

# Contract Works Insurance Policy



# Contract Works Insurance Policy

This Policy, including the Schedule and any Endorsements, forms a Contract between You and Us.

In return for paying the premium We will insure You during the Period of Insurance in accordance with the terms and conditions of this Policy subject to all applicable Limits of Liability.

To establish what You are covered for please consult this Policy, any Endorsement and Your Schedule.

This Policy including the Schedule and any Endorsements should be read as if they are one document.

In this Policy:

1. any reference to the singular includes the plural and vice versa;
2. any reference to legislation includes any amendments, successor legislation and any equivalent legislation in any other jurisdiction;
3. headings are used for ease of reference only and do not affect the interpretation of this Policy.

## Identity of Insurer

This policy has been distributed by Fiducia Europe Cell of Jatco Insurance Brokers PCC Limited on behalf of the following Insurer:

W.R. Berkley Syndicate Management Limited (WRBSML) through Lloyds Europe – Authorised and Regulated by the Financial Conduct Authority, FRN 568355 . Registered Office ; 14<sup>th</sup> Floor, 52 Lime Street, London, EC3M 7AF, Lloyd's Insurance Company S.A. 5340. Bastion Tower – Floor 14, 5 Place du Champ de Mars / Marveldplein, 1050 Bruxelles / Brussels  
Law applicable to this contract

Unless agreed otherwise in writing, all disputes in connection with this Policy, including as to its formation and validity, will be subject to the exclusive jurisdiction of the Maltese courts.

Please read this Policy and any Schedule and Endorsement carefully. If they do not meet Your needs, please contact Fiducia Europe Cell of Jatco Insurance Brokers PCC Limited or Your broker or insurance intermediary as soon as possible.

For full Terms and Conditions with respect to insurance distribution services provided kindly refer to the Fiducia Europe Cell of Jatco Insurance Brokers PCC Ltd Client Terms of Business Agreement which is provided separately.

A handwritten signature in dark ink, appearing to read 'Gerry Sheehy', with a horizontal line drawn underneath it.

Gerry Sheehy, Cell Management Committee Member.

## Understanding Your Policy Documents

This Policy consists of

- a) the Schedule which sets out Your details and other Policy particulars such as the Period of Insurance, the Limit of Liability and certain amounts for which You may be responsible;
- b) the Definitions;
- c) the Insurance Sections which give precise details of the cover being provided;
- d) the Limit of Liability which explains how the monetary limits under the Policy apply;
- e) the Extensions which extend the cover provided by the Policy;
- f) the Exclusions, Conditions and Claims Conditions which set out terms that apply to the Policy;
- g) any Endorsement(s) which might apply to the Policy or individual Sections and which set out any cover amendments, extensions, limitations and such like.

Notice should be given to Us without delay via Your Broker of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required, after issue of the Policy, will be confirmed by separate Endorsement(s) which You should keep together with the Policy. You should refer to these Endorsement(s) and the Policy to ascertain precise details of cover currently in force. Your Broker will be able to provide any help or information that You might require.

Each Section of the Policy, the Schedule and any Endorsement(s) and the Definitions, Conditions, Exclusions and Claims Conditions shall be read as one document.

If word(s) within your Policy are capitalised and your policy includes this as a defined word, it shall have the meaning given in the Definitions section. If a capitalised word is not defined, it shall have the plain English meaning.

References in this Policy to any

- a) statute, statutory provision
- b) European Union Directive
- c) order, regulation, instrument, directive or code having the effect of and authorised by law

shall also apply to any amendment, substitution, replacement or consolidation of such laws or subordinate legislation.

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## Definitions

### **Business**

Your Business as described in the Schedule.

### **Broker**

Insurance Broker or Intermediary that arranged this insurance for You.

### **Commissioning**

Operational testing commencing either with the introduction to the permanent works of feedstock or other materials for processing or handling or when supply to a system commences. Commissioning does not include any process involving chemical action or reaction unless Our prior agreement has been obtained.

### **Computer Virus**

A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a Data Processing System, whether Your property or not, or network of whatsoever nature.

### **Computer System**

any of the following, owned or operated by the Insured or any other party:

computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

### **Cyber Act**

an unauthorised, malicious or criminal act or series of related unauthorised, malicious or 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 System.

### **Cyber Loss**

any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

### **Cyber Incident**

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b) 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 System.

### **Data**

information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

### **Contract**

The agreement under which the Contract Works are undertaken.

### **Contract Price**

The original awarded value of the Contract Works including the value of Free Issue Materials and all other costs associated with the completion of the Contract.

**Contract Site**

The site which is the subject of the Contract and upon which the Contract Works are undertaken.

**Contract Works**

The permanent and temporary works executed, within the Territorial Limits, in performance of the Contract (including materials for use in connection therewith) and limited, for the purposes of this insurance, to the work specified within the Description of Contracts in the Schedule.

**Contractor**

The party undertaking the Contract Works on behalf of the Employer.

**Contractors Plant and Equipment**

- a) mechanical, electrical or manually powered implements, materials containment, preparation or handling equipment but not tunnel boring machines or mining exploration or oil or gas well drilling rigs;
- b) scaffolding, staging ladders and similar equipment;
- c) site huts, cabins or similar temporary buildings and permanent fixtures and fittings included therein;

all being for temporary site usage.

**Damage**

Physical loss destruction or damage.

**Data Processing System**

Any computer or data processing equipment or data storage media (whether electronic or electromechanical) or microchip, or integrated circuit, or any similar device, or any computer software or computer firmware.

**Deferred Purchase**

An arrangement where You enter into an agreement which entitles You to defer payment for property for a period in excess of usual trade credit.

**Electronic Data**

Facts, concepts and information converted to a form useable for communications, interpretation or processing by any Data Processing System, or electronically controlled equipment, and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.

**Employee**

- (a) any person under a contract of service or apprenticeship with You;
- (b) any labour master or labour only subcontractor or persons supplied by any of them;
- (c) any person hired or borrowed by You working for You in connection with Your Business.

**Employees Tools**

Personal tools and effects the property of an Employee other than motor vehicles, precious metals, precious stones or articles made therefrom or money.

**Employer**

The party on whose behalf the Contract Works are undertaken.

**Excess**

The amount as specified in the Schedule which is to be borne by You and deducted, after the application of all relevant terms and conditions of the Policy, from each and every claim in respect of each and every occurrence of Damage for which You are indemnified by this Policy before We shall be liable to make any payment.

All Damage caused by earthquake, storm, tempest or flood occurring in any one period of 72 consecutive hours shall be deemed to be a single event and to constitute one occurrence. The commencement of any such period shall be decided by You. If there is more than one such period selected during the Period of Insurance they must not overlap and the Excess shall apply separately to each selected period.

**Free Issue Materials**

Materials supplied by the Employer, or their agents or Principal, for which You are responsible under the terms of the Contract and for which the value has been declared to Us.

**Limit of Liability**

The limit as specified in the Schedule and which shall apply in respect of each and every occurrence of Damage except where stated otherwise. All Damage arising out of any one event or all events of a series consequent upon or attributable to one source or original cause shall constitute one occurrence.

**Nuclear Material**

- a) nuclear fuel (other than natural uranium and depleted uranium) capable of producing energy by a self-sustaining chain process of nuclear fission outside of a nuclear reactor, either alone or in combination with some other material;
- b) radioactive products or waste produced in, or any material made radioactive by, exposure to the radiation incidental to the Production, Use or Storage of Nuclear Material, not including radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

**Period of Insurance**

The period shown in the Schedule and any subsequent period granted by Us for which You agree to pay the premium required by Us.

**Pollution or Contamination**

The discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic or hazardous chemicals, liquids or gases, or waste materials, or other irritants, contaminants or pollutants, into or upon buildings, structures, land, water or the atmosphere.

**Principal**

Any person, employer, firm, company, ministry or authority for whom the Contract Works are being undertaken.

**Production, Use or Storage of Nuclear Material**

The production, manufacture, enrichment, reprocessing, use, storage, handling or disposal of Nuclear Material.

**Reinstatement**

Where any item of property insured by this Policy suffers Damage to the extent that it cannot be economically repaired this policy will provide for either:

- a) replacement by new property of equal performance and/or capacity, or

- b) if such be impossible, replacement by new property having the nearest higher performance and/or capacity

where any item of property insured by this Policy otherwise suffers Damage the repair of the Damage and the restoration of the portion of property suffering Damage to a working condition substantially the same as, but not better or more extensive than, its condition when new.

#### **Schedule**

The Schedule attaching to and forming part of this Policy.

#### **Territorial Limits**

The Republic of Ireland, the United Kingdom, the Channel Islands or the Isle of Man.

#### **Terrorism**

The actual or threatened

- a) use of force or violence against persons or property, or
- b) commission of an act dangerous to human life or property, or
- c) commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies
  - i) the reasonably apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy, or
  - ii) the reasonably apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments, or
  - iii) the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

#### **Testing**

The actual operation of machinery, or parts of machinery, for the sole purpose of proving it mechanically or electrically sound.

#### **Testing and Commissioning Period**

The period shown in the Schedule which begins from the first time that Testing of the machinery takes place or, where there is no Testing, from the commencement of Commissioning in respect of that machinery.

#### **We / Us / Our**

Certain Underwriters subscribing to this Policy.

#### **You / Your / Yours**

The person(s) or corporate body(ies) noted in the Schedule as the Insured.



## Policy Cover

In consideration of the payment of the Premium We will indemnify You against the events set out in the operative Sections of this Policy (as shown in the Schedule) and occurring during the Period of Insurance.

The indemnity provided by Us will be subject to the terms, limits, conditions, clauses and exclusions of this Policy and also of the relevant Section applicable to the event concerned.

### Section 1 – Contract Works

The insurance provided by this Section is in respect of Damage to the Contract Works

- a) whilst on or adjacent to the Contract Site and occurring
  - i) before completion or the issue of a certificate of completion or before the Contract Works are taken over by the Employer
  - ii) within fourteen days thereafter where You are required to insure for such additional period under the terms of the Contract
- b) whilst in transit within the Territorial Limits to or from the Contract Site (including loading or unloading in connection with such transit)
- c) during the period of maintenance or defects liability specified in the Contract (not exceeding twelve months) and arising from
  - i) a defect originating on the Contract Site prior to the commencement of such period or
  - ii) work carried out by the Contractor on the Contract Site for the purpose of remedying any defects or for otherwise complying with the obligations under the maintenance or defects liability clause in the Contract

provided that such Damage is first revealed during the period of maintenance or defects liability and is the responsibility of the Contractor under the terms of the Contract.

### Section 2 – Employees Tools

The insurance provided by this Section is in respect of Damage to Employee Tools whilst on or adjacent to the Contract Site.

### Section 3 – Contractors Plant and Equipment

The insurance provided by this Section is in respect of Damage to Contractors Plant and Equipment owned by or on Deferred Purchase or lease to You whilst situated or in transit anywhere within the Territorial Limits.

### Section 4 – Hired In Property

The insurance provided by this Section is in respect of Damage to Contractors Plant and Equipment hired in by You whilst situated or in transit anywhere within the Territorial Limits.

The indemnity provided by Us to You under this Section will be in respect of all sums which You shall be legally liable to pay for

- a) such Damage and
- b) for continuing hiring charges levied upon You in consequence of such Damage.

## Limits of Liability

Our total liability under this Policy excluding any amount(s) stated in the Policy Extensions shall not exceed that as stated below:

### Section 1 – Contract Works

The lesser of

- a) the Contract Price and the cost of any additions, amendments or variations or
- b) the Limit of Liability

however, these amounts shall be increased proportionately by not more than twenty five per cent should an increase occur to the original Contract Price plus the value of any additions, amendments or variations.

### Section 2 – Employees Tools

- a) In respect of any one item of Employees Tools the market value of the item at the time of the Damage
- b) The Limit of Liability.

### Section 3 – Contractors Plant and Equipment

The Limit of Liability

however, if, at the time of such Damage, an item of Contractors Plant and Equipment concerned is less than, or equal to, 18 months old from the date of purchase by You as new the amount payable by Us shall be Reinstatement

otherwise

We will pay to You the value of the item at the time of the Damage, or the cost of repair of the Damage to a condition substantially the same as, but not better or more extensive than, the condition at the time of the Damage, or at Our option, reinstate or replace the item.

Where the basis of payment is to be Reinstatement

- a) no payment shall be made by Us
  - i) unless Reinstatement commences and proceeds without unreasonable delay and
  - ii) until Reinstatement has been carried out
- b) in the event that You consist of more than one party or legal entity Our total liability shall not exceed the amount for which We would have been liable had such Damage been sustained by any one of the insured parties or legal entities.

### Section 4 – Hired In Property

The Limit of Liability.

## The Excess

We shall not indemnify You for the amount of the Excess specified in the Schedule in respect of each applicable Section.

## Policy Extensions

The following Extensions are subject otherwise to all other applicable terms, Limits, Conditions, clauses and Exclusions specific to the Section concerned and to the Policy as a whole.

Extensions applicable only to Section 1.

**The insurance provided by Section 1 is extended to provide cover as set out below.**

### 1. OFFSITE STORAGE

Damage to materials, equipment and goods in store at any situation in the Territorial Limits whilst not on the site of the Contract Works but intended for incorporation therein provided that

- a) their total value at any one store does not exceed €250,000 without Our prior consent having been obtained and
- b) You are responsible for such Damage as owner or under the terms of the Contract.

### 2. SPECULATIVE BUILDING

The Definition of Contract Works shall be extended to include property being built or erected by You, within the Territorial Limits, for the purpose of sale and not under Contract provided that this Extension shall cease to apply

- a) from the date such property is sold or let or
- b) three months after the date of completion

whichever is the earlier.

completion shall mean when the building or erection of the property is complete apart from any choice of decoration or final fitments by prospective purchasers or tenants.

### 3. RIAI CONTRACT CONDITIONS

Where You have undertaken a Contract under a RIAI Standard Form (or the equivalent thereof) and there has been Damage caused by any of the specified perils defined in that Contract We agree, so far as is required by the terms of any sub-Contract, not to pursue any rights of subrogation in respect of such Damage against sub-contractors directly engaged by You.

### 4. EXPEDITING EXPENSES

Costs and expenses, necessarily and reasonably incurred by You, in making temporary repairs and expediting permanent repair, including overtime working and the use of rapid transport, as a consequence of Damage to the Contract Works, provided that Our liability shall not exceed twenty five per cent of the cost of repair had such costs not been incurred.

### 5. DEBRIS REMOVAL

Costs and expenses, necessarily and reasonably incurred by You with Our consent, in

- a) removing and disposing of debris
- b) dismantling or demolishing
- c) shoring up, propping and fencing off
- d) repairing or cleaning drains, sewers, service mains and the like, or dewatering
- e) temporary boarding up of windows following breakage of glass

following Damage to the Contract Works provided that Our liability shall not exceed ten per cent of either the Limit of Liability applicable to Section 1 or the Contract Price whichever is the lesser.

### 6. PROFESSIONAL FEES

Architects, surveyors, consulting engineers and other professional fees, necessarily and reasonably incurred, in the re-instatement of Damage to the Contract Works and not being fees for preparing any claim provided that the amount payable shall not exceed two and half per cent of the Contract Price.

7. PLANS

The costs and expenses (including overtime working), necessarily and reasonably incurred by You, for the reinstatement, re-writing, re-drawing or re-creating of plans, drawings, documents and Electronic Data pertaining to the Contract provided that Our liability per occurrence shall not exceed €50,000 or two and half per cent of the Contract Price whichever is the lesser.

8. PUBLIC AUTHORITIES CLAUSE

The additional cost of re-instatement, following Damage to the Contract Works, solely to comply with any regulations arising out of any Act of the Oireachtas (or other relevant Parliament) the stipulations of any European Union directive or with the bye-laws of any Local Authority

Provided that

- a) re-instatement (which may be carried out upon another site, subject to Our liability not being increased) is carried out without delay
- b) this Extension does not cover
  - i) the costs incurred in complying with regulations, stipulations or bye-laws intimated to You prior to the happening of the Damage
  - ii) any costs incurred in respect of undamaged property
  - iii) the amount of any rate, tax, duty, development or other charge which may become payable following compliance with such regulations or bye-laws
- c) Our liability shall not exceed five per cent of the Contract Price.

9. SHOWHOUSES

Damage to buildings (but not contents therein) temporarily used as showhouses, showflats and the like for a maximum period of 90 days beyond the date of completion of the last building on the site of the Contract Works or development phase.

10. SHOWHOUSE CONTENTS

Damage to contents of showhouses or showflats and the like at the site of the Contract Works until sold provided that

- a) cover shall cease not later than 90 days from the date that the last building on the site is substantially complete
- b) Our liability shall not exceed €50,000 in respect of any one showhouse or showflat
- c) during the period from 1st December to 1st March an efficient heating system shall be left on at all times or the water system drained
- d) cover in respect of Damage due to theft or malicious damage is restricted to that following forcible and violent entry or exit only.

11. TESTING AND COMMISSIONING

Damage to new and unused machinery forming part of the Contract Works through its own electrical or mechanical breakdown, failure or explosion during the course of Testing or Commissioning provided that this Extension shall not apply

- a) beyond the Testing and Commissioning Period or
- b) to unproven, prototype or experimental machinery.

Exclusion 7 - Breakdown - does not apply to this Extension.

12. RE-TESTING FOLLOWING DAMAGE

If, as a result of

- a) Damage to the Contract Works or
- b) Damage for which cover is provided by the Testing and Commissioning Extension above

it is necessary to repeat any Testing or Commissioning We will pay the costs incurred in respect of that part of the Testing or Commissioning which has to be repeated.

The cover provided by the Testing and Commissioning Extension shall apply to the repeated Testing or Commissioning as if the original Testing and Commissioning Period had never begun.

**Extensions applicable only to Sections 3 and 4**

The insurance provided by Sections 3 and 4 is extended to provide cover as set out below.

13. HIRING OUT

Damage to Contractors Plant and Equipment whilst hired out provided that

- a) for the purposes of Section 3 the hire conditions are no less onerous than the general conditions of the Hire Association Europe except as otherwise agreed in writing by Us.
- b) for the purposes of Section 4 the terms are no less onerous than those under which You originally hired in the Contractors Plant and Equipment.

14. IMMOBILISED PROPERTY

Costs, necessarily and reasonably incurred by You, to recover Contractors Plant and Equipment which has become accidentally immobilised during normal operations, other than by its own explosion, mechanical or electrical breakdown, failure, breakage or derangement (including, but not limited to Damage caused by any failure to maintain the Contractors Plant and Equipment in accordance with the manufacturers recommendations, but not including Damage caused by the error or omission of the driver(s) or operator(s) of the Contractors Plant and Equipment, other than in respect of failure to maintain) provided that

- a) Our liability shall not exceed €50,000 in respect of all recoveries during any Period of Insurance
- b) such costs do not exceed the sum which would otherwise have been payable, under the terms of this Policy, had such costs not been incurred
- c) this Extension does not cover Damage caused in order to effect recovery of such Contractors Plant and Equipment.

15. CONTENTS OF SITE HUTS

Damage to the contents of site huts and cabins provided that

- a) this Extension does not cover
  - i) computers or computer peripheral devices
  - ii) any item otherwise excluded by this Policy
- b) Our liability shall not exceed €10,000 in respect of any one site hut or cabin.

16. DAMAGE TO SECURITY DEVICES

Damage to any immobiliser, locating, tracking or other security device caused by theft or attempted theft of Contractors Plant and Equipment provided that

- a) Our liability shall not exceed €5,000 in respect of any one item of Contractors Plant and Equipment
- b) the Excess shall not apply to this Extension.

17. LOSS OF KEYS

Replacement costs and expenses incurred as a result of the loss or theft of the key to any item of Contractors Plant and Equipment or any immobiliser or other security device provided that

- a) Our liability shall not exceed €5,000 in respect of each and every item or device
- b) the Excess shall not apply to this Extension.

18. REPAIR INVESTIGATIONS AND TESTS

Costs and expenses, reasonably and necessarily incurred by You with Our prior consent, for repair investigations and tests by a consultant engineer or other professionally recognised and qualified expert in order to determine the most appropriate means of repair or reinstatement of Damage following the occurrence of an indemnifiable event under Section 3 of this Policy provided that

- a) the cover provided by this Extension does not apply to any costs or expenses incurred in preparing a claim under this Policy
- b) Our liability shall not exceed €100,000 in the aggregate in respect of the costs and expenses incurred in connection with all Damage occurring during the Period of Insurance.

19. TEMPORARY REMOVAL TO THE EUROPEAN UNION

Damage to Contractors Plant and Equipment whilst temporarily removed to any location within the European Union for a period not exceeding 90 days provided that Our liability shall not exceed €150,000 any one occurrence.

**Extensions applicable only to Section 4**

The insurance provided by Section 4 is extended to provide cover as set out below.

20. PLANT AND EQUIPMENT BORROWED OR SUPPLIED FOR DEMONSTRATION

Damage to Contractors Plant and Equipment supplied to You on a free loan basis or for the purposes of demonstration provided that

- a) You are legally liable for such Damage and
- b) Our liability shall not exceed €50,000 any one occurrence and
- c) The period of loan or demonstration does not exceed thirty days.

21. LEGAL PROCEEDINGS

Legal costs and expenses incurred in the defence of proceedings against You provided that Our written consent must be obtained before any costs are incurred and We shall be entitled to nominate a solicitor to represent You.

**Extensions applicable to all Sections**

The insurance provided by all Sections is extended to provide cover as set out below.

22. INDEMNITY TO PRINCIPAL AND OTHER PARTIES

We will indemnify any

- a) Principal to the extent required by the conditions of the Contract
- b) purchaser, financier, main contractor, property owner or any other party to the extent required by the conditions of Contract in force between You and such party(ies) in regard to the Contract Works or Contractors Plant and Equipment

in a like manner to You, provided they shall act as if they were You and observe, fulfil and be subject to the terms, exclusions and conditions of this Policy.

23. CUSTOMS, EXCISE AND OTHER DUTIES

The indemnity provided by Us for Damage shall include unrecoverable customs taxes, excise and other duties which You are liable to pay in respect of materials or Contractors Plant and Equipment imported by You.

24. FIRE BRIGADE CHARGES

Costs and expenses, reasonably and necessarily incurred by You, for fire brigade charges arising out of Damage provided that Our liability shall not exceed €50,000 any one occurrence.

## Policy Exclusions

### Exclusions applicable only to Section 1 – Contract Works

The insurance provided by Section 1 does not cover any of the events set out below.

1. EXISTING STRUCTURES

Damage to any property forming, or which has formed part of, any existing structure prior to the commencement of the Contract.

2. LIMITED DEFECTIVE CONDITION EXCLUSION (DE3)

The cost and expenses of repairing, replacing or rectifying any

- a) part of the Contract Works which is in a defective condition due to a defect in the design, plan, specification, materials or workmanship of such works or any part thereof
- b) part of the Contract Works lost or Damaged to enable the repair, replacement or rectification of the Contract Works excluded by a) above.

Part a) above shall not apply to any other part of the Contract Works which is free of the defective condition but has been directly damaged as a consequence of the defect.

For the purposes of this Policy, and not merely this Exclusion, the Contract Works shall not be regarded as lost or Damaged solely by virtue of the existence of any defect in the design, plan, specification, materials or workmanship of the Contract Works or any part thereof.

3. RELIEF UNDER CONTRACT

Damage for which You are relieved of responsibility by the conditions of the Contract.

4. NON-FERROUS METALS

Theft of unfixed non-ferrous metals of any description unless at the time of the theft an authorised Employee or Your agent is actually on site or such property is contained inside a securely locked storage container, hut or building.

5. PERMANENT WORKS

- a) Damage to the permanent works, or any part thereof, after such works have been handed over to or taken over or taken into use (whichever is the earlier) by the Employer, Principal or purchaser other than as provided for under Section 1 paragraph c).
- b) Damage due to the use or occupancy, other than as dwellings or offices, of any portion of the permanent works by any owner, tenant or occupier, other than as otherwise provided for by this insurance.

6. IMPROVEMENTS

Any costs or expenses incurred in connection with or in consequence of improvements, overhauls or alterations to the Contract Works following any kind of Damage to property which is not part of the Contract Works.

### Exclusions applicable only to Sections 1 and 3 – Contract Works and Contractors Plant and Equipment

The insurance provided by Sections 1 and 3 does not cover any of the events set out below.

7. BREAKDOWN

Damage to any item of machinery or plant or Contractors Plant and Equipment caused by its own explosion, mechanical or electrical breakdown, failure, breakage or derangement. This Exclusion shall not apply to any resultant Damage to the Contract Works or to Contractors Plant and Equipment arising as a consequence.

### Exclusions applicable only to Sections 3 and 4 – Contractors Plant and Equipment and Hired In Plant

The insurance provided by Sections 3 and 4 does not cover any of the events set out below.

8. TYRES

Damage to tyres by the application of brakes or by punctures, cuts or bursts.



9. UNDERGROUND DAMAGE AND RECOVERY

- a) Damage to Contractors Plant and Equipment occurring underground unless it can be repaired underground or brought back to the surface at Your own expense or
- b) any costs and expenses incurred in connection with the abandonment, for any reason whatsoever, of any Contractors Plant and Equipment underground.

10. MATERIALS TREATED OR PROCESSED AND FOREIGN BODIES

Damage caused by or arising out of materials treated or processed by the Contractors Plant and Equipment or by foreign bodies entering such plant or equipment.

**Exclusions applicable to all Sections**

The insurance provided by all Sections of this Policy does not cover any of the events set out below.

11. AIRBORNE AND WATERBORNE CRAFT

Damage to any airborne or waterborne vessel or craft, marine rig, or platform, or to any property situated thereon, but this Exclusion shall not apply to materials or Contractors Plant and Equipment in the course of transit by inland waterway.

12. POLLUTION OR CONTAMINATION

- a) Damage caused by Pollution or Contamination or
- b) any costs and expenses incurred in removing, nullifying or cleaning up any seeping, polluting or contaminating substances

unless arising from Pollution or Contamination which is 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 and provided that all Pollution or Contamination, which arises out of such incident, shall be deemed to have occurred at the time such incident takes place.

13. TRANSIT BY SEA OR AIR

Damage occurring during the course of transit by sea or air.

This Exclusion does not apply to sea transit undertaken by roll on / roll off ferry provided that Our liability does not exceed €150,000 any one occurrence.

14. CORROSION OR EROSION

Damage consisting of, or caused by any form of corrosion or erosion (unless caused subsequent to and arising out of any other cause not otherwise excluded by this Policy), but this Exclusion shall not apply to consequent Damage to any other part of the Contract Works or the Contractors Plant and Equipment which itself is free from such corrosion or erosion.

15. WEAR AND TEAR

Damage consisting of, or caused by gradually occurring wear and tear or deterioration, which is both predictable and inevitable from the normal operation or usage of the Contract Works or the Contractors Plant and Equipment, but this Exclusion shall not apply to consequent Damage to any other part of such property which is free from any such condition.

16. ATMOSPHERIC CONDITIONS

Damage caused by atmospheric conditions, including but not limited to rust or oxidization, or by scratching of painted or polished surfaces, unless caused subsequent to and arising out of any other cause not otherwise excluded by this Policy.

17. FINANCIAL OR CONSEQUENTIAL LOSS

Financial loss of any kind including, but not limited to, loss of profits or loss due to delay or any consequential loss not specifically covered by this Policy or any payment, obligation or charges imposed upon You in respect of liquidated damages, penalties for delay, non-completion or detention or in connection with guarantees of performance or efficiency.

18. RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES OR WEAPONS

Any Damage, loss, cost, charges or expense whatsoever, or any consequential loss 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
- c) any weapon employing atomic or nuclear fission, or fusion or other like reaction or radioactive force or matter.

19. NUCLEAR SITE RISKS

Damage to any

- a) Nuclear Material
- b) property in the high radioactivity zone of a nuclear reactor or in any area where the level of radioactivity requires the provision of a biological shield
- c) Contract Works, not being property described by b) above, for construction, erection, installation, repair, maintenance or decommissioning of, or in or on, any building or plant which has been used, is being used, or is designated to be used for the Production, Use or Storage of Nuclear Material.

20. MULTIPLE LIFTING

Damage arising out of the undertaking of lifting operations in which a single load is shared between more than one item of lifting equipment at the same time unless such operation complies fully with the requirements of the British Standard Code of Practice For The Safe Use of Cranes - BS7121 or any British or international standard replacing or amending BS7121.

21. WAR, CIVIL UNREST AND POLITICAL RISKS

Any Damage, loss, cost, charges or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to, by or arising from

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, or confiscation, nationalisation, requisition, or destruction of or damage to property by or under the order of any government or public authority (whether 'dejure' or 'defacto')
- b) mutiny, acts of persons operating on behalf of or in connections with any political organisation, military or popular rising, rebellion, revolution, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege

Any Damage happening during the existence of any of the events described above (whether physical or otherwise) shall be deemed to be Damage which is not covered by this insurance, except to the extent that You prove that such Damage happened independently of the existence of such events and is covered and not otherwise excluded by this Policy.

22. TERRORISM

Any Damage, loss, cost, charges or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to, by or arising from

- a) any act of Terrorism regardless of whether there is another cause which may have contributed concurrently or in any sequence;
- b) 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 Exclusion any loss, damage, injury, cost, expense or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon You.

23. DATE RELATED PERFORMANCE AND FUNCTIONALITY

Damage, consequential loss, additional expenditure or extra expenses, fees, costs, expenses, charges, disbursements, or awards of any kind directly or indirectly caused by or contributed to, by consisting of or arising in whole or in part from

- a) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any Data Processing System responding to or dealing in any way with
  - i) any data denoting a calendar date, or dates, as if such data did not denote a calendar date or dates
  - ii) any data not denoting a calendar date, or dates, as if such data denoted a calendar date or dates

whether such Data Processing System is Your property or not and whether operating before during or after the Year 2000.

24. WILFUL ACT

Damage caused by Your wilful act or wilful neglect.

25. MONEY

Damage to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money, vouchers, documents of any kind (except documents otherwise provided for by Extension 7 – Plans) or stamps.

26. INVENTORY LOSSES

Any loss of property by its disappearance or by shortage, if such disappearance or shortage is only revealed when an inventory is made, or any loss of property stolen or otherwise missing unless such loss is identifiable by You with a specific occurrence which has been the subject of notification in accordance with Claims Condition 1.

27. SONIC WAVES

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

28. NORTHERN IRELAND

Damage directly or indirectly occasioned by, happening through or in consequence of riot or civil commotion in Northern Ireland.

29. CYBER AND DATA

- a) Cyber Loss;
- b) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto. 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 supersedes and, if in conflict with any other wording in the Policy or any exclusion thereto having a bearing on Cyber Loss or Data, replaces that wording.

# Policy Conditions

## Conditions applicable only to Section 1 – Contract Works

### 1. STOPPAGE OF WORK

You shall notify Us without delay in the event of any stoppage of work by You on any Contract Site from any cause for a period exceeding one month. Cover shall be suspended from that time unless its continuance is agreed in writing by Us. In the event of such total or partial cessation of work You shall use due diligence and do all things reasonably practicable to protect the Contract Works.

### 2. SERIES DEFECTS

In the event of the development or discovery of a defect in any part of the Contract Works, which indicates or suggests that similar defects exist in other parts of the Contract Works, You shall without delay investigate and, if necessary, rectify the defects in such other parts at Your own expense or alternatively bear all losses arising out of such defects.

### 3. JOINT CODE OF PRACTICE

You shall comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation, published by Construction Industry Publications and the Fire Protection Association and dated June 2012, or any subsequent amendment to or revised edition current at inception (or subsequent renewal if applicable) of this Policy.

In the event We become aware of a breach of such Joint Code We may inform the main or management contractor's site management of the nature of the breach specifying the remedial measures required by You (the remedial measures) and the period within which these must be completed.

Where We consider such a breach is of sufficient importance We may confirm the same by notice in writing (the notice) to the Employer and the main or management contractor and also the first named party noted as You in the Schedule, when this is neither of the afore named parties, at their respective addresses as nominated by You at the inception of cover or as subsequently amended. Under the terms of this or any subsequent notice We may suspend or cancel all cover at the Contract Site concerned from the date named in the notice, not being a date earlier than the date named for completion of the remedial measures, it being understood that, upon suspension, such cover shall be reinstated when We are satisfied that the remedial measures have been completed. Such notice shall be given by special or recorded delivery post, by facsimile transmission or by hand.

This Condition shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice, waive or remove Our rights under the terms of this Policy.

## Conditions applicable to all Sections

### 4. CANCELLATION & COOLING OFF PERIOD

If You wish to cancel this insurance You must contact Us or Your Broker without delay.

This Policy may be cancelled within the first 14 days at Your request, without giving a reason, in which case You shall be entitled to a full rebate of the Total Premium as noted in the Schedule, provided no claim has been made on this insurance during that same period.

This Policy may be cancelled at any other time at Your request, in which case You shall then be entitled to a pro rata rebate of premium for the unexpired Period of Insurance, provided that no claim has been made on this insurance during that same period.

We shall not be bound to invite or accept renewal of this Policy. We may cancel this Policy at any time by providing thirty days notice in writing to You by recorded delivery:

- a) in the event of non-payment of premium or
- b) due to a change in risk occurring which means We can no longer provide the cover or
- c) due to Your non-cooperation or failure by You to supply any information or documentation requested or
- d) due to threatening or abusive behaviour or the use of threatening or abusive language by You,

You shall then be entitled to a pro rata rebate of premium for the unexpired Period of Insurance provided that no claim has been made on this insurance during that same period.

5. RIGHT TO EXAMINE

We shall have the right to examine the Contract Works and Contractors Plant and Equipment at any reasonable time.

6. DECLARATION ADJUSTMENT

The Premium payable under this Policy is provisional and subject to adjustment based upon the following estimates or values supplied by You

- a) the annual turnover including the total value of any Free Issue Materials in respect of Section 1
- b) the total value of all Contractors Plant and Equipment to which Section 3 applies
- c) hiring charges paid or due in respect of Contractors Plant and Equipment to which Section 4 applies
- d) any other values or amounts agreed as a basis for the calculation of premium.

You agree to keep accurate records of all relevant information which will be made available Us.

At the end of each Period of Insurance You shall, where applicable, declare to Us the actual values and amounts for the relevant categories a) through to d) as listed above.

The actual premium shall be calculated at the rates applicable on the amounts declared.

If the actual premium calculated upon declaration differs from the deposit premium, You shall pay or We shall refund 100% of the difference in respect of Sections 1 and 4 and 50% of the difference in respect of Section 3 subject to a retention by Us of any minimum retained premium as may have been agreed at the outset or 75% of the provisional premium whichever is the greater.

7. INFORMATION PROVIDED TO US

You must provide to Us before the start of the Period of Insurance a fair presentation of the risk. A fair presentation is one which, following a reasonable search, discloses in a manner which is clear and accessible all material facts which You, including Your senior management and anyone responsible for arranging this Policy, knew or ought to know.

8. FAIR PRESENTATION OF THE RISK

- a) If You deliberately or recklessly fail to comply with Your obligation in 7. above to provide a fair presentation of the risk We shall be entitled to avoid this Policy. If We do so We shall be entitled to retain all premiums paid and You must repay to Us any payments already made by Us under this Policy.
- b) If You fail to comply with Your obligation in 7. above to provide a fair presentation of the risk, but Your failure was neither deliberate nor reckless, We shall be entitled to:
  - i) avoid this Policy if We can show that We would not have entered into this Policy if You had fairly presented the risk; or
  - ii) if We can show that We would have entered into this Policy but on different terms, other than as to premium, this Policy shall remain in force on the basis that those different terms apply from the start of the Period of Insurance; or
  - iii) if We can show that We would have entered into this Policy but charged a higher premium, We shall be entitled to reduce any payment We make under this Policy in the proportion that the premium actually charged bears to the premium We would have charged.

If We can show that We would have applied different terms and charged a higher premium, b.ii. and b.iii. above shall both apply.

9. CHANGE IN CIRCUMSTANCE

You must tell Us as soon as reasonably possible of any change in circumstances during the Period of Insurance which may materially affect this Policy. A material circumstance is one which, if declared to Us before the Period of Insurance, might have affected Our decision to provide this Policy or the terms on which this Policy was provided. If You fail to notify Us of a

change of circumstances, We shall be entitled to the remedies set out under Policy Condition 8. from the date of the change of Your circumstances.

10. APPLICABLE LAW

Unless agreed otherwise in writing, all disputes in connection with this Policy including as to its formation and validity will be subject to the laws of the Republic of Ireland.

11. ARBITRATION

All disputes between You and Us in relation to this Policy including as to its application, validity and amounts payable under it shall be referred to a single arbitrator in accordance with the Arbitration Act 2010 or other equivalent statutory provision in force at the time of the dispute.

12. REASONABLE PRECAUTIONS

You shall ensure that

- a) all reasonable precautions are taken to prevent accidents and to safeguard any property insured by this Policy against Damage
- b) any property insured by this Policy is maintained in an efficient condition and fit for its purpose and shall ensure that any inspection or test under any statute, order or regulation shall be undertaken
- c) the manufacturer's recommendations regarding the operation and maintenance of any Contractors Plant and Equipment are observed at all times.

13. CROSS LIABILITY

If You comprise of more than one party then each of the parties shall be considered as separate and distinct entities and the indemnity provided by Us to each party shall apply in the same manner and to the same extent as if a separate Policy has been issued to each of them.

Nothing in this Condition shall increase Our liability to pay any amount exceeding the Limit of Liability under each Section regardless of the number of parties claiming to be indemnified.

14. SUBROGATION WAIVER

We agree to waive any rights, remedies or relief to which We may become entitled by subrogation against any party insured under this Policy. This waiver extends to include all directors, officers or employees of any party.

15. VALUATION OF ELECTRONIC DATA

Should any Electronic Data suffer Damage insured by this Policy then the basis of valuation shall be the cost of the blank media upon which the data was kept plus the costs of copying such data from back-up or from originals of a previous generation. These costs shall not include research and engineering or any costs of recreating, gathering or assembling such data. If the data processing media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. This Policy does not provide an indemnity for any amount pertaining to the value of such data to You or any other party even if the data cannot be recreated, gathered or assembled.

16. SANCTIONS

We will not be deemed to provide cover and will not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

17. SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Claims Conditions

### 1. CLAIMS NOTIFICATION

If any event occurs which may give rise to a claim under this Policy You shall

- a) notify Us without delay via Your Broker who arranged this Policy
- b) at Your own expense supply such proofs of claim as may reasonably be required by Us along with any evidence and information that may reasonably be required by Us for the purposes of investigating or verifying the claim including details of all other insurances covering the event or any part of it and, if requested, a sworn declaration of truth of the claim and any connected matters
- c) preserve any damaged or defective property which might prove necessary as evidence for examination by Us
- d) in the case of Damage due to theft or malicious act the Police must be informed without delay and You shall take all practicable steps to discover any guilty person and to trace and recover the missing property
- e) take action to minimise and prevent further Damage.

No settlement, admission of liability, payment or promise of payment shall be made to a third party without Our written consent.

Notice of an occurrence of a claim or of an event or circumstances which may lead to a claim by any one party to this insurance or their agent shall be accepted by Us as notice of that occurrence by all of the insured parties.

No claim shall be payable unless the terms of this Condition have been complied with and, in the event of non-compliance, any payment on account of the claim already made shall be repaid to Us forthwith.

### 2. OTHER INSURANCE – NON-CONTRIBUTION

If, at the time of any event to which this Policy applies, there is, or but for the existence of this Policy there would be, any other insurance in respect of the same Damage We shall not be liable under this Policy except in respect of any excess beyond the amount which would be payable under such other insurance had this Policy not been effected.

### 3. FRAUDULENT CLAIMS

In the event that You or anyone on Your behalf makes a fraudulent claim or deliberately gives Us false information when making a claim under this Policy We shall be entitled to issue a notice to terminate this Policy with effect from the date of the fraudulent act or provision of false information. You shall be required to repay any payment already made by Us in relation to the fraudulent claim and any subsequent claims although We shall still cover You in respect of legitimate claims made before the date of the fraudulent act. We shall not be required to return any of the premium to You.

### 4. OUR RIGHTS

We shall be entitled to take over the defence or settlement of any claim made upon You in respect of which the indemnity provided by this Policy applies. We shall have full discretion in the conduct of any proceedings and in the settlement of any claim against You (including compliance with such relevant Practice Directions as may be issued and approved by any relevant court and You shall give all such information and assistance as We may require.

### 5. SUBROGATION

Any claimant under this Policy shall, at Our request and expense and in Your name, take and permit to be taken all necessary steps for enforcing rights and remedies against, or of obtaining relief or indemnity from, any other party regardless of whether such steps are, or become, necessary before or after any payment is made by Us.

6. OPTIONS FOR CLAIMS SETTLEMENT

We may at Our option repair, reinstate or replace any of the property insured by this Policy which has sustained Damage or alternatively agree a cash settlement.

We shall not be responsible for temporary repairs carried out without Our consent (unless such temporary repairs are made in accordance with Extension 4 - Expediting Expenses) or any consequences arising from such repairs, nor for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair.

Where Damage is confined to a part of a machine or structure We shall indemnify only the value of that part, plus the cost of any necessary dismantling and erection, for which You are responsible.

You shall not be entitled to abandon any property to Us whether taken into Our possession or not.

7. SUPPLEMENTARY CLAIMS CHARGES

In connection with any claim for Damage You are entitled to recover supplementary charges such as custom duties, packing, freight, profit and the like only if and so far as such charges have been provided for in selecting and determining the appropriate Limit of Liability.

8. RIGHT TO CHALLENGE OR APPEAL LEGAL OR ARBITRATION PROCEEDINGS

You agree

- a) to permit Us, at Our own expense and in Your name and on Your behalf, to make any challenge or appeal, or request a review, or to make any application to stay enforcement in regard to a judgement, decision, direction, award, or the exercise of any legal or arbitrary power whether through court or arbitration proceedings and You will give all such assistance as We may reasonably require in relation to such proceedings
- b) not to accept the decision of any judgement or adjudication as finally determining the related dispute without Our prior consent which We agree not to unreasonably withhold.

9. PAYMENT ON ACCOUNT

At Our discretion payments on account may be made to You following indemnifiable Damage under this Policy but in no case shall any payment exceed Our liability in respect of such Damage.

10. DISCHARGE OF LIABILITY

We may at any time pay to You in connection with any claim, or series of claims, the amount of the Limit of Liability (after deduction of sums already paid in respect of such claim(s) or any lesser amount for which such claim(s) can be settled and upon such payment being made We shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) or other than the payment of costs and expenses incurred prior to the time of such payment.



# Data Protection Short Form Information Notice

## Data Protection Short Form Information Notice (LAYER 1)

Your personal information notice

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Broker:  
Jatco Insurance Brokers PCC Limited  
The Reed Centre  
Blue Harbour  
Ta'Xbiex Marina  
Ta'Xbiex  
Malta  
XBX 1027

Underwriter – Lloyd's Insurance Company S A WRB 5340:  
52 Lime Street  
London  
EC3R 5AZ  
E-mail: LWoodford@wrbunderwriting.com

## Complaints

We hope to meet and exceed Your expectations, but if You are dissatisfied with any aspect of Our service, or if You consider that You might be entitled to compensation from Us, We want You to tell Us. If You do wish to make a complaint regarding this Policy, or Us, please follow the procedure outlined below. This procedure is not compulsory and does not affect Your statutory rights. However if You do not follow the procedure, it may affect Your ability to recover any legal costs You may incur relating to Your complaint.

If you have a complaint, please contact Fiducia Europe Cell of Jatco Insurance Brokers PCC Ltd. in the first instance for assistance and advice regarding Your complaint. The contact details are as follows: gerry@fiduciaeuropa.com and roberta@jatcoinsurance.com ; Fiducia Europe Cell of Jatco Insurance Brokers PCC Ltd., The Reed Centre, Blue Harbour, Ta'Xbiex Marina, Ta'Xbiex XBX1027, Malta.

We will acknowledge receipt of Your complaint within five (5) working days and, at that stage, we will endeavour to indicate what steps We will take to investigate it and when We anticipate that We will provide Our response.

If You are not satisfied with Our response and Your complaint relates to the insurance policy wording and/or Your insurance coverage, You may be entitled to have Your complaint decided by the Financial Services and Pensions Ombudsman (FSPO). Information about the (FSPO), including the timescales within which You must submit Your complaint, can be found at [www.fspo.ie](http://www.fspo.ie). You can also obtain advice by calling +353 1 567 7000 or by emailing [info@fspo.ie](mailto:info@fspo.ie). To lodge a complaint you need to download an Online Complaint Form from the website ([www.fspo.ie](http://www.fspo.ie)) and return the completed Complaint Form to Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Cover distributed by: Fiducia Europe Cell of Jatco Insurance Brokers PCC Limited, registered in Malta under company registration number C9233. Registered head office The Reed Centre, Blue Harbour, Ta'Xbiex Marina, Ta'Xbiex, Malta, XBX 1027

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