

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**;
16. the amount of the **excess**.

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### How much we will pay

<b>How much we will pay</b>	<b>We</b> will pay up to the <b>amount insured</b> shown in the schedule unless limited below or in the schedule.
Repair and replacement	At <b>our</b> option <b>we</b> will pay for any lost or damaged <b>contract works</b> on the following basis: <ol style="list-style-type: none"> <li>1. the cost of reinstatement, repair or replacement of the <b>contract works</b> at the cost price to <b>you</b>; or</li> <li>2. the amount of <b>your</b> legal liability to repair, reinstate or replace the <b>contract works</b>.</li> </ol>
Professional fees	<b>We</b> will pay the necessary and reasonable architects', surveyors', consulting engineers' and other professional fees <b>you</b> incur in reinstating, repairing or replacing the <b>contract works</b> following <b>damage</b> insured by this section in accordance with the scale of the appropriate professional body. <b>We</b> will not pay for the cost of preparing a claim.
Pair and sets	If any part of any <b>contract works</b> which has an increased value because it forms part of a pair or set is <b>damaged</b> any payment <b>we</b> 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 <b>contract works</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.

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### Your obligations

If any damage occurs	<b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly of any <b>damage</b> which might be covered. <b>You</b> must report to the police or An Garda Síochána, as soon as reasonably possible, any <b>damage</b> arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them. <b>You</b> must arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged property. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.
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## 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.