

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

### What is covered

We will insure **you** against **damage** occurring during the **period of insurance** to **contract works** at **third party premises** until:

- a. a certificate of completion has been issued; or
- b. the completion of the **contract works**; or
- c. the **contract works** are taken into use by the principal;

whichever is the earliest. We will also provide cover for a further 14 days after this date but only if **you** remain contractually responsible for implementing any security measures at the **third party premises**;

and any other items as specified in the schedule.

### Additional cover

The following are also provided up to the amount shown in the schedule:

Reconstitution of electronic data

1. The reasonable cost of reconstitution of data **you** need to continue or complete the **contract works** if **your** electronic data has been lost or distorted as a direct result of **damage** covered under this section.

Loss prevention costs

2. The reasonable and necessary costs **you** incur to protect the **contract works** from imminent insured **damage** occurring during the **period of insurance**.

Removal of debris

3. The necessary and reasonable costs and expenses **you** incur to remove debris of **contract works** from the **third party premises** or the area immediately adjacent, following **damage** insured by this section.

### What is not covered

We will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
  - c. a rise in the water table;
  - d. frost, other than **damage** due to water leaking from burst pipes forming part of the permanent internal plumbing;
  - e. a **virus** or **hacker**;
  - f. **flood**, **storm** or **earth movement** unless the insured **contract works** are in a building of **standard construction**;
2. **damage** to any **contract works** or electrical or mechanical plant or equipment directly resulting from its own **failure**;
3. theft from an unattended vehicle unless the item is out of sight in a locked boot or similar locked storage compartment;
4. **damage** caused by theft, attempted theft or malicious damage, other than theft from an unattended vehicle, unless it involves entry, or exit, by forcible or violent means;
5. **damage** to any **property**, other than **contract works**, at **third party premises**;
6. loss or distortion of information resulting from error or malfunction of **computers**;
7. the value to **you** of any lost or distorted information;
  - a. misuse, inadequate or inappropriate maintenance; or
  - b. defective design; or
  - c. faulty workmanship or the use of faulty materials. This clause does not apply to **damage** otherwise covered under this section to any part of the **contract works** which itself is free of fault or defect, where the **damage** is caused directly by faulty workmanship or use of faulty materials.

## Property – contract works (Technology)

### Policy wording

8. unexplained loss or disappearance or inventory shortage;
9. loss due to clerical or accounting errors;
10. loss by fraud or dishonesty of any trustee, partner, director or **employee of yours**, unless the loss is notified to **us** within ten working days of its discovery by **you**;
11. financial loss due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full;
12. any indirect losses which result from the incident which caused **you** to claim;
13. pollution or contamination except **damage** to insured **property** which is not otherwise excluded and which is caused by:
  - a. pollution or contamination which itself results from insured **damage** covered under this section, or
  - b. **damage** which would otherwise be covered under this section which itself was caused by pollution or contamination.
14.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.
15. **war, confiscation and nuclear risks**;
15. any **damage** or loss directly or indirectly caused by, contributed to by, resulting from or in connection with any communicable disease or the fear or threat of any communicable disease
16. the amount of the **excess**.

---

### How much we will pay

#### Repair and replacement

**We** will pay up to the **amount insured** shown in the schedule unless limited below or in the schedule.

At **our** option **we** will pay for any lost or damaged **contract works** on the following basis:

1. the cost of reinstatement, repair or replacement of the **contract works** at the cost price to **you**; or
2. the amount of **your** legal liability to repair, reinstate or replace the **contract works**.

#### Professional fees

**We** will pay the necessary and reasonable architects', surveyors', consulting engineers' and other professional fees **you** incur in reinstating, repairing or replacing the **contract works** following **damage** insured by this section in accordance with the scale of the appropriate professional body.

**We** will not pay for the cost of preparing a claim.

#### Pair and sets

If any part of any **contract works** which has an increased value because it forms part of a pair or set is **damaged** any payment **we** make will take account of the increased value.

#### Other interests

Any payment will take into account the interest of any party having an insurable interest in the **contract works** insured, provided **you** have advised **us** of the nature and extent of the interest together with the name and address of that interested party.

---

### Your obligations

#### If any damage occurs

**We** will not make any payment under this section unless **you** notify **us** promptly of any **damage** which might be covered.

**You** must report to the police or An Garda Síochána, as soon as reasonably possible, any **damage** arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them.

**You** must arrange for urgent repairs to be done immediately. Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.



## Property – contract works (Technology) Policy wording

Backing up electronic data

**We** will not make any payment for the costs of reconstitution of data unless **you** take all reasonable steps to make back-up copies of all such data at least once a week and keep the copies away from the **third party premises**.

Unoccupancy

**You** must tell **us** immediately if the buildings at the **third party premises**, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 60 consecutive days. If **you** do not, **we** will not make any payment for **damage** occurring while the buildings at the **third party premises** are unoccupied or not being used. **We** may change the terms and conditions of this **policy** or impose additional requirements that **you** must carry out. If **we** impose additional requirements **we** will tell **you** the timeframes within which **you** must carry them out.