

# Contractors' All Risks Insurance Annual Contract

Policy Document





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Please read this Policy and Schedule carefully.  
If they do not meet your needs please return them to us or your broker or agent.  
This is a legal document and should be kept in a safe place

## The Contractors of Insurance

### **Annual Contractors' All Risks Insurance Policy**

Zurich Insurance plc (The Insurer) having accepted the first or any renewal premium for this Policy agrees subject to the terms and conditions herein to indemnify the Insured named in the Schedule, if any of the within mentioned contingencies occurs during the period of insurance stated in the Schedule or during any subsequent period for which the Insurer shall have accepted the premium required for renewal of the Policy.

Compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy.

The proposal and declaration signed by the Insured and particulars in writing submitted by or on behalf of the Insured or the Insurer shall be the basis of the contract and be held to be incorporated herein.

For and on behalf of Zurich Insurance plc ('Zurich')

A handwritten signature in black ink, appearing to read 'Ken Norgrove', with a stylized flourish extending to the right.

**Ken Norgrove**

Chief Executive Officer Ireland

For your own protection you are recommended to read your Policy and all its Conditions to ensure that it is in accordance with your intentions.

**The Sections below are applicable only if stated in the Schedule.**

## Contract Works – Section 1

The insurance by this Section is in respect of loss of or damage to the Contract Works occurring:

- (a) Whilst on the Contract Site until the issue of a Certificate of Completion or until taken over by the Principal and for fourteen days thereafter where the Insured is required to insure under the terms of the Contract
- (b) Whilst in transit (other than by sea or air) to or from the Contract Site within the Territorial Limits specified herein
- (c) During the period of maintenance or defects liability not exceeding twelve months
  - (i) arising from a cause occurring prior to the commencement of such period or
  - (ii) occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the maintenance or defects liability clause in the Contract

Provided that the Insured shall demonstrate that any loss or damage which is first revealed during the period of maintenance or defects liability is the responsibility of the Contractor under the terms of the Contract.

## Owned Plant – Section 2

the insurance by this Section is in respect of loss of or damage to Owned Plant whilst at the situation of the contract or whilst in transit (other than by sea or air) within the territorial limits specified herein.

## Temporary Buildings and Contents – Section 3

The insurance by this Section is in respect of loss of or damage to Temporary Buildings and Contents (other than property described in Sections 2, 4, 5 and 6) owned by the Insured or for which he is responsible and whilst at the situation of the contract or whilst in transit (other than by sea or air) within the territorial limits specified herein.

## Employees Personal Tools and Effects – Section 4

The insurance by this Section is in respect of loss of or damage to Employees Personal Tools and Effects whilst on the Contract Site.

## Hired-in Plant – Section 5

The insurance by this Section is in respect of the Insured's legal liability under the terms of his hiring agreement or otherwise to pay compensation for loss of or damage to Hired-in Plant whilst in the Insured's custody or under his control within the territorial limits specified herein and whilst in transit (other than by sea or air) between such situations of contract.

## Miscellaneous – Section 6

The insurance by this Section extends to include the miscellaneous item(s) specified in the Schedule.

## Definitions

### **Contract Works**

The permanent and temporary works executed in performance of the Contract and materials for use in connection therewith.

### **Owned Plant**

Contractors' plant the property of the Insured comprising all types of contractors' constructional plant, scaffolding, tools and constructional equipment.

### **Temporary Buildings and Contents**

Temporary buildings including fixtures and fittings and contents therein for use in connection with the Contract (but excluding property described in Sections 2, 4, 5 and 6).

### **Employees Personal Tools and Effects**

Personal tools and effects the property of the Insured's employees other than motor vehicles, precious metals, precious stones or articles made therefrom, or money.

### **Hired-in Plant**

Contractors' plant hired-in by the Insured but not on hire purchase or free loan to the Insured comprising all types of contractors' constructional plant or equipment.

### **Territorial Limits**

For the purposes of this Insurance the Territorial Limits are defined as:

Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands or the Isle of Man.

## Limit of Liability

The amount of liability under this Policy shall not exceed in addition to the amounts stated in the Extensions

### **Under Section 1**

The Sum Insured stated in the Schedule

Where the Sum Insured is reduced by payment made hereunder the Sum Insured shall be reinstated provided the Insured shall pay such additional premium as may be required by the Insurer which additional premium shall be disregarded for the purpose of any adjustment of premium under this Policy

### **Under Sections 2, 3 and 6**

- (i) In respect of any one item of property insured the market value of the item at the time of the loss or damage
- (ii) The Sum Insured stated in the Schedule

**Under Section 4**

- (i) In respect of any one item of property insured the market value of the item at the time of the loss or damage
- (ii) In respect of any one employee the sum of €650
- (iii) The Sum Insured stated in the Schedule

**Under Section 5**

- (i) In respect of any one item of property insured the market value of the item at the time of the loss or damage
- (ii) the maximum sum insured any one item as stated in the Schedule

## Extensions – Applicable to Section 1

the insurance by Section 1 of this Policy is extended to cover:

**1. Principals Clause**

This insurance extends to indemnify any employer or principal of the Insured but only to the extent required by the contract between the Insured and the said employer or principal.

Provided that the employer or principal shall observe and be subject to the terms, exceptions and conditions of this Policy.

**2. Debris Removal**

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

- (a) Removing debris
- (b) Dismantling and/or demolishing
- (c) Shoring up, propping and fencing off
- (d) Repairing or cleaning drains, sewers, service mains and the like and/or dewatering of any property insured by Section 1 damaged by any cause not excluded by this Policy

Provided that the amount payable under this extension and the Policy shall in no case exceed the maximum sum insured in respect of any one location as specified in the schedule.

**3. Professional Fees**

The cost of architects, surveyors, consulting engineers and other professional fees necessarily and reasonably incurred in the reinstatement of the property insured following loss of or damage to the Contract Works for which the Insured is indemnified by Section 1 not being fees for preparing any claim.

Provided that the amount payable shall not exceed those authorised by the appropriate professional body.

It is further noted that the amount payable under this extension and the Policy shall in no case exceed the maximum sum insured in respect of any one location as specified in the Schedule.

**4. Plans**

The cost of rewriting or redrawing documents, drawings and business books but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein.

Provided that the amount payable shall not exceed ten per cent of the Contract Price or -25,500, whichever is the lesser.

### **5. Speculative Building**

Property being built or erected by the Insured other than under Contract. In respect of such property cover shall cease to apply from:

(a) The date such property is sold or let

or

(b) Three months after the date of completion of the work of building or erecting such property

Completion shall mean completion apart from a prospective purchasers or tenants choice of decorations and/or final fitments.

Nothing in this extension shall be deemed to extend cover beyond the date of expiration or non renewal of the Policy

## Conditions

### **1. Stoppage of Work**

In the event of stoppage of work by the Insured on the Contract Site from any cause for a period of three consecutive weeks cover shall be suspended unless its continuance be agreed in writing by the Insurer.

In the event of such total or partial cessation of work the Insured shall use due diligence and do all things reasonably practicable to protect the property insured.

### **2. Series Defects**

If the development or discovery of a defect in any part of the property insured by Section 1 shall indicate or suggest that similar defects exist in other parts of the said property the Insured shall forthwith investigate and if necessary rectify the defects in such other parts at his own expense or alternatively bear all losses arising out of the said defects.

### **3. Observance of Policy Terms**

observance of the terms, limitations and conditions of the Policy shall as far as the nature of them respectively will permit be precedent to any liability of the Insurer

### **4. Misrepresentation Non-Disclosure**

This Policy shall be avoidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

### **5. Alteration of Working Conditions**

If any material change in the insured risk takes place during the Period of Insurance or if any defects or conditions of working are discovered which render the risk more than usually hazardous the Insured shall forthwith notify the Insurer and take such actions as circumstances may require.

### **6. Access and Reasonable Precautions**

The Insured shall afford reasonable facilities for representatives of the Insurer to examine any property insured under this Policy. The Insured shall also take and cause to be taken all reasonable precautions to prevent accidents and to safeguard the property insured against loss or damage and to ensure that all statutory and other regulations relating to the property and/or plant insured are observed.



## **7. Cancellation Rights**

The Insurer shall not be bound to invite or accept renewal of this Policy and may by seven days notice in writing to the Insured by recorded delivery cancel this Policy at any time. The Insured shall then be entitled to a rebate of premium for the unexpired Period of Insurance.

## **8. Declaration Adjustment**

The Insured shall provide an annual declaration to the Insurer of the value of the work carried out as insured hereby on the expiry of each period of insurance. The premium stated in the Schedule is a deposit and if the declaration:

- (a) is less than the Estimated value of the work carried out as insured hereby for the relative period of insurance the Insurer will allow a pro rata return of premium paid on the said Estimate but not exceeding 25% of such premium.
- (b) is greater than the Estimated value of the work carried out as insured hereby for the relative period of insurance the Insured shall pay a pro rata addition to the premium paid on the said Estimate.

## **9. Identification**

This Policy Schedule and any Memoranda or Endorsements shall be read together as one contract and any word expression to which a specific meaning has been attached in any part of this Policy Schedule Memoranda or Endorsements shall bear such meaning wherever it may appear.

## **10. Non Renewal**

In the event of non renewal of the insurance by the Insurer or the Insured and provided cover is requested by the Insured prior to renewal date it is agreed that cover shall continue in respect of Contracts or Works commenced prior to the expiry date. In respect of such contracts or works the Insured undertake to declare the particulars called for in the schedule and the premium shall be adjusted at terms to be agreed.

Warranted no contract to exceed one year plus twelve months maintenance.

## **11. Stamp Duty**

Stamp duty has been or will be paid in accordance with the provisions of Section 19 of the Finance Act 1950 as amended.

## **12. Instalment Premium Defaults**

Where the Insured has agreed under a separate credit agreement to pay the premium by instalments any default in payment on the due date will automatically terminate the Policy cover immediately from the date of such default.

## **13. Currency**

it is understood and agreed that the currency of all premiums sums insured indemnities and excesses shown in the Schedule of this Policy or any renewal notice or endorsement relating thereto shall be deemed to be Euro.

## **14. Insurance Act 1936**

All moneys which become or may become due and payable by the Insurer under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in Ireland.

## Claims Conditions

### **1. Other Insurance**

The Insurer shall not be liable for any loss, damage or liability which at the time of the happening of such loss, damage or liability is insured by or would but for the existence of this Policy be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under the policy or policies had this insurance not been effected.

### **2. Claims Procedure**

in the event of any occurrence which may give rise to a claim under this Policy the Insured shall:

- (a) Notify the Insurer immediately.
- (b) Give notice thereof to the Insurer in writing as soon as possible and at his own expense as soon as practicable supply full particulars in the form required by the Insurers.
- (c) Give to the Insurers all information and assistance to enable the Insurers to settle or resist any claim or institute proceedings.

The Insured shall take all practical steps, including in the case of goods lost or stolen, or of wilful damage thereto, to give immediate notice to the police for the purpose of recovering any property lost and in the case of theft or wilful damage to discover the guilty person or persons and to have him, her or them prosecuted at the expense of the Insurers.

The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the written consent of the Insurers.

The Insured shall not in any case be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not.

The Insured, shall, if required by the Insurers produce or give access to any property alleged to be damaged and the Insured shall also give to the Insurers all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith, if the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

### **3. Options for Claims Settlement**

The Insurer may at its option, repair, reinstate or replace any property lost or damaged or pay the amount of the loss or damage in money. The Insurer shall not be responsible for temporary repairs carried out without the consent of the Insurer (unless such temporary repairs are made in accordance with an Expediting Expenses clause) and any consequences thereof nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair. Where loss or damage is confined to a part of a machine or structure the Insurer shall be liable for only the value of that part plus the cost of any necessary dismantling and erection for which the Insured is responsible. The Insured shall not be entitled to abandon any property to the Insurer whether taken into possession by the Insurer or not.

### **4. Fraudulent Claims**

If any claim be made by or on behalf of the Insured which shall be in any respect unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement be made in support thereof then no claim shall be recoverable hereunder.

### **5. Arbitration Rights**

If any differences shall arise under this Policy such differences shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within twelve calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

## **Exclusions – Section 1**

The Insurer shall not be liable under Section 1 of this Policy in respect of:

### **1. Existing Structures**

Loss of or damage to any property forming or which has formed part of an existing structure prior to the commencement of the Contract (or Speculative Building as provided for by extension 5).

### **2. Relief Under Contract**

Loss or damage for which the Insured is relieved of responsibility by the conditions of the Contract.

### **3. Non-Ferrous Metals**

Theft of unfixed non-ferrous metals of any description unless at the time of the theft either:

- (a) An authorised employee or agent of the Insured is actually on site
- or
- (b) Such property is contained in a securely locked hut or building.

## **General Exclusions**

The Insurer shall not be liable under this Policy in respect of:

### **1. Excess**

The amount stated in the Schedule as the Excess in respect of the cost of each and every occurrence for which the Insured is indemnified by this Policy.

### **2. Inventory Losses**

Loss of the property insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the property insured due to its being stolen or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been the subject of notification under the terms of the Claims Procedure Condition including reporting the matter to the Garda Síochána.

### **3. Motor Vehicles**

Loss of or damage to any mechanically propelled vehicle other than any such vehicle not more specifically insured and which is:

- (a) Not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation
- or
- (b) Designed or adapted primarily for use as a tool of trade.

#### **4. Multiple Lifts**

Loss or damage arising out of any raising or lowering operations in which a single load is shared between items of lifting and handling plant unless agreed by the Insurers.

#### **5. Craft Risks**

Loss of and/or damage to any Locomotive, Aircraft, Water-Borne Vessel or Craft.

#### **6. Wear & Tear, Breakdown, Defective Workmanship and Design**

Loss and/or damage due to wear and tear, rust, mildew, gradual deterioration, mechanical or electrical breakdown or derangement or to defective workmanship, material or design.

(This exclusion shall be limited to the machine, structure or work immediately affected, and shall not extend to other work or property lost or damaged in consequence of the wear, deterioration, breakdown, derangement or defect).

In any insured contract where the design of the contract works and/or ancillary items is the responsibility of the contractor and/or Principal the indemnity granted by this policy shall not apply to or include loss and/or damage due to defective design.

#### **7. Wilful Act**

Loss or damage caused by the wilful act or wilful neglect of the Insured.

#### **8. Water Table Level**

Loss or damage contributable solely to a change in the water table level.

#### **9. Pollution**

Loss or damage caused by pollution or contamination other than loss of or damage to the property insured caused by pollution or contamination.

#### **10. Consequential Loss/Penalties**

- (a) Normal upkeep, normal making good, consequential loss or any loss of use.
- (b) Penalties under contract for delay or non-completion.

#### **11. Sonic Waves**

Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### **12. Nuclear Risks**

Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

#### **13. War and Terrorism Exclusion Endorsement**

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;

or

- (2) any act of terrorism.  
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s), or government(s) committed for political or other purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

#### **14. Plant Hired Out**

Loss and/or damage to plant hired out.

#### **15. Money**

Deeds, bonds, bills of exchange, promissory notes, cash, postal orders, bank notes, cheques, luncheon vouchers, securities for money, negotiable instruments, credit cards, stamps, precious metals or jewellery.

#### **16. Hazardous Works**

Any Contract that involves:

- (a) work in on or about water
- (b) bridges
- (c) tunnels
- (d) foundation work to a depth in excess of five metres
- (e) work at airports
- (f) blasting

#### **17. Abandonment**

Loss due to the abandonment of the property insured.

#### **18. Completed Property**

Loss of or damage to any part of the property insured after such property has been completed pending sale or leasing other than any completed private dwelling-house for a period of six months from the date of its completion or until sold whichever is the earlier.

#### **19. Unattended Vehicles**

Loss and/or damage to any of the property described in the Schedule whilst left in unattended vehicles and/or trailers.

## 20. Inception

Loss and/or damage arising from a cause which originated prior to inception of cover.

## 21. Date Recognition Exclusion

**Loss, Damage, Consequential Loss or Legal Liability** of whatsoever nature directly or indirectly caused by or consisting of or contributed to by or arising from the total or partial failure of any computer or other equipment or system for processing, storing, retrieving or otherwise dealing with data or electronic equipment (including embedded chips) whether the property of the Insured or not, and whether occurring before during or after the year 2000, to do all or any of the following:

- (1) to correctly recognise any date as its true calendar date
- (2) to capture save or retain, and/or 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
- (3) 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 or the inability to capture save retain or correctly process such data on or after any date.

Additional Clauses – Applicable only if stated in Schedule and subject to satisfactory underwriting information

### 1. Showhouses

The insurance by Section 1 of this Policy is extended to cover loss of or damage to:

	Sum Insured
(a) Showhouses	€130,000 any one showhouse
(b) Showhouse Contents (excluding televisions, radios, video recorders, home entertainment systems, computers, antiques, art, and the like and personal effects.)	€18,000 any one showhouse

### 2. Excess 72 Hour Clause

In respect of General Exclusion 1 – Excess – it is agreed that any loss of or damage to the property insured arising on any Contract Site during any one period of 72 consecutive hours caused by earthquake, storm, tempest or flood shall be deemed to be a single event and therefore to constitute one occurrence. For the purpose of the foregoing the commencement of any such period shall be decided by the Insured, it being understood and agreed that there shall be no overlapping of any two or more such periods.

### 3. Local Authorities Clause

Following damage to property insured for which the Insured is indemnified by Section 1 of this Policy the Insurer will pay the additional cost of reinstatement of the destroyed or damaged property thereby insured as may be incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any Act of the Oireachtas or with Bye-Laws of any Municipal or Local Authority provided that:

1. The amount recoverable under this clause shall not include:
  - (a) The cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
    - (i) in respect of destruction or damage occurring prior to the granting of this clause,
    - (ii) in respect of destruction or damage not insured by the Policy,
    - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage,
    - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged.
  - (b) The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
  - (c) The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.
2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this clause not being thereby increased.
3. If the liability of the Insurers under any item of the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the Liability of the Insurers under this clause in respect of any such item shall be reduced in like proportion.
4. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
5. All the conditions of the Policy except insofar as they maybe hereby expressly varied shall apply as if they had been incorporated herein.

#### **4. Additional Costs of Construction/Reconstruction**

The insurance by Section 1 of this Policy is extended to cover in the event of delay in completion of the Contract or part of the Contract solely due to loss of or damage to the permanent works for which the Insured is indemnified by this Policy.

- (a) The amount by which the cost of reconstruction of those parts of the permanent works lost or damaged shall exceed the cost of construction had no such loss or damage occurred.
- (b) The amount by which the cost of construction of those parts of the permanent works not suffering such loss or damage and being unbuilt or incomplete at the time of the loss or damage shall exceed the cost of construction had no such loss or damage occurred.

Provided that the amount payable by the Insurer in respect of any one occurrence shall not exceed the amount equivalent to 10% of:

- (a) The original cost of construction
- or
- (b) The Limit of Liability in respect of Section 1

whichever is lower.

The Insurer shall not be liable in respect of:

- (a) Any costs incurred solely to expedite the completion of the permanent works or to have the permanent works completed at an earlier date than would have been obtained had no such loss or damage occurred
- (b) Any increased costs incurred in redesigning the permanent works or any increased costs as a result of such redesigning
- (c) Additional costs of reconstruction resulting from delay due to the inability of the Insured to provide funds sufficient for the repair or replacement of the property lost or damaged
- (d) Additional insurance premiums.

#### **5. Offsite Storage**

Loss or damage as herein provided to the property insured, whilst in store at any situation in the Republic of Ireland other than the Contract Site but not where the value of the property insured in store exceeds €13,000 unless the prior consent of the Insurer has been obtained.

Provided that the Insured is responsible for such loss or damage under the terms of the Contract.

#### **6. Free-Issue Materials**

Free-issue materials supplied by the Principal or his agents and for which the Insured is responsible under the terms of the Contract.

Provided that the total value of all such free-issue materials is included in any declaration made to Insurers.

#### **7. Expediting Expenses**

In respect of loss or damage giving rise to a claim under Section 1, the insurance extends to reimburse to the Insured special costs reasonably incurred by them to avoid delay in completion of the Contract, by way of overtime, rates of wages and the cost of special delivery, provided that the liability of the Insurer in respect of such expediting expenses shall not exceed 25 per cent of the finally agreed value of any claim, before the deduction of the appropriate Excess.

#### **8. Transit – Storage En Route**

Loss of or damage to the Property described in the Schedule whilst in transit to or from any Contract site to which this Policy applies including loading unloading and any storage en route anywhere within the territorial limits specified herein other than:

- (a) by sea or air
- (b) any mechanically propelled vehicle under its own power
- (c) employees' tools and personal effects.



### **9. Hire Charges Liability**

In the event of loss of or damage to an item of property described under Section 5 (liability for which has been admitted or would have been admitted but for the application of the Insured's Retained Liability) payment of hire charges for which the Insured is responsible in respect of the lost or damaged item of property during the period in which such property cannot be used as a result of the loss or damage.

Provided that

- (i) no liability shall attach to the Insurer under this Extension if at the time of the happening of the loss or damage the Insured is party to a contract other than a contract incorporating the current General Conditions of Hire as approved by the Irish Contractors' Plant Association and the Civil Engineering Contractors' Association for the hire of the lost or damaged item of property.
- (ii) the Insurer shall not be liable for the hire charges accruing during the 48 hours immediately following the occurrence of the loss or damage.
- (iii) the maximum amount payable shall not exceed €6,350 or six months whichever is the lesser.

### **10. Escalator**

It is agreed that if the total value of the Contract Works under Section 1 exceeds the sum insured stated in the Schedule, the sum insured is automatically increased but such increase shall not exceed 25% of the sum insured for Section 1.

## Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service. If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If you deal with us directly, you should contact the Customer Services Co-ordinator, Zurich, Zurich House, Ballsbridge Park, Dublin 4. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

- (i) Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.  
Lo-Call: 1890 88 20 90
- (ii) Central Bank of Ireland, PO Box 559, Dame Street, Dublin 2. Lo-Call: 1890 77 77 77
- (iii) Irish Insurance Federation, 39 Molesworth Street, Dublin 2. Telephone: (01) 676 1914

Your right to take legal action is not affected by following any of the above procedures.

## Data Protection

Zurich will hold your details in accordance with our Data Protection and Privacy Policy together with all applicable data protection laws and principles.

Information you supply may be used by us for the purposes of administering your policy (including underwriting, processing, claims handling and fraud prevention) within the Zurich Financial Services Group and our partners inside and outside the European Economic Area.

We may share with our agents and service providers, members of the Zurich Financial Services Group, other insurers and their agents, and with any intermediary acting for you, and with recognised trade, governing and regulatory bodies (of which we are a member or by which we are governed) information we hold about you and your claims history. This includes the Insurance-Link database and the Irish Insurance Federation's anti-fraud claims matching database. We may also in certain circumstances use private investigators to investigate a claim.

We may also need to collect sensitive personal data (for example, information relating to your physical or mental health or the commission or alleged commission of an offence) to assess the terms of insurance we issue/arrange or to administer claims which arise.

Unless you have advised us otherwise, we may share information that you provide to companies within the Zurich Financial Services Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

Please email [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie) or write to us at below address if you do not wish your information to be utilised for these purposes.

You have a right of access to and a right to rectify data concerning you under the Data Protection Acts 1988 and 2003. Should you wish to exercise this right, please write to the Data Protection Officer, Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. To access your data, a fee of €6.35 is chargeable under the terms of the Data Protection Acts and cheque should be made payable to Zurich.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).

Please note that a copy of our full Data Protection and Privacy Policy can be viewed on our website [www.zurich.ie](http://www.zurich.ie) or requested by writing to our Data Protection Officer at Zurich, Zurich House, Ballsbridge Park, FREEPOST, Dublin 4. Alternatively you can email [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)



**Zurich Insurance plc**  
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