

policy document / **tradesmen insurance**



**great service and
better benefits**

October 2016

redefining / standards



welcome to your AXA Tradesmen insurance policy

Thank you for choosing AXA as your insurer. We are one of the largest insurance groups in the world. Here in Ireland, we have insured commercial property for more than 250 years.

You chose us because you need protection. You also want a level of service second to none and, if you need help with claims, we will be there when you need us most.

This is your policy document. It is the contract that we have made with each other. We appreciate insurance can be a complicated business so we have designed the layout to make it as easy as possible to follow.

Please read it carefully and if you have any questions, please contact your Broker or your local AXA Insurance office.

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your policy

Welcome to **your** AXA Tradesmen policy and thank **you** for choosing AXA.

The information **you** have given forms part of the contract of insurance with **us**. **Your** policy, policy schedule and endorsements are evidence of that contract. **You** should read these carefully and keep them in a safe place.

In return for having accepted **your** premium **we** will provide insurance as described in the following pages of **your** policy.

Your policy wording is divided into a number of sections and must be read together with **your** policy schedule. Where a section does not apply **your** policy schedule will state that cover is 'Not Insured'

On behalf of AXA Insurance dac



Phil Bradley, Chief Executive, AXA Insurance dac
Registered number 136155. Registered office Wolfe Tone House, Wolfe Tone Street, Dublin 1

Important

We recommend **you** read this policy with **your** policy schedule to make sure that it meets **your** needs. If **you** have any questions please contact **us** or **your** insurance broker.

Please read the complaints procedure in the Caring For You section.

We have designed **your** policy booklet to help **you** understand the cover provided. **You** will find the following headings on many pages:

What is covered

Under this heading **we** give detailed information on the insurance provided and this must be read with 'What is not covered' at all times.

What is not covered

Under this heading **we** draw **your** attention to what is not included in **your** policy.

The law that applies to this policy

You and **we** are free to choose the law applicable to the policy. As **we** are based in the Republic of Ireland **we** propose to apply the law of the Republic of Ireland and by purchasing this policy **you** have agreed to this.

definitions

These definitions apply throughout the policy booklet. Additional definitions exist for the Personal accident section.

Where **we** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy.

The definitions are listed alphabetically:

Asbestos

Asbestos or asbestos fibres or derivatives of asbestos or any material containing asbestos.

Claims costs

1. All costs and expenses incurred by **us** or by **you** with **our** written permission in connection with the investigation defence or settlement of any claim against **you** which this policy covers.
2. If the following people attend court in connection with a claim **we** will also pay compensation to **you** at the following daily rates for each day attendance is requested:

a) any partner principal or director	€250
b) any employed person	€150

Employed person(s)

Any person while working for **you** in connection with **the business**:

1. under a contract of service or apprenticeship with **you**
2. who is hired or lent to **you** or borrowed by **you**
3. under a work experience training scheme
4. supplied to **you** or employed by **you** for labour only
5. who is self-employed and working under **your** control or supervision
6. on a voluntary basis

Event

Any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause.

Excess

The amount **you** must pay as the first part of each claim made.

Injury

Bodily injury death illness disease or nervous shock.

Offshore

On or working from or travelling by sea or air to from or between an offshore rig platform or similar offshore installation.

Pollution or contamination

Pollution or contamination of buildings or other structures or of water land or the atmosphere.
Loss damage or **injury** directly or indirectly caused by such pollution or contamination.

Territorial limits

Anywhere within the Republic of Ireland Great Britain Northern Ireland the Channel Islands and the Isle of Man other than offshore.

Terrorism

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat force or violence.

The business

The business activities clearly stated in your policy schedule under Business Description only and:

1. providing and managing the sports social educational and welfare organisations set up for **your employed persons** and first aid ambulance fire and security services
2. owning repairing maintaining and decorating **your** own property or premises **you** use
3. maintaining and repairing vehicles and machinery owned or used by **you**
4. private work by any **employed persons** for any director partner or senior official as long as this work is done with **your** prior permission

The business must be based in the Republic of Ireland. Any changes to the business activities must be advised to AXA immediately.

Virus or similar mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self replication or not including but not limited to trojan horses worms and logic bombs.

We / us / our

AXA Insurance dac.

You / your / yourself

The person people or company shown in the schedule as the Insured.

general conditions

These conditions apply throughout **your** policy.

General Conditions 1 to 5 relate to **your** obligations. **You** must comply with these to have the full protection of **your** policy.

If **you** do not comply with them **we** may at **our** option treat the policy as though it never existed or cancel the policy or refuse to deal with **your** claim or reduce the amount of any claim **we** pay.

1. Alteration of risk

You must give us notice as soon as practical of any alteration or change affecting the risk insured other than the number of employees which can be disclosed to us at year end declaration. If we accept any such alteration or change it may effect the premium terms or conditions of the cover. We do not have to accept any alteration or change affecting the risk.

2. Claims procedure

- a) **You** must give **us** notice as soon as practical of any **event** which might lead to a claim under this policy. **You** must give **us** all the information **we** need and send **us** every letter writ summons or other document. **You** must tell **us** about any prosecution inquest or fatal accident inquiry or dispute for referral to adjudication in connection with any **event** for which there may be liability under this policy.
- b) **You** must not admit liability or agree to accept the decision of any adjudication without **our** written permission. **We** will be entitled to take over and carry out in **your** name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for indemnity or compensation against anyone else.

3. Reasonable precautions

You must take all reasonable steps to prevent accidents **injury** or loss of or damage to **your** property or the property of others.

4. Basis of Rating

- a) The premium is based on the total number of people shown in **your** policy schedule. You must advise us either during the period of insurance or at the year end declaration if this number changes and pay any additional premium that may be due.
- b) If employed persons are engaged in connection with the business on a temporary basis you must include these at year end declaration. However if the total number of working days for all temporarily **employed persons** in any one period of insurance is less than 50 days cover will automatically be provided and **you** do not need to tell **us**.

5. Fraud

If a claim is made **you** and anyone acting on **your** behalf must not act dishonestly in any way or provide false information.

6. Cancellation

Your rights

You may cancel this policy within 14 days of the policy start date in the first year of insurance by giving written notice to **your** insurance broker at the address shown in their correspondence or to AXA Insurance at the address shown on **your** policy. This right does not apply to any renewal of the policy.

We will keep an amount of premium (€50 minimum) in proportion to the time **you** have been on cover and refund the rest to **you** as long as there have been:

- no claims made under the policy for which **we** have made a payment
- no claims made under the policy which are still under consideration
- no incidents likely to lead to a claim but are yet to be reported to **us**

If a claim has been made or there has been any incident likely to lead to a claim during the current period of insurance **we** will not refund the unused part of the premium.

Our rights

We do not have to accept any renewal of this policy and can cancel the policy by providing 14 days prior written notice by registered post to **your** last known address.

As long as **you** have not incurred eligible claims during the period **we** have been on cover **we** will keep an amount of premium in proportion to the time **you** have been on cover and refund the rest to **you**.

If a claim has been made or there has been any incident likely to lead to a claim during the current period of insurance **we** will not refund the unused part of the premium.

This cancellation will not affect any claims or rights **you** or **we** may have before the end of the notice period.

7. Instalments

If the premium on this policy is paid by **our** instalment plan and **you** do not pay each instalment on the due date all cover under the policy is cancelled from the date the instalment was due.

If the premium on this policy is paid by **our** instalment plan and during the current period of insurance:

- a claim has been made under the policy for which **we** have made a payment
 - a claim has been made under the policy which is still under consideration
 - an incident has happened which is likely to lead to a claim but is yet to be reported to **us**
- the annual premium remains due in full.

In this case monthly collections must continue or a one-off payment be agreed to settle the outstanding amount.

If the annual premium is not paid in full **we** may take any outstanding instalments from any claim payment that may be due to **you** or payable on **your** behalf. **We** will keep any instalments taken before the cancellation notice for the instalment agreement. Any refund of premium will be for any collections taken between the time of the notice and cancellation.

8. Non-disclosure/misrepresentation

You must disclose all facts and information that might be relevant to **our** assessment of the risk and all material representations made to **us** must be true and accurate otherwise **we** are entitled to treat the insurance as if it had never existed.

9. Other insurance

If at the time of any incident which results in a claim under this policy there is any other insurance covering the same legal liability loss or damage **we** will not pay more than **our** rateable proportional share.

10. Bona Fida Sub-Contractors

It is hereby warranted that all Sub-contractors engaged by the You to perform work for you or on your behalf shall have and maintain Employers and Public/Products Liability Insurance in respect of their liability for bodily injury loss of or damage to property and

- (a) You obtain confirmation that such bona fida subcontractor has in force and effect policies covering Employers Liability with an indemnity limit not less than EUR €13,000,000 any one occurrence and Public/Products liability with an indemnity not less than the Limit of Indemnity applicable to this policy in respect of any one claim or series of claims arising out of one cause or €6.5 million, whichever is the lesser amount.
- (b) The insurance covers are extended to indemnify the Insured as Principal against all liability arising from the negligence of the Sub-contractor

Only where we have identified and charged a separate premium for bona fida subcontractors we will indemnify you under this policy for the vicarious liability of any such bona fida subcontractor provided that you have complied with conditions a) and b) above.

For the purpose of this warranty 'bona fida subcontractor' shall mean any company or firm or individual who enters into a contract with you for the provision of services or the supply of goods or materials in conjunction with labour but this shall not include any firm or individual who enters into a contract of service with you for supply of labour only.

exclusions

Your policy is subject to exclusions and these tell **you** what is not covered.

General exclusions are set out below and apply throughout your policy under more than one section of cover.

Where exclusions apply to one specific section of **your** policy they are stated in 'What is not covered' under that section.

Additionally exclusions may be applied by endorsement and if so they will be stated in **your** policy schedule.

General exclusions

We will not pay for:

1. Radioactive contamination

- a) loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss and
- b) any legal liability directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

2. War risk

any loss damage or liability occasioned by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power.

3. Date recognition

failure by equipment (including hardware or software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

4. Terrorism

any loss damage cost or expense directly or indirectly caused by resulting from or in connection with **terrorism**.

5. Firearms

Injury or loss or damage arising from your ownership possession or use of any firearm or sporting gun.

Exclusions applicable to Section 4 (Own plant tools and equipment) Section 5 (Hired in plant) and Section 6 (Contract works)

We will not pay for:

1. Shortages

unexplained disappearance or inventory shortage.

2. Wear and tear

- a) loss or damage due to wear and tear or gradual deterioration rust action of light or atmospheric conditions.
- b) the cost of normal upkeep cleaning or normal repairs.

3. Sonic bangs

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

4. Confiscation risks

confiscation or loss of or damage to property by or under the order of any government or public or local authority.

5. Excess

the **excess** as specified in Section 4 (Own plant tools and equipment) Section 5 (Hired in plant) and Section 6 (Contract works) however if an incident results in a claim under more than one of these sections a single **excess** will apply for each incident. Where the **excess** varies between each section of cover the higher **excess** will apply.

section 1 – public liability

What is covered

1. Legal liability and claims costs

We will pay up to the limit of indemnity if **you** become legally liable to pay damages and/or claimants costs and expenses in respect of accidental:

- a) **injury** to any person
- b) loss of or damage to material property
- c) obstruction trespass nuisance or interference with any right of way air light or water
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy

occurring within the **territorial limits** during the period of insurance in connection with **the business** including legal liability caused by the nature or condition of anything supplied by you in the course of the business.

We will also pay **claims costs**.

2. Safety legislation costs

We will cover **you** and if you ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with a prosecution (including appealing against any judgement given) brought for breach of

- i) the Safety Health and Welfare at Work Act 2005
- ii) Consumer Information Act 1978
- iii) the Food Safety Authority of Ireland Act 1998

We will not cover proceedings:

- a) as a result of a deliberate act or failure
- b) unless arising from an incident which happens during the period of insurance in the course of **the business** and which directly relates to a claim or potential claim under this section.

We will not cover fines and penalties.

3. Manslaughter costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy
- b) prosecution costs awarded as a result of any conviction for such an offence

The maximum amount we will pay in total during any one period of insurance is €250,000

What is covered (continued)

We will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Senior Counsel that such appeal has strong prospect of success
- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- v) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- vi) costs and expenses insured by any other policy
- vii) costs and expenses of any investigation or prosecution brought other than under the laws of the Republic of Ireland.

4. Data Protection Act

If **you** are registered or are in the process of registration under Data Protection legislation (and the application has not been refused or withdrawn) **we** will cover **you** in respect of **your** legal liability to pay compensation for damage or distress occurring during the period of insurance in the course of **the business**

We will not cover:

- a) recording or providing information for reward or for working out the financial status of any person
- b) a deliberate act or failure

The maximum amount **we** will pay in total during any one period of insurance inclusive of **claims costs** is €250,000.

5. Additional persons

If **you** ask **we** will also provide cover for:

- a) i) any director or partner of **yours**
- ii) any **employed persons**
- against legal liability which **you** would have been entitled to be covered for under this section if the claim had been made against **you**
- b) i) any officer or member of **your** sports social educational or welfare organisations set up for the benefit of **employed persons**
- ii) anyone authorised by **you** to provide first aid ambulance fire or security services
- against legal liability arising from providing such services or facilities
- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent

What is covered (continued)

- d) any director or partner of **yours** or any **employed person** or their spouse or civil partner against legal liability incurred in a personal capacity in connection with a temporary visit outside the **territorial limits** other than legal liability arising out of the ownership or occupation of land or building
- e) anyone for whom **you** are carrying out a contract in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract
- f) legal personal representatives in the event of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person

We will only provide cover if:

- i) each person who is covered under this section keeps to the terms exclusions and conditions
- ii) **we** have control of all claims

If **we** have to provide cover for more than one person **we** will not pay more than the limit of indemnity.

Limit of indemnity:

The amount of the limit of indemnity is set out in **your** policy schedule.

- a) This is the maximum amount **we** will pay in respect of any one **event**.
- b) **We** will pay **claim costs** in addition to the limit of indemnity
- c) The cover will apply to each Insured named in the schedule as if a separate policy had been issued to each. If **we** cover more than one Insured **our** liability will not be more than the limit of indemnity
- d) **We** may at any time pay the limit of indemnity (after taking off any amount or amounts already paid) or any lesser amount for which a claim or claims can be settled. **We** will have no further liability in respect of such claim or claims except for **claims costs** incurred before the date of payment
- e) **We** will treat the limit of indemnity as the maximum total limit for all claims and **claims costs** during the period of insurance in connection with **pollution or contamination**. Upon paying the limit of indemnity in respect of one or more such claims **we** will have no further liability in respect of **pollution or contamination** during the period of insurance.
- f) **We** will treat the limit of indemnity as the maximum total limit for all claims and claims costs during the period of insurance in connection with the legal liability caused by the nature or condition of anything supplied by you in the course of the business. Upon paying the limit of indemnity in respect of one or more such claims we will have no further liability in respect of liability caused by the nature or condition of anything supplied by you during the period of insurance.

What is not covered

We will not pay for:

1. Excess

the **excess** shown in **your** policy schedule for loss of or damage to property.

2. Injury to employed persons

injury sustained by any **employed persons** arising out of and in the course of their employment with **you**.

3. Liability arising outside the territorial limits

legal liability arising outside the **territorial limits** except in respect of temporary visits

- a) to other member countries of the European Union
- b) elsewhere in the world where no manual work is involved undertaken by **you** or any person normally resident within the **territorial limits** on **your** behalf

4. Liability arising offshore

legal liability arising in connection with any person while **offshore**.

5. Property under your control

loss or damage to property owned by **you** or which is held in **your** care custody or control.

This exclusion does not apply to:

- a) premises which are leased let rented hired or lent to **you** as long as a tenancy or other agreement does not
 - i) give rise to legal liability that would not have attached in the absence of such agreement
 - ii) say that loss or damage must be insured under a property insurance policy arranged by **you** or on **your** behalf
- b) premises including contents which are not owned or rented by **you** where **you** are temporarily carrying out work in connection with **the business**
- c) **employed persons** or visitors vehicles or effects while on **your** premises

6. Aircraft and watercraft

legal liability arising from **you** owning possessing or using any:

- a) aircraft
- b) watercraft or hovercraft (other than watercraft not exceeding 8 metres in length or any hand propelled boat or pontoon)

7. Motor vehicles

legal liability arising from any mechanically propelled vehicles or trailers attached to them:

- a) in circumstances where it is compulsory that **you** have insurance or security under Road Traffic Act legislation or where insurance is provided by another policy
- b) whilst taking part in competitive sport or trials or tests
- c) outside the **territorial limits**

What is not covered (continued)

8. Damage to works/rectification of defects

- a) loss of or damage to goods or materials supplied or for use by **you** or which form part of work that **you** are carrying out or have completed. This exclusion will not apply to goods or materials forming part of work completed by **you** under a separate previous contract
- b) the cost or value of any defective harmful or unsuitable goods materials or work supplied used or undertaken
- c) expenditure incurred by anyone in
 - i) investigating or providing a remedy for
 - ii) removing reinstating replacing reapplying or rectifyingany defective harmful or unsuitable goods materials or work supplied used or undertaken

9. Recall/refunds

loss or expenditure incurred by anyone in recalling modifying disposing of or making a refund in respect of goods or materials supplied or used.

10. Design and advice

legal liability arising from advice instruction consultancy design formula specification inspection certification or testing undertaken or given for a fee.

11. Pollution and contamination

legal liability arising from **pollution or contamination** other than caused by a sudden and unexpected incident which takes place at a specific time and place during the period of insurance. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

12. Asbestos

legal liability in any way arising from or contributed to by:

- a) inhalation or ingestion of **asbestos**
- b) exposure to or fear of the consequences of exposure to **asbestos**
- c) the presence of **asbestos** in any property or on land
- d) investigating managing removing controlling or remediation of **asbestos**

13. Liability under agreement

legal liability assumed under agreement unless **you** allow **us** to undertake the conduct and control of claims.

14. Fines and penalties

liquidated damages fines or penalties.

What is not covered (continued)**15. Hazardous locations**

legal liability arising in connection with work undertaken in or on:

- a) aircraft or watercraft
- b) airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
- c) railways or railway installations
- d) docks or harbours
- e) quarries mines or collieries
- f) chemical or petro-chemical works oil refineries gas works or fuel storage facilities
- g) power stations or nuclear plant
- h) bridges viaducts tunnels dams chimney shafts towers or steeples
- i) legal liability caused by the nature or condition of goods supplied by you in connection with the business which is directly exported to the United States of America or Canada.

16. Property Used Elsewhere

- a) We shall not be liable for Injury loss or damage arising from the use of land or buildings owned or rented by You and not forming part of the Premises as described in the Schedule.
- b) We shall not be liable for Injury loss or damage arising from any premises owned or business conducted from outside the Republic of Ireland.

Fire precautions warranty

If blow lamps blow torches flame guns or hot-air guns are used away from **your** premises the precautions below must be followed at all times:

1. The area in which work is to be carried out must be examined and combustible property must be removed or covered by non-combustible materials
2. Suitable fire-extinguishing equipment must be available for immediate use at the point of work or as near as practical
3. Blow lamps blow torches and flame guns must not be lighted until they are required for use and must be put out as soon as they have been used
4. Lighted blow lamps blow torches and flame guns must not be left unattended
5. Hot-air guns must be switched off when unattended
6. When each period of work has been completed a thorough fire-safety check must be carried out. The fire-safety check must be carried out regularly for a period of at least one hour after the work has been completed

If electric oxyacetylene or other welding or cutting equipment or angle grinders are used away from **your** premises the precautions below must be followed at all times:

1. The area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition must be inspected to see whether combustible property other than the property to be worked on is in danger of catching fire.
2. All combustible property must be removed to at least six metres from the point of work. Property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection.
3. A person who is trained in how to use fire-extinguishing equipment must work with the person using the lighted flame equipment to act as a firewatcher. They must stay in the area until the lighted flame equipment is switched off.
4. Suitable fire-extinguishing equipment must be made available for immediate use at the point of work.
5. Gas cylinders that are not being used must be kept outside the building in which the work is taking place where practical but in any event at least 15 metres from the source of the heat.
6. When each period of work has been completed a thorough fire-safety check must be carried out in all areas referred to in Point 1 above. The fire-safety check must be carried out regularly for a period of at least one hour after the work has been completed.

Failure to follow any of the above precautions will mean **we** will not pay **your** claim.

section 2 – personal accident

Definitions

Where **we** explain what a word means that word will appear in bold print and will have the same meaning wherever it is used in this section. These definitions are in addition to the general Definitions that have already been described elsewhere in the policy booklet.

Bodily injury

A physical **injury** caused by an identifiable accident which within 12 months of the accident results in death disability or loss described under ‘What is covered’.

Insured person

Each of **your** principals partners or directors under 75 years of age

Loss of limb

Total loss by physical separation or permanent loss of use at or above the wrist or ankle.

Loss of sight

Total and irrecoverable loss of sight in one or both eyes.

Permanent total disability

Disability which having lasted for a continuous period of 2 years prevents the **insured person** from doing any work and that in the opinion of an independent medical referee will not improve.

Temporary total disability

Disability which temporarily prevents the **insured person** from pursuing their normal occupation.

What is covered

We will pay the benefits set out in **your** policy schedule to the **insured person** (or their legal representatives) if during the period of insurance they suffer **bodily injury**

Benefit A

- Death
- **Loss of sight**
- **Loss of limb**
- **Permanent total disability**

We will not pay benefits for more than one of the benefits shown.

Benefit A will only be payable if **bodily injury** arises out of the **insured person's** occupation in the course of **the business**.

Benefit B

Temporary total disability

Benefit will be paid for a maximum of 104 weeks from the date of disability excluding the first 14 days of disability.

Payments under Benefit B will stop as soon as Benefit A becomes payable or the insured person is able to work (whether full-time or part-time).

Any payment made for Benefit B will be deducted from the payment made for Benefit A.

What is not covered

We will not pay for:

1. Self inflicted injury

self inflicted **bodily injury** deliberately caused by the **insured person** except in an attempt to save someones life.

2. Pre-existing injury

bodily injury arising from or contributed to by any physical or mental condition which the **insured person** is or has been suffering from at any time during the two years before:

- a) the start of this section or
- b) commencement of cover for such **insured person**

3. Illness/gradual causes

bodily injury due to sickness or disease or any gradually developing bodily deterioration.

4. Alcohol/drugs

bodily injury arising from or contributed to by the use of alcohol or drugs (other than drugs taken under medical supervision and not for treating drug addiction)

5. Hazardous pursuits

bodily injury caused by engaging in or practising for:

- a) aeronautics or aviation other than as a fare paying passenger of a properly licensed passenger aircraft
- b) motor or horse racing rugby soccer gaelic football hurling camogie motor cycling or pillion riding or underwater activities involving the use of breathing apparatus
- c) mountaineering rock climbing or potholing
- d) any sport undertaken on a professional or semi-professional basis
- e) operational duties as a member of the Armed Forces

6. Terrorism

bodily injury arising directly or indirectly from **terrorism**

Conditions relating to benefit payments:

- 1 The maximum amount **we** will pay under Benefit B will not be more than 75% of the average weekly income of the **insured person** (excluding overtime commission and bonuses) over the 12 months prior to the benefit becoming payable
- 2 **We** will not presume accidental death if the **insured person** disappears
- 3 If an **event** happens which may lead to a claim under this section the **insured person** must go to a qualified medical practitioner as soon as possible
- 4 The **insured person** must give **us** reports certificates and information **we** ask for in support of a claim. The **insured person** must have a medical examination at **our** expense if **we** ask
- 5 **We** do not have to accept or be affected by any trust charge or assignment relating to this insurance.

Section 3 – employers liability

What is covered

1. Legal liability and claims costs

We will pay up to the limit of indemnity if **you** become legally liable to pay damages and/or claimants costs and expenses together with **claims costs** in respect of **injury** to any **employed person** normally resident in the Republic of Ireland caused within the **territorial limits** during the period of insurance in connection with **the business**.

2. Safety legislation costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against costs and expenses **we** approve and costs awarded against **you** or any director or partner of **yours** or **employed persons** arising in connection with prosecution (including appealing against any judgement given) brought for breach of the Safety Health and Welfare at Work Act 2005

We will not cover proceedings:

- a) as a result of a deliberate act or failure
- b) unless arising from an incident which happens during the period of insurance in the course of **the business** and which directly relates to a claim or potential claim under this section.

We will not cover fines and penalties.

3. Manslaughter costs

We will cover **you** and if **you** ask any director or partner of **yours** or any **employed persons** against

- a) legal costs and expenses **we** approve in
 - i) the course of an investigation leading to the offence of
 - ii) defending the Insured against criminal proceedings in connection with a charge of
 - iii) an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide as a result of any death happening during the period of insurance which may be the subject of indemnity under the policy
- b) prosecution costs awarded as a result of any conviction for such an offence

The maximum amount we will pay in total during any one period of insurance is €250,000

We will not pay

- i) the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **us**
- ii) fines or penalties or the cost of implementing any remedial order or publicity order
- iii) costs and expenses of an appeal unless advice has been obtained from a Senior Counsel that such appeal has strong prospect of success
- iv) costs and expenses of an appeal against any fine penalty remedial order or publicity order
- v) costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- vi) costs and expenses insured by any other policy
- vii) costs and expenses of any investigation or prosecution brought other than under the laws of the Republic of Ireland.

What is covered (continued)

4. Additional persons insured

If **you** ask **we** will also provide cover for:

- a) i) any director or partner of **yours**
ii) any **employed persons**
against legal liability which **you** would have been entitled to be covered for under this section if the claim had been made against **you**
- b) i) any officer or member of **your** sports social educational or welfare organisations set up for the benefit of **employed persons**
ii) anyone authorised by you to provide first aid ambulance fire or security services against legal liability arising from providing such services or facilities
- c) any director partner or senior official in respect of private work undertaken by **employed persons** with **your** consent
- d) anyone who **you** are carrying out a contract for in respect of legal liability arising out of the performance by **you** of the contract but only to the extent agreed under the contract.
- e) legal personal representatives in the event of the death of any person entitled to indemnity under this section but only in respect of liability incurred by such deceased person

We will only provide cover if:

- i) each person who is covered under this section keeps to the terms exclusions and conditions
- ii) **we** have control of all claims

If **we** have to provide cover for more than one person **our** liability for any one **event** will not be more than the limit of indemnity specified in the policy schedule.

5. Injury to working partners

If **you** are a working partner the cover will apply as though **you** were an **employed person** as long as:

- a) **injury** is sustained while **you** are working in connection with **the business**
- b) **injury** is caused by another partner or **employed person** while working in connection with **the business**
- c) **you** have a valid right of action for negligence against the other partner or **employed person**

Limit of indemnity:

The amount of the limit of indemnity is set out in **your** policy schedule:

this is the maximum **we** will pay in respect of any one **event** inclusive of **claims costs**

What is not covered

We will not pay for:

1. Road Traffic Act legislation

legal liability in respect of **injury** to any **employed person** when they are carried in or on or getting into or out of a vehicle where compulsory insurance or security is needed under Road Traffic Act legislation.

2. Liability arising outside the territorial limits

legal liability in respect of **injury** to any **employed person** arising outside the **territorial limits** except in respect of temporary visits elsewhere undertaken by any **employed person** normally resident within the **territorial limits**.

3. Liability arising offshore

legal liability in respect of **injury** to any **employed person** arising while **offshore**..

4. Health and Risk Assessment

We shall not be liable for any claim in respect of Injury to any employed person under this section unless a written Safety Statement (incorporating Risk Assessment) is in place based on the identification of hazards and assessment of risks in the workplace.

section 4 – own plant tools and equipment

What is covered

1. Loss or damage to property insured

We will pay **you** or at **our** option replace or repair in respect of loss of or damage to the property insured happening during the period of insurance. The maximum **we** will pay is the sum insured shown in **your** policy schedule.

The property insured is:

a) Own plant tools and equipment

Constructional plant machinery trailers tools equipment site huts or caravans (including their contents) belonging to **you** for use in connection with **the business** while on or next to the site of any contract carried out by **you** in transit by road rail or inland waterway or elsewhere within the **territorial limits**.

b) Stock

Stock-in-trade (other than described in a) above) belonging to **you** up to an amount of €2,500 for all such property while at **your** premises or in a securely locked compound or store within the **territorial limits** or in transit by road rail or inland waterway.

c) Personal tools

Portable tools and equipment including portable electronic equipment the personal property of **you** or **your** partners principals directors or **employed persons** up to €500 any one item of property and which are ordinarily used or needed on the site of any contract carried out by **you** in connection with **the business** anywhere within territorial limits and also if taken by you or your partners principals directors or employed persons in the course of a temporary visit to another member country of the European Union.

2. Reinstating the sum insured

In the event of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by **us** or **you** saying otherwise. **You** will have to pay an additional premium for this.

3. Immobilised plant

We will pay the necessary costs involved in recovering property insured which may become immobilised or immovable while being used in connection with any contract on which **you** are working.

What is not covered

We will not pay for:

1. Excess

the amount of the **excess** shown in **your** policy schedule.

2. Excluded property

loss of or damage to the following:

- a) any mechanically propelled vehicle for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites nor any vehicle used solely at contract sites and which is not licensed for road use.
- b) i) any aircraft
- ii) any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon)

3. Breakdown

mechanical or electrical breakdown or derangement.

4. Theft from unattended vehicles

theft or attempted theft of property insured while contained in an unattended vehicle or trailer unless there is evidence of forcible and violent entry to the vehicle or trailer.

5. Computers and systems

loss of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but not limited to any information or programs or software) and whether **your** property or not where such loss or damage is caused by programming or operator error **virus or similar mechanism** or hacking (meaning unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data).

section 5 – hired in plant

What is covered

1. Loss of or damage to the property insured

We will pay **you** or at **our** option replace or repair in respect of loss of or damage to the property insured happening during the period of insurance. The maximum **we** will pay is the sum insured shown in **your** policy schedule.

The property insured is constructional machinery tools equipment site huts or caravans **you** have hired to use in connection with **the business** while on the site of any contract or while being transported by road rail or inland waterway within the **territorial limits**.

2. Reinstating the sum insured

In the event of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by **us** or **you** saying otherwise. **You** will have to pay an additional premium for this.

3. Immobilised plant

We will pay the necessary costs involved in recovering property insured which may become immobilised or immovable while being used in connection with any contract on which **you** are working.

4. Continuing hire charges

We will insure **you** against legal liability

- a) to compensate the owner for loss of or damage to any hired machinery caused by its own breakdown or its own explosion
- b) to pay to the owner any hire charges lost as a result of:
 - i) the physical loss of or damage to the machinery
 - ii) a breakdown of the machinery due to the negligence or misuse by **you** or anyone working on **your** behalf but not any wilful act or wilful neglect by **you**.

We will pay the hire charges for the period during which the machinery is not working because of loss damage or breakdown for up to 90 days but not including the first 48 hours.

The maximum **we** will pay in respect of any one hire agreement is €25,000

What is not covered

We will not pay for:

1. Excess

the amount of the **excess** shown in **your** policy schedule.

2. Excluded property

loss of or damage to the following:

- a) any mechanically propelled vehicle for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.
- b) i) any aircraft
- ii) any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon)

3. Computers and systems

loss of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but not without limitation any information or programs or software) and whether **your** property or not where such loss or damage is caused by programming or operator error **virus or similar mechanism** or hacking (meaning unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data).

section 6 – contract works

What is covered

1. Loss of or damage to the property insured

We will pay **you** or at **our** option replace or repair in respect of loss of or damage to the property insured happening during the period of insurance. The maximum **we** will pay is the sum insured shown in **your** policy schedule.

The property insured is the permanent or temporary works carried out under any contract or development and materials used on or next to the site or being transported by road rail or inland waterway within the **territorial limits**.

2. Reinstating the sum insured

In the **event** of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by **us** or **you** saying otherwise. **You** will have to pay an additional premium for this.

3. Debris removal and professional costs

We will reimburse costs and expenses that **we** have approved for:

- a) i) removing debris
- ii) dismantling or demolishing
- iii) shoring up propping and fencing off
- iv) clearing or repairing drains and service mains on the site
- b) architects surveyors and consultants fees in connection with reinstatement of the property insured consequent upon its destruction or damage but not for preparing any claim

4. Subcontractors

In relation to any loss or damage caused by any of the specified perils defined in the JCT Standard Form of Building Contract **we** will not pursue any rights of recovery against subcontractors. This cover will only apply if:

- a) required by the terms of the contract
- b) the subcontractor follows the terms exclusions and conditions of **your** policy

5. Indemnity to principals

Your employer or principal are also covered under this insurance as necessary under the conditions of contract in force between **you** and **your** employer or principal as long as they follow the terms exclusions and conditions of **your** policy.

6. Local authorities clause

We will cover the extra cost of reinstatement that may be needed to meet building or other regulations under any Act of the Oireachtas or Local Authority Bye-Laws as long as:

- a) the amount recoverable does not include:
 - i) the costs involved in complying with the relevant regulations or bye-laws which can be recovered elsewhere or which **you** received notice for before the loss or damage

What is covered (continued)

- ii) the amount of any tax duty or other charge arising out of capital appreciation which may be paid for the property or by the owner to comply with the regulations or bye-laws
- b) the reinstatement work needed will be carried out as soon as possible

7. Speculative building

- a) the property insured includes any property that is being built by **you** other than under contract
- b) in relation to property being built other than under contract the insurance under this section will end:
 - i) on the date the property is sold or let or
 - ii) three months after the date of substantial completion of the work whichever is the earlier

Substantial completion means completion apart from buyers or tenants choice of decorations and final fittings.

- c) if work on the site stops for more than three months in a row this extension will be void unless **we** agree to it continuing by writing to **you**.

8. Off-site storage

We will pay for the offsite storage of materials used for any contract in relation to a claim under this section while they are temporarily stored anywhere within the **territorial limits** as long as **you** are responsible for them under the terms of contract.

9. Escalator clause

If there is an increase in the value of any contract the sum insured shown in the schedule will automatically increase for that contract as long as the amount of the increase is not more than 20% of the sum insured.

10. Redrawing plans and documents

We will reimburse the costs and expenses up to €25,000 for any one claim for rewriting or redrawing plans drawings or other contract documents following their loss or damage.

11. Free materials

The property insured includes any materials supplied by or provided to **you** by the employer for inclusion in any contract for which **you** are responsible. The value of the materials will not be included in the final valuation of the works carried out or the final contract price.

12. Expediting costs

We will pay for extra charges for overtime nightwork work on public holidays express freight and air freight in relation to a claim under this section which is needed after any damaged property is repaired or replaced.

13. Show houses and contents

We will cover show house properties and show house contents until they are sold (including while being transported by road rail or inland waterway and in temporary storage all within the **territorial limits**). The maximum we will pay in respect of the contents of any one show house is €10,000.

What is not covered

We will not pay for:

1. Excess

the amount of the **excess** shown in **your** policy schedule.

2. Excluded property

loss of or damage to the following:

- a) any mechanically propelled vehicle used for the carrying of people materials or machinery and for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.
- b) i) any aircraft
ii) any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon)
- c) deeds bonds bills of exchange promissory notes money stamps securities or documents of title precious metals stones or articles made from them
- d) any vehicle or item of machinery caused by its own breakdown or its own explosion
- f) any existing property including any existing property being altered or repaired

3. Faulty workmanship and design

loss or damage to property insured:

- a) which is faulty due to a defect in the design plan specification materials or workmanship but this does not apply to resultant damage to other property insured which is free of the fault
- b) to enable the replacement repair or rectification of the property excluded by a) above

For the purpose of this insurance the property insured will not be considered as lost or damaged just because there is a fault in the design plan specification materials or workmanship in the property insured or any part of it.

4. Completed work

loss or damage to the permanent works (or any part of it) for which a certificate of completion has been issued or which has been completed and handed over to the principal unless the loss or damage happened:

- a) during the period of maintenance or defects liability period from a cause prior to commencement of this period
- b) as a result of **your** actions to comply with **your** responsibilities under the maintenance or the defects liability clause in the contract conditions
- c) within 14 days of the certificate of completion being issued provided **you** are required to insure during this period

5. Responsibility of other people

loss or damage:

- a) due to any owner tenant or occupier using any part of the permanent works
- b) for which **you** are no longer responsible under the conditions of the contract

6. Penalties under contract

penalties under any contract for:

- a) delay detention or loss of use
- b) losses arising in connection with guarantees of performance or efficiency
- c) consequential loss or damage of any kind

caring for you

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- For a complaint about your policy, contact your Broker or local AXA Insurance branch.
- For a complaint about your claim, contact our claims action line on (01) 8583233.

If we cannot sort out your complaint, you can contact our Customer Care Department on 1890 211850 or:

- email: axacustomer@axa.ie; or
- write to AXA Insurance, Customer Care, Freepost, Dublin 1.

If you are unhappy with the way we have dealt with your complaint, you may be able to refer to:

- the Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90. Fax: 01 6620890.
Email: enquiries@financialombudsman.ie Website: www.financialombudsman.ie

Our promise to you

- We will reply to your complaint within five working days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.

any questions? **we're here to help**

- If you have questions or complaints, contact your local AXA Insurance branch or phone your broker.
- For help with claims, ring us on
01 - 8583233