



HomeWorks



Home Insurance Policy (Republic of Ireland)

HWKI/1013/PW

The following summary does not contain the full terms and conditions of the contract which can be found in the insuring document, a copy of which is available on request. The summary does not form part of **your policy**.

Insurer

The insurance is underwritten by HSB Engineering Insurance Limited under a facility managed by Plum Underwriting Limited.

About your policy

The HomeWorks **policy** is designed to cover the **existing structure** and the **contract works** of private dwellings under one **policy** for any residential property being rebuilt, refurbished or constructed and only relates to those sections of cover which **you** request and **we** agree to insure.

The HomeWorks **policy** also has the flexibility to accommodate JCT contractual obligations requiring cover to be written in the joint names of **you** and the **contractor**.

THIS COVER IS ONLY AVAILABLE FOR PRIVATELY OWNED, RESIDENTIAL PROPERTIES.

Correct Information and Changes in Circumstances

The information **you** have supplied to **us** on the proposal form, and/or statement of fact and/or any supplementary information, is used to determine whether **we** will accept **your** insurance and if so the premium to be charged and the terms, conditions and exclusions to be applied.

You must therefore ensure using all reasonable care that all the information **you** provide to **us** is correct and accurate at all times.

You must immediately notify **us** via **your broker or insurance intermediary** if:

- ANY information is incorrect
- there is ANY change to the information **you** have given **us**
- **contract works** are not starting as planned
- **contract works** are completing earlier than planned
- **contract works** are ceasing for ANY reason

We will correct or change the information and use the information to determine whether **we** will continue to accept **your** insurance and either:

- continue **your policy** unchanged, or
- backdate any terms, conditions, exclusions or additional/return premium that would have applied at the effective date of the correction and/or change. This could result in a claim not be paid under this insurance, or
- cancel **your policy** giving **you** notice as per the cancellation condition shown in this **policy** wording or on **your policy schedule**. This could result in a claim not being paid under this insurance, or

- treat **your policy** as if it never existed

We will treat **your policy** as if it never existed and **we** will not pay **your** claim if **you** or **your** representative has:

- deliberately misrepresented any information given
- been in any way fraudulent
- deliberately or falsely overstated information given

PLEASE NOTE that as a consequence of **your policy** being treated as if it never existed by **us**, **you** may encounter difficulty in purchasing insurance elsewhere, furthermore failure to have property insurance in place could lead to a breach of the terms and conditions attaching to any loan **you** may have secured on **your** property.

Significant Features & Benefits

The existing structure is defined as:

The existing land permanent buildings domestic outbuildings and garages at the risk address owned by the employer including:

1. Interior decorations, fixtures and fittings, fitted appliances, machinery, plant, lifts and climate control systems
2. Swimming pools, ornamental fountains and ponds
3. Hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, fences and hedges
4. Underground service pipes, cables, sewers, drains, fixed domestic fuel tanks, externally fixed radio and television aerials, satellite dishes, their fittings and masts, solar panels

The contract works are defined as:

The permanent and temporary works executed in performance of the **contract** and site materials and **free issue materials** for incorporation therein whilst at **the risk address**.

The Cover

Section 1 – Your Property – Cover

We will pay **you** up to the **sum insured** shown in **your schedule** for **damage** to the **risk address** during the **period of insurance** to ensure **you** are returned to the same financial position as **you** were in immediately before such damage occurred subject always to the terms, conditions and exclusions of this **policy**.

1. Architects, Surveyors, Engineers Fees and Costs

We will pay **you** an additional 15% of the total **sum insured** in respect of architects, surveyors, consulting engineers, legal and other fees to required to reinstate or replace the **risk address**, provided that **we** have approved the appointment of such persons

2. Debris Clearance Fees and Costs

We will pay **you** an additional 15% of the total **sum insured** in respect of clearing debris from the **site** and making the **site** and **risk address** safe (to the extent it was made unsafe by the insured **damage**)

3. Government or Local Authority Fees and Costs

We will pay **you** an additional 15% of the total **sum insured** in respect of complying with government or local authority requirements when repairing or reinstating insured **damage** to the **risk address** including repairing or reinstating any insured **damage** that does not comply with current government and local authority regulations as long as the **risk address** did comply with such regulations that were in force at the time the **risk address** was originally built.

4. Automatic Increase for Existing Structure

We will pay **you** up to 110% of the **sum insured** for the **existing structure** if, in the event of a loss, the rebuilding value exceeds the **sum insured** and it can be proven that the **sum insured** was correct at inception of the **policy** provided that **you** pay an additional premium for that extension at that time.

5. Automatic Increase for Contract Works

We will pay **you** up to 125% of the **sum insured** for **contract works** if during the **period of insurance** the contract price is increased above the original **sum insured** for **contract works** set at inception of the policy, provided **you** pay an additional premium as **we** advise at that time.

6. Alternative Accommodation and Loss of Rent

In the event of **damage** to the **risk address** rendering the **existing structure** uninhabitable **we** will pay the following, to the extent that they are a direct consequence of that **damage**.

Additional costs incurred by **you** for alternative accommodation substantially the same as the insured accommodation. Loss of rent due to **you** under a rental or lease agreement which **you** are unable to recover.

The maximum amount that **we** will pay under this extension is €100,000, or 20% of the **sum insured** for the **existing structure**, whichever is less.

Amounts paid under this special extension are additional to the **sum insured** for the **existing structure**.

7. Automatic Reinstatement following a Claim

In return for an additional premium, to be calculated at a rate to be determined at **our** discretion, the amount **we** will pay for the **risk address** will not be reduced by the amount of any claim.

8. Expediting Expenses

We will pay for expenses reasonably incurred by **you** with **our** consent for overtime rates of wages and the cost of special delivery to avoid delay in completion of the **contract works** caused as a direct consequence of insured **damage**.

9. Free Issue Materials

We will include **damage** to **free issue materials** as long as **you** declare to us the value of such **free issue materials** during the **period of insurance** and their value has been included within the total **sum insured** for **contract works**.

10. Joint Insured's

If this **policy** has been issued in the joint names of **you** and **your contractor(s)**, it protects the separate interests of each party only to the extent required by the **contract** terms and conditions. **Your contractor(s)** are then separately but similarly bound by the terms, exclusions and conditions of this **policy** in the same way as **you**.

11. Other Interests

We will note the interest of any financial institution or other party with respect to this section of the **policy** as requested by **you** or **your contractor(s)** as soon as a request has been received.

12. Plans and Specifications

Damage to plans or specifications of the **contract works** owned solely by **you** or for which **you** are legally responsible provided that

1. the cost of rewriting or redrawing plans or specifications is needed in order to complete the **contract works**
2. the maximum **we** will pay under this extension is 10% of the **sum insured** for **contract works** or €50,000 whichever is the lower and will be considered as being included within the **sum insured** for **contract works**.

13. Pollution Clean-up Costs

We will pay the clean-up costs of **your** land or property damaged by any kind of pollution or contamination occurring at the **risk address** provided that the pollution is a sudden identified unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** and a properly authorised body deems it necessary for clean-up action to be taken and paid for by **you**.

The maximum amount payable by **us** under this extension is €100,000 and will be considered as being included within the **sum insured** for the **existing structure**.

14. Storage

The definition of **contract works** includes materials not otherwise insured whilst contained within the **contractor(s)** main or permanent storage or workshop areas or at the premises of the suppliers or manufacturers but only within the **territorial limits** and only in respect of materials purchased or manufactured for the **contract works** whilst being temporarily stored pending and during transfer to the **risk address**.

Our liability shall not exceed 15% of the **sum insured** for **contract works** or €25,000 whichever is the lesser.

15. Rectification Period

This special extension applies:

- a) when the issue of the certificate of completion or taking over certificate has occurred or when the **risk address** has been taken back into full use by **you**
- b) when the **contract** requires insurance for **damage** to the **risk address** arising during any rectification, maintenance or defects liability period to be provided by **you**

We will insure **you** against any **damage** to the **risk address** arising during any rectification, maintenance or defects liability period stipulated within the **contract**, even if this period falls outside of the **period of Insurance**, for **damage**:

- a) arising from any defect in the **contract works** originating after inception of this **policy** and prior to the commencement of the stipulated rectification, maintenance or defects liability period.
- b) caused by **your contractor(s)** in the course of any

operations they carry out at the **site** for the purpose of remedying any defects in the **contract works** or otherwise fulfilling their obligations under the terms of the **contract**.

Provided that any cover provided by this special extension:

- i. shall not exceed a maximum of twelve (12) months in duration from the date of issue of the completion certificate or taking over certificate or when the **risk address** has been taken back into full use by **you** whichever is the earlier.
- ii. applies only to the extent that **your contractor(s)** are responsible under the terms of the **contract**.
- iii. **our** liability shall not be increased beyond the amount payable as **sum insured** specified in **your schedule**.

16. Avoidance of Impending Damage

We will pay costs incurred by **you** in taking reasonable but exceptional measures to avoid or reduce impending **damage** which would have resulted in a claim under this **policy**.

Provided that:

- a. the impending **damage** did not arise from any defect in the **insured property**
- b. the impending **damage** did not arise from a reasonably foreseeable cause
- c. the **damage** would have been the natural outcome to be expected in the absence of the measures taken
- d. **we** are satisfied that **damage** which would have been insured under this policy has been avoided or reduced as a result of the measures **you** have taken.

The amount payable will be considered as being included within the **sum insured** for the Section 1

17. Breakdown

We will pay for the cost of electrical or mechanical breakdown or derangement to any new and unused apparatus, machinery or equipment forming part of the **contract works** occurring during the period:

- a. seven (7) days from the commencement of testing or commissioning of an individual item, and
- b. up to one (1) calendar month from the commencement of overall testing and commissioning at the **risk address**.

18. Offsite Storage

We will pay for the cost of **damage** to materials and goods allocated for inclusion within the **contract works** whilst in store at any location within the Republic of Ireland other than the **risk address** provided:

- a. **you** and **your contractor(s)** are responsible for the **damage** under the **contract**
- b. the material and goods are / were ready for delivery to the **site**.

Section 1 – Your Property – Exclusions

The following section specific exclusions apply in addition to the General Exclusions

What is not covered

1. **Damage** to the **risk address** (or any part thereof):

- a) in respect of which a certificate of completion or taking over certificate has been issued by **your contractor(s)**
- b) which has been completed and handed over to the **you**

However where completed aspects are handed over to **you** during the **period of insurance** this exclusion shall not apply if the **existing structure** is insured under this insurance and where other phases of the **contract works** remain incomplete. In that event:

- a) the **contract works sum insured** shall automatically be reduced by the amount of the **contract works** completed and handed over to **you**.
- b) the **existing structure sum insured** shall automatically be increased by the amount of **contract works** completed and handed over to **you**.

This process will continue until all of the **contract works** are completed and the **existing structure** is fully restored to the control of **you** or where alternative insurance has been arranged, whichever occurs first. **We** will only insure **you** up to the aggregate of the **existing structure sum insured** and the **contract works sum insured** as stated in the **schedule** and subject otherwise to the terms of this insurance.

In no event will cover continue beyond expiry of the **period of insurance**.

2. **Damage** occurring beyond 30 days after the **contractor(s)** has substantially ceased the **contract works** at the **risk address** (other than for normal stoppages at the end of the day at weekends or holidays) unless **you** have given **us** prior notice in writing with the details of **contract works** completed and outstanding, **you** have received **our** agreement to continue this insurance and **you** have agreed to accept any terms imposed by **us**.

3. **We** will not pay more than €5,000 unless a higher amount is shown in **your schedule** for any one loss in respect of loose contract materials unless such materials are kept within a building of **Standard Construction**.

Furthermore:

a) **We** will not pay your claim if the security **you** have advised to **us** and that **we** have agreed is not in operation at the time of any loss.

b) **We** will not pay **your** claim if the building is not wind or weatherproof.

4. **Damage** caused by storm, tempest, flood or weight of snow unless the person(s) responsible for securing the **site** have taken reasonable steps to make the **risk address** weatherproof.

5. **Damage** by **subsidence** or **heave** of the site on which the **risk address** stands or **landslip**:

a) to swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless the **risk address** is damaged by the same cause and at the same time

b) caused by or arising from impact and infill

c) caused by or arising from **settlement**

d) caused by or arising from riverbank or coastal erosion

e) caused by or arising from any movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.

6. Any lost opportunity or loss of profit, income or goodwill of any kind or description not specifically insured.

7. **Damage** to property forming or which has formed part of any structure prior to the commencement of the **contract works** unless specifically insured under this **policy**.

8. Loss of property either by disappearance or by shortage if the loss is only revealed when an inventory is made or is not traceable to an identifiable event.

9. **Damage** consisting of mechanical or electrical breakdown or derangement unless as a result of insured **damage** or resultant insured **damage**.

10. **Damage** in respect of

1. money which term shall mean coin bank and currency notes, cheques, travellers cheques, national giro payment orders, postal and money orders, current unused postage stamps, national savings stamps and certificates, premium bonds, luncheon vouchers, credit card and debit card vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday with pay stamps, bankers drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants, V.A.T. purchase invoices or other negotiable instruments

2. any private car, van, lorry or other vehicle

3. any airborne or waterborne craft or vessel.

11. Penalties or fines for delay, lack of performance, non-completion or non-compliance with the conditions of any contract or reimbursement of any financial agreements.

12. **Damage** arising outside the **territorial limits**.

13. **Damage** caused by or consisting of

1. Wear and tear, corrosion, oxidation, gradual deterioration, wet or dry rot, shrinkage, dampness, frost, marring or scratching

2. Normal upkeep or normal making good.

14. **Pre Existing Defect(s)**

Damage to the **contract works** arising from a defect in the **existing structure** that existed prior to the commencement of the **period of insurance**.

You are required to provide a report on the condition of the **existing structure** prior to the commencement of the **period of insurance**, if **you** fail to do so, the onus of proof will be on **you** to show that the damage did not occur as a result of a defect in the **existing structure** that was present prior to the commencement of the **period of insurance**.

Section 2 – Your Contents – Cover and Exclusions

Contents are covered for loss or damage caused by: **What is covered**

This insurance covers the **contents** for **damage** directly caused by:

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. **damage to contents** caused by **subsidence** or **heave** of the site on which the **risk address** stands or **landslip**

What is not covered

We will not pay

a) for **damage** to property that is not situated within a building or other enclosed structure at the time of the **damage**

a) for **damage** while the **home** is **unoccupied**

a) for **damage** caused by faulty workmanship
b) for **damage** while the **home** is **unoccupied**
c) any amount over €50,000 for clean up costs following an escape of oil

a) for **damage** while the **home** is lent, let or sublet unless the loss or damage follows breakage or damage to the **home** in the course of entry.
b) for **damage** while the **home** is **unoccupied**

a) for **damage** while the **home** is **unoccupied**

for **damage** by **subsidence** or **heave** of the site on which the **risk address** stands or **landslip**:
a) to swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless the **risk address** is damaged by the same cause and at the same time.
b) caused by or arising from impact and infill.
c) caused by or arising from **settlement**.
d) caused by or arising from riverbank or coastal erosion.
e) caused by or arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of the **risk address** are damaged by the same cause and at the same time.

10. falling trees, telegraph poles or lamp-posts

a) for **damage** caused by trees being cut down or cut back within the **risk address**

Section 3 – Your Liability as Property Owner – Cover

Cover under this section is granted to **you** only in respect of accidental **bodily injury** or **damage**.

There is no cover provided to **your contractor(s)** and no employers' liability provided by this insurance.

We will pay **you** up to the limit of indemnity shown in **your schedule** for **your** legal liability to pay as damages all sums incurred during the **period of insurance** as a direct result of any accidental **bodily injury** or **damage** to material property, trespass, nuisance or obstruction arising in connection with the **risk address** and/or the **contract works**.

We will in addition pay **costs and expenses** incurred by **you** arising from such an occurrence but **we** will not pay for:

- a) Fines, penalties or for damages intended only to punish or make an example of **you**.
- b) The cost of putting right any defect or alleged defect.

Our liability is subject to all of the exclusions and conditions of this **policy**.

All claims caused directly or indirectly by one accident will be treated as one claim.

All pollution or contamination arising out of one accident will be treated as having happened at the time the accident took place.

After arriving at a claims settlement **we** will deduct the **excess** before paying the claim.

Special Extensions

Cross Liabilities Clause

Where more than one party comprises the insured (as employer only), any claim by one of **you** against any other insured party will be treated as though the party claiming is not an insured party provided that this is not deemed to increase the **limit of indemnity**.

Section 3 – Your Liability as Property Owner – Exclusions

We will not pay for your liability arising:

1. from the ownership, possession control or use of mechanically or electrically propelled aircraft or watercraft, or to road vehicles or attached trailers where Road Traffic Act legislation applies, or on any public road outside the Republic of Ireland.
2. in respect of any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.
3. in respect of damage to property
 - a) belonging to **you**
 - b) in the custody or control of **you** or **your** agent
 - c) that comprises of the **risk address**
4. that has been assumed under any contract or agreement unless you would have been liable had the contract not existed.
5. for the amount stated in the **schedule** in respect of the **excess** under the public liability section provided that:
 - a) this clause does not apply to liability in respect of **bodily injury**
 - b) if any payment made by **us** includes an amount for which **you** are responsible in this respect this amount must be repaid to **us** immediately.
6. in respect of any **costs or expenses** claimed or incurred for replacing or making good faulty defective or incorrect:
 - a) workmanship
 - b) design, plan or specification
 - c) materials goods or other property
7. in respect of **bodily injury** to anyone employed by **you** or **your contractor(s)** arising out of and in the course of employment by **you** or **your contractor(s)** at or adjacent to the **risk address** and/or as part of the **contract**.
8. for fines, liquidated damages or under any penalty clause or under any collateral warranty or the like.
9. for pollution or contamination of air, water or soil which you cannot prove was caused by a sudden identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place.
10. for any goods or products sold, supplied, repaired, renovated, restored, tested or serviced by **you**.
11. out of any instruction, advice, information or professional service rendered for a fee.
12. from a legal liability to a third party where there is absence of proven negligence by **you** or **your contractor(s)** unless **we** have extended this **policy** to include non negligence cover as stated in **your schedule**.

13. from any occurrence happening outside of the **territorial limits** and/or claims or legal proceedings brought or originating outside of the **territorial limits** for:

- a) punitive or exemplary damages
- b) any pollution, irritant or contaminant, or assessment or clean up of any pollution, irritant or contaminant.

General Exclusions

We will not pay for any costs, expenses, **damage** or **bodily injury**:

1. Indirect Loss or Damage

that is not directly associated with the incident that caused **you** to claim unless expressly stated in this **policy**.

2. Pre Inception Damage

occurring before the **period of insurance** starts.

3. Deliberate Acts

caused by deliberate acts by **you** or anyone employed by **you** or **your contractor(s)**. Unless such **damage** was caused to safeguard human life.

4. Radioactive Contamination

to any property whatsoever or any loss or expense resulting or arising therefrom or any losses following or any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear,
- b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter

5. Pressure Waves

directly or indirectly caused by, contributed to or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds

6. Computer Data and Date Recognition

to any property arising from:

- a) **computer virus**, or other erasure or corruption of electronic data
- b) the failure of any equipment to correctly recognise the date or change of date

7. War Exclusion

happening through or resulting from any acts of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local authority.

8. Deception

caused by deception other than by any person using deception to gain entry to **your** home.

9. Financial Loss

caused by loss of profit, business interruption or any economic loss of any kind.

10. Other Insurance

that but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.

11. Confiscation

caused by or resulting from the **risk address** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority, or any emergency service.

12. Biological and Chemical Contamination

arising from biological or chemical contamination, caused by any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes **damage** cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any **act of terrorism**.

If **we** allege that by reason of this exclusion any **damage** cost or expense is not covered by this insurance the burden of proving the contrary will be **yours**.

In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

13. Contribution

Other than **our** rateable proportion of any claim loss, damage or liability covered under this **policy** if that loss, damage or liability is covered wholly or in part under any other insurance.

14. Cessation of Works

where **contract works** cease for 30 continuous days unless expressly agreed by **us** in writing.

Where the cessation of the **contract works** is solely due to the granting of statutory consent for the carrying on of the **contract works** by the appropriate enforcing authority, this period is increased to 60 continuous days.

15. Defective Design, Plan, Specification, Materials or Workmanship

to and the cost necessary to replace, repair or rectify any part of the **risk address** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship or **damage** caused in the replacement, repair or rectification of such.

This does not exclude **damage** to any part of the **risk address** that is free of the defective condition but is damaged as a consequence thereof.

For the purpose of this **Policy** and not merely this Exclusion, the **risk address** shall not be regarded as damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the **risk address** or any part thereof.

16. Excess

that falls within the amount stated in **your schedule** as the **excess**. **We** will not pay for the amount stated in **your schedule** as the **excess**.

17. Works below 5 Metres

resulting from any **contract works** being undertaken at a open trench depth of 5 metres (16 feet 4.85 inches) below the normal ground level surrounding the **home**, 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.

18. Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanctions prohibition or restriction imposed by law or regulation.

19. Pyrite Action

Caused by or resulting from the presence of pyrite or iron pyrite within the existing structure or used with the contract works.

General Conditions

The following conditions apply to all sections of this **policy**. Additional conditions are shown in the sections to which they apply.

1. Assignment

You cannot transfer **your** interest in this **policy** to anyone else without **our** prior written agreement.

2. Discharge of liabilities

We may, at **our** discretion, in respect of any claim covered by this **policy**, pay to **you** the **sum insured** or **limit of indemnity** applicable (or the balance of this amount not yet paid to **you**), or any lesser amount for which the claim can be settled. On payment of this sum, **we** will be under no further liability other than for costs and expenses incurred prior to the date of this payment for which **we** are responsible.

3. Disputes

If any difference shall arise as to the amounts to be paid under this policy (liability being otherwise admitted) such difference shall be referred within twelve months of the dispute arising to an arbitrator who will be jointly appointed in agreement or failing agreement appointed by the President for the time being of the Incorporated Law Society of Ireland. If the dispute has not been referred to arbitration within the aforesaid twelve month period then the claim shall be deemed to have been abandoned and not recoverable thereafter.

4. Interpretation

For the purposes of this **policy**, proposal shall mean any completed or partially completed form or questionnaire and declaration and any information in connection with this insurance supplied by **you** or on behalf of **you**.

This **policy** and the **schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any section of this **policy** or of the **schedule** shall bear such specific meaning wherever it may appear.

5. Joint insureds

The most **we** will pay is the relevant **sum insured** or **limit of indemnity**. If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay if there were only one of **you**. Each of **you** must at all times preserve and enforce the various contractual agreements entered into by **you** and **your** contractual remedies in the event of loss or **damage**.

6. Fraud Prevention

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- share information about **you** with other organisations and public bodies including the Police
- check and/or file **your** details with fraud prevention agencies and databases
- undertake credit searches and additional fraud searches

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

We can supply on written request by **you** details of the databases we access or contribute to.

If a claim is fraudulent in any respect this insurance will be cancelled by **us** from the date of the fraudulent claim.

7. Non-invalidation

This insurance shall not be invalidated by any act or omission or by an alteration whereby the risk of **damage** is increased unknown to **you** provided that when **you** become aware thereof **you** shall immediately give notice to **us**. Any terms, conditions and exclusions applied will be in accordance with **our** usual underwriting that **we** would have applied had **you** been aware and notified **us** of such risk of damage. **You** may also be required to pay an additional premium.

8. Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium and the premium has been accepted by **us**.

9. Your duty of care

You must take all reasonable steps to

- ensure the safety of the **risk address**
- prevent accidents and comply with all statutory obligations and to maintain the **contract works**, machinery, plant and **existing structure** in good condition and repair
- select **contractor(s)** who are experienced to carry out the **contract works** they will be undertaking as defined in the **contract**.
- remedy any defect or danger as soon as it is discovered and take any necessary precautions
- to prevent any circumstances arising or cease any activity which may give rise to a claim under the **policy**

If **you** do not, **we** will not be liable to pay any related claim.

10. Under-Insurance - Average

Cover under Section 1 and Section 2 is subject to the application of average. If the cost to replace or reinstate under Section 1 and/or Section 2 is, at the time of any loss, greater than the declared **sum insured**, **you** will only be entitled to recover the same proportion of the loss as the **sum insured** bears to the total cost of replacement or reinstatement, subject to the terms, conditions and exclusions of this **policy**.

11. Access

You will give **us** access to the **risk address** at all reasonable times.

12. Possession

We will be entitled, without incurring any liability under the **policy** to:

- enter any building or premises where **damage** has happened and take and keep possession of the

damaged property

- deal with salvage in any reasonable way but no property can be abandoned to **us**.

If **we** elect to reinstate or replace any property, **you** must, at **your** own expense produce any plans, documents or information as **we** may reasonably require. **We** will pay for any reasonable expenses **you** incur in providing **us** with this as part of **your** claim. **We** are not bound to reinstate exactly or completely but as well as circumstances permit and in a reasonable sufficient manner.

13. Our Rights

You must at **our** request, take and permit to be taken, all reasonable steps for enforcing **our** rights against any other party before or after **we** have settled **your** claim.

We will not pursue rights against any **contractor(s)** or subcontractor to the extent that a waiver of subrogation is required by the **contract**.

14. Transit Loss Sharing

All goods must be inspected by **you** on arrival at the site for evidence of **damage**. If the goods are found to be **damaged**, this should be reported to the transit insurers.

If goods are left packed and **damage** is not discovered until they are unpacked it will be assumed that **damage** happened during transit unless there is clear evidence that the **damage** could only have happened after expiry of the transit insurance.

If however no clear evidence can be presented as to when the **damage** was caused the settlement of the loss will be shared equally between the transit insurance and this **policy**.

15. Munitions of War

It is noted that "General Exclusion – War" will not apply to **damage** to the **risk address** from or occasioned by the detonation of munitions of war in or about the **risk address**, providing that the presence of the munitions is not the result of a state of war at the time of the **damage**.

16. Premium Adjustment

If the premium under this **policy** has been calculated (wholly or partly) on estimates furnished by **you**, **you** must keep proper records containing all relevant information and **we** must be allowed to inspect them at all reasonable times. When the **contract** completes **you** must provide **us** with the final **contract** value, which **we** will use to calculate any premium adjustment due to **us**. **You** will then pay any additional premium (or **we** will refund premium as the case may be) within 14 days of **our** submitting **our** calculation thereof.

In providing the final **contract** value to **us** **you** must include:

- The value of any materials and equipment used in the **contract**
- Professional fees incurred in the design and construction of the **contract**
- Irrecoverable VAT
- **Free issue materials**

17. Security

We will refuse to pay a claim should **you** not ensure that the security protections declared to **us** are in full and effective operation whenever the **risk address** is left unattended.

18. Stamp Duty

Stamp Duty has been or will be paid to the revenue Commissioners in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

19. Monies payable by us

All monies which become payable by us under this policy shall, in accordance with Section 5 of the Insurance Act 1936 and Regulation 58 of the European Communities (Non-Life insurance) Framework Regulations 1994, be payable and paid in the Republic of Ireland.

Special Conditions which apply to You

1. Keeping you contractor(s) informed of their obligations under this insurance

You must provide a copy of this **policy** and the 'Obligations of your Contractor' document to **your contractor(s)** and ensure that **you** and **your contractor(s)** discuss, understand and agree the terms and conditions of this **policy** that **you** and **your contractor(s)** are obligated to comply with.

If **you** or **your contractor(s)** do not comply with the obligations stated in this insurance **we** will not pay any claim.

2. Change of Period of Insurance

You must notify **us** in writing before the expiry of the **period of insurance** if **you** require the **period of insurance** extending.

We reserve the right to amend the premium and terms following a request to change the **period of insurance**. The **period of insurance** has only been extended when **you** receive written confirmation from **us**.

3. Security

Where **you** are responsible for the correct operation and functioning of the security protections at the **risk address** we will refuse to pay a claim should **you** not ensure that the security protections (as declared to **us**) are in full and effective operation when **you**, **your** representative or **your contractor(s)** are not present at the **risk address**.

4. Your Contractors Own Insurance

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 Section 1 and Section 2

You must record and retain details of such insurance policies, and make such available for **our** inspection upon **our** request.

5. Property Management

You must ensure that:

- all gas, water and electricity mains suppliers are disconnected if the **risk address** is **unoccupied** other than those required to operate any sprinkler system, fire alarm system or intruder alarm system.
- the **risk address** must be inspected thoroughly internally and externally at least once every 7 days by either **you** or **your** representative to check the premises thoroughly and to carry out any work necessary to prevent **damage** and maintain the security arrangements. A record of all inspections must be kept and made available to **us** on request
- all outside doors at the **risk address** are kept securely locked to prevent unauthorised entry when **you** or **your** representative or **your contractor(s)** are not present at the **risk address**.
- all windows firmly secured at all times when **you** or **your** representative or **your contractor(s)** are not present at the **risk address**.
- any alarm system is put into operation when **you** or **your** representative or **your contractor(s)** are not present at the **risk address**.
- any accumulations of combustible materials introduced to the **risk address** as part of the **contract** be adequately protected against sources of ignition and heat.
- Any accumulations of waste from any **contract works** are to be removed from the **existing structure** at the end of each working day and deposited in skips. Such skips are to be situated at least 5 metres (16 feet 4.85 inches) from any **existing structure** and removed at least weekly from the **risk address**.

6. Structural Work

All structural work undertaken as part of the **contract works** must be designed and planned by a fully qualified structural engineer and carried out in line with the current building regulation with the local authority building control services overseeing the work as they deem necessary.

Special Conditions which apply to Your Contractor(s)

1. Heat application condition

The following special 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**.

- a) all combustible material is 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 blankets or screens which are both non-combustible and which prevent the transfer of heat into surrounding items or structures. Combustible parts of the **risk address** must be protected in the same way.

- b) 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** kept immediately adjacent to the area of work in full working order and available for immediate use.
- c) equipment is lit for as short a time as possible before use and extinguished immediately after use.
- d) equipment which is lit or switched on is not be left unattended.
- e) on every occasion that work with heat occurs, one hour after work has finished, a thorough examination for any sign of combustion must be made, in and around the work area with the appropriate findings recorded and signed off by an independent party. A hot works permit system is recommended for this purpose.

2. Asphalt, bitumen and tar heaters condition

Your contractor(s) must ensure that:

- all heating of asphalt, bitumen, tar or pitch is carried out in a suitable vessel, at least 5 metres (16 feet 4.85 inches) from any **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 used which can hold the entire contents of the vessel, which is both non-combustible and which prevents the transfer of heat into surrounding items or structures.

3. Security

Where **your contractor(s)** are made responsible for the correct operation and function of the security protections at the **risk address**, **we** will refuse to pay a claim should **your contractor(s)** not ensure that the security protections (as declared to **us**) are in full and effective operation when **you**, **your** representative or **your contractor(s)** are not present at the **risk address**.

4. 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 or any subsequent amendment thereto or revised edition thereof current at the commencement of the **contract** (as specified in the **policy**) hereinafter 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**.

5. 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:

- 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.

- 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.

How to Notify a claim

To notify a possible claim, please refer to **your schedule** for claims contact details.

When notifying a claim, please provide **your** name, **policy** number, the name of **your broker or insurance intermediary** and full details of the **damage** and/or **bodily injury**.

How we settle your claim

Section 1 – Your Property

We will pay **you** up to the **sum insured** shown in **your schedule** for **damage** to the **risk address** during the **period of insurance**. to ensure **you** are returned to the same financial position as **you** were in immediately before such damage occurred subject always to the terms, conditions and exclusions of this **policy**.

Section 2 – Your Contents

we will pay **you** up to the **sum insured** shown in **your schedule** for **damage** to **your contents** during the **period of insurance** to ensure **you** are returned to the same financial position as **you** were in immediately before such damage occurred subject always to the terms, conditions and exclusions of this **policy**.

Period of Insurance

The period for which this insurance is in force as shown in **your schedule** and any subsequent period for which **we** have accepted a premium

Cooling Off Period

If **you** find this insurance does not meet with **your** requirements, **you** are entitled to cancel this insurance by writing to **your broker or insurance intermediary** within 14 days of either the date **you** receive **your** insurance documentation or the start date of the **period of insurance**, whichever is the later.

Cancellation

Cancellation of **your policy** by **us** or **you**:

- Cancellation of **your policy** by **us**:

We may cancel this **policy** or any part of it by giving **you** 14 days notice by recorded delivery to the address stated in **your schedule**.

- Cancellation of **your policy** by **you**:

You may cancel this **policy** by giving written notice to **us**.

Premium refund following cancellation of **your policy**:

- In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period, any refund will be on a proportional basis unless **your schedule** states an alternative cancellation condition and always subject to the current **period of insurance** being claim free.

- In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis unless **your schedule** states an alternative cancellation condition and always subject to the current **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled, **we** will retain 100% of the premium and no refund will be due to **you**.

Language

Unless otherwise agreed in writing, the language of **your policy** and all communications relating to it will be in English.

Choice of Law

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of the country within which the **risk address** is based, and subject to the exclusive jurisdiction of the courts of that country.

Customer Service

Plum Underwriting and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

Customer Complaints Procedure

In the unlikely event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown in **your schedule**.

Data Protection Act

The personal and business information **you** gave us may be used in a number of ways, for example, to make underwriting and claims handling decisions and for fraud detection and prevention. **We** may share **your** information with, and obtain information about **you** from, other insurers, credit reference agencies, fraud prevention agencies, regulatory authorities and third-party agents who provide services **on** our behalf.

If the information **you** gave **us** is sensitive personal data, **you** consent to **our** use of such information as set out above. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of that person to disclose the information to **us** and for **us** to use it as set out above.

Financial Services Compensation Scheme

All **underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The scheme contact details are as follows:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
EC3A 7QU
United Kingdom

Telephone: 0800 678 1100

Further information about the Scheme is available from the Financial Services Compensation Scheme: www.fscs.org.uk.

Authorisation

Plum Underwriting Limited is registered in England and Wales: 04509589, Buzzards Hall, Friars St, Sudbury, Suffolk, CO10 2AA, United Kingdom.

Plum Underwriting Limited is authorised by the Financial Conduct Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules in Ireland.

HSB Engineering Insurance Limited is registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP, United Kingdom. Registered as a branch in Ireland 906020, Pembroke House, 28-32 Upper Pembroke Street, Dublin 2, Ireland.

HSB Engineering Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK and is regulated by the Central Bank of Ireland for conduct of business rules in Ireland.

You can check these details on the UK's financial services register by visiting the website www.fca.org.uk/register or by contacting the Prudential Regulation Authority on 00 44 207 601 4878.

The Prudential Regulation Authority's address is:

The Prudential Regulation Authority
20 Moorgate
London EC2R 6DA
United Kingdom

The Financial Conduct Authority's address is:

The Financial Conduct Authority
25 The North Colonnade
Canary Wharf
London E14 5HS
United Kingdom