

APROBAT - Decennial civil liability

Insurance product information document

LALUX Assurances - Product : APROBAT decennial CL



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 ?

Decennial civil liability insurance covers decennial civil liability towards the owner/purchaser (Division A) as well as civil liability towards third parties (Division B). The insurance covers damage such as moisture on basement walls or plaster cracks. Damage to major structures is covered for 10 years, while minor structures (radiators, doors, windows, etc.) are covered for 2 years.



What is insured ?

APROBAT checks whether the construction complies with the rules of good workmanship, which prevents construction defects. For constructions with a value of less than EUR 1.5 million, APROBAT carries out all the mandatory site inspections.

Division A

Decennial civil liability insurance for the owner or purchaser

Insured persons

The persons designated under the special conditions who are involved in the design and construction of the insured structure, as well as the seller of the buildings

Purpose of the insurance

The policy guarantees the insured persons the financial compensation to which they may be liable to the owner or purchaser of the structure pursuant to articles 1792 and 2270 of the Civil Code

✓ **Article 1792** : If the building becomes damaged in whole or in part by the defect of the construction, the architects, contractors and other persons bound to the owner by a service contract shall be liable for it for 10 years

Scope of the guarantee

The guarantee applies only to the insured structure and to everything structural, i.e. all construction elements resting on the same foundations as the structure itself. By special agreement, the guarantee can apply to the external retaining walls separated from the structure, as well as external pipelines up to the property limit.

Division B :

Decennial civil liability insurance for the owner or purchaser of the structure and third parties

Purpose of the insurance

The policy covers the insured persons for financial compensation to which they may be liable under Articles 1382, 1383, 1384 and 1386 of the Luxembourg Civil Code for bodily injury, material and immaterial damage caused to the owner or purchaser of the structure or to third parties and when such damage is the result of an accident covered by Division A.



What is not insured ?

Restrictions under Division A

✗ Outdoor car parks on the grounds, the surroundings, roads and outdoor facilities are not insured.

Restrictions under Division B

✗ Personal injury caused by toxic mould

General restrictions (Divisions A and B)

- ✗ Damage caused by the use of toxic products forbidden by the competent authorities
- ✗ Damage resulting directly or indirectly from all forms of requisition
- ✗ Damage resulting directly or indirectly from an intentional act, fraud or deceit of the policyholder
- ✗ Cracks that do not jeopardize the stability of the elements they affect and their consequences
- ✗ Damage resulting directly or indirectly from a lack of maintenance

Non-exhaustive list



Are there any restrictions on cover ?

- ! Division A: leaks and their consequences are only dealt with after a waiting period of 2 years
- ! Division A: exterior retaining walls separated from the insured structure and exterior piping up to the property limit may be insured by special agreement
- ! Division B: Unless otherwise expressly agreed, compensation for non-material damage resulting from the incident, such as unused property, loss of use, permanent overheads, loss of profits, depreciation of works of art, insufficient yield and loss of clientele, is limited to 25% of the amount insured by this division for material damage.
- ! Division B: Intervention limit - after each claim, the amount of coverage is reduced by the amount of disbursements paid by the insurer

Non-exhaustive list



Where am I covered ?

- ✓ Specified risk situation(s) in the Special Conditions.



What are my obligations ?

- The guarantees of this contract are subject to the overseeing of the work carried out by the approved body whose policyholder and insured parties undertake to comply with the conditions. The technical inspection will comply with the provisions of the "Technical inspection" section of the General Conditions.
- The insured persons undertake to:
 - take, at their own expense, any measures likely to remedy the situation reported by the inspection body in the cases referred to in the "Technical inspection" paragraph of the General Conditions;
 - allow the Insurer's agents to have access at any time to the insured structure or works;
 - receive all communications and correspondence from the Insurer.
- The policyholder undertakes to:
 - provide the Insurer with a copy of the technical inspection agreement, the risk definition report and the final report to be drawn up by the inspection body.
 - inform the Insurer in advance of the date on which the structure will be occupied, put into service or accepted;
 - communicate to the inspection body the value to be declared as soon as possible and at the latest two months after acceptance;
 - make this contract known to all insured persons.



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.
- The premium cannot be paid monthly.



When does the cover start and end ?

- The policyholder undertakes to submit to the Insurer the risk definition report, the work completion report issued by the inspection body and the final invoice for the work. On the basis of these documents, the Insurer shall draw up an addendum outlining the effect of the guarantees. The addendum must be returned duly signed within the 15-day period.
- The benefits defined in this contract shall only take effect under the following cumulative conditions:
 - Submission to the Insurer of the work completion report issued by the inspection body and the final invoice for the work
 - Return of the addendum duly signed by the policyholder



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