for damage occurring during the **period of insurance**. Where damage is caused by an item's own breakdown or its own explosion, cover will only apply if this is due solely to negligence, misdirection or misuse by **you** or **your** employees.

The **property** insured is constructional machinery tools equipment site huts or caravans **you** have hired to use in connection with **the business** while on the site of any contract or while being transported by road rail or inland waterway within the **territorial limits**.

2. Reinstating the sum insured

In the event of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by **us** or **you** saying otherwise. **You** will have to pay an additional premium for this.

3. Immobilised plant

We will pay the necessary costs involved in recovering property insured which may become immobilised or immovable while being used in connection with any contract on which **you** are working.

4. Continuing hire charges

We will insure **you** against legal liability

- a) to compensate the owner for loss of or damage to any hired machinery caused by its own breakdown or its own explosion

- b) to pay to the owner any hire charges lost as a result of:
- i) the physical loss of or damage to the machinery
 - ii) a breakdown of the machinery due to the negligence or misuse by **you** or anyone working on **your** behalf but not any wilful act or wilful neglect by **you**.

We will pay the hire charges for the period during which the machinery is not working because of loss damage or breakdown for up to 90 days but not including the first 48 hours.

The maximum **we** will pay in respect of any one hire agreement is €25,000e charges for the period during which the machinery is not working because of loss damage or breakdown for up to 90 days but not including the first 48 hours.

The maximum **we** will pay in respect of any one hire agreement is €25,000.

What is not covered

We will not pay for:

1. Excess

the amount of the **excess** shown in **your** policy schedule.

2. Excluded property

loss of or damage to the following:

- a) any mechanically propelled vehicle for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.
- b) i) any aircraft
- ii) any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon)

3. Movable property in the open

loss or damage caused by storm, flood, wind, rain, hail, sleet, snow, dust or theft to hired in plant or other movable property in the open.

4. Motor vehicle exclusion

We will not cover **you** for damage to any motor vehicle or attached trailer, other than mobile plant which is primarily intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.

5. Foreign hire exclusion

We will not cover **you** for damage to hired in plant, outside the policy territories, unless arising out of a temporary period or periods of work, elsewhere within the European Union, not exceeding 180 days in total, during any one **period of insurance** and hired under an agreement entered into within the policy territories.

SECTION 6

Contract Works

Contents of this section	
What is covered	29
What is not covered	31

What is covered

1. Loss of or damage to the property insured

We will pay **you** or at **our** option replace or repair in respect of loss of or damage to the **property** insured happening during the period of insurance. The maximum **we** will pay is the sum insured shown in **your** policy schedule.

The property insured is the permanent or temporary works carried out under any contract or development and materials used on or next to the site or being transported by road rail or inland waterway within the **territorial limits**.

2. Reinstating the sum insured

In the **event** of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by **us** or **you** saying otherwise. **You** will have to pay an additional premium for this.

3. Debris removal and professional costs

We will reimburse costs and expenses that **we** have approved for:

- a)
 - i) removing debris
 - ii) dismantling or demolishing
 - iii) shoring up propping and fencing off
 - iv) clearing or repairing drains and service mains on the site
- b) architects surveyors and consultants fees in connection with reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim

4. Subcontractors

In relation to any loss or damage caused by any of the specified perils defined in the JCT Standard Form of Building Contract **we** will not pursue any rights of recovery against subcontractors. This cover will only apply if:

- a) required by the terms of the contract
- b) the subcontractor follows the terms exclusions and conditions of **your** policy

5. Indemnity to principals

Your employer or principal are also covered under this insurance as necessary under the conditions of contract in force between **you** and **your** employer or principal as long as they follow the terms exclusions and conditions of **your** policy.

6. European Community and public authorities (including undamaged property) cover

We will cover the extra cost of reinstatement that may be needed to meet

- 1 European Community legislation or
- 2 Building or other regulations under or there to support any

Bye-laws of any public authority referred to as the stipulations, for

- a) damage to the contract works
- b) undamaged portions of the contract works but excluding
- 1 the cost incurred in complying with the stipulations
 - a) for damage occurring prior to the granting of this cover
 - b) for damage not insured by this section
 - c) where notice has been served on you prior to the damage happening
 - d) where there is an existing requirement which has to be implemented within a given period
 - e) for property entirely undamaged

- 2 the additional cost that would have been required to make good contract works lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen
- 3 the amount of any charge or assessment arising out of capital appreciation which may be payable for contract works or by the owner to comply with the stipulations.

7. Conditions applicable to the European Community and public authorities (including undamaged property) cover

- 1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months after the damage or any further time that we agree (during those 12 months) and may be carried out on another site (if the stipulations require) subject to our liability under this extension not being increased.
- 2 The total amount recoverable under this section for this cover will not exceed 15% of the sum insured.

8. Speculative building

- a) the property insured includes any **property** that is being built by **you** other than under contract
- b) in relation to property being built other than under contract the insurance under this section will end:
 - i) on the date the property is sold or let or
 - ii) three months after the date of substantial completion of the work whichever is the earlier

Substantial completion means completion apart from buyers or tenants choice of decorations and final fittings.

- c) if work on the site stops for more than three months in a row this extension will be void unless **we** agree to it continuing by writing to **you**.

9. Off-site storage

We will pay for the offsite storage of materials used for any contract in relation to a claim under this section while they are temporarily stored anywhere within the **territorial limits** as long as **you** are responsible for them under the terms of contract.

10. Escalator clause

If there is an increase in the value of any contract the sum insured shown in the schedule will automatically increase for that contract as long as the amount of the increase is not more than 20% of the sum insured.

11. Redrawing plans and documents

We will reimburse the costs and expenses up to €25,000 for any one claim for rewriting or redrawing plans drawings or other contract documents following their loss or damage.

12. Free materials

The **property** insured includes any materials supplied by or provided to **you** by the employer for inclusion in any contract for which **you** are responsible. The value of the materials will not be included in the final valuation of the works carried out or the final contract price.

13. Expediting costs

We will pay for extra charges for overtime nightwork work on public holidays express freight and air freight in relation to a claim under this section which is needed after any damaged **property** is repaired or replaced.

14. Show houses and contents

We will cover show house properties and show house contents until they are sold (including while being transported by road rail or inland waterway and in temporary storage all within the **territorial limits**). The maximum we will pay in respect of the contents of any one show house is €10,000.

What is not covered

We will not pay for:

1. Excess

the amount of the **excess** shown in **your** policy schedule.

2. Excluded property

loss of or damage to the following:

- a) any mechanically propelled vehicle used for the carrying of people materials or machinery and for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.
- b) i) any aircraft
 - ii) any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon)
- c) deeds bonds bills of exchange promissory notes money stamps securities or documents of title precious metals stones or articles made from them
- d) any vehicle or item of machinery caused by its own breakdown or its own explosion
- f) any existing property including any existing property being altered or repaired

3. Faulty workmanship and design

loss or damage to property insured:

- a) which is faulty due to a defect in the design plan specification materials or workmanship but this does not apply to resultant damage to other property insured which is free of the fault
- b) to enable the replacement repair or rectification of the property excluded by a) above

For the purpose of this insurance the property insured will not be considered as lost or damaged just because there is a fault in the design plan specification materials or workmanship in the property insured or any part of it.

4. Completed work

loss or damage to the permanent works (or any part of it) for which a certificate of completion has been issued or which has been completed and handed over to the principal unless the loss or damage happened:

- a) during the period of maintenance or defects liability period from a cause prior to commencement of this period
- b) as a result of **your** actions to comply with **your** responsibilities under the maintenance or the defects liability clause in the contract conditions
- c) within 14 days of the certificate of completion being issued provided **you** are required to insure during this period

5. Responsibility of other people

loss or damage:

- a) due to any owner tenant or occupier using any part of the permanent works
- b) for which **you** are no longer responsible under the conditions of the contract

6. Penalties under contract

penalties under any contract for:

- a) delay detention or loss of use
- b) losses arising in connection with guarantees of performance or efficiency
- c) consequential loss or damage of any kind

7. Cessation of work exclusion

We will not cover you for damage to any part of the permanent works, if work on the contract site stops for more than 45 days in a row unless cover is agreed by us in writing.

Caring for you

There may be times when you feel you do not receive the service you expect from us.

Here's our complaints process to help you.

- ▶ For a complaint about your policy, contact your Broker or local AXA insurance branch.
- ▶ For a complaint about your claim, contact our claims action line on 01 8927142

If we can't sort out your complaint, you can contact our Customer Care Department on 0818 505505 or:

- ▶ email: axacustomer@axa.ie; or
- ▶ write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If you're unhappy with how we've dealt with your complaint, you may be able to refer to:

Financial Services and Pensions Ombudsman,
Lincoln House, Lincoln Place, Dublin D02 VH29.

Tel: +353 1 567 7000.

Email: info@fspo.ie

Email: www.info@fspo.ie

Web: www.fspo.ie

Our promise to you

- ▶ We will reply to your complaint within five days.
- ▶ We will investigate your complaint.
- ▶ We will keep you informed of progress.
- ▶ We will do everything possible to sort out your complaint.
- ▶ We will use feedback from you to improve our service.



We're here to help.

If you have any questions contact your Broker

For help with claims, ring us on

0818 7 365 24