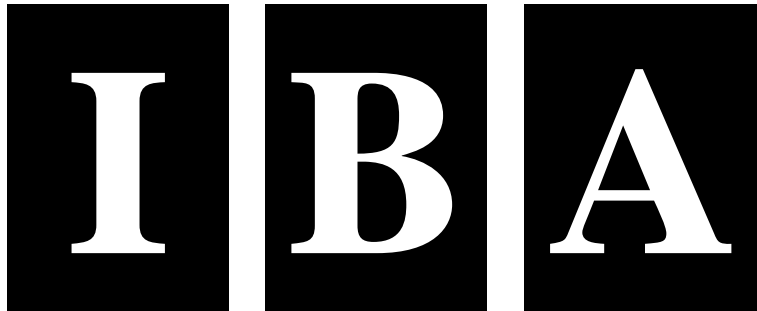


**Contractors
Insurance**



**IRISH BROKERS
ASSOCIATION**

**Questionnaire
Form**

CONTRACTORS' INSURANCE SPECIFICATION

The production of this specification is a response to the many different standards used in our business, their complexity and the cost of administration.

The circumstances surrounding the necessity for confirmation of a contractor's insurance are not sufficiently precise for a single industry standard to be acceptable to all parties involved - Principal, Contractor, Insurer, Architect, various Brokers, etc. as each party has different obligations and interests to be protected. This specification is framed with the undernoted features in mind.

1. Contractors maintain insurance in principle because of commercial necessity and/or contractual obligation to do so.
2. In practice Contractors are regularly required to evidence to the satisfaction of another party that the insurance meets a certain standard and the Contractors Broker invariably is expected to do this on his behalf.
3. The variety of standards produced by the Contractors' Broker, by the Broker for the party requiring the evidence, and the contract itself, suggests that an I.B.A. Specification of some standard would be beneficial, as between members.
4. Such a standard (as in 3) will enable the parties more easily and efficiently to address matters not included and which are particular to the contract in question.
5. The receiving Broker (or any other party) may more easily specify their special requirements not catered for by the standard specification.

NOTES ON THE USE OF THE SPECIFICATION

1. This is an I.B.A. standard Specification. Its value as between users will diminish in proportion to any alterations made to the printed text. As a minimum, any alteration will therefore automatically disqualify the "Important Note" shown at the beginning of the Specification and render its veracity void.
2. Members who wish to use a different Specification (no matter how little) are recommended to ensure it is different in substance e.g. colour, size, etc. for the necessity to avoid confusion.

Note: this specification is protected by copyright.

3. Members are encouraged to make suggestions for improvement and such will be made from time to time as deemed appropriate.
4. It is recommended that a record be maintained:
 - 4.1 of the party to whom each Specification is sent.
 - 4.2 of the number of the Specification.
 - 4.3 of the date sent.
 - 4.4 of the Specification sent (the context may alter, if only slightly, from year to year).

Important Note

This document is intended for the sole use of Members of the I.B.A. and only for the purpose of specifying the information contained therein in a standard form.

SPECIFICATION OF INSURANCE FOR CONSTRUCTION RISKS

Section 1

Name of Insurance Broker	James Morris – Willis Towers Watson Insurance (Ireland) Limited		
Address	Willis Towers Watson House, Elm Park, Merrion Road, Dublin 4, D04 P231, Ireland		
Telephone No :	+ 353 (0) 1 639 6468	Fax No:	N/A

I/We confirm that the details contained in Section 2 to 5 inclusive are correct as of:

Day Month Year

Signature



Typed Name

JAMES MORRIS

Date:

05/02/2021

Section 2

The following details apply to the Policies in Section 3, 4 and 5.

Name of Insured:	Irish Fencing & Railing Ltd
Address:	<u>UNIT 21, JAMESTOWN BUSINESS PARK, INCHICORE, DUBLIN 8, D08 CX92 IRELAND</u>
Business Description	<u>MANUFACTURERS, DISTRIBUTORS, ERECTORS, INSTALLERS, SUPPLIERS OF FENCING SYSTEMS, METAL FINISHERS, ELECTRONIC AUTOMATED ACCESS CONTROL SYSTEMS, STEEL FABRICATION, LIGHT ENGINEERING & PROPERTY OWNERS</u>

Section 3

Employers' Liability Insurance

Policy No:	552010022	Expiry Date :	31/01/2022
Insurer(s):	Aviva Insurance Ltd		

Limit of indemnity: €13,000,000 All claims arising from any one event inclusive of costs
(specify if different) N/A
€

Deductibles: Each claim € Private & Confidential Aggregate €

Warranties/Conditions Precedent

The policy cover is standard for the nature of the business carried out by Irish Fencing & Railing and for this type of policy.

Employers' Liability Insurance (contd/...)

The above E.L. Policy includes the undernoted unless stated to the contrary:

1. Territorial Limits - Republic of Ireland
2. Jurisdiction - Republic of Ireland
3. Liability to:
 - 3.1 Labour Masters, Labour only sub-Contractors and Self-employed Persons.
 - 3.2 Persons hired from any Public Authority, Company, Firm or individual or persons engaged under Educational Training or Work Experience Programmes.

3.1 and 3.2 - Yes, whilst they are under the direct control and supervision of the insured.
4. Liability assumed:
 - 4.1 Under Plant Hire Agreements.
 - 4.2 Under other forms of Contract/Agreement but only so far as concerns the Insured's' legal liability to pay for bodily injury or disease to an Employee of the Insured.

4.1 and 4.2 - Only where liability would have attached in the absence of such contract
5. Indemnity to:
 - 5.1 Principal in respect of the negligence of the Insured, in respect of the Insured's employees only.
 - 5.2 Principal to the extent of the indemnity required under Clauses 21 and 23 of the R.I.A.I. Conditions of Contract (1988 Edition).

5.1 and 5.2 – can be provided upon request of Irish Fencing & Railing Ltd.
6. Restricted Demolition: **N/A**

The above E.L. Policy excludes the undernoted unless otherwise stated:

1. Construction, alteration, demolition or repair of Bridges, Towers, Steeples, Chimney Shafts, Blast Furnaces and Viaducts other than the following: (specify below)

N/A

2. All work higher than: (specify below: e.g. Height, Storeys, etc.)

20 Meters

3. Excavations other than the following : (specify below)

N/A

4. Woodwork Risk
5. Pile driving, tunnelling, quarrying or the use of explosives.
6. Offshore work of any kind.
7. Radioactive Contamination, Nuclear Explosion, etc.
8. War

Continue below if necessary

9. **Standard terms and conditions for this class of business & industry.**

10.

11.

- 12.
- 13.
- 14.

Section 4

Public Liability Insurance

Policy No:

Expiry Date:

Insurer(s):

Limits of Indemnity (ex Products) : € Any One Accident/Unlimited

Inner Limits: Fire/Explosion €

Burning/Welding €

Vibration/Weakening €

Products Liability Indemnity Limit: € Any One Period of Insurance

Deductible Each claim € Aggregate €

Warranties/Conditions Precedent

The policy cover is standard for the nature of the business carried out by Irish Fencing & Railing and for this type of policy.

The above P.L. Policy includes the undernoted unless stated to the contrary:

1. Territorial Limits - Republic of Ireland.
2. Jurisdiction - Republic of Ireland.
3. Bringing/taking away of a vehicle beyond the limits of the Carriageway. **N/A**
4. Fire and Explosion.
5. Indemnity to:
 - 5.1 Principal in respect of the negligence of the Insured, **Where there is an agreement for such requirement and only to the extent that Irish Fencing would have been entitled to such indemnity had the claim been made against them.**
 - 5.2 Principal to the extent of the indemnity required under clauses 21 and 23 of the R.I.A.I. Conditions of Contract (1988 Edition) **Must be requested on an individual basis.**
6. Liability for damage to Buildings (including Contents) temporarily occupied for the purpose of cleaning, alteration, maintenance or repair. **Excluded**

7. Insured' liability in respect of negligence of Sub-Contractors or their Employees. **Only where the sub-contractor (including their employees) are under the direct control or supervision of the insured and/or the insured is liable for the actions of the sub-contractor.**
8. Liability in respect of negligence of Labour Masters, Gang Labour, Lumpers, Labour only Sub-Contractors and Self-employed Persons.
9. Liability assumed under:
Plant Hiring or Borrowing Agreements but always excluding liability for loss or damage to the hired or borrowed Plant itself. **Only where liability would attach in the absence of such an agreement.**
10. Non-Road Traffic Act Liability for all mechanically powered vehicles. . **Excluded**
11. Limited cover for liability assumed under Agreement. **Only where liability would attach in the absence of such an agreement.**
12. Limited Demolition. **N/A**

Public Liability Insurance (Contd/..)

The above P.L. Policy Excludes the undernoted unless otherwise stated:

1. Construction, alteration, demolition or repair of Bridges, Towers, Steeples, Chimney Shafts, Blast Furnaces and viaducts other than the following: (specify below)

N/S

2. All work higher than: (specify below, e.g. height, storeys, etc.)

20 Meters

3. Excavations other than the following: (specify below)

N/A

4. Pile driving, tunnelling, quarrying or the use of explosives.
5. Offshore work of any kind.
6. Radioactive Contamination, Nuclear explosion etc.
7. War
9. Property belonging to the Insured or in the Insured's custody and control, with exceptions.
10. Defective Workmanship and Materials but not damage resulting therefrom.
11. Road Traffic Act Liability.
12. Loss or damage due to design (~~but not the consequences of defective design~~).
13. Gradual Pollution.
14. Passenger Lifts.
15. The ownership/operation of Marine Craft/Aircraft.
16. Liquidated Damages/Penalty Clause

Continue below if necessary

17. **Standard terms and conditions for this class of business and industry type.**

18.

19.

20.

21.

22.
23.
24.

Section 5

Contractors "All Risks"

Policy No:

Expiry Date:

Insurer(s):

Sums Insured:

- (a) Limit any One Contract €
- (b) Constructional Plant, Tools, Equipment and Temporary Buildings used in connection with the Contract €
- (c) Any one Item/Loss of Hired-in Plant Any one Item € Any One Loss €
- (d) Debris Removal Costs up to €
- (e) Architects'/Surveyors'/ Consulting Engineers' Fees up to €

Deductible :

Contract Works	€	<input type="text" value="Private"/>
Plant	€	<input type="text" value="Private"/>
Hired-in-Plant	€	<input type="text" value="Private"/>

Warranties/Conditions

The policy cover is standard for this class of business and industry type.

The above C.A.R. Policy includes the undernoted unless stated to the contrary:

1. Territorial Limits - Republic of Ireland.
2. Loss/damage occurring during the maintenance period - minimum period 12 months

3. The property insured whilst in transit within the Territorial Limits excluding:
 - (a) Air or sea transits.
 - (b) Mechanically propelled vehicles whilst under their own power.
 - (c) Employees tools and personal effects.
4. Public Authorise Clause.
5. Free issue materials.
6. Consequences of defective workmanship. **(excluded)**
7. Off site storage.
8. The Employer/Principal as a joint Insured if required by Contract. **(Excluded)**
9. Inflation.
10. Additional Expenses to avoid delay in completion of the works.

Section 6

Contractors "All Risks" (contd/..)

The above C.A.R. Policy Excludes the undernoted unless otherwise stated:

- 1 War Risks, Riot & Civil Commotion
- 2 Radioactive Contamination/Nuclear Explosion
- 3 Sonic Boom
- 4 Wear and Tear
- 5 Consequential Losses
- 6 Loss or damage due to use, occupation or possession by or on behalf of the Employer.
- 7 Defective Workmanship and Materials
- 8 Stocktaking Losses
- 9 Loss or damage due to design
- 10 Penalties
- 11 Existing Buildings
- 12 Completed/Delivered up
- 13 Certificate of Completion
- 14 U.K./Northern Ireland Terrorism