

# APROBAT – Comprehensive construction site insurance

## Section 1 – Damage and loss insurance

### Insurance product information document

#### LALUX Assurances - Product : APROBAT Comprehensive construction site insurance



**Disclaimer:** This document is not tailored to your specific needs and the information and obligations set out herein are not exhaustive. For full information on the rights and obligations of the insurance company and policyholders, please consult the general and/or special conditions relating to the insurance product chosen.

## What type of insurance is it ?

This insurance covers direct material damage comprising the destruction or deterioration of an insured object during the construction-assembly-testing period as well as during the maintenance period. Your advantage: all those involved on the site are considered insured, so there is no need to look for the person responsible, which ensures quick and easy settlement in the event of a claim.



## What is insured ?

### Section 1 :

The Insurer covers direct material damage comprising the destruction or damage of an insured object, excluding any immaterial damage.

#### Insurable property, e.g.:

- ✓ Works, objects of contracts including materials and construction elements intended to be incorporated therein
- ✓ Equipment, i.e. machinery, apparatus and installations, objects of contracts
- ✓ Construction site huts
- ✓ Construction material, equipment and machinery

During the **construction-assembly-testing period**: the insurer shall compensate the policyholder for any damage and losses affecting the insured property resulting from the performance of the insured work, provided that they occurred and were recorded during this period.

During the **maintenance period**: the insurer shall compensate the policyholder for damage to the same permanently erected property (works, parts of works and equipment covered by the contracts) occurring during the performance by the insured persons of the works to which they are bound after provisional acceptance, pursuant to their works contract, and provided that such damage is caused during such performance.



## What is not insured?

### Restrictions in Section 1 of the insurance :

- ✗ Damage caused directly by:
  - Malfunction, breakage or mechanical or electronic disturbance
  - Wear, fatigue, deterioration, lack of use, obsolescence
  - Failure to comply with contractual obligations relating to the work, inherent defect of the materials, acts contrary to the rules of good workmanship.
- ✗ Non-material damage such as lack of use, permanent overheads, loss of profit, loss of use, aesthetic depreciation, loss of clientele, penalties for delay in completing the work.

#### General restrictions in the Comprehensive construction site insurance:

- ✗ The following are excluded: losses, damages and/or aggravations related directly or indirectly to acts of terrorism.
- ✗ Damage caused by fraud, wilful misconduct or gross negligence on the part of the insured person is excluded

**Non-exhaustive list**



## Are there any restrictions on cover ?

- ! Compensation is determined by taking into consideration the normal costs (e.g. labour costs, replacement parts costs or architects' fees) to be incurred to restore the damaged property to its original condition, limiting the amount for each property to its actual value immediately before the loss and deducting the salvage value (e.g. value of parts still in use), as well as any deductibles provided.

**Non-exhaustive list**



## Where am I covered ?

- ✓ Construction site(s) and property stipulated in the Special conditions.



## What are my obligations ?

### Policyholder's obligations

The policyholder is required in particular to inform the Insurer as soon as possible of:

- any new information likely to influence the seriousness, importance and duration of the risks, in particular in the event of an unusual interruption of work or any essential modification to the information provided by the policyholder at the time of taking out the insurance.
- any increase in the value of the insured property for the purpose of adjusting benefits and premiums. The resulting increase in the Insurer's liability shall only be acquired by express agreement.
- the total amount of the works contracts, at the latest three months after the end of the construction-assembly-testing period, unless the policyholder can justify the impossibility of meeting the deadline.

### Prevention obligations

Insured persons must exercise due diligence by taking all necessary measures to prevent losses and, more specifically:

- in the selection of the workforce;
- the maintenance in good working order of the equipment and installations used to carry out the work;
- by complying with the legal and administrative requirements in force, in particular those of the general work protection regulations;
- by complying with the terms and conditions for which they have made a declaration, or which have been imposed on them by the Insurer.

In the event of discovering a defect affecting an insured property, which is usually likely to exist in series in other property, the insured parties pledge to take all necessary protective and corrective measures at their own expense.

Insured persons must at all times allow the Insurer's agents access to the site.

The insurance contract provides for the forfeiture of the right to the benefit due to the non-performance of a specific obligation imposed by the contract when the breach is causally related to the occurrence of the loss.



## When and how do I pay ?

- The amount indicated for the premium is payable after receipt of the notice of due date or, if necessary, after receipt of the statement at the end of the work or in the event of an extension of the insurance.
- The premium cannot be paid monthly.



## When does the cover start and end ?

- Section 1 :

a) The guarantee for the construction-assembly-testing period:

- Starts for objects to be assembled, building materials and components as well as huts, materials, equipment and construction machinery after unloading them on site
- Ends:
  - For each structure, part of a structure (including its equipment) on the earlier of the following dates: end of the testing period provided for in the special conditions, provisional acceptance, occupation or commissioning
  - For huts, materials, equipment and construction site machinery: upon their removal and at the latest at the end of the construction-assembly-testing period

b) Maintenance period guarantee: begins for each work, part of the work (including its equipment) upon expiry of the guarantee provided for above under (a).



## How do I cancel the contract ?

- Decide what to write, as the cancellation terms are different (single premium, etc.).
- E.g. Cancellation is possible within 30 days of receipt of the contract documents