



## Contractors Insurance Questionnaire Form



## CONTRACTORS' INSURANCE SPECIFICATION

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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 a Brokers Ireland 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

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1. This is a Brokers Ireland 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 Brokers Ireland and only for the purpose of specifying the information contained therein in a standard form**

## Section 1: Specification of Insurance for Construction Risks



Name of Insurance Broker

Address

Telephone  Fax No:

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

Day   Month    Year

Signature  *Helen O'Riilly*

Typed Name

Email:

## Section 2

The following details apply to the Policies in Section 3, 4, 5, 6, 7 and 8.

Name of Insured:

Address:

Business Description:

## Section 3: Employers' Liability Insurance

Policy No:  Expiry Date:

Insurer(s):

Limit of indemnity:  Any one occurrence inclusive of costs  
(specify if different)

Deductible: Each Occurrence €  Aggregate €

Warranties / Conditions Precedent Yes  No

If yes (a) Attach copies and (b) Indicate the number attached

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

1. Territorial Limits - The Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, and Channel Islands
  - 1.1 ~~Any member country of the European Union~~ Yes  No
2. Jurisdiction
  - 2.1 Any member country of the European Union Yes  No  **The Republic of Ireland**
3. Liability to:
  - 3.1 All Persons under a Contract of Service or Apprenticeship
  - 3.2 Labour Masters, ~~Gang Labour, Lumpers~~, Labour only sub-Contractors and Self-employed Persons.
  - 3.3 Persons hired from any Public Authority, Company, Firm or individual or persons engaged under Educational Training or Work Experience Programmes
4. Liability assumed:
  - 4.1 Under Plant Hire Agreements.
  - 4.2 Under other forms of Contract/Agreement but only so far as concerns the Insureds' legal liability to pay for bodily injury or disease to an Employee of the Insured.
  - 4.3 ~~Duties of acting as Project Supervisor for construction stage.~~
5. Indemnity to:
  - 5.1 Principal in respect of the negligence of the Insured.
  - 5.2 Principal to the extent of indemnity required under any contract of agreement for the performance of work.

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)
2. All work higher than: (specify below: e.g. Height, Storeys, etc.) If no limit applies, state "None".
 

**20 Metres**
3. Excavations Depth Limit: If no limit applies, state "None".
4. Pile driving, tunneling, quarrying or the use of explosives.
5. Offshore work of any kind.
6. Radioactive Contamination, Nuclear Explosion, etc.
7. War / Terrorism
8. Liability compulsorily insurable under any Road Traffic Act
9. Asbestos

**NB Please attach details of any other non-standard exclusions that apply.**

### Section 4: Public Liability Insurance

Policy No(s)	<input style="width: 95%;" type="text"/>	Expiry Date:	<input style="width: 95%;" type="text"/>
Insurer(s):	<input style="width: 95%;" type="text"/>		
	Any one occurrence inclusive of costs		Aggregated any one Period
Limit of indemnity (excluding products)	€ <input style="width: 80%;" type="text"/>		€ <input style="width: 80%;" type="text"/>
Products Liability: (Ensure that minimum levels of indemnity are met)	€ <input style="width: 80%;" type="text"/>		€ <input style="width: 80%;" type="text"/>

### Inner or Aggregate Limits

	Any one occurrence inclusive of costs	Aggregated any one Period
Fire/Explosion	€	€
Hot Work	€	€
Vibration, Removal or Weakening of Supports	€	€
Sudden/Accidental Pollution	€	€
Others - Please Specify	€	€
Deductible*	€	€

\* Please note that the new Government Conditions (GCCCC) only permit Property Damage deductible, i.e. liability for bodily injury must be covered from the ground up.

### Deductibles

Deductible applies to all claims Yes  No

Deductible applies to property damage claims only Yes  No

Warranties/Conditions Precedent Yes  No

If Yes (a) attach copies and (b) indicate the number attached.

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

1. Territorial Limits - The Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, and Channel Islands
  - 1.1 Any member country of the European Union Yes  No
2. Jurisdiction
  - 2.1 Any member country of the European Union Yes  No  **The Republic of Ireland only**
3. ~~Bringing / taking away of a vehicle beyond the limits of the Carriageway.~~
4. Indemnity to:
  - 4.1 Principal in respect of the negligence of the Insured.
  - 4.2 Principal to the extent of indemnity required under any contract of agreement for the performance of work.
5. Liability for damage to Buildings (including Contents) temporarily occupied for the purpose of cleaning, alteration, maintenance or repair.
6. Liability in respect of work carried out by:
  - 6.1 Any Person under a Contract of Service or Apprenticeship
  - 6.2 Labour Masters, ~~Gang labour, Lumpers~~, Labour only sub-Contractors and Self employed Persons.
  - 6.3 Persons hired from any Public Authority, Company, Firm or individual or persons engaged under Educational Training or Work Experience Programmes.
  - 6.4 Does the policy include an indemnity for the negligent acts of bona-fide subcontractors? Yes  No
7. Liability Assumed:
  - 7.1 Under Plant Hire Agreements but always excluding liability for loss or damage to the hired or borrowed plant itself.
  - 7.2 Under indemnity clauses for standard building contract agreements.
  - 7.3 Does the policy includes legal liability incurred in the performance of the functions and duties of Project Supervisor for the Construction Stage pursuant to the Safety Health and Welfare at Work (Construction) Regulations 2006.
 

Yes  No

- 8. Indemnity to:
  - 8.1 Principal in respect of the negligence of the Insured.
  - 8.2 Principal to the extent of indemnity required under any contract of agreement for the performance of work.
- 9. Non-Road Traffic Act Liability for all mechanically powered vehicles and plant used as a tool of trade.

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)
- 2. All work higher than: (specify below, e.g. height, storeys, etc.). If no limit applies, state "None".
- 3. Excavations other than the following: (specify below). If no limit applies, state "None".
- 4. Pile driving, tunnelling, quarrying or the use of explosives.
- 5. Offshore work of any kind.
- 6. Radioactive Contamination, Nuclear explosion etc.
- 7. War / Terrorism
- 8. Property belonging to the Insured or in the Insured's custody and control, with exceptions.
- 9. The cost of making good defective workmanship or defective products, but not direct consequential loss resulting therefrom
- 10. Road Traffic Act Liability.
- 11. Gradual Pollution.
- 12. The ownership / operation of Marine Craft / Aircraft.
- 13. Liquidated Damages / Penalty Clause
- 14. Asbestos
- 15. Loss or damage due to advice, design or specification provided for a fee

**Section 5: Contractors 'All Risks'**

Policy No(s)	<div style="background-color: #cccccc; height: 20px;"></div>	Expiry Date:	<div style="background-color: #cccccc; height: 20px;"></div>
Insurer(s):	<div style="background-color: #cccccc; height: 20px;"></div>		
Sums Insured:			
(a) Contract works, temporary works, material per contract	€	<div style="background-color: #cccccc; height: 20px;"></div>	
(b) Constructional Plant, Tools, Equipment and Temporary Buildings used in connection with the Contract	€	<div style="background-color: #cccccc; height: 20px;"></div>	

(c) Housing contracts limit (if any) applicable to any one building or block of buildings	€	<input type="text"/>
(d) Any one Item / Loss of Hired-in Plant		
Any one Item	€	<input type="text"/>
Any one Loss	€	<input type="text"/>
(e) Debris Removal Costs up to	€	<input type="text"/>
(f) Architects' / Surveyors' / Consulting Engineers' Fees up to	€	<input type="text"/>
Deductible:		
Contract Works	€	<input type="text"/>
Own Plant	€	<input type="text"/>
Hired-In Plant	€	<input type="text"/>
Warranties/Conditions	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If Yes attach copies.

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

1. Territorial Limits
  - 1.1 Republic of Ireland, Northern Ireland, Great Britain, Isle of Man, Channel Islands Yes  No
  - 1.2 European Union Yes  No
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. Offsite storage.
7. The Employer/Principal as a joint Insured if required by Contract.
8. Inflation.
9. Additional Expenses to avoid delay in completion of the works.

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

1. Wear and Tear
2. Consequential Losses
3. Loss or damage due to use, occupation or possession by or on behalf of the Employer
4. Defective Design Workmanship and Materials but not the consequences thereof
5. Stocktaking Losses
6. Loss or damage due to design
7. Penalties
8. Existing Buildings
9. Certificate of Completion
10. War/Terrorism

## Section 6: Engineering Insurance

Policy No:  Expiry Date:

Insurer(s):

1. Third party liability unless insured under Public Liability policy Yes  No

Limit of Indemnity €

2. Accidents occurring anywhere in Ireland Yes  No

3. Republic of Ireland Jurisdiction Yes  No

4. Indemnity to Principals if Third Party liability covered Yes  No

If yes, limit: €

Any one accident: €

Any one period: €

5. Damage to goods being lifted Yes  No

If yes, limit: €

6. Inspection of all Plant requiring statutory examination Yes  No

## Section 7: Motor Insurance

Policy No:  Expiry Date:

Insurer(s):

Does your policy cover:

1. All mechanically propelled vehicles and Plant in respect of liability under the Road Traffic Acts. Yes  No

2. Trailers whilst attached and/or detailed Yes  No

3. Commercial Vehicle indemnity limit for Third Party Property Damage €

4. Passenger Liability for unlimited number of passengers Yes  No

If 'no', please state extent of cover

5. Use of Mechanical Plant as a tool of trade including damage to underground services and bridges. Yes  No

6. Include damage to any weighbridge, road or anything in or below the surface of a road due to the weight of or vibration caused by any vehicle or plant being used by you or on your behalf in the performance of the Contract? Yes  No

7. Do the Territorial Limits automatically include Ireland and the UK? Yes  No

8. Indemnity to principals Yes  No

9. Have you investigated and confirmed the adequacy of the Motor insurance arranged by your:

(a) Suppliers Yes  No

(b) Plant Hirers Yes  No

(c) Sub-Contractors Yes  No

Policy No(s) [redacted] Expiry Date: [redacted]

Insurer(s): [redacted]

**N/A**

1. Retroactive Date: [redacted]

2. Insured name as stated in the policy: [redacted]

3. Insured's occupation as stated in the policy: [redacted]

4. State Limits of Indemnity in respect of:

(a) Any one claim [redacted]

(b) In the aggregate [redacted]

5. State deductible applying to each and every claim [redacted]

6. Confirm if policy includes automatic reinstatement of indemnity limit [redacted]

Please attach in full any amendments or additional exceptions to the standard cover, and also to any warranties or special conditions.

Signed: *Helen O'Riilly* [redacted]

Dated: 08/02/2023