

APROBAT – Comprehensive construction site insurance

Section 2 – Liability 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 2 :

Scope of the guarantee

During the **construction-assembly-testing period**:

- ✓ Financial compensation to which the insured persons may be liable under Articles 1382 and 1386 of the Civil Code for damage caused to third parties and attributable to the performance on site of the insured works and provided that such damage occurred during the construction-assembly-testing period

During the **maintenance period**:

- ✓ By express agreement, financial compensation to which the insured persons may be liable under Articles 1382 to 1386 of the Civil Code for damage caused to third parties during the performance by the insured persons of work to which they are liable after provisional acceptance, pursuant to their works contract, and insofar as such damage is the result of such performance and occurred during the period of maintenance

Article 544 of the Civil Code:

- ✓ By express agreement, compensation for damages to third parties attributed to the same lawful use made by him of his right of ownership and resulting from the execution of the insured work. This coverage applies to bodily injury, damage to neighbouring buildings and damage resulting directly from damage to neighbouring buildings.



What is not insured?

Restrictions in Section 2 of the insurance :

- ✗ Damage caused by all vehicles in cases of liability under the legislation on compulsory motor vehicle insurance
- ✗ Damage resulting from vibrations, drawdown of the groundwater table, absence, removal or weakening of a support
- ✗ Damage to neighbouring property, unless an inventory of fixtures has been drawn up jointly before the works and a report of the same inventory of fixtures after the works have been completed
- ✗ Personal injury caused by toxic mould

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 ?

- ! 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.

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 2 :

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