

Contract Works (Annual)

Policy Wording





INTRODUCTION

This policy (and the schedule and statement of fact which form an integral part of the policy) is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not, please advise your insurance intermediary immediately.

We remind you that you are required to inform us immediately of any material facts or changes. Failure to do so may invalidate your policy or result in certain covers not operating fully. If you are in any doubt as to whether a fact or change is material or not, please contact your insurance intermediary

Intact Insurance Ireland DAC (herein called the Company) and the Insured agree that

- a. this Policy the Schedule (including any Schedule issued in substitution) the Statement of Fact and any Memoranda shall be considered the contract and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears and
- b. any information supplied by the Insured or their insurance broker or agent or intermediary shall be incorporated into the contract and
- c. the Company has relied on the information provided by the Insured and/or their intermediary in correspondence Statements of Fact and other communications in providing the insurance and
- d. the Company shall provide the insurance described in the contract subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium and
- e. all monies which become or may become due under this Policy will in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless we specifically say otherwise and
- f. all amounts in the contract are stated in Euro currency amounts unless specifically stated to the contrary and
- g. the parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract The Company proposes that the contract will be governed by Irish Law and
- h. all communications between the Insured and the Company will be in English and
- i. Stamp Duty has been or will be paid in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended)

Intact Insurance is a registered business name of Intact Insurance Ireland Designated Activity Company (DAC). Intact Insurance Ireland DAC trading as Intact Insurance is regulated by the Central Bank of Ireland and is a private company limited by shares registered in Ireland under number 148094 with registered office at Intact House, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16.



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DEFINITIONS

CONTRACT	As detailed in the Schedule
DAMAGE	DAMAGE in capital letters shall mean physical loss destruction or DAMAGE
DEFERRED PURCHASE	Deferred Purchase shall mean an arrangement whereby the Insured enters into an agreement which entitles the Insured to defer payment for Property for a period in excess of usual trade credit
NOTICE OF ADJUDICATION	Notice of Adjudication shall mean any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication
PROPERTY	Property shall mean those Items detailed in the Schedule
REINSTATEMENT	Reinstatement shall mean a) where any item of Property suffers DAMAGE to the extent that it cannot be economically repaired replacement by new Property of equal performance and/or capacity or if such be impossible replacement by new Property having the nearest overall performance and/or capacity to the Property which has suffered DAMAGE b) where any item of Property otherwise suffers DAMAGE the repair of the DAMAGE and the restoration of the portion of Property suffering DAMAGE to a working condition substantially the same as but not better or more extensive than its condition when new
TERRITORIAL LIMITS	Territorial Limits shall mean Republic of Ireland The United Kingdom the Isle of Man and the Channel Islands
TERRORISM	Terrorism shall mean an act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

COVER

DAMAGE TO THE CONTRACT/ EMPLOYEES/EFFECTS

In the event of DAMAGE (subject to any exclusions) to Property described under Item(s) 1 and 4 of the Property happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits the Company will pay to the Insured the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the DAMAGE or at its option reinstate or replace such Property

DAMAGE TO OWNED PROPERTY

In the event of DAMAGE (subject to any exclusions) to Property described under Item 2 of the Property owned by or on Deferred Purchase or lease to the Insured happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits and at the time of such DAMAGE the Property is

- a) less than or equal to 1 year old from the date of sale as new the amount payable by the Company shall be Reinstatement
- b) more than 1 year old from the date of sale as new the Company will pay to the Insured the value of the Property at the time of the DAMAGE or the cost of repair of the DAMAGE to a condition substantially the same as but not better or more extensive than the condition at the time of the DAMAGE or at its option reinstate or replace such Property

DAMAGE TO HIRED IN PROPERTY

In the event of DAMAGE (subject to any exclusions) to Property described under Item 3 of the Property hired in by the Insured happening during the Period of Insurance whilst situated or in transit anywhere within the Territorial Limits the Company will pay to the Insured all sums which the Insured shall become legally liable to pay for

- a) DAMAGE to the Property hired in by the Insured
- b) hiring charges levied upon the Insured in consequence of such DAMAGE

LIMIT OF LIABILITY

The liability of the Company shall not exceed in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause the Limit of Indemnity set against each Item in the Schedule

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had such DAMAGE been sustained by any one of the Insured parties or legal entities

Where the basis of payment is to be Reinstatement payment of Reinstatement shall not be made

- a) unless Reinstatement commences and proceeds without unreasonable delay
- b) until Reinstatement has been carried out
- c) if the Property insured at the time of its DAMAGE shall be insured by any other insurance effected by or on behalf of the Insured which is not upon the same basis of Reinstatement

If at the time of Reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the Property exceeds the Limit of Indemnity thereon at the commencement of any DAMAGE the liability of the Company shall not exceed that proportion of the amount of the DAMAGE which the Limit of Indemnity shall bear to the sum representing the cost of reinstating the whole of the Property at that time

MEMORANDA

TERRORISM PROVISION

Subject otherwise to the terms and conditions of this Policy insofar as this Policy covers DAMAGE or loss resulting from DAMAGE caused by fire or explosion the Company Liability for DAMAGE or loss resulting from DAMAGE in the United Kingdom (not including the Channel Islands and the Isle of Man) other than in Northern Ireland by fire or explosion occasioned by or happening through or in consequence directly or indirectly of Terrorism in respect of all losses arising out of any one event shall not exceed

- a) the following limits after the application of all the provisions of this Policy including the Insureds contribution

	Limit of Liability
Property DAMAGE Insurance	£100,000
Business Interruption	} £100,000
Consequential Loss	
Increase in Cost of Working	

or

- b) any Limit of Indemnity in the Schedule
whichever is lower

Any provision in this Policy which provides for any Limit of Indemnity to be automatically restored following a loss shall not apply to losses covered under this provision

MAINTENANCE

The cover provided by this Policy in respect of Item 1 of the Property is extended to include DAMAGE to the permanent works (subject to any exclusions) occurring during any maintenance or defects liability period not exceeding 12 months duration specified in the conditions of contract caused by the negligence of the contractor in the course of any visits to the site of the Contract for the purpose of complying with their obligations under the maintenance conditions of the contract

OFFSITE STORAGE

The Cover provided by this policy in respect of Item 1 of the Property is extended to include DAMAGE occurring (subject to any exclusions) whilst such Property is temporarily held in store away from the site of the Contract in secure and lockfast premises anywhere in the Territorial Limits provided

- a) that in the event of DAMAGE the Insured shall produce reasonable proof that the materials in storage were purchased specifically for incorporation within a Contract
- b) that the liability of the Company under this memorandum shall not exceed in total in respect of any one incident of DAMAGE or series of incidents of DAMAGE from a common cause 10% of the Limit of Indemnity stated in the Schedule

INDEMNITY TO INSURED'S EMPLOYER/ PURCHASER/ PRINCIPAL

The Cover provided by the Policy is extended to include the Insureds employer/purchaser/principal solely to the extent required by the conditions of contract in force between the Insured and the employer/purchaser/principal provided that such employer/purchaser/principal shall as if they were the Insured observe fulfill and be subject to the terms exclusions and conditions of the Policy

EXPEDITING COSTS

The Cover provided by this Policy is extended to include the necessary and reasonable costs of effecting temporary repairs and expediting permanent repair including overtime working and the use of express or other means of rapid transport providing that the Company approval of such means of repair has been obtained and the Company liability does not exceed 10% of the normal costs of repair or £2,000 whichever is the lesser which shall be in addition to the Limit of Indemnity stated in the Schedule

CONTRACT CONDITIONS

If required by the terms of the conditions of contract (subject to any exclusions) the Cover provided by this Policy in respect of Item 1 of the Property is extended to include a period of 14 days following the issue of a certificate of completion but nothing within

this extension shall cause the Company to be liable for any DAMAGE due to or arising out of the use or occupation by the employer/purchaser/principal his agents servants or other contractors (not being employed by the Insured) of any part of the Contract

PROFESSIONAL FEES

The cover provided by this Policy in respect of Item 1 of the Proper ty is extended to include consulting engineers architects and surveyors fees or other professional fees of similar nature necessarily incurred in the reinstatement of the Proper ty consequent upon its DAMAGE but not for preparing any claim it being understood that the amount payable for such fees shall not increase the liability of the Company beyond the Limit of Indemnity stated in the Schedule

DEBRIS REMOVAL

The Cover provided by this Policy in respect of Item 1 of the Proper ty is extended to include costs and expenses necessarily and reasonably incurred by the Company with the consent of the Company in

- a) removing debris
- b) dismantling or demolition
- c) shoring or propping up

of the portion or portions of the Proper ty suffering DAMAGE by any peril for which Cover is provided by this Policy provided that the liability of the Company

- i) shall not exceed 10% of the Limit of Indemnity in the Schedule
- ii) shall not be increased beyond the Limit of Indemnity stated in the Schedule
- iii) shall exclude any costs or expenses arising from pollution or contamination of proper ty not insured by this Policy

ESCALATION CLAUSE

The Cover provided by this Policy in respect of Item 1 of the proper ty may be increased by an amount not exceeding 25% of the Limit of Indemnity stated in the Schedule provided that such increase is included in the turnover declared to the Company in accordance with the General Condition – Declaration

LOCAL AUTHORITIES CLAUSE

The Cover provided by this Policy in respect of Item 1 of the Proper ty is extended to include such additional cost of reinstatement of Proper ty which has suffered DAMAGE 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 Parliament or with bye-laws of any public authority excluding

- a) the cost incurred in complying with any of the aforesaid regulations or bye-laws
 - i) in respect of DAMAGE occurring prior to the granting of this memorandum
 - ii) under which notice has been served upon the Insured prior to the happening of the DAMAGE
 - iii) in respect of Proper ty or portions of Proper ty which has not suffered DAMAGE
- b) the additional costs that would have been required to make good the Proper ty which has suffered DAMAGE 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 charge or assessment arising out of capital appreciation which may be payable in respect of the Proper ty or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws

provided

- a) the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months after the DAMAGE or within such further time as the Company may allow (during the said 12 months) and may be carried out upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the Company under this memorandum not being thereby increased

- b) if the liability of the Company under this Policy apart from this memorandum shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this memorandum shall be reduced in like proportion
- c) the total amount recoverable shall not exceed the Limit of Indemnity stated in the Schedule
- d) all the terms exclusion and conditions of the Policy except in so far as they are varied hereby shall apply as if they had been incorporated herein

MMOBILISED PROPERTY

The Cover provided by this Policy in respect of Item(s) 2 and 3 of the Property is extended to include costs necessarily and reasonably incurred by the Insured to recover Property which has become accidentally immobilized during normal operations other than by its own explosion mechanical or electrical breakdown failure breakage or derangement (including but not limited to DAMAGE caused by any failure to maintain the Property in accordance with the manufacturers recommendations but not including DAMAGE caused by the error or omission of the driver(s) or operator(s) of the property other than in respect of failure to maintain) provided that

- a) the liability of the Company shall not exceed €32,000 in respect of all recoveries during any Period of Insurance
- b) such costs do not exceed the sum which would otherwise have been payable under the terms of this Policy had such costs not been incurred
- c) the Company shall not be liable in respect of DAMAGE in order to effect recovery of Property

EMPLOYEES TOOLS AND EFFECTS

The Cover by this Policy in respect of Item 4 of the Property is extended to apply during transit to or from the Contract site (including associated loading and unloading)

AUTOMATIC REINSTATEMENT OF SUMS INSURED

In the event of DAMAGE for which indemnity is provided by the Policy the Limit of Indemnity in respect of Items 1 2 and 4 stated in the Schedule will be automatically reinstated without additional cost in respect of DAMAGE the cost of which does not exceed 10% of the Limit of Indemnity stated in the Schedule of €32,000 whichever is the lesser.

EXCLUSIONS

This Policy does not cover

BREAKDOWN	DAMAGE to Property caused by its own explosion mechanical or electrical breakdown failure breakage or derangement including but not limited to DAMAGE caused by any failure to maintain the Property in accordance with the manufacturers recommendations but not including DAMAGE caused by the error or omission of the driver(s) or operator(s) of the Property other than in respect of failure to maintain
DEFECTIVE DESIGN	DAMAGE to and the cost necessary to replace repair or rectify a) Property which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property or any part thereof but not including DAMAGE to other Property which is free of the defective condition but suffers DAMAGE in consequence thereof b) Property which is required to enable the replacement repair or rectification of Property excluded by a) above In respect of property which is experimental or a prototype or of unproven design the Policy excludes all costs of DAMAGE due to fault defect error or omission in design plan specification material or workmanship including DAMAGE to other Property which is damaged as a consequence of such fault defect error or omission For the purpose of this Exclusion the Property shall not be regarded as having suffered DAMAGE solely by virtue of the existence of any defect plan specification materials or workmanship in the Property or in any part thereof
EXISTING PROPERTY	any existing structure or other property not forming part of the Property
IMPROVEMENTS INEVITABLE DAMAGE	any costs incurred in connection with or in consequence of improvements or overhauls following DAMAGE but not forming part of the Contract DAMAGE arising from a deliberate act or omission of the Insured which could reasonably have been expected having regard to the nature and circumstances of such act or omission except were such deliberate act or omission is to minimise or avoid damage or injury
INSURED PREMISES	DAMAGE to Item 1 of the Property occurring upon premises owned or rented by or on lease to the Insured or sub-contractors or manufacturers of materials designated for incorporating in the works but this shall not exclude DAMAGE at such premises occurring during loading for despatch to the site of the Contract or during unloading on return from the site of the Contract
NUCLEAR	DAMAGE to a) nuclear material b) any constructional work including decommissioning in or of any building plant equipment or other property which has been used or is designed to be used for the production or use of nuclear material without the prior agreement of the Company
MONEY	deeds bonds bills of exchange promissory notes cash bank notes cheques and securities for money or stamps
PERMANENT WORKS	DAMAGE to the permanent works or any part thereof after such works have been taken over or taken into use (whichever is the earlier) by the employer/purchaser/principal (except as provided for by the Memorandum – Maintenance)
REFRACTORY LININGS	DAMAGE to refractory linings from commencement of first application of heat

RUBBER TYRES	DAMAGE to rubber tyres unless such DAMAGE arises out of an accident for which Cover is provided under this Policy to other parts of the Property or unless such DAMAGE arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable
SPECULATIVE BUILDING	DAMAGE to any works constructed on a speculative basis occurring after substantial completion thereof
UNEXPLAINED LOSSES	loss of Property due to theft or otherwise missing unless such loss is identifiable by the Insured with a specific occurrence which has been notified under the terms of Claims Condition – Action By The Insured
VEHICLES REGISTERED FOR ROAD USE	any vehicle for which a road fund licence and / or certificate of motor insurance is required other than mechanically or electrically propelled contractors plant
WATER BORNE VESSELS	DAMAGE to waterborne vessels or craft or Proper ty on such vessels or craft
UNDERGROUND WATER DAMAGE AND RECOVERY	a) DAMAGE to proper ty occurring underground or underwater b) Recovery costs and abandonment in respect of Proper ty underground
INSURED CONTRIBUTIONS	the excess stated in the Schedule being the first part of each and every claim to be borne by the Insured as ascertained after the application of all other terms and conditions of the Policy other than those stated in the Memorandum – Terrorism Provision
POLLUTION OR CONTAMINATION	DAMAGE caused by pollution or contamination except (unless otherwise excluded) DAMAGE caused by pollution or contamination which itself results from any DAMAGE
TRANSIT BY SEA AND AIR	DAMAGE occurring whilst the Proper ty is in transit by sea or air or whilst offshore on rigs or vessels
CORROSION OR EROSION	DAMAGE consisting of or caused by any form of corrosion or erosion howsoever the same may arise but this exclusion shall not apply to DAMAGE to any other part of the Property free from such corrosion or erosion
WEAR AND TEAR	DAMAGE consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the Proper ty but this exclusion shall not apply to DAMAGE to any other part of the Proper ty free from any such condition
FINANCIAL LOSS	loss of any kind whatsoever not specifically covered by this Policy including financial loss loss of profits loss due to delay or any consequential loss of any kind whatsoever not specifically covered by this Policy
RIOT STRIKE AND CIVIL COMMOTION	DAMAGE caused by riot strike lockout or civil commotion
WAR	DAMAGE caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority

RADIOACTIVE CONTAMINATION

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

- a) ionizing radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactivity toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

WAR AND TERRORISM EXCLUSION

loss damage cost expense or legal liability 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
- (2) any Act of Terrorism
- (3) in Northern Ireland civil commotion (other than in respect of legal liability under liability insurance if insured)

For the purpose of this endorsement an Act of Terrorism means an act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar 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) and/or (3) above

If the Company or Insurers allege(s) 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

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

ELECTRONIC RISK EXCLUSION

notwithstanding anything that appears to the contrary in the policy wording and subject always to the terms exceptions and conditions of this Policy

- (A) any DAMAGE to Data or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insured's Business consequent upon DAMAGE to Data for the purpose of this exclusion DAMAGE to Data shall include but not be limited to:
 - (i) loss destruction or corruption of Data whether in whole or in part
 - (ii) unauthorised appropriation use access to or modification of Data
 - (iii) unauthorised transmission of Data to any third parties
 - (iv) DAMAGE arising out of any misinterpretation use or misuse of Data
 - (v) DAMAGE arising out of any operator error in respect of Data
- (B) any Damage to the Property Insured or loss (including for the avoidance of doubt consequential loss) resulting from interruption or interference with the Insured's Business consequent upon Damage to the Property Insured arising directly or indirectly from or caused directly or indirectly by
 - (i)
 - (a) the transmission or impact of any Virus
 - (b) unauthorised access to a System
 - (c) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business

- including but not limited to any diminution in the performance of any website or electronic means of communication
- (d) failure of a System

in each case other than Damage to the Property Insured caused by any of the Covers insured provided that such Damage does not arise by reason of any malicious act or omission

or

- (ii) any of the matters described in paragraph (A) above

DEFINITIONS

For the purposes of this exclusion

- (1) Damage means loss or destruction or damage to the Property Insured and any loss or destruction of or damage to Data
- (2) Data means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware
- (3) Failure of a System means the complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by the Insured to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities
- (4) System includes computer other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any Computer Installation
- (5) Microchip means a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and micro controllers
- (6) Virus means a programming code designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets and internet or electronic mail or attachments thereto or via floppy diskettes or CDROMs or otherwise and whether involving self-replication or not

BIOLOGICAL OR CHEMICAL CONTAMINATION EXCLUSION

regardless of any contributory causes any loss DAMAGE cost expense or legal liability directly or indirectly arising out of Biological or chemical contamination due to 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 force or violence and/or threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

For the purpose of this endorsement contamination means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances

If the Company or insurers allege(s) that by reason of this exclusion any loss DAMAGE cost expense or legal liability is not covered by this Policy the burden of proving the contrary shall be upon the insured.

SPECIAL CONDITIONS

CONDITION PRECEDENT	All of the Special Conditions are conditions precedent to the liability of the Company under this Policy
CESSATION OF WORK	If from any cause work on the site of Contract shall cease for a period exceeding 3 consecutive months then the Company shall have no liability for DAMAGE occurring upon such site unless otherwise expressly stated and agreed by the Company in writing
EMPTYING OF TANKS	From the time of commencement of emptying fluid from any tank the Insured shall ensure that all valves and vents intended to be open shall be padlocked in an open position Where covers of such valves and vents cannot be padlocked in an open position they shall be dismantled and placed in a secure store until completion of emptying operations
MULTIPLE LIFTING	Any lifting operations in which a single load is shared between more than one item of lifting equipment at the same time (of which at least one item of the equipment involved in such lifting operations is covered by this Policy) must conform to BS7121 specification for multiple lifting
REASONABLE PRECAUTIONS	The Insured shall take all reasonable precautions to prevent DAMAGE
SPECIAL PRECAUTIONS	The Insured shall maintain the Property in an efficient condition and fit for its purpose and shall ensure that any Property requiring inspection or test under any statute or order or regulation shall be so inspected or tested
TESTING / COMMISSIONING	The cover provided by the Policy in respect of DAMAGE directly or indirectly caused by or connected with the testing commissioning or operation of Item 1 of the Property is restricted to such DAMAGE arising solely from the testing commissioning or operation of new Property for a period not exceeding one month from the commencement of such testing commissioning or operation but excluding any DAMAGE directly or indirectly caused by or connected with the testing commissioning or operation of Property which is not new or which is a prototype or experimental or unproven design

GENERAL CONDITIONS

ALTERATION

This Policy shall be avoided with respect to any of the Property in regard to which there is any alteration after the commencement of this Policy

- a) whereby the risk of DAMAGE is increased either temporarily or permanently or
- b) whereby the interest of the Insured ceases except by will or operation of law unless admitted by the Company in writing
- b) whereby the business be wound up or carried on by a liquidator or receiver or permanently discontinued

DECLARATION

The premium payable under this Policy is provisional and subject to adjustment

At the end of the contract the Insured shall declare to the Company the information specified in the Schedule as Declaration Information

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

If the actual premium differs from the provisional premium the Insured shall pay or the Company shall refund the difference subject to a minimum retention by the Company of any minimum retained premium referred to in the Schedule or 50% of the provisional premium whichever is the greater

POLICY VOIDABLE

This Policy shall be avoidable in the event of misrepresentation mis-description or non-disclosure in any material particular

RIGHT TO EXAMINE

The Company representatives shall have the right to examine at all reasonable times any Property

CANCELLATION

This Policy may be cancelled

- a) by the Company sending thirty days notice to the Insureds last known address who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company
- b) by the Company sending seven days notice to the Insureds last known address in the event of non payment of any monthly premium on its due date where the Policy is issued or renewed on the basis of monthly premiums
- c) by the Insured who shall be entitled to a proportionate return of premium provided that no claims have been or will be notified to the Company

CURRENCY

All premiums and claims under this Policy shall be paid in the Republic of Ireland in Euro

CLAIMS CONDITIONS

ABANDONMENT

The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not

ACTION BY THE INSURED

- a) In the event of receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to the Company
- b) In the event of any incident of DAMAGE in consequence of which a claim is or may be made under this Policy the Insured shall
 - i) notify the Company immediately
 - ii) notify the police authority immediately it becomes evident that any loss has been caused by malicious persons
 - iii) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss
 - iv) deliver to the Company at the Insureds expense
 - 1) full information in writing of the loss
 - 2) details of any other insurances on any Property hereby insuredwithin 30 days after such DAMAGE (7 days in the case of DAMAGE caused by riot civil commotion strikers locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow
- 3) all such proofs and information relating to the claim as may be reasonably required
- 4) if demanded a statutory declaration of the truth of the claim and of any matters connected with it
- c) No claim under this Policy shall be payable unless the terms of this condition have been complied with

FRAUD

If a claim is dishonest or fraudulent in any respect or if dishonest or fraudulent means are used by the Insured or by anyone acting on his behalf to obtain any benefit under this Policy or if any DAMAGE is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

CONTRIBUTION

If at the time any claim arises there is any other insurance effected by or on behalf of the Insured insuring any DAMAGE covered by this Policy the liability of the Company hereunder shall be limited to its rateable proportion of such loss

SUBROGATION

Any claimant under this Policy shall at the request and expense of the Company provide such information and co-operation as the Company may require and shall take and permit to be taken all steps for enforcing rights against any other party in the name of the Insured before or after any payment is made by the Company

ARBITRATION

All differences arising out of the policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two arbitrators one to be appointed by each of the parties in writing or in the case of disagreement of an umpire appointed by the arbitrators in writing before entering upon the reference. The costs of the reference and the award shall be in the discretion of the arbitrator arbitrators or umpire making the award whose award shall be a condition precedent to any liability of the Company or any right of action against the Company in respect of any claim. If the Company shall disclaim liability to the Insured for any claim and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

The term claim shall include any demand upon the Company by reason of this Policy



ADDITIONAL INFORMATION

(not forming part of your contract)

Intact Insurance Data Protection Notice

At Intact Insurance we are committed to ensuring that your personal data is protected. To keep you informed, we have created a Data Protection Notice which explains how we use any personal data we collect about you and how you can exercise your data protection rights. A copy of this Data Protection Notice can be found in the Terms of Business which is issued in conjunction with the policy document and also included within renewal documentation. The Data Protection Notice may be updated from time to time. It can be accessed at; www.intactinsurance.ie.

Customer Complaints Procedure

We are committed to providing our customers with a high standard of service at all times. If you have a complaint in connection with company service, the details of your policy, perceived conflict of interest or treatment of a claim please contact your Insurance Broker or our Customer Service team at;

Intact Insurance Ireland DAC
Intact House
Dundrum Town Centre
Sandyford Road
Dublin 16
D16 FC92.

Telephone: 01 290 1000 / Outside Ireland: 00353 1 290 1000

Email: complaints@intactinsurance.ie

In the event of your complaint not being resolved to your satisfaction you may contact:

The Financial Services and Pension Ombudsman (FSPO), 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone +353 567 7000. Email: info@fspoi.ie

You may appeal a Financial Services and Pension Ombudsman finding to the High Court. We will not bear the cost of any appeal you bring.



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