

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

Address

Telephone No : Fax No:

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

Day Month Year

Signature

Typed Name

Date:

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:

EMPLOYERS' LIABILITY INSURANCE

Policy No:		Expiry Date :	
Insurer(s):			
Limit of indemnity:	€ 13,000,000	Any one occurrence inclusive of costs	
	(specify if different) €		
Deductible:	Each Occurrence €	<input style="width: 80px;" type="text"/>	Aggregate € <input style="width: 80px;" type="text"/>
Warranties/Conditions Precedent	<input type="checkbox"/> Yes		<input type="checkbox"/> No
If yes (a) Attach copies and (b) Indicate the number attached	<input style="width: 280px; height: 20px;" type="text"/>		

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

1. Territorial Limits – European Union and elsewhere in the world for non-manual work
2. Jurisdiction – European Union
3. Liability to:
 - 3.1 Labour Masters, Gang labour, Lumpers, 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.
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".

3. Excavations Depth Limit: 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. Liability compulsorily insurable under any Road Traffic Act
9. Asbestos

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

PUBLIC LIABILITY INSURANCE

Policy Number(s)		Expiry Date	
Insurer(s)			

	Any one occurrence inclusive of costs	Aggregated any one Period
Limit of Indemnity (excluding products)	€ <input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
Products Liability (Min Required €6.5m)	€ <input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

Inner or Aggregate Limits		
Fire/Explosion	€	<input style="width: 60%;" type="text"/>
Hot Work	€	<input style="width: 60%;" type="text"/>
Vibration, Removal or Weakening of Supports	€	<input style="width: 60%;" type="text"/>
Sudden/Accidental Pollution	€	<input style="width: 60%;" type="text"/>
Efficacy	€	<input style="width: 60%;" type="text"/>
Others –	€	<input style="width: 60%;" type="text"/>
Please Specify		
Deductible*	Each Claim €	Aggregate €

* 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	<input type="text" value="Yes"/>	<input type="text" value="No"/>
Deductible applies to property damage claims only	<input type="text" value="Yes"/>	<input type="text" value="No"/>
Warranties/Conditions Precedent	<input type="text" value="Yes"/>	<input type="text" value="No"/>

If Yes attach copies.

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

1. Territorial Limits - European Union and elsewhere in the world for non-manual work
2. Jurisdiction - European Union
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 of:
 - 6.1 Labour Masters, Gang labour, Lumpers, Labour only sub-Contractors and Self employed Persons.

6.2 Persons hired from any Public Authority, Company, Firm or individual or persons engaged under Educational Training or Work Experience Programmes.

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.

8. Non-Road Traffic Act Liability for all mechanically powered vehicles.

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)

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

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3. Excavations other than the following: (specify below) If no limit applies, state "None".

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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. Defective Workmanship and Materials but not liability 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 design (but not the consequences of defective design)

Continue below if necessary

16.	
17.	
18.	
19.	
20.	

CONTRACTORS "ALL RISKS"

Policy No: Expiry Date:

Insurer(s):

Sums Insured:

- (a) Contract works, temporary works, material per contract €
- (b) Constructional Plant, Tools, Equipment and Temporary Buildings used in connection with the Contract €
- (c) Housing contracts limit (if any) applicable to any one building or block of buildings €
- (d) Any one Item/Loss of Hired-in Plant Any one Item € Any One Loss €
- (e) Debris Removal Costs up to €
- (f) Architects'/Surveyors'/ Consulting Engineers' Fees up to €

Deductible :

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

Warranties/Conditions Yes No

If Yes attach copies.

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

1. Territorial Limits – European Union
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. Off site 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

ENGINEERING INSURANCE

Policy No:

Expiry Date:

Insurer(s):

Does your Policy cover:-

- 1. Third party liability unless insured under Public Liability policy
Limit of Indemnity
Yes No
€ _____
- 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

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
If "no", please state extent of cover Yes _____
No
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

Section 8

PROFESSIONAL INDEMNITY

Policy No: Expiry Date:

Insurer(s):

1. Retroactive Date: _____
2. Insured name as stated in the policy: _____
3. Insured's occupation as stated in the policy: _____
4. State Limits of Indemnity in respect of:
 (a) Any one claim _____
 (b) In the aggregate _____
5. State deductible applying to each and every claim _____
6. Confirm if policy includes automatic reinstatement of indemnity limit _____

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

Signed: _____

Dated: _____