

# Construction Liability Insurance

Policy Document





## **Contents of the Policy**

	Page
The Contract of Insurance	4
General Definitions	5
Employers Liability Section	6
Public Liability Section	8
Products Liability Section	11
Additional Clauses	12
General Exceptions	14
General Extensions	16
General Conditions	18
Claims Conditions	20
Complaints Procedure	21
Data Protection	22
Customer Information	22

## The Contract of Insurance

### **Construction Liability Policy**

Zurich Insurance plc (the Insurer) having accepted the 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

The proposal and declaration signed by the **Insured** and / or particulars in writing submitted in substitution thereof 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', written over a faint, illegible stamp or background.

**Ken Norgrove**

Chief Executive Officer

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.

## General Definitions

The words defined below are applicable to all sections of the Policy

### **The Business**

The term **Business** shall mean the Business or Profession stated in the Schedule and none other for the purpose of this insurance except as specified below

The **Business** shall also include

- (a) the ownership use repair decoration and the maintenance of property and premises owned or occupied by the **Insured** in connection with the **Business** as described in the Schedule of the Policy
- (b) the provision and management of canteen social sports welfare and safety organisations for the benefit of **Employees** of the **Insured**
- (c) first aid, medical, fire, security and ambulance services run by or on behalf of the **Insured**
- (d) private manual work carried out by **Employees** for any director, partner or senior official of the **Insured** including duties as a chauffeur provided always that such director, partner or senior official is not entitled to indemnity under any other Policy
- (e) participation in exhibitions
- (f) the repair or maintenance of vehicles or plant owned or used by the **Insured**

### **Employee**

The term **Employee** shall mean

- (a) any person under a contract of service or apprenticeship with the **Insured**
- (b) any labour master or labour only subcontractor or persons supplied by any of them
- (c) any self employed person
- (d) any person under any Government or otherwise authorised work experience training study exchange or similar scheme
- (e) any person hired or borrowed by the **Insured**
- (f) any voluntary worker or helper

working for the **Insured** in connection with the **Business**

### **Insured**

The term **Insured** shall at the request of the **Insured** (named in the Schedule) be deemed to include

- (a) any director partner executive or **Employee** of the **Insured** in respect of private manual work undertaken by the **Insured's Employees** for such director partner or executive provided such work is undertaken with the prior consent of the **Insured** and is not undertaken in connection with any trade or business

- (b) any officer member or committee of the **Insured's**
  - (i) canteen social sports welfare and safety organisations
  - (ii) fire, security and ambulance services
  - (iii) first aid and medical services (other than a qualified medical practitioner) in their respective capacities as such
- (c) any director partner or executive of the **Insured** or any Employee of the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity under this Policy if the claim had been made against him/her

### **Injury**

The term **Injury** shall mean death bodily injury nervous shock mental anguish disease or illness

### **Products**

The term **Products** shall mean any commodities or goods whether as a unit or part thereof or a thing in whole or in part (including packaging containers and labels) sold supplied manufactured hired out constructed erected installed treated repaired serviced processed stored handled transported or disposed of by or on behalf of the **Insured**

### **Contract Works**

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

## Employers Liability Section

### **Indemnity Provided**

The Insurer will indemnify the **Insured** in respect of all sums the **Insured** shall become legally liable to pay in respect of any claim for damages by an **Employee** for **Injury** caused during the Period of Insurance within the Territorial Limits and arising out of and in the course of his/her employment by the **Insured** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this section of the Policy to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of the Policy

The Limit of Liability shall be inclusive of

- (i) all legal costs and other expenses incurred by any claimant or claimants
- (ii) all legal costs and other expenses incurred in defending any claim or claims
- (iii) reasonable solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

### **The Territorial Limits**

Anywhere within the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man or whilst temporarily elsewhere in respect of **Employees** under a contract of service or apprenticeship with the **Insured** provided that the contract of service or apprenticeship was entered into in the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man and the action for damages is brought against the **Insured** in a Court of Law in the Republic of Ireland or any member country of the European Union

### **Exceptions to Employers Liability Section**

#### **1. Offshore Installations**

This section of the Policy does not indemnify the **Insured** in respect of any claim(s) for damages for **Injury** caused during any Period of Insurance and sustained by any **Employee**

- (a) on any offshore installation or support or accommodation vessel for any offshore installation
- or
- (b) in transit to or from or between any offshore installation or support or accommodation vessel for any offshore installation

#### **2. Road Traffic Act Liability**

This section of the Policy shall not apply to liability for which compulsory insurance or security is required by any road traffic legislation.

### **Extensions to Employers Liability Section**

#### **1. Indemnity to Principal**

Where any contract or agreement entered into by the **Insured** with any Public Authority Company Firm or Person (hereinafter called "the Principal") so requires the Insurer will

- 1. indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement
- or
- 2. indemnify the Principal in like manner to the **Insured** in respect of the Principal's liability arising from the performance of such contract or agreement

but only so far as concerns liability as described in this section of the Policy to an **Employee** of the **Insured**

Provided always that

- (i) the Insurer shall not be liable in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (ii) the conduct and control of all claims is vested in the Insurer
- (iii) the Principal shall as though they were the **Insured** observe fulfil and be subject to the terms and conditions of this section of the Policy in so far as they can apply

## 2. Unsatisfied Court Judgements

The Insurer will at the request of the **Insured** as specified in the Schedule pay to any **Employee** (or in the event of the death of such person his personal representative) the amount of damages (other than liquidated damages) and costs awarded to such person in any judgement obtained within a court within the Republic of Ireland against any company (other than the **Insured**) registered therein or domiciled in the Republic of Ireland to the extent that such amount remains unsatisfied in whole or in part more than six months after the date of judgement.

Provided that

- (a) the judgement is in respect of **Injury** arising out of and in the course of such persons employment by the **Insured**
- (b) there is no appeal outstanding
- (c) if any payment is made by virtue of this cover the person to whom such payment is made shall assign the judgement to the Insurer

## Public Liability Section

### Indemnity Provided

The Insurer will indemnify the **Insured** in respect of their legal liability for accidental

- **Injury**
- loss of or damage to material property
- obstruction loss of amenities trespass nuisance or interference with pedestrian road rail air or waterborne traffic or with any right of way light air or water

occurring during the currency of this section of the Policy within the **Territorial Limits** in connection with the **Business**

The liability of the Insurer for all compensation payable by the **Insured** under this section of the Policy to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of the Policy.

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

### The Territorial Limits

Anywhere within the limits of any member country of the European Union and elsewhere in the world in respect of non manual work carried out during temporary visits in connection with the **Business** by directors and **Employees** normally resident in and travelling from the Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man



## Exceptions to Public Liability Section

### 1. Road Traffic Act Liability

The indemnity granted by this section of the Policy shall not apply to or include liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of any trailer or mechanically propelled vehicle or mobile plant for which compulsory motor insurance or security is required or which is more specifically insured

Provided always that this exception shall not apply in respect of

- (i) liability arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- (ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade
- (iii) the unauthorised movement on the **Insured's** premises or contract site of any mechanically propelled vehicle or mobile plant
- (iv) damage to any bridge weighbridge road or to anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon

unless more specifically insured or unless compulsory motor insurance or security is required

### 2. Vessels & Craft

The indemnity granted by this section of the Policy shall not apply to or include liability arising directly or indirectly from the ownership or possession or use by or on behalf of the **Insured** of craft designed to travel through air or space hovercraft or watercraft other than non-mechanically powered craft used on inland waterways

### 3. Products Liability

The indemnity granted by this section of the Policy shall not apply to or include liability arising directly or indirectly from **Products** after they have ceased to be in the custody or control of the **Insured** other than food or beverages supplied by the **Insured** in connection with the **Business** for consumption at any premises where the **Insured** is carrying on the **Business** within the **Territorial Limits**

### 4. Defective Workmanship

The indemnity granted by this section of the Policy shall not apply to or include loss of or damage to that part of any property upon which the **Insured** or any servant or agent of the **Insured** is or has been working where the loss or damage is the direct result of such work

### 5. Property in Insureds Custody

The indemnity granted by this section of the Policy shall not apply to or include loss of or damage to property belonging to the **Insured** or held in trust by or borrowed rented leased or hired for use by the **Insured** but this exception shall not apply to

- (a) the personal effects (including vehicles and their contents) of directors **Employees** and visitors for which the **Insured** is legally responsible
- (b) loss or damage to property not owned or rented by the **Insured** for which the **Insured** is legally responsible

## Extensions to Public Liability Section

### 1. Legal Costs

In addition to the indemnity provided by this section of the Policy the Insurer will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer

### 2. Additional Fees

In addition the Insurer will pay reasonable solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section of the Policy

### 3. Tenants Liability

Notwithstanding anything to the contrary contained in Exception 5 to this section of the Policy and subject otherwise to the terms limitations and conditions of this section of the Policy it is agreed that Exception 5 to this section of the Policy shall not apply in the event of accidental loss of or accidental damage to premises (or any fixtures and fittings or other contents therein) hired rented leased or lent to the **Insured**

Provided always that this extension shall not apply to liability in respect of such loss or damage if the liability is assumed by the **Insured** under a tenancy or other agreement and would not have attached in the absence of such agreement

### 4. Personal Liability

At the request of the **Insured** this Policy shall apply to the personal liability of any director or **Employee** of the **Insured** or any member of the family of such director or **Employee** whilst accompanying such director or **Employee** during temporary visits anywhere in the world in connection with the Business of the **Insured**

Provided always that

- (a) this extension shall not apply to liability more specifically insured under any other insurance
- (b) any person indemnified under this extension shall as though they were the **Insured** observe fulfil and be subject to the terms limitations and Conditions of this Policy
- (c) the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

### 5. Liability for Buildings Temporarily Occupied

Where buildings (other than buildings comprising the **Contract Works**) are temporarily occupied by the **Insured** for the purposes of carrying out work therein or thereon the Insurer will provide indemnity against legal liability in respect of accidental loss of or damage to such buildings or their contents occurring during the **Insured's** occupancy

Provided that such buildings are not owned leased hired or rented by the **Insured** or any subcontractor acting for or on behalf of the **Insured**

### 6. Motor Contingency

The Insurer will indemnify the **Insured** as specified in the Schedule in respect of their legal liability arising out of the use of any motor vehicle not belonging to or provided by them in connection with their Business but not in respect of loss of or damage to the such motor vehicle or property conveyed thereon or therein nor if there is any other existing insurance covering the same liability.

## **7. Indemnity to Principal**

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this section of the Policy being brought or made against any Public or Local Authority or other Principal the Insurer will at the request of the **Insured** indemnify the said Public or Local Authority or other Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

## Products Liability Section

### **Indemnity Provided**

The Insurer will indemnify the **Insured** in respect of their legal liability for accidental

- **Injury**
- loss of or damage to material property

occurring within the **Territorial Limits** during the currency of this section of the Policy and caused by **Products**

The liability of the Insurer for all compensation payable by the **Insured** under this section of the Policy to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Liability specified in the Schedule of this section of the Policy

Where the Insurer agrees to indemnify more than one party then nothing in the Policy shall increase the liability of the Insurer to pay any amount in excess of the amount stated as the Limit of Liability

### **The Territorial Limits**

Anywhere in the world in respect of **Products** supplied in or from any member country of the European Union

Provided always that the action for damages is brought against the **Insured** in a Court of Law in any member country of the European Union

## **Exceptions to Products Liability Section**

### **1. Products Recall / Guarantee**

The indemnity granted by this section of the Policy shall not apply to or include liability arising from

- (a) replacing reinstating rectifying repairing or recalling any **Products**
- (b) guaranteeing the performance of any **Products**

## **2. Sale or Supply of Products**

The indemnity granted by this section of the Policy shall not apply to or include liability arising from any **Products** which at the time of the contract of sale or supply are knowingly

- (a) sold or supplied for use in any aircraft spacecraft hovercraft watercraft or mechanically propelled vehicle
- (b) exported to the United States of America or Canada

## **3. Custody or Control**

The indemnity granted by this section of the Policy shall not apply to or include liability arising from any **Products** in the custody or control of the **Insured**

## **Extensions to Products Liability Section**

### **1. Legal Costs**

In addition to the indemnity provided by this section of the Policy the Insurer will indemnify the **Insured** in respect of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the Insurer

### **2. Additional Fees**

In addition the Insurer will pay reasonable solicitors fees incurred with the consent of the Insurer for representation at any Coroner's Inquest or Fatal Enquiry in respect of any death or defending in any Court of Summary Jurisdiction any proceeding in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section of the Policy

### **3. Indemnity to Principal**

In the event of any claim in respect of which the **Insured** would be entitled to receive indemnity under this section of the Policy being brought or made against any Public or Local Authority or other Principal the Insurer will at the request of the **Insured** indemnify the said Public or Local Authority or other Principal against such claim and/or any costs charges and expenses in respect thereof

Provided always that the Insurer shall not be liable under this extension unless the Insurer has the sole conduct and control of all claims

## **Additional Clauses**

### **Applicable to Public Liability & Products Liability Sections**

#### **1. Use of Heat Clause**

It is a condition precedent to the liability of the Insurers under this Policy that the following precautions are complied with on each occasion of the use or application of heat (as defined below) by or behalf of the **Insured** taking place elsewhere than on the **Insured's** own premises

- a) Application of heat by means of electric oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers -
  - i) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or overlapping sheets or screens of non-combustible material

- ii) At least two adequate and appropriate portable fire extinguishers, in proper working order, must be kept in the immediate area of the work being undertaken and used immediately smoke or smouldering of flames are detected
- iii) A fire safety check of the working area must be made approximately 60 minutes after the completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered
- iv) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after use
- v) A person must be appointed by the **Insured** to act as an observer to watch for signs of smoke or smouldering or flames

Sub-paragraph v) does not apply to the application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers.

- b) Use of asphalt, bitumen, tar, pitch or lead heaters -
  - i) The heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

## 2. Underground Services Clause

It is a condition precedent to the liability of the Insurers under this Policy that prior to the commencement of digging, boring or excavation works the **Insured** has

- i) taken or caused to be taken all reasonable measures to identify the location of pipes, cables, fibre-optic cables, mains and other services located underground before any work is commenced which may involve a risk of damage thereto
- ii) retained a written record as may be required by the Insurers of the measures which were taken to locate such installations before such work has commenced
- iii) adopted or caused to be adopted a method of work which minimises the risk of damage to such installations.

## General Exceptions

### **Applicable to Public Liability & Products Liability Sections**

#### **1. Date Recognition**

The indemnity granted by these sections of the Policy does not cover 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 it's 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 it's true calendar date
- (3) to capture save or retain or correctly 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

#### **2. Contractual Liability**

The indemnity granted by these sections of the Policy shall not apply to or include liability which attaches by virtue of a contract or agreement and which would not have attached in the absence of such contract or agreement other than as provided under General Extension 7 – Contractual Liability

#### **3. Fines or Penalties**

The indemnity granted by these sections of the Policy shall not apply to or include all liability in respect of liquidated damages fines penalties aggravated exemplary or punitive damages

#### **4. Faulty Advice or Design**

The indemnity granted by these sections of the Policy shall not apply to or include liability arising directly or indirectly out of advice design or specification provided by the **Insured** for a fee or in circumstances where a fee would normally be charged

#### **5. Pollution / Contamination**

The indemnity granted by these sections of the Policy shall not apply to or include all liability in respect of Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place

The liability of the Insurer for all compensation payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Liability stated in the Schedule under either Section 2 or Section 3 of the Policy

Provided always that the total liability of the Insurer to pay compensation shall not exceed the Limit of Liability stated in the Schedule under either Section 2 or Section 3 of the Policy

For the purposes of this memorandum "Pollution or Contamination" shall be deemed to mean

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss or damage or bodily injury or disease or illness directly or indirectly caused by such Pollution or Contamination

#### **6. Injury to Employees**

The indemnity granted by these sections of the Policy shall not apply to or include liability for or arising from **Injury** sustained by or wrongful arrest detention imprisonment or eviction of any **Employee** whilst working for the **Insured** in connection with the **Business** where such death **Injury**, wrongful arrest detention imprisonment or eviction arises out of and in the course of the employment

#### **7. Cyber Risk**

The indemnity granted by these sections of the Policy shall not apply to or include liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with

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

### **Applicable to All Sections**

#### **1. Radioactive Contamination**

This Policy does not cover damage or consequential loss to any property whatsoever or any loss or expenses whatsoever resulting or arising therefrom or any Consequential Loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 2. War and Terrorism

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:

- (i) 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

- (ii) 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 (i) and/or (ii) 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**.

## 3. Asbestos

This Policy does not indemnify the insured in respect of any claim directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives.

## General Extensions

### 1. Legal Personal Representatives

In the event of the death of the **Insured** the indemnity provided by this Policy shall apply to any legal personal representative(s) of the **Insured** in respect of liability incurred by the **Insured**

### 2. Safety Health and Welfare at Work Legislation

The Policy subject to its terms and limitations extends to indemnify the **Insured** or any director or **Employee** of the **Insured** in respect of legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with the Insurer's consent to act for or on behalf of the **Insured** or any director or **Employee** in his defence against a criminal charge for a breach or an alleged breach of the Safety Health and Welfare at Work Legislation committed or alleged to have been committed during the Period of Insurance including costs of prosecution awarded against such director or **Employee** or the **Insured** arising from such proceedings

Provided always that

- (1) This extension shall apply only to proceedings brought in a Court of Law in Ireland
- (2) The Insurer will be under no liability
  - (a) where the **Insured** or any director or **Employee** is insured by any other Policy



- (b) where the criminal charge is in respect of any deliberate or intentional criminal act of the **Insured** or any director or **Employee**
  - (c) in respect of legal fees and expenses which the **Insured** or any director or **Employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of the director or **Employee**
  - (d) in respect of fines or penalties of any kind or the costs of appeal against improvement or prohibition notices
  - (e) for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined
- (3) The **Insured** or any director or **Employee** shall give to the Insurer immediate notice of any summons or other process served upon the **Insured** or any director or **Employee** and of any event that may give rise to proceedings against the **Insured** or any director or **Employee**

### 3. Multiple Insured Clause

If the **Insured** described in the Schedule comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this Multiple Insured Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the liability of the Insurer for all compensation payable by the insured parties collectively shall not exceed the Limit of Liability including any inner limits set by memorandum or endorsement specified in the Schedule of the Policy

It is understood and agreed that any payment or payments by the Insurer to any one or more such insured party shall reduce to the extent of that payment the Insurer's liability to all such parties arising from any one event giving rise to a claim under this Policy and (if applicable) in the aggregate

It is further understood that the **Insured** parties will at all times preserve and enforce the various contractual agreements entered into by the **Insured** parties and the contractual remedies of such parties in the event of loss or damage

It is further understood and agreed that the Insurer shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the insured parties in circumstances of fraud misrepresentation, non-disclosure or breach of any warranty or Condition of this Policy committed by that insured party each referred to in this clause as a Vitiating Act

It is however agreed that (save as provided in this Multiple Insured Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other party who has an insurable interest and who has not committed a Vitiating Act

The Insurer hereby agrees to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence or otherwise following a Vitiating Act in which circumstances the Company may enforce such rights notwithstanding the continuing or former status of the vitiating party as an **Insured**

### 4. Wrongful Arrest

The Insurer shall indemnify the **Insured** in respect of liability arising out of wrongful arrest detention imprisonment or eviction of any person by the **Insured** up to a maximum limit of liability of €10,000 any one incident and €50,000 in the aggregate in any Period of Insurance inclusive of all costs and expenses

## 5. Contractual Liability

General Exception 2 – Contractual Liability which is applicable to **Public & Products Liability Sections** is deleted

Provided always that this extension shall not apply

- (a) unless the sole conduct and control of claims is vested in the Insurer
- (b) to liability in respect of
  - (i) liquidated damages or under any fines or penalty clause
  - (ii) damage to Property which comprises the Contract Works in respect of any contract entered into by the **Insured** and occurring before the date of practical completion or on which a certificate of completion has been issued or after such date if liability attaches solely by reason of the contract
  - (iii) damage against which the **Insured** is required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contracts 1980 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions

For the avoidance of doubt and subject to the provisions of (a) and (b) above this extension is deemed to include liability assumed under the standard liability and insurance clauses

- (a) 21(a), 21(c) and 23(b) of the form of agreement known as the Royal Institute of the Architects of Ireland Contract Conditions 1996
- (b) 21(a) and 21(b) of the form of agreement known as the Royal Institute of the Architects of Ireland Contract Conditions 2002
- (c) 21(a), 21(c) and 23(b) of the form of agreement known as the Government Department and Local Authority Contract Conditions 1982
- (d) 22 and 23 of the form of agreement known as the Institution of Engineers of Ireland Conditions of Contract (third edition 1980 as revised and reprinted October 1990)
- (e) 19.1, 19.3 and 19.4 of the form of agreement known as the FIDIC (International Federation of Consulting Engineers) First Edition 1999

## General Conditions

### 1. Interpretation

The Schedule and any endorsements attaching thereto and the Sections form part of this Policy and the expression “this Policy” wherever used in this Contract shall be read as including the said Schedule Endorsements and Sections

Any word or expression to which a specific meaning has been attached in any part of any Section shall bear such meaning wherever it may appear in such Section

### 2. Misrepresentation

This Policy at the option of the Insurer shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact

### 3. Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means are used by the **Insured** or anyone acting on the **Insured's** behalf to obtain benefit under this Policy all benefit shall be forfeited but this Condition shall not apply in respect of the cover provided under General Extension 5 – Multiple Insured Clause.

### 4. Alteration

If a change of circumstance after the commencement of the insurance directly or indirectly increases the risk of damage or injury this Policy will be voidable unless the Insurer has agreed in writing to accept such alteration.

### 5. Other Insurances

If at the time of any claim arising under this Policy there shall be any other insurances covering the **Insured's** liability the Insurer shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith

### 6. Premium Adjustment

If any part of the premium is calculated on estimates furnished by the **Insured** the **Insured** shall

- (a) keep an accurate record containing all particulars relating to such estimates
- (b) if requested allow the Insurer to inspect such record
- (c) within thirty days of the expiry of each Period of Insurance supply the Insurer with a correct declaration of such particulars and information as the **Insurer** may require in respect of the preceding Period of Insurance duly certified by the Insured's external auditor or accountant. If the amount so paid shall differ from the amount on which premium has been paid the difference in the premium shall be met by a further proportionate payment to the Insurer or by a refund by the Insurer as the case may be subject to the retention by the Insurer of any minimum premium as stated in the Policy or endorsed thereon

### 7. Reasonable Care

The **Insured** shall

- (a) exercise reasonable care that only competent **Employees** are employed
- (b) take all reasonable precautions for the safety of the property insured under the Policy
- (c) take all reasonable steps
  - (i) to prevent accidents
  - (ii) to comply with all statutory or other obligations and regulations imposed by any competent authority
- (d) maintain the premises works machinery plant and ways in sound condition
- (e) as soon as possible after the discovery of any defect or danger cause such defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

### 8. Cancellation

The Insurer may cancel this Policy or any Section thereof at any time by sending thirty days notice by registered post to the **Insured** at the **Insured's** last known address and in such event the **Insured** shall become entitled to a return of a proportionate part of the premium (provided the premium has been paid to the Insurer) corresponding to the unexpired Period of Insurance.

### **9. Arbitration**

If any difference shall arise under this Policy such difference 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 any award shall be a condition precedent to any right of action against the Insurer

Claims not referred to arbitration within 12 months from the date of disclaimer of liability shall be deemed to have been abandoned.

### **10. Insurance Act 1936**

All monies 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

### **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. 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

## Claims Conditions

### **1. The Insured Shall**

On the happening of any occurrence which could give rise to a claim the **Insured** shall

- (a) give immediate notice in writing to the Insurer
- (b) forward to the Insurer immediately on receipt any letter claim writ summons or process received in connection with the occurrence
- (c) give all necessary information and assistance to the Insurer to enable it to deal with settle or resist any claim as the Insurer may think fit Such information and assistance shall be given without any delay
- (d) so far as reasonably practicable ensure that no alteration or repair is made to any machinery appliance plant way or fitting after an accident has occurred until the Insurer has had an opportunity of carrying out an inspection

### **2. Discharge of Liability - Public Liability and Products Liability Sections**

The Insurer may at any time pay to the **Insured** in connection with any claim or series of claims the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment

### 3. Discharge of Liability - Employers Liability Section

The Insurer may at any time pay to the **Insured** in connection with any claim or series of claims the amount of the Limit of Liability (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claim or claims can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims

### 4. Control of Claims

- (a) The **Insured** shall not
- (i) except at their own cost take any steps to compromise or settle any claim or admit liability without specific instructions in writing from the Insurer
  - (ii) give any information or assistance to any person claiming against them without the consent of the Insurer
- (b) The Insurer
- (i) shall for so long as they desire take absolute conduct and control of all proceedings (including arbitrations) in respect of any claim for which the Insurer may be liable under the Policy
  - (ii) may before or after settlement of any claim use the name of the **Insured** to enforce for the benefit of the Insurer any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purposes connected with this Policy.

## 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)

## Customer Information

### **Law Applicable to this Contract**

The Insurer with which your contract is concluded is Zurich Insurance plc which is established in Ireland. Under the relevant European and Irish Legal Provisions, the parties to this contract of insurance are free to choose the law applicable to the contract. This contract is governed by Irish Law.



**Zurich Insurance plc**  
Zurich House, Ballsbridge Park, Dublin 4, Ireland.  
Telephone: 01 667 0666 Fax: 01 667 0644 Website: [www.Zurich.ie](http://www.Zurich.ie)  
Zurich Insurance plc is regulated by the Central Bank of Ireland.

