

AVIVA CONTRACTORS ALL RISKS POLICY SUMMARY

Debris Removal

We will indemnify You in respect of the costs and expenses that You incur, with Our consent, for

- (a) Removing debris
- (b) Dismantling or demolishing
- (c) Shoring up or propping
- (d) Clearing or repairing drains or service mains following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is 25% of the estimated contract price.

We will not provide indemnity in respect of costs and expenses

- (i) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it.
- (ii) arising from pollution or contamination of property not insured under this section
- (iii) more specifically insured

Free Issue Materials

The Works will include any free issue materials for incorporation into the Contract which are:

- (a) Issued free to You by or on behalf of Your employer

And

- (b) for which You are responsible under conditions of the Contract.

European Union and Public Authorities Clause

Following Damage to Works, We will pay the additional cost of reinstating the property insured necessary to comply with any

- (a) European Union Legislation
- (b) Act of Parliament
- (c) Bye-Laws of any Public Authority

We will not provide indemnity in respect of costs incurred

- 1 Costs incurred
 - (a) in respect of Damage not insured by this section
 - (b) where notice was served on You before the Damage occurred
 - (c) where an existing requirement must be completed within a stipulated period
 - (d) in respect of property or parts of the property, other than foundations (unless foundations are specifically excluded) which have not suffered Damage

2 any charge or assessment arising from capital appreciation following compliance with this legislation

The reinstatement, repair or replacement

- (a) must begin and be carried out as quickly as possible
- (b) may be carried out on another site if necessary provided this does not increase Our liability

If Our liability under this Section is reduced by the application of any terms of this Policy, Our liability under this Clause will be similarly reduced.

The maximum We will pay under this Clause in respect of any one contract is the limit of indemnity.

Speculative Building

We will indemnify You in respect of Damage to any private dWelling You have erected on a speculative basis.

This indemnity will cease on

- (a) the date You sell, lease or rent the property
 - or
- (b) 90 days from Practical Completion whichever is the earlier

Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay

Continuing hire charges as a result of damage to any item of Hire in Plant insured under this Section

Settlement

We may at Our option repair, reinstate or replace and Property, which has suffered Damage or pay the amount of Damage in money. We shall not be responsible for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of a repair.

Exceptions

(also refer to the Policy Exceptions at the back of this summary)

We will not provide indemnity in respect of

- 1 Damage to any part of the permanent works
 - (a) for which a certificate of completion has been issued
 - or
 - (b) which has been completed and handed over to Your employer
 - Or
 - (c) taken into use

Unless the Damage occurs

(i) during the Maintenance Period but caused before the beginning of the Maintenance Period

or

(ii) while You are carrying out Your obligations under the Maintenance Period

or

(iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract

2 Damage as a result of

(a) gradual deterioration or Wear and tear

(b) rust or mildew

(c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

(d) confiscation, nationalisation or requisition or destruction by or under the order of any government or public authority

3 repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement

4 Damage to

(a) existing Structure

(b) any mechanically propelled vehicle including any trailer attached licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of trade

(c) any aircraft or waterborne vessel

(d) property for which You are relieved of responsibility by the conditions of the Contract

5 Damage

(a) by disappearance or shortage discovered only when an inventory is taken

or

(b) which is not traceable to an event

6 Damage caused by pollution or contamination other than that of or to the Property Insured

7 liquidated damages, fines or any other penalties under contract for delay or non-completion

8 consequential loss or damage of any kind

9 the cost of normal upkeep or making good

10 Damage to and the cost necessary to reinstate or repair

(a) Property Insured which is in a defective condition due to a defect in

(i) design, plan or specification

(ii) materials

(iii) workmanship

of or any part of that Property Insured

(b) other Property Insured to enable the reinstatement or repair of Property Insured excluded by (a) above

The Exception will not apply to other Property Insured which is not defective but is damaged as a result thereof.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship, or in any part of, that Property Insured.

11 the Excess / Excesses

Endorsements and Conditions

This section is subject to any Endorsements and conditions, which are stated in The Schedule as applying to this Section.

If in relation to any claim You fail to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

Policy Exceptions

Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions.

We will not provide indemnity in respect of

1 any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event.

(a) war, invasion, act of a foreign enemy, hostilities or a warlike operation or 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

(b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority

(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

2 death or disablement, loss, destruction or damage to property, subsequent financial loss or any legal liability directly or indirectly caused by or contributed to or arising from

(a) ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel

(b) the radioactive, toxic, explosive or other hazardous properties of an explosive nuclear assembly or nuclear component

3 any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event

(a) Terrorism

(b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy

(c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above except as stated in the **special Provisions – Terrorism** below

Terrorism is defined as any act or acts including, but not limited to

(i) the use or threat of force and / or violence

and / or

(ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

In any action, suit or other proceedings where We alleged that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and/or 3(c) above regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability)

4 any claim which arises directly or indirectly from or consists of the failure or inability of any

(a) electronic, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

(b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any data, data information, command, logic or instruction as a result of

(i) recognising, using or adopting any date, day of the Week or period of time, otherwise than as, or other than, the true or correct date, day of the Week or period of time

(ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

Definition

The following definition only applies to this exception

“Defined Contingency”

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil, commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal or theft.