



ROI Customers
March 2023

Trades 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.

On behalf of AXA Insurance dac



Marguerite Brosnan, 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.

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

First amount of a claim or claims, for which **you** are responsible.

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**.

Policy territories

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

The business

Business, described in **your** schedule including

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 repairing, maintaining and decorating property or premises owned, leased, hired or rented by the **business**
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned, leased, hired or rented by the **business**
- 5 private work **you** allow any **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

We / us / our

AXA Insurance dac.

You / your / yourself

Person(s), firm, company or organisation shown in **your** schedule as the insured.

Policy

Policy, schedule, statement of fact and any endorsements attached or issued.

Period of insurance

Period from the start date to the expiry date, shown in **your** schedule.

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 at the time of loss will mean that **you** will not receive payment for a claim, **you** will be covered, and **we** will pay **your** claim if the non-compliance with that condition could not have increased the risk of the loss which actually occurred in the circumstance in which it 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 reasonable steps to

1. prevent or protect against **injury**, loss or damage
2. keep anything insured in good condition and in full working order
3. remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises or activities of **your business** to carry out inspection or survey. **You** must comply with any risk improvements that **we** ask for, within a reasonable period of time, advised by **us**.

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 condition

You and anyone acting for **you** must not act in a fraudulent way. If **you** or anyone acting for **you**:

1. knowingly makes a fraudulent or exaggerated claim under **your policy**;
2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or
3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine):

we will:

- a) refuse to pay the claim;
- b) declare the **policy** void, treating it as if it had never existed without any refund of premiums. **We** may also inform An Garda Síochána of the circumstances.

Cancellation condition

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

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

1. no claims made under the **policy** where **we** have made a payment
2. no claims made under the **Policy** that are still under consideration.
3. no incidents likely to give rise to a claim but not yet reported to **us**.

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**.

1. **We** can cancel **your policy** at any time during the **period of insurance** by giving 14 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.

- 2** **We** can cancel **your policy** immediately, without giving **you** notice, if the premium has not been paid. If a claim 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 this **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.

Arbitration condition

If there is a dispute, controversy or claim between **you** and **us** under this **policy** in respect of

- 1** the interpretation or application of any provision of the contract of insurance
- 2** **our** liability under the contract of insurance to make a payment in respect of a claim made by **you**
- 3** the amount (if any) **we** offer to pay in respect of claim or
- 4** any other matter relating to the contract of insurance.

such dispute controversy or claim shall within 12 months of the dispute, controversy or claim arising be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. If **you** and **us** cannot agree upon the joint appointment of an arbitrator, the President of the Incorporated Law Society of Ireland will make a decision upon the identity of the arbitrator and that decision will be final and binding on both parties.

If the dispute, controversy or claim is not referred to arbitration within 12 months **we** will assume **you** have abandoned the dispute, controversy or claim.

Claims notification condition

You must

- 1** as soon as practical
 - a) give **us** notice of any circumstances which might lead to a claim under this **policy**
 - b) give **us** all the information **we** request
- 2** as soon as practical
 - a) on receipt send **us** every letter, court order, summons or other legal document served upon **you**
 - b) tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication

or court proceedings in connection with any potential claim under this **policy**
 - c) notify An Garda Siochana of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

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.

Other insurance

If a claim is made under this **policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim
or
- 2 an amount beyond that which is or would be payable under the other **policy**.

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**.

Law Applicable

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

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. 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

- 1 (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 regardless of any other cause contributing concurrently or in any other sequence to the loss.

An exclusion applies in respect of all property, on any site used or having being used for

- (a) The generation of nuclear energy; or
 - (b) The production, use or storage of nuclear material
2. war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power regardless of any other cause contributing concurrently or in any other sequence to the loss.

2. Date recognition

Any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment data processing service product microchip microprocessor integrated circuit embedded chip or similar device computer software program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the Year 2000

- (i) correctly to recognise any date as its true calendar date
- (ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date .

3. Terrorism

Loss damage cost or expense of any nature (except so far as is necessary to meet the requirements of the Road Traffic Legislation) directly or indirectly caused by resulting from or in connection with:

Any act of Terrorism regardless of any other cause or **event** contributing concurrently or in any other sequence to the loss

Any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If **we** allege that by reason of this Exception any loss damage cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**. In the **event** any portion of this Exception is found to be invalid or unenforceable the remainder shall remain in full force and effect

Definition – Terrorism

For the purpose of this Exception an act of Terrorism shall mean an act including but not limited to the use of force or violence or damage to property and or threat thereof by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto), to intimidate and/or put the public or any section of the public in fear, create a health and safety risk to the public or any section of the public

4. Firearms

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

5. 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.

6. Electronic risks exclusion

Notwithstanding any provision to the contrary within this **policy, we** will not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

1. Damage to or the destruction of or loss of use of or reduction in functionality of any **computer systems**; or
2. any alteration, modification, distortion, erasure, access to, acquisition, removal, exfiltration, loss, corruption or loss of use or reduction in functionality of **electronic data**.

In each case whether **your** property or not, where any circumstance as set out in 1 and/ or 2 above is directly or indirectly caused by or contributed to by or arises out of or is occasioned by or results from or is connected with a **virus or similar mechanism** or **hacking** or **phishing** or a **denial of service attack**, or the threat of, or hoax in relation to, any of those perils, regardless of any other cause or **event** contributing concurrently or in any other sequence thereto.

We will also not cover **you** for any liability, loss, damage, claim, cost or expense or losses of whatsoever nature directly or indirectly caused by or contributed to by or arising out of or occasioned by or resulting from or connected with:

- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems** or **electronic data**; or
- (ii) any partial or total unavailability or failure, or series of related partial or total unavailability or failures, to access, process, use or operate any **computer systems** and/or **electronic data**.
- (iii) any unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any computer systems and/or electronic data.

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

This exclusion is not applicable to claims under the Employer's Liability section of this **policy**.

Additional definitions are:

Computer Systems

Any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

Damage

Accidental physical loss, destruction or damage.

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**.

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.

Hacking

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

Phishing

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

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, data 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 and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

7. Requisition or Confiscation of Property

Loss or damage occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

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**.

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 **Policy territories** 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 **Policy territories** 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**.

x 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 **Policy territories**

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 **Policy territories**

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

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	
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What is not covered	23

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.

x 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. Chemical weapons

bodily injury arising directly or indirectly from chemical **weapons**

7. Criminal act

bodily injury arising directly or indirectly from a criminal act

Suicide and insanity

We will not cover claims in any way caused or contributed to, by the **insured person's** suicide, attempted suicide or intentional self-**injury**, or the **insured person** being in a state of insanity.

Section Conditions

Change in circumstances condition

You must tell **us** as soon as **you** become aware of any **injury**, illness, disability or other condition where the **insured person** has become affected.

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

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What is not covered	27

✓ 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 **Policy territories** 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**

x 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 policy territories

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

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	28
What is not covered	29

✓ 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 **policy territories**.

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 **policy territories** 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 **policy territories** 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.

x 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

6. Foreign Work Exclusion

We will not cover **you** for **damage** to construction plant and machinery or portable tools and equipment 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**, by persons resident within the **policy** territories.

7. Unsecured storage exclusion

We will not cover **you** for **damage** to property insured away from the site of any contract, unless it is being kept within a securely locked building or compound within the policy territories.

SECTION 5

Hired in Plant

Contents of this section	
What is covered	30
What is not covered	31

✓ 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 **Policy territories**.

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 €25,000 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.

x 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	32
What is not covered	34

✓ 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 **Policy territories**.

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 **Policy territories** 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 **Policy territories**). The maximum **we** will pay in respect of the contents of any one show house is €10,000.

x 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@fspoi.ie

Email: www.info@fspoi.ie

Web: www.fspoi.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.

Notes



We're here to help.

If **you** have any questions contact **your** Broker
or **your** local AXA Branch

For help with claims, ring us on

0818 7 365 24