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PREMIER

POLICY WORDING

Cover for your Renovation or Conversion Project

Part of the
Renovation
Insurance
Scheme
Renovation
Insurance
Scheme

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POLICY WORDING – PREMIER POLICY

Thank you for choosing Aston Lark Ltd and Renovation Plan for **your** property insurance.

The complete Renovation Plan documents consist of:

- Policy Wording
- Policy **Schedule**
- Insurance Product Information Document or Keyfacts Document
- Statement of Fact

Please check these documents meet **your** needs and that **you** understand them. If **you** need to make any amendments to **your** policy or **you** need to discuss a claim please contact Aston Lark Ltd.

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This policy has been arranged by Aston Lark Ltd on behalf of AXIS Managing Agency Ltd under the Binding Authority Unique Market Reference Number shown on **your schedule**. AXIS Managing Agency Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 754962). AXIS Managing Agency Ltd is the managing agent of AXIS Syndicate 1686 and 2007 at Lloyd's and subject to the supervision of the Society of Lloyd's. AXIS Managing Agency Ltd is registered at Willkie, Farr & Gallagher (UK) LLP, Citypoint, 1 Ropemaker Street, London EC2Y 9AW (Company Number 08702952).

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The contract of insurance

This document, the **schedule** and any **endorsements** form a legally binding contract of insurance between **you** and **us**.

The insurance provided by this document covers liability, loss or damage that happens during any **period of insurance** for which **you** have paid, or agreed to pay, the premium. The insurance is provided under the terms and conditions contained in this document or in any **endorsements** applying to it.

This insurance is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information provided in **your** proposal or statement of fact. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** or Aston Lark Ltd with false or misleading information, **we** may treat this contract as if it had never existed, refuse to pay all claims and need not return any of the premiums paid.

If **we** establish that **you** carelessly provided **us** or Aston Lark Ltd with false or misleading information:

- **we** may treat this policy as if it had never existed and refuse to pay all claims, but must return the premium paid. **We** will only do this if **we** would not have entered into this contract based on the correct information; or
- if **we** would have entered into this contract but on different terms (other than terms relating to the premium), **we** may treat this contract as if it had been entered into with the different terms applied from the outset; or
- if **we** would have entered into the contract but charged a higher premium, **we** may reduce the amount **we** pay for a claim (and if applicable, the amount already paid on prior claims) by the proportion of the underpaid premium. For example, if the premium would have been 25% higher based on the correct terms, a claim payment will be reduced by 25%; or
- **we** may cancel **your** policy in accordance with the cancellation condition set out in this policy.

We or Aston Lark Ltd will write to **you** if **we**:

- intend to treat **your** policy as if never existed; or
- need to amend the terms of **your** policy.

If **you** become aware that information **you** have given **us** or Aston Lark Ltd is inaccurate or incomplete, **you** must inform Aston Lark Ltd as soon as practicable.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance, has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

The Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Your Insurers

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Signed for and on behalf of the insurers



Peter Blanc
CEO Aston Lark Group

Definitions (Applicable to the whole policy)

The following words or phrases have the same meaning whenever they appear in this document or the **schedule**. Where **we** explain what a word or phrase means that word or phrase will be highlighted in bold print.

Building(s)

- a) the **building(s)** situated within the **premises** named in the **schedule**, constructed of brick, stone or concrete, Structural Insulated Panels (SIPs) or Insulated Concrete Formwork (ICF) and the external surface of the roof constructed of slates, tiles, concrete or asphalt which are for the purposes of this insurance, standard construction.
- b) interior decorations, fixtures, fittings and unfitted items which have been incorporated or are awaiting incorporation into the **building(s)**, which are kept within the **building(s)**.
- c) outbuildings and private garages, swimming pools, tennis courts, walls, gates, fences, drives, paved patios and terraces.
- d) unfixed and fixed materials for use in connection with temporary or permanent works being carried out on the property fixed to, delivered to, placed on or adjacent to the site of the property insured including solar panels, wind turbines and domestic fuel tanks
- e) secure steel containers used for storage for which **you** are responsible.
- f) site huts and caravans if applied by endorsement

All owned by **you** or for which **you** are legally responsible at the **premises** named in the **schedule**.

Contents

The household **contents** within the locked **building(s)** or situated within the **premises** and named in the **schedule**.

All of which are owned by **you** or for which **you** are legally responsible situated at the **premises** named in the **schedule**.

Unless amended by **endorsement contents** does NOT include:

- ❖ motor vehicles, caravans, trailers or water craft and accessories
- ❖ livestock;
- ❖ any part of the **building(s)**;
- ❖ any property specifically insured under any other insurance for the same insured events;
- ❖ gold, silver and other precious metals;
- ❖ pictures;
- ❖ antiques and objects d'art;
- ❖ jewellery, gemstones, pearls, watches, furs;
- ❖ telescopes, binoculars, photographic equipment, musical equipment, guns & gun accessories;
- ❖ radio and television aerials and satellite dishes, their masts and fittings
- ❖ computer equipment and audio and video equipment
- ❖ music and video collections including Records, DVD's, CD's and similar
- ❖ contents in the open;
- ❖ cash, currency, bank notes, negotiable documents or coins and stamps, including coins or stamps forming part of a collection;
- ❖ deeds, registered bonds and other personal documents;
- ❖ domestic fuel in fixed tanks;
- ❖ pedal cycles;
- ❖ portable hand & power tools, domestic garden implements and own constructional machinery (unless otherwise stated by **Endorsement**).
- ❖ mechanical, electrical, or manually powered implements hired in by **you**, on a hire purchase, lease agreement, or which is on free loan to **you**.

Contract

the conditions of **contract** declared to **us** and under which the **contract works** are undertaken.

Contract Works

the specified scope of works described in the Statement of Fact and undertaken in performance of the **contract**.

Endorsement(s)

A change in the terms and conditions of this insurance.

Excess

The amount **you** must pay as the first part of each claim made.

Geographical Limits

Great Britain, the Channel Islands or the Isle of Man and Northern Ireland

Heave

Upward movement of the ground beneath the **building(s)** as a result of the soil expanding.

Landslip

Downward movement of sloping ground.

Period of insurance

The length of time covered by this insurance (as shown on the **schedule**) and any extra period for which **we** accept **your** premium, or until cancelled. An additional 2 weeks cover will apply past the expiry date shown on the **schedule** unless otherwise cancelled.

Pollution or contamination

Pollution or contamination of **building(s)** or other structures or of water, land or the atmosphere. Loss, damage or **injury** directly or indirectly caused by such **pollution or contamination**.

Premises

Address as stated as the property insured in the **schedule**.

Schedule

The document showing **your** name, the **premises**, the **sum(s) insured**, the **period of insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of the ground being compressed by the weight of the buildings within 10 years of construction

Subsidence

Downward movement of the ground beneath the **building(s)** where the movement is unconnected with the weight of the **building**.

Sum Insured

The maximum amount **we** will pay for each item insured under any section.

Terrorism

An act of terrorism means an act, including but not limited to the threat and/or the use of force or violence, of any person or group(s) of persons, whether, acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Transit

the carriage of materials and goods for which **you** are responsible (other than items of stock, property, materials, or equipment intended for sale) intended for inclusion in any **contract works** within the **geographical limits** including loading on to and unloading from the conveyance used but excluding any **transit** by sea or air.

Unoccupied

Where **you** / any family member / tenant have moved out of the property for the purpose of renovation or construction and remains vacant following completion of the works, or where there is a period in excess of 14 consecutive days when there are no renovation or construction works ongoing and where there is no presence at the property by the person (or persons) undertaking the renovation or construction works.

We, us, our

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You, your

The person, people or company shown in the **schedule** as the Insured.

Definitions applicable to Section 3 Public Liability

Damage

Accidental loss of possession of or accidental damage to tangible property.

Employee(s)

Any person while working for **you** in connection with the **contract works**:

- ❖ under a contract of service or apprenticeship with **you**
- ❖ who is hired or lent to **you** or borrowed by **you**
- ❖ under a work experience training scheme
- ❖ supplied to **you** or employed by **you** for labour only
- ❖ who is self-employed and working under **your** control or supervision
- ❖ on a voluntary basis

Financial Loss

Any monetary loss unaccompanied by **Injury** or **Damage**.

Injury

Death, bodily injury, illness, or disease, of or to any person.

Liquidated Damages

Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made.

Multiplied Damages

In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

Occurrence

An accident including continuous or repeated exposure to substantially the same general conditions which results in **Injury** or **Damage** neither expected nor intended by **you**.

Punitive or exemplary damages

Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.

Definitions applicable to Section 4 Hired in Plant

hired in plant

(a) mechanical, electrical, or manually powered implements;

(b) materials containment, preparation and handling equipment;

(c) scaffolding, staging, ladders and similar equipment;

(d) site huts and cabins;

or similar contractors plant and equipment hired in by **you**, or **hired in plant** specifically described in the **schedule**

hired in plant does not include any contractors plant or equipment on a hire purchase, lease agreement, or which is on free loan to **you**.

Section 1 - Building(s)

The **schedule** will show if this cover applies

Premier

What is covered This insurance covers loss or damage to your building(s) during the period of insurance caused by the following.	What is not covered
1. Fire	The first £250 of each and every claim.
2. Lightning	The first £250 of each and every claim.
3. Explosion	The first £250 of each and every claim.
4. Earthquake	The first £250 of each and every claim.
5. Aircraft and other flying objects or anything dropped from them	The first £250 of each and every claim.
6. Storm or Flood	<ul style="list-style-type: none"> ❖ Loss or Damage caused by subsidence, landslip or heave; ❖ Loss or Damage caused to swimming pools, gates, fences and paved patios and terraces; ❖ Loss or Damage caused by frost; ❖ Loss or Damage caused by rising ground water levels; ❖ Loss or Damage to building(s) unless such building(s) are wind and weather proof; ❖ The first £250 of each and every claim
7. Escape of Water from fixed tanks, apparatus or pipes	<ul style="list-style-type: none"> ❖ Loss or Damage caused by subsidence, landslip or heave ❖ The first £500 for each and every claim increasing to £2,500 where the premises are unoccupied and the water system has not been fully drained down; ❖ Loss or Damage to building(s) unless such building(s) are secure against intruders and are wind and weather proof
8. Impact by any vehicles, animal, falling trees or branches, telegraph poles or lamp posts	<ul style="list-style-type: none"> ❖ Loss or Damage caused through lopping, topping and/or felling trees; ❖ The first £250 of each and every claim;
9. Any Person of malicious intent including squatters	<ul style="list-style-type: none"> ❖ Any amount over £25,000 in any one period of insurance; ❖ The first £250 of each and every claim increasing to £500 where works are complete and the property is unoccupied awaiting sale; ❖ Loss or Damage to building(s) unless such building(s) are secure against intruders
10. Riot and Civil commotion	<ul style="list-style-type: none"> ❖ The first £250 of each and every claim; ❖ Loss or Damage to building(s) unless such building(s) are secure against intruders

11. Theft or attempted theft	<ul style="list-style-type: none">❖ Loss or damage unless forcible & violent entry has been gained to or from the building(s) other than when the theft or attempted theft relates to external fixed materials forming part of the structure of the building(s);❖ Loss or Damage to building(s) unless such building(s) are secure against intruders❖ The first £250 of each and every claim increasing to £1,000 in respect of unfixed materials which are left in the open;❖ Any amount over £40,000 in respect of unfitted items in the building(s) and unfixed materials in the open
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Settling Buildings claims

We will decide whether to pay the cost of repairing or replacing the part of **your building(s)** damaged or destroyed.

In the event of total or constructional total destruction by an insured event under Section 1 - Buildings, **we** will rebuild the **building(s)** to their condition prior to such destruction subject to the **sum insured** on the said **building(s)** but in the event that planning authority to rebuild cannot be obtained **we** have the option to:

- a) rebuild in accordance with such planning permission as can be obtained up to the **sum insured** shown on the **schedule** after deduction of the policy **excess**.
- b) pay in cash 80% of the **sum insured** shown in the **schedule** without deduction of the policy **excess**.

Sum insured

The most **we** will pay under Section 1 - Building(s) is the **sum insured** for **buildings** shown on the **schedule**.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your building(s)**, in a new condition similar in size, shape and form, is more than the **sum insured** for **building(s)**, **we** will pay for the loss or damage in the same proportion.

For example, if the **sum insured** for **building(s)** only covers two-thirds of the cost of rebuilding **your building(s)**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the **sum insured** for **building(s)**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the **sum insured** for **building(s)**.

Extra Benefits included with Buildings

What is Covered	What is not covered
<p>Building fees and the cost of removing debris</p> <p>After a claim which is covered by an insured event under Section 1 - Buildings, we will pay the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> ❖ The cost of architects, surveyors, civil engineers, solicitors and other fees to repair or rebuild your building(s). ❖ The cost of removing debris and demolishing or supporting parts of your building(s) which have been damaged, in order to make the site safe. ❖ The extra costs of rebuilding or repairing the damaged parts of your building(s) to meet any regulations or laws set by Acts of Parliament or local authorities. <p>Trace and Access</p> <p>We will pay up to £5,000 for the cost incurred by you to find the point of escape of water from any plumbing or heating systems installed for the purpose of the contract.</p> <p>Transit / Offsite Storage</p> <p>We will pay up to £2,500 for the cost of physical loss or damage to materials and goods for which you are responsible (other than items of stock, property, materials, or equipment intended for sale) intended for inclusion in any contract works covered by this policy in transit to or from and whilst temporarily stored within the geographical limits.</p>	<ul style="list-style-type: none"> ❖ Any costs preparing a claim. ❖ Any costs which relate to undamaged parts of your building(s), except the foundations of the damaged parts of your building(s). ❖ Costs involved in meeting regulations and laws if notice was served on you before the loss or damage happened. ❖ The cost of making the site stable. ❖ Any amount over 20% of the sum insured for building(s) for any one claim. <ul style="list-style-type: none"> ❖ Any amount over £5,000 <ul style="list-style-type: none"> ❖ Any amount over £2,500

Section 2 – Contents

The **schedule** will show if this cover applies

Premier

What is covered This insurance covers loss or damage to your contents during the period of insurance caused by the following:	What is not covered
1. Fire	The first £250 of each and every claim.
2. Lightning	The first £250 of each and every claim.
3. Explosion	The first £250 of each and every claim.
4. Earthquake	The first £250 of each and every claim.
5. Aircraft and other flying objects or anything dropped from them	The first £250 of each and every claim.
6. Storm or Flood	<ul style="list-style-type: none"> ❖ Loss or Damage caused by subsidence, landslip or heave; ❖ Loss or Damage caused by frost ❖ Loss or Damage caused by rising ground water levels; ❖ Loss or Damage to contents unless such contents are situated in building(s) and are wind and weatherproof; ❖ The first £250 of each and every claim
7. Escape of Water from fixed tanks, apparatus or pipes	<ul style="list-style-type: none"> ❖ Loss or Damage caused by subsidence, landslip or heave; ❖ The first £500 for each and every claim increasing to £2,500 where the premises are unoccupied and the water system has not been fully drained down; ❖ Loss or Damage to contents unless such contents are situated in building(s)
8. Impact by any vehicles, animal, falling tree, telegraph pole or lamp post	<ul style="list-style-type: none"> ❖ Loss or Damage caused through lopping, topping and/or felling trees; ❖ The first £250 of each and every claim; ❖ Loss or Damage to contents unless such contents are situated in building(s)
9. Any Person of malicious intent including squatters	<ul style="list-style-type: none"> ❖ Any amount over £25,000 in any one period of insurance; ❖ The first £250 of each and every claim increasing to £500 where works are complete and the property is unoccupied awaiting sale; ❖ Loss or Damage to contents unless such contents are situated in building(s) that are secure against intruders

10. Riot and Civil commotion	<ul style="list-style-type: none"> ❖ The first £250 of each and every claim; ❖ Loss or Damage to contents unless such contents are situated in building(s) that are secure against intruders
11. Theft or attempted theft	<ul style="list-style-type: none"> ❖ Loss or damage unless resulting from forcible and violent entry; ❖ Loss or Damage to contents unless such contents are situated in building(s) that are secure against intruders ❖ Where cover has been added by endorsement for mechanical, electrical or manually powered machinery and plant owned by you, there is no cover for these items unless stored in a locked building or immobilised ❖ The first £250 of each and every claim;

Settling Contents claims

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** are able to repair or replace a **contents** item but **we** agree with **your** request for a cash settlement, **we** will only pay what it will cost **us** to repair or replace the item using **our** own suppliers.

Sum insured

The most **we** will pay under Section 2 - Contents is the **sum insured** for **contents** shown on the **schedule**.

Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the **sum insured** for **contents**, **you** will have to pay a share of the claim. For example, if the **sum insured** for **contents** only covers two-thirds of the replacement value of **your contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the **sum insured** for **contents**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the **sum insured** for **contents**).

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts and guarantees.

Section 3 - Public Liability

What is covered

1. Legal liability and claims costs

We will pay up to the limit of indemnity if **you** become legally liable to pay damages and/or claimants costs and expenses in respect of:

- ❖ Accidental **injury** to any person
- ❖ **Damage** to property, other than property owned, leased to, hired by **you** under hire purchase, on loan to, held in trust by, otherwise in **your** care, custody and control.

Occurring anywhere within the **geographical limits** during the **period of insurance**.

We also pay claims costs.

We also pay the solicitor's fee incurred with **our** written consent for the representation of **you** at:

- I. any coroner's inquest or fatal accident inquiry in respect of any death
- II. proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** or loss of or damage to property

2. Limit of Indemnity

The maximum amount **we** will pay in respect of any one claim against **you** or series of claims against **you** arising out of one **occurrence** will not exceed in total the limit of indemnity stated in the **schedule**.

3. Indemnity to Principals

Any Principal for legal liability in respect of which **you** would have been entitled to indemnity under this Policy if the claim had been made against **you** arising out of work carried out by **you** under a contract or agreement.

Provided always that

- (i) all such persons or parties must observe, fulfil and be subject to the terms conditions and exclusions of this Policy as though they were **you**;
- (ii) **our** liability under this Extension will in no way operate to increase the applicable Limit of indemnity or any other limit regardless of the number of parties claiming an indemnity.

4. Defective Premises Act

We will insure **your** liability under Section 3 of the Defective Premises Act 1972* as owner of any previous **premises** which **you** owned, for accidents happening in and around that **premises** which result in:

- ❖ **injury** to any person other than **you** or an **employee**; or
- ❖ loss or damage to property which **you** (or **your employees**) do not own or have legal responsibility for.

*Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

**What is not covered (Applicable to Section 3)
The General Exclusions also apply to this Section.**

1. The first £500 of each and every claim in respect of third party property.
2. Compulsory Employers Liability
3. Liability arising outside the **geographical limits**.
4. Loss or damage to property owned by **you** or in **your** custody or control.
This exclusion does not apply to:
 - ❖ personal effects of **employees** or visitors
 - ❖ any premises including their contents not being premises leased or rented to **you** which are temporarily occupied by **you** for the purpose of carrying out work there.
5. Liability from **you** owning or using any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where cover is provided by any other certificate or security.
6. Liability from **you** owning or using any craft intended to travel through air or space or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
7. Legal liability arising from professional advice given separately for a fee or other remuneration by **you** or by anyone on **your** behalf or in circumstances where a fee would normally be charged.
8. Liability arising from **multiplied damages** or **punitive or exemplary damages**.
9. Liability arising from any agreement or contract unless **you** would have been legally liable anyway.
10. Damage to works/rectification of defects
 - ❖ loss of or damage to goods or materials supplied or for use by **you** or which form part of work that **you** are carrying out or have completed. This exclusion will not apply to goods or materials forming part of work completed by **you** under a separate previous contract
 - ❖ the cost or value of any defective harmful or unsuitable goods materials or work supplied used or undertaken
 - ❖ expenditure incurred by anyone in:
 - i) investigating or providing a remedy for
 - ii) removing, reinstating, replacing, reapplying, or rectifying any defective harmful or unsuitable goods materials or work supplied used or undertaken.
11. Fines and penalties
liquidated damages, fines, or penalties
12. Asbestos
legal liability in any way arising from or contributed to by:
 - ❖ inhalation or ingestion of asbestos
 - ❖ exposure to or fear of the consequences of exposure to asbestos
 - ❖ the presence of asbestos in any property or on land
 - ❖ investigating managing removing controlling or remediation of asbestos
13. **Pollution or contamination**
legal liability arising from **pollution or contamination** other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.
14. Liability from any infectious disease or condition.

15. Defective Premises Act

You are not covered for liability arising:

- ❖ from an incident which happens over seven years after this insurance ends or **your premises** was sold
- ❖ from any cause for which **you** are entitled to cover under another source;
- ❖ from the cost of correcting any fault or alleged fault; or
- ❖ where a more recent insurance covers the liability.

16. **Financial Loss**

Any **financial loss**.

17. Deliberate Acts

Arising out of the deliberate, conscious or intentional disregard by **your** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**.

Section 4 - Hired in Plant

The **schedule** will show if this cover applies

What is covered	What is not covered
<p>This Section insures your legally liability under the terms of a hiring agreement to pay:</p> <p>(a) for physical loss of or damage to hired in plant, (b) continuing hiring charges for hired in plant following physical loss or damage insured under (a) above, occurring during the period of insurance, whilst used in performance of the contract works anywhere within the geographical limits.</p> <p>We will pay the hire charges for the period during which the machinery is not working because of loss damage or breakdown for up to 90 days but not including the first 48 hours.</p>	<p>We will not pay for:</p> <ol style="list-style-type: none"> 1. Any amount over £20,000 2. The first £500 of each and every claim 3. Loss of or damage to the following: <ul style="list-style-type: none"> ❖ any mechanically propelled vehicle for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use. ❖ any aircraft (or other aerial device) ❖ any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon). 4. Loss of or damage to any computer or other equipment or component or system or item which processes, stores, transmits, or retrieves, data or any part thereof whether tangible or intangible (including but not without limitation any information or programs or software) and whether your property or not where such loss or damage is caused by programming or operator error, virus or similar mechanism or hacking (meaning unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, or retrieves, data). 5. We do not cover loss of or damage to: <ul style="list-style-type: none"> (a) tyres, tools, cutting edges, moulds, dies, patterns, non-metallic linings, glass, pulverising and crushing surfaces, flexible pipes, trailing cables, drive belts, or parts requiring periodic renewal unless arising from a malicious act or forming part of other insured physical loss or damage. (b) safety or protective devices due to their functioning.
<p>3. Reinstating the sum insured</p> <p>❖ In the event of any loss the sum insured will be automatically reinstated from the date of the loss unless there is written notice by us or you saying otherwise. You will have to pay an additional premium for this.</p>	

What is covered	What is not covered
<p>4. Immobilised plant.</p> <ul style="list-style-type: none"> ❖ We will pay necessary costs involved in recovering hired in plant which may become immobilised or immovable (other than plant or equipment working underground or underwater) <p>The maximum we will pay in respect of any one hire agreement is £20,000.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> ❖ Recovery of Hired in plant resulting from or made necessary by: ❖ its own electrical or mechanical breakdown, failure or explosion. ❖ failure to maintain plant or equipment in accordance with manufacturers recommendations. ❖ physical loss or damage caused by the process of recovery.

General Exclusions (Applicable to the whole policy)

1. Major Works

This insurance does not cover any loss or damage where the works to be undertaken include substantial demolition, water diversion or excavations of a major nature which have not been disclosed to **us**.

2. Pre-Existing loss and/or damage

This insurance does not cover any loss or damage directly or indirectly caused or contributed to by or connected with any condition, want of repair, defect or deterioration of the **building(s)**, it's foundations or site upon which the **building(s)** stands existing as at the date of commencement of the **period of insurance** stated in the **schedule**.

3 This insurance does not cover:

- ❖ direct or indirect loss or damage to any property;
- ❖ any legal liability;
- ❖ costs and expenses;
- ❖ death or **injury** to or arising from the following.

a) Radioactive contamination from:

- ❖ ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
- ❖ the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

b) War, invasion, civil war, revolution and any similar event.

c) Loss of value after **we** have made a claim payment.

d) Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

e) **Pollution or contamination** of air, water or soil, unless the **pollution or contamination** is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from **pollution or contamination** which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

f) Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change or network.

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

g) Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.

h) Indirect loss of any kind. **We** will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, unless expressly stated in this insurance.

i) Biological or chemical contamination due to or arising from:

- ❖ terrorism; or
- ❖ steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism

In this exclusion, terrorism means any act of any person or organisation involving:

- ❖ causing or threatening harm; or
- ❖ putting the public or any section of the public in fear;

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature.

4. Sanctions

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

5. Terrorism

Unless otherwise agreed by **us** and stated in the policy **schedule**, this insurance excludes loss, damage, cost or expense of any nature caused by, resulting from or in connection with any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss

General Conditions (Applicable to the whole policy)

General Conditions 4 & 5 are conditions precedent to **our** liability. All General Conditions are conditions of the insurance that **you** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

1 Your duties

- ❖ **You** must ensure that all work has been, and will be carried out in compliance with planning permission, consents and regulations required by all relevant authorities.
 - ❖ **You** must notify **us**, via Aston Lark Ltd, if **contract works** cease, or if there is a break or delay in the **contract works** in excess of thirty (30) consecutive days.
 - ❖ As far as possible, **you** must ensure that the inside of the **buildings** and surrounding areas are kept clear from all combustibles, including waste and refuse.
 - ❖ The **premises** must be visited for maintenance purposes and all rooms entered, at least once a week by **you** or an authorised adult.
 - ❖ When the property is **Unoccupied** the water must be switched off at the mains OR the heating must be maintained at a minimum of 15 degrees centigrade or 58 degrees Fahrenheit at all times
 - ❖ **You** must take all reasonable care to prevent loss or damage, accident, bodily injury, or legal proceedings. If legal proceedings are underway, **you** must tell **us** (See 'Making a Claim' section) without delay and take all reasonable steps to reduce the costs of these proceedings.
 - ❖ **You** must take all reasonable steps to prevent any accidents and rectify any defects that may pose a danger to life or property as soon as reasonably possible.
 - ❖ **You** must ensure that all forms of protection provided for the security of the **premises**, including all locks, are kept in working order and are put into operation whenever the **premises** are left unattended. If **you** do not comply with this, **we** will not pay a claim for loss or damage resulting from illegal entry or exit.
 - ❖ **You** must have confirmed that the contractor(s) undertaking the works at **premises** have an in-force Public Liability policy for the duration of the works, providing a limit of liability of at least £2,000,000.
- If **you** fail to comply with any of the above duties, it may affect any claim **you** make or could result in your insurance being invalid.

2 Telling us about a change

You must tell **us**, via Aston Lark Ltd, as soon as possible about any changes in the information **you** have provided to **us** which is recorded in your proposal form/statement of insurance. **We** will tell **you** if such change affects **your** insurance and, if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

Examples of what **you** must tell **us** include, but are not limited to:

- ❖ If **you** plan to carry out further building works at the **premises** that **we** are not aware of which exceed the policy limitations;
- ❖ If **you** make any changes to the planned building works **you** have already advised **us** of;
- ❖ If **you** change how the **premises** are used, or if the occupancy changes;
- ❖ If **you** are convicted or have a prosecution pending for any offence (other than motoring);

If **you** do not inform **us** about a change, it could result in any claim **you** make being declined or it could result in **your** insurance being invalid.

3 Works In Progress

It is a condition precedent to liability that if the **contract works** in progress cease and there is a break or delay to the **contract works** in excess of thirty (30) consecutive days, including Bank Holidays and weekends **we** will not pay for loss or damage caused by the insured events specified under Section 1 Buildings (and Section 2 Contents, if applicable) other than Fire, Lightning, Explosion, Earthquake, or Aircraft and other flying objects or anything dropped from them unless agreed by **us**.

4 Contractors Public Liability Insurance

It is a condition precedent in respect of any claim that contractors undertaking works at the **premises** have in force a Public Liability insurance, for the duration of the works, providing an indemnity of not less than £2,000,000. The onus of establishing the existence of such insurance rests entirely on **you**. If **you** fail to comply with this condition, this insurance will become invalid in respect of loss or damage resulting from the negligence of contractors.

5 Cancellation

Your right to change your mind.

You may cancel the insurance, without giving reason, by contacting Aston Lark Ltd. **You** will be entitled to a pro-rata refund of premium, provided no claim has been made during the current **period of insurance**. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half of the annual premium.

Our right to cancel.

We may cancel the insurance by sending **you** 14 days' notice to **your** last known address and the premium will be adjusted on the basis of us receiving or retaining pro-rata premium (As described above). **We** will only cancel this policy for a valid reason. Valid reasons include, but are not limited to:

- where **we** have been unable to collect a premium payment and **you** have not corrected this within the agreed timescale;
- where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that adversely affects **our** ability to process a claim or to defend **our** interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation which **we** have requested by the end of the cancellation notice period;
- where there is a reasonable suspicion of fraudulent activity; or
- the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers by **you**.

7 Making a Claim

When there is a claim or possible claim, **you** must advise Aston Lark Ltd, Ibex House, 42-47 Minories, London, EC3 1DY as soon as possible.

You will be asked to complete a claim form. For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **We** will only request information in relation to **your** claim. **You** must also tell the police **without delay** if the loss is caused by riot, malicious acts, theft or any attempted theft.

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

8 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property, and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, conduct, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

9 Fraudulent Claims

If **You** make a fraudulent claim under this insurance contract, then **We**:

- (a) Are not liable to pay the claim; and
- (b) May recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) May by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under clause (c) above:

- (a) **We** will not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- (b) **We** need not return any of the premiums paid.

10 Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

11 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurance refuses the claim.

Complaints Procedure

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** wish to make a complaint about **your** insurance policy, please contact **us** at:

Aston Lark Limited
Ibex House, 42-47 Minories, London, EC3N 1DY
Tel: 01621 784840
E-mail: info@renovationplan.com

If **you** wish to make a complaint about a claim, please contact the claims administrator at: Adjusting Associates LLP

Unit 2, Sovereign Court
Sterling Drive
Llantrisant
Rhondda Cynon Taff
CF72 8LX

Telephone: 01443 229513
Facsimile: 01443 229995
Email: claims@adjustingassociates.com

Alternatively, **you** can refer **your** complaint to the Complaints team at Lloyd's at any time:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help", which is available from www.lloyds.com/complaints. **You** can also ask Lloyd's for a copy of this leaflet using the contact details shown above.

If **you** are dissatisfied with the outcome of **your** complaint, **you** may have the right to refer **your** complaint to an alternative dispute resolution body.

If **you** live in the United Kingdom or the Isle of Man, the contact information is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)
Tel: 0300 123 9123 (calls to this number cost the same as 01 and 02 numbers on mobile phone tariffs in the UK)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

If **you** live in the Channel Islands, the contact information is:

Channel Islands Financial Ombudsman
PO Box 114
Jersey
Channel Islands
JE4 9QG.

Tel: Jersey +44 (0)1534 748610; Guernsey +44 (0)1481 722218; International +44 1534 748610.
Fax +44 1534 747629
Email: enquiries@ci-fo.org
Website: www.ci-fo.org

If **you** purchased this insurance online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

Making a Claim

To report a claim, contact the schemes administrators Aston Lark Ltd:

Office Hours 9am - 5.30pm Monday to Friday

Telephone: 01621 784840 Fax: 01621 784405

Email: renovationplan@astonscott.com

Aston Lark Ltd

Ibex House, 42-47 Minories, London, EC3N 1DY

You will be asked to complete a claim form and this can be obtained from Aston Lark or can be downloaded from the Renovation Plan website: **www.renovationplan.co.uk/making_a_claim**

If **you** need to report a claim or obtain advice outside of the above office hours **you** can contact the schemes loss adjusters, Adjusting Associates LLP on their emergency number:

Emergency 24/7 out of office number: Telephone 01724 761378

Adjusting Associates LLP

Unit 2, Sovereign Court

Sterling Drive

Llantrisant

CF72 8YX

When there is a claim or possible claim, **you** must advise **us** (via any of the above methods) as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police without delay if the loss is caused by riot, malicious acts, theft or any attempted theft.

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. **You** must not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

Endorsements

Important: This appendix forms part of the insurance

An **endorsement** will only apply if the **endorsement's** number from this appendix is shown in the relevant place on the **schedule**. Details of all **endorsements** are shown in this appendix.

Endorsement code RPNSC - Non-Standard Construction Clause

You have told **us**, and **we** have agreed the **building(s)** at the **premises** named in the **schedule** are of non-standard construction.

Endorsement code RPFE - Flood Exclusion

Section 1 - Building(s) and Section 2 - Content(s) does not cover:

- a) escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;
- b) inundation from the sea; or
- c) flood resulting from storm or any insured event OTHER THAN escape of water from fixed water tanks, apparatus or pipes.

Endorsement Code RPTR – Terrorism Extension

We will extend cover under this policy, subject to the exclusions, limits and conditions applicable to the policy, for the **premises** stated in the **schedule** against physical loss or physical damage occurring during the **period of insurance** caused by an Act of **Terrorism** or sabotage. For the purpose of this insurance, an act of sabotage means a disruptive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. General Exclusion 5 – Terrorism, is therefore deleted and is of no effect.

Endorsement code RP15 - Enhancements for BIBA members

Where insurance is provided via BIBA approved and registered insurance brokers, enhanced policy limits will apply to **Hired in Plant** and Portable Hand Tools where these covers have been selected.

Portable Hand Tools limit increased from £2,500 to £5,000 where cover selected

Hired in Plant limit increased from £20,000 to £25,000 where cover selected

Endorsement code NSWE - Non Structural Works Endorsement

It is hereby noted that all works being carried out at the **premises** are non-structural to the **building**. Non-structural works being, but not restricted to, work that does not affect a load bearing wall, where an RSJ is required, any extension, conversion, removing of roof or replacement of stairs.

Endorsement RPDE - Start of Works

You have told **us** and it is agreed that works will not commence within thirty days of the commencement of the **period of insurance**.

Endorsement RPCV - Caravan Endorsement

Cover is extended under this policy for a caravan and/or site huts for loss or damage occurring during the **period of insurance** up to the **Sum Insured** stated in the **endorsement** whilst situated at the **premises**.

Cover will be provided for the same insured events as the **Buildings** insured under Section 1.

Endorsement code - RPUSC - Underground Services Conditions

In respect of loss of or damage to cables, pipes, or other services, located underground it is a policy requirement that prior to undertaking digging, boring, or excavation, **you** have:

1. taken or caused to be taken all reasonable measures to identify the location of such cables, pipes or other services before any work is commenced which may involve a risk of damage
"Reasonable measures" include contacting the appropriate authorities where it is possible that any cables, pipes or other services are under the site
2. retained a written record on the measures which were taken to locate such cables, pipes or other services
3. conveyed the location of such cables, pipes or other services to those who are carrying out such work on **your** behalf

The indemnity will in any case be restricted to the actual cost of repair or replacement of such cables, pipes or other services as assessed by an independent surveyor and will not extend to cover any additional costs for loss of use, consequential loss or damage, or penalties and/or fines, which are imposed on **you** by the relevant authorities as a result of loss of use, consequential loss or damage. ("Consequential loss or damage" is any loss or damage which happens as a result of, or is a side effect of, an event for which **you** are insured).

This **endorsement** will apply to any party carrying out such work on **your** behalf.

If **you** do not comply with this requirement and a claim arises as a result then **we** will not be able to deal with **your** claim.

Endorsement Code RPES - Buildings Existing Structure Only

the **Buildings** are amended to cover only the existing structure and the definition of **Buildings** is amended to read:

Building(s)

- a) The **Buildings** situated within the **premises** named in the **schedule**, constructed of brick, stone, concrete Structural Insulated Panels (SIPs), Insulated Concrete Formwork and the external surface of the roof constructed of slates, tiles, concrete or asphalt which are for the purposes of this insurance, standard construction unless endorsed otherwise
- b) Outbuildings and private garages, swimming pools, tennis courts, walls, gates, fences, drives, paved patios and terraces

We will not pay for any loss or damage:

- ❖ resulting from any work which is the subject of a contract which removes or limits **your** legal rights against the contractor(s);
- ❖ for any liability arising out of the activities of any contractor(s);
- ❖ for loss or damage to site materials owned by you or the contractor(s)

Endorsement Code RPHT - Portable Hand & Power Tools

The definition of **Contents** is considered to include:

- ❖ Portable hand and power tools and domestic garden implements kept in the locked **building(s)** situated within the **premises** named in the **schedule**.

Cover is limited to an amount up to £2,500 in total and £250 for any one item in respect of portable hand and power tools.

Cover under this **endorsement** excludes loss or damage from unattended motor vehicles in respect of portable hand and power tools.

Endorsement Code RPOP - Own Constructional Machinery

The definition of **Contents** is considered to include:

- ❖ own constructional machinery kept in the locked **building(s)** situated within the **premises** named in the **schedule**.

Cover is limited to an amount up to £5,000 in total and £2,500 for any one item.