

# Obligations of your Contractor

It is a condition of **your** HomeWorks **policy** that **you** keep your **contractor(s)** informed of their obligations under this insurance.

This document is designed to help **you** tick box those obligations having discussed the main requirements and conditions of **your policy** with **your contractor(s)**. If **you** have any queries please contact **your broker or insurance intermediary** who arranged this insurance.

**You** must ensure that **you** and **your contractor(s)**, discuss, understand and agree the terms and conditions of **your policy** that **you** and **your contractor(s)** are obligated to comply with.

Failure to comply with policy conditions may mean **we** will not pay a claim under this insurance.

This document does not contain the full terms and conditions of the contract. Please refer to the HomeWorks insurance **policy** wording for full terms and conditions.

## Structural Work

It is a condition of this insurance that all structural work undertaken under the **contract works** must be designed by a structural engineer and overseen by building control.

## Contractors Insurance

It is a condition of this insurance that it is **your** responsibility to ensure that all **contractor(s)** working at the risk address have the following insurance policies in place before the start date of this **policy**:

Public Liability      With a sum insured no less than the total combined value of **your sum insured** for the **existing structure** and **contract works**

## Works below 5 Metres (16' 4.85")

**We** will not pay for loss or damage resulting from any **contract works** being undertaken at a depth below 5 metres (16 feet 4.85 inches) unless **we** have agreed and accepted such **contract works** before such **contract works** commence and **your schedule** specifically states that this exclusion no longer applies.

## Heat Application Condition

The following condition applies whenever there is application of heat involving a naked flame, an open heat source, operations producing sparks or a hot air stripper at the **risk address**.

All combustible material must be removed a safe distance from the area the work is being carried out. A safe distance must be at least fifteen metres when welding or cutting is taking place. Where such clearance is impracticable combustible material must be covered by non-combustible blankets or screens. Combustible parts of the **risk address** must be protected in the same way.

At least one water (with a capacity of more than 8.2 litres) dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating or a type suitable for the combustible material and the **risk address** will be kept immediately adjacent to the area of work in full working order and available for immediate use.



Equipment must be lit for as short a time as possible before use and extinguished immediately after use.

Equipment which is lit or switched on must not be left unattended.

On every occasion **you** and/or the **contractor(s)** work with heat, half an hour after **you** finish, a thorough examination for any sign of combustion must be made, in and around the work area.

## Asphalt Bitumen & Tar Heaters

All heating of asphalt, bitumen, tar or pitch must be carried out in a suitable vessel, in the open at least 5 metres from the **existing structure** and at ground level, using bottled gas.

The vessel must be attended at all times whilst the source of heat is lit and whilst in use.

A suitably sized spill tray is in use which can hold the entire contents of the vessel.

## Security

**You** and your contractor(s) must ensure that the security protections declared to **us** are in full and effective operation whenever the **risk address** is left unattended.

## When the Property is unoccupied

All gas, water and electricity mains suppliers are disconnected if the **risk address** is not being worked on for periods in excess of 7 days other than those required to operate any sprinkler system, fire alarm system or intruder alarm system.

## Property Management

The **risk address** must be inspected thoroughly internally and externally at least once every 7 days by either **you** or **your** representative to actually check the premises and to carry out any work necessary to maintain the security arrangements.

A record of all inspections must be kept and made available to **us** on request

## Example Inspection Report

Name	Date	Time	Observations/Actions
John Smith	17/12/2012	14:20	All rooms checked and found in good condition, left fully locked with alarm activated.

All outside doors are kept securely locked to prevent unauthorised entry

All windows firmly secured at all times

Any alarm system is put into operation



Any accumulations of combustible materials be removed during inspections.

Any accumulations of waste from any renovation work to be kept outside in skips and such skips to be removed at least weekly from the site.

## Safety Health and Welfare at Work

### Safety Health and Welfare at Work (Construction) Regulations 2006-2012 in Ireland

This special condition applies where the original contract price exceeds €3,000,000.

**Your contractor(s)** undertake to comply with Part 4 General Safety Provisions Section 45 (Fire Detection and Fire Fighting) of S.I. No. 504 of 2006 Safety and Welfare at Work (Construction) Regulations 2006-2012 in Ireland or any subsequent amendment thereto or revised edition thereof current at the commencement of the **contract** (as specified in the **policy**) herein after referred to as the Safety Health and Welfare at Work (Construction) Regulations 2006-2012.

**Our** appointed representative shall have the right at all reasonable times to enter and inspect the **risk address** for the purpose of checking whether the conditions thereon in all respects comply with the Safety Health and Welfare at Work (Construction) Regulations 2006-2012.

In the event that **we** become aware of a breach of the Safety Health and Welfare at Work (Construction) Regulations 2006-2012 **we** may inform the construction site management of the nature of the breach specifying the remedial measures **we** require 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 to **you**.

Under the terms of this or any subsequent notice **we** may suspend or cancel all cover under this **policy** from the date named in the notice not being a date earlier than the date named for completion of remedial measures it being understood that upon suspension such cover will be reinstated when **we** are satisfied that the remedial measures have been completed such notice shall be given by registered post, recorded delivery, facsimile transmission or by hand.

This endorsement shall not by itself be considered a condition precedent to **our** liability, but its inclusion shall not prejudice, waive or remove **our** rights under the terms of any other **policy** exclusions, conditions or special conditions.

This special condition does not apply to any public liability insurance provided by the **policy**.

## Quality Control of Water Supply Systems

### Quality Control of New Water Supply Systems (And/Or The Alteration of Existing Water Supply Systems)

This condition applies to all sections of this **policy** and is precedent to **our** liability.

It is a condition that if the **contract works** involve the installation of a new water supply system or the alteration of any existing water supply system, including the replacement, repair or maintenance of any apparatus within the system, then the **contractor(s)** must:

a) Pressure test all pipe work and apparatus forming part of, or attached to, the **contract works** in accordance with the manufacturers guidelines.

Unless otherwise instructed by the manufacturer's guidelines, the pressure test should be subject to an initial air test followed by sectional hydraulic testing at a minimum of 1.5 times the working pressure for a minimum duration of two hours.

Following successful sectional pressure testing, full system pressure testing at the **risk address** should be carried out



inclusive of all apparatus forming part of that system, in line with manufacturer's guidelines. A minimum test period of eight hours is required.

The results of each sectional and full system test should be recorded and retained.

The pressure tests should not be conducted when the **risk address** is unattended by personnel familiar with the system and competent to attend to any escape of water.

Following successful pressure tests, appropriate test certification should be issued and retained.

Copies of each test and any issued certification should also be made available to **us** if requested.

b) Visually inspect all joints for a period of not less than two weeks after commissioning / charging the system.

In areas where no visual examination is possible, the **contractor(s)** must employ alternate detection or examination methods at appropriate strategic points on the water supply system.

The results of each inspection should be recorded and retained for inspection by **us** if requested.

## Other Duties

It is **you** and **your contractors'** duty to prevent accidents and comply with all statutory obligations and to maintain the **contract works**, machinery, plant and buildings in good condition and repair

## Claim Contact Details

When notifying a claim, please provide your name, policy number, the name of your broker and full details of the loss or damage.

**Telephone**                      **1800 812 363**

Email                                      [new.loss@hsbeil.com](mailto:new.loss@hsbeil.com)  
Address                                    Plum Underwriting Claims, The Claims Dept  
   HSB Engineering Insurance Limited  
   Chancery Place  
   50 Brown Street  
   Manchester, M2 2JT  
   United Kingdom

## Extensions of Cover

**You** must notify **your broker** or **insurance intermediary** in writing BEFORE the expiry of the **period of insurance** if **you** require the **period of insurance** extending.

Cover has only been extended when **you** receive written confirmation from **us**.

