



ZURICH[®]

Contractors' All Risks Insurance Annual Contract

Policy Document



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The Contract of Insurance

Annual Contractors' All Risks Insurance Policy

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

Other than where expressly provided in this Policy, compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to the right of the Insured to recover under this Policy.

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. We would draw your attention specifically to the General Exclusions section of the Policy; the exclusions set out in each section of the Policy; and the Retention condition in the Claims Conditions section of the Policy.

The Insurer has agreed to provide Policy cover, and has calculated the applicable premium, based on information provided by or on behalf of the Insured including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by the Insurer;
- information provided and recorded in any Statement of Facts issued to the Insured;
- any declarations made by or on behalf of the Insured; and/or
- any additional information voluntarily provided.

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

Contract Works – Section 1

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

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

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

Owned Plant – Section 2

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

Temporary Buildings and Contents – Section 3

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

Employees Personal Tools and Effects – Section 4

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

Hired-in Plant – Section 5

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

Miscellaneous – Section 6

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

Definitions

Contract Works

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

Owned Plant

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

Temporary Buildings and Contents

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

Employees Personal Tools and Effects

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

Hired-in Plant

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

Territorial Limits

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

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

Continuing Restrictive Condition

Any condition in this Policy, however expressed, that purports to require the Insured to do, or not to do, a particular act or acts, or requires the Insured to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

Limit of Liability

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

Under Section 1

The Sum Insured stated in the Schedule

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

Under Sections 2, 3 and 6

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

Under Section 4

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

Under Section 5

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

Extensions – Applicable to Section 1

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

1. Principals Clause

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

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

2. Debris Removal

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

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

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

3. Professional Fees

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

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

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

4. Plans

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

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

5. Speculative Building

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

- (a) The date such property is sold or let
- or
- (b) Three months after the date of completion of the work of building or erecting such property

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

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

Conditions

1. Stoppage of Work

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

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

2. Series Defects

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

3. Duty to Comply with Policy Conditions

The Insured must comply with the terms, limitations, exclusions, conditions and endorsements of this Policy so far as they relate to anything to be done or complied with by the Insured, to include the Insured cooperating with the Insurer in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

Other than where expressly provided in this Policy, compliance by the Insured with the terms, limitations, exclusions, conditions and endorsements of this Policy shall be a condition precedent to any liability of the Insurer to make any payment under the Policy.

Breach of any period specified in a term or condition of this Policy for notification to the Insurer of a claim, or circumstance that may give rise to a claim, or any other matter referenced in the Claims Conditions section of this Policy, will entitle the Insurer to refuse payment of a claim where the Insurer has been prejudiced by the breach in question.

4. (1) Pre-Contractual Representations

The Insured acknowledges and accepts the following:

- (a) the Insured has a legal duty prior to entering into the Policy and/or prior to the renewal of the Policy to provide responses to questions asked by the Insurer in relation to the risk(s) to be insured.
- (b) a matter about which the Insurer asks a specific question is material to the risk undertaken by the Insurer or the calculation of the premium by the Insurer, or both.
- (c) the Insured has a legal duty to answer all questions asked by the Insurer honestly and with reasonable care.
- (d) while the Insurer acknowledges that the Insured has no legal duty of voluntary disclosure, the Insured shall ensure that information which is voluntarily provided by or on behalf of the Insured is provided honestly and with reasonable care.

(2) Remedies for Misrepresentation

- (a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by or on behalf of an Insured involves a negligent misrepresentation, the remedy available to the Insurer shall reflect what the Insurer would have done had it been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
 - (i) if the Insurer would not have entered into the Policy on any terms, the Insurer may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - (ii) if the Insurer would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if the Insurer so requires;
 - (iii) if the Insurer would have entered into the Policy, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on the relevant claim.
- (b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, the Insurer may either:
 - (i) give notice to the Insured that in the event of a claim it will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
 - (ii) terminate the Policy by giving reasonable notice.
- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by the Insured involves a fraudulent misrepresentation, or where any conduct by

the Insured (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, the Insurer shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium

5. Alteration of Risk

The Insured must tell the Insurer immediately of any changes to the following provided by the Insured to the Insurer prior to the commencement or renewal of this Policy:

- (a) the information provided in any Proposal Form or otherwise in response to specific questions asked by the Insurer;
- (b) the information provided and recorded in any Statement of Fact issued to the Insured;
- (c) the declarations made by or on behalf of the Insured; and/or
- (d) any additional information voluntarily provided.

When the Insured notifies the Insurer about a change as above, or if the Insured otherwise becomes aware of any such change, as referenced above, the Insurer may reassess the premium chargeable and Policy cover more generally.

The Insurer may refuse a claim made by the Insured where there has been a change in the subject matter of the Policy which results in a new risk which the Insurer did not agree to cover and which was beyond the reasonable contemplation of the Insurer and the Insured when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

6. Access and Reasonable Precautions

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

7. Cancellation Rights

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

8. Declaration Adjustment

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

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

9. Identification

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

10. Non Renewal

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

It is a condition that no contract to exceed one year plus twelve months maintenance.

11. Stamp Duty

Stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999 as amended.

12. Instalment Premium Defaults

Where the Insurer has agreed to accept payment by instalments any default in payment on the due date may result in the Policy cover being terminated.

13. Currency

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

14. Insurance Act 1936

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

15. Effect of Continuing Restrictive Conditions

In this Policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- (a) the Insured breaches any such term; and
 - (b) during the period of breach the Insured suffers a relevant loss; and
 - (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by the Insured,
- the Insurer will have no liability for the loss.

Claims Conditions

1. Other Insurance

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

2. Claims Procedure

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

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

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

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

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

The Insured, shall, if required by the Insurers produce or give access to any property alleged to be damaged and the Insured shall also give to the Insurers all such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.

3. Options for Claims Settlement

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

4. Fraudulent Claims

If a claim contains information that is false or misleading in any material respect and the Insured either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (Fraudulent Claim) the Insurer shall be entitled to:

- (a) refuse to pay the claim; and
- (b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.

In such circumstances of termination the Insurer shall refuse all liability to the Insured under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and the Insurer need not return any of the premiums paid under the Policy.

5. Arbitration Rights

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

6. Subrogation

For the purposes of this clause only, the expression "Insured Person" shall mean the Insured (as stated on the Schedule) and any other person entitled to be indemnified under this Policy. Save as provided below, the Insurers shall be entitled to take the benefit of any rights of the Insured Person against any other party before or after the Insured Person has received indemnification under this Policy and the Insured Person shall give all assistance as may be reasonably required by the Insurer.

This clause applies where the Insurer has the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010).

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, the Insurer does not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, the Insurer may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, the Insurer will not exercise its right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

7. Retention

Where, in the context of loss of or damage to real property only, the Insurer pays the costs of repair or reinstatement as above, the Insurer may:

- (a) release a proportion of the estimated cost of repair or reinstatement prior to completion of the work;
- (b) pay the balance (otherwise known as the "retained amount") to the Insured on completion of the work and on receipt of appropriate documentation validating the costs incurred by the Insured for the repair or reinstatement work (including VAT invoices).

The retained amount will not exceed:

- (i) 5 per cent of the claim settlement amount in a case in which the claim settlement amount is less than €40,000; or
- (ii) 10 per cent of the claim settlement amount in a case in which the claim settlement amount is €40,000 or more.

Exclusions – Section 1

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

1. Existing Structures

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

2. Relief Under Contract

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

3. Non-Ferrous Metals

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

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

General Exclusions

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

1. Excess

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

2. Inventory Losses

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

3. Motor Vehicles

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

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

4. Multiple Lifts

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

5. Craft Risks

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

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

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

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

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

7. Wilful Act

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

8. Water Table Level

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

9. Pollution

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

10. Consequential Loss/Penalties

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

11. Sonic Waves

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

12. Nuclear Risks

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

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

13. War and Terrorism Exclusion Endorsement

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

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

or

- (2) any act of terrorism.

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

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

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

14. Plant Hired Out

Loss and/or damage to plant hired out.

15. Money

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

16. Hazardous Works

Any Contract that involves:

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

17. Abandonment

Loss due to the abandonment of the property insured.

18. Completed Property

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

19. Unattended Vehicles

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

20. Inception

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

21. Date Recognition Exclusion

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

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

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

1. Showhouses

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

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

2. Excess 72 Hour Clause

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

3. Local Authorities Clause

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

1. The amount recoverable under this clause shall not include:
 - (a) The cost incurred in complying with any of the aforesaid Regulations or Bye-Laws:
 - (i) in respect of destruction or damage occurring prior to the granting of this clause,
 - (ii) in respect of destruction or damage not insured by the Policy,
 - (iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage,
 - (iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged.
 - (b) The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-Laws not arisen.
 - (c) The amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-Laws.

2. The work of reinstatement must be commenced and carried out with reasonable despatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to the liability of the Insurers under this clause not being thereby increased.
3. If the liability of the Insurers under any item of the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the Liability of the Insurers under this clause in respect of any such item shall be reduced in like proportion.
4. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
5. All the conditions of the Policy except insofar as they maybe hereby expressly varied shall apply as if they had been incorporated herein.

4. Additional Costs of Construction/Reconstruction

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

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

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

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

whichever is lower.

The Insurer shall not be liable in respect of:

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

5. Offsite Storage

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

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

6. Free-Issue Materials

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

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

7. Expediting Expenses

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

8. Transit – Storage En Route

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

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

9. Hire Charges Liability

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

Provided that

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

10. Escalator

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

Complaints Procedure

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

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to customercare@zurich.ie.
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
 - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: info@fspo.ie. Website: www.fspo.ie.
 - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin1. Lo-Call: 1890 77 77 77 or +353 (0) 1 224 5800.
 - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

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

Data Protection

Zurich Insurance plc ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at www.zurich.ie/privacy-policy.

The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at www.zurich.ie/privacy-policy.

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/comply with our legal obligations.

Note: If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

Data collected from third parties

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

What we do with your Data

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
 - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see www.inslink.ie)
 - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
 - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
 - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
 - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

Sharing of Data

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.
- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at www.zurich.ie/privacy-policy.

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the 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.

Data Retention

The time periods for which we retain your Data depend on the purposes for which we use it. We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at www.zurich.ie/privacy-policy.

Automated Decision Making and Profiling

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

Data subject rights

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

Privacy Policy

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at www.zurich.ie/privacy-policy.

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- **Zurich Customer Services on 053 915 7775**
- **dataprotectionofficer@zurich.ie**
- **Data Protection Officer, Zurich Insurance plc, FREEPOST, Zurich Insurance, PO Box 78, Wexford, Ireland.**

Zurich Insurance plc
Zurich House, Ballsbridge Park, Dublin 4, Ireland.
Telephone: 01 667 0666 Fax: 01 667 0644
Website: www.zurich.ie

Zurich Insurance plc is regulated by the
Central Bank of Ireland.

