



Premier Plus

Policy Wording

Cover for your Renovation or Conversion Project



[renovationplan.co.uk](https://www.renovationplan.co.uk)



01621 784840



Renovation Plan Insurance



Renovation_Plan

POLICY WORDING – PREMIER PLUS POLICY

Thank you for choosing Aston Lark Limited and Renovation Plan Premier Plus for **your** property

insurance. The complete Renovation Plan Premier Plus documents consist of:

- Policy Wording
- Policy **Schedule**
- Insurance Product Information Document or Policy Summary 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 Limited.

Aston Lark Limited
Key House
Burnham Business Park
Burnham-on-Crouch
Essex
CM0 8TE

Website: www.renovationplan.co.uk

Telephone: 01621 784840

Email: info@renovationplan.co.uk

Fax: 01621 784405

This policy has been arranged by Aston Lark Limited 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).

Index

Index	2
Privacy Notice	3
The Contract of Insurance	4
Cancellation – Your right to change your mind	5
General Definitions	6
Section 1 – Existing Structures and Contract Works	16
Section 2 – Contents	22
Section 3 – Owned Plant	23
Section 4 – Hired in Plant	25
Section 5 – Public Liability	27
Section 6 – Employers Liability	31
Section 7 – Advanced Loss of Rent/Loss of Interest	35
Section 8 – Terrorism	38
Additional Covers	42
General Conditions (applying to all sections)	43
Claims Conditions (applying to all sections)	47
General Exclusions (applying to all sections)	49
Endorsements	54
Complaints Procedure	57
Making a claim	59

AXIS Europe Privacy Notice

Privacy Notice

AXIS values its relationship with you. Protecting the privacy of your personal information is of great importance to us. We want you to understand how and why we collect personal information about you, how we use it, your rights regarding this information, the conditions under which we may disclose it to others and how we keep it secure.

What type of information do we collect about you?

The personal information we collect about you may include:

- Name, Address, Phone Number, Email
- Gender
- Marital Status
- Date and Place of Birth
- Government identification numbers - National Insurance, Social Security, Passport, Tax, Driver's License)
- Family Information
- Banking Information
- Health Information / Medical History
- Criminal History
- Credit History and Credit Score
- Claims/Policy Numbers

How do we collect information about you?

We primarily collect personal information from you or your representative through the policy application process. However, we may also collect information about you from your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, relevant government agencies, and those who may be involved in a claim – claimants, witnesses, experts, adjustors, and others.

Why are we collecting your personal information?

We may collect your personal information for the following purposes:

- Account Setup, including Background Checks
- Evaluating Risks to be Covered
- Risk Modeling and Underwriting
- Customer Service Communications
- Payments to/from Individuals
- Managing Insurance or Reinsurance Claims
- Defending or Prosecuting Legal Claims
- Investigating or Prosecuting Fraud
- Complying with Legal or Regulatory Obligations
- Direct Marketing Activities

Where does your information go?

We may need to transfer your personal information to our affiliates, reinsurers, agents or contractors, which may be located outside of the European Economic Area (EEA). We will continue to protect any transferred personal information in keeping with all applicable privacy requirements. For more information, please contact the Data Protection Officer.

How long do we keep your information?

We will keep your personal information only so long as is necessary to provide service to you under your policy. Specifically, we will keep your information for so long as a claim may be brought under the policy, or where we are required to keep your personal information to satisfy legal or regulatory obligations.

Your Rights

Under certain circumstances, you have the right:

- To receive a copy of the personal information we have collected from you
- To receive further details of the use we make of your information
- To update or correct the personal information we hold about you
- To require us to delete any personal information we no longer have a lawful purpose to use
- To restrict our use of your personal information
- If you are not satisfied with our use of your personal information, to file a complaint with the appropriate supervisory authority.

There are specific conditions where we may need to restrict the rights described above, in order to safeguard the public interest (e.g., the prevention or detection of crime) or our interests (e.g., to maintain legal privilege).

How to Contact Us Address any questions regarding our privacy practices or this Notice to:

Name: Dan Gill, Data Protection Officer
Email: dpo@axiscapital.com
Address: Plantation Place South, 60 Great Tower Street, London EC3R 5AZ
Phone: +44 207 877 3833
<http://www.axiscapital.com/corp/privacy-policy>

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 Limited 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 Limited 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 Limited 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 Limited is inaccurate or incomplete, **you** must inform Aston Lark Limited 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.

Cancellation

Your right to change your mind.

You may cancel the insurance, without giving reason, by contacting Aston Lark Limited. **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.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

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**.

Your Insurers

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Signed for and on behalf of the insurer



Peter Blanc

CEO Aston Lark Limited

Definitions (Applicable to the whole policy)

Certain words and terms within this **policy** are defined and have a specific meaning. These words and terms, as defined below, have the same meaning wherever they appear in the **policy**. All defined terms within the **policy** are **bold** so that they can be easily identified.

As required by the context of the sentence(s) or paragraph(s) in which they are present throughout this **policy** definitions will be read to:

(a) be plural where singular or singular where plural;

(b) appear in current, past or future tense;

and, any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expressions are examples and will not limit the interpretation of the words or terms preceding those terms.

average (underinsurance)

if at the time of any physical loss or damage to **insured property**, it is found that the original value declared to **us** and stated as the **sum insured** and/or **limit of liability** is less than the value of the **insured property** at the time of such physical loss or damage, then **you** will be considered as **your** own insurer for the difference and will accordingly bear a pro rata proportion of the cost of the physical loss or damage.

business

the completed **project**, the subject of this insurance.

contract

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

construction period

the period during which **contract works** are physically undertaken by the contractor and/or subcontractors, including if insured, the **testing and commission period** but prior to commencement of any **rectification period**.

The **construction period** will end upon:

(a) expiry of the period stated in the **schedule**, or

(b) issue of a certificate of completion or taking over certificate, or,

(c) achievement of **practical completion**, or

(d) being taken into use,

whichever is the earlier and for a further 14 day period solely where the contractor is required to insure under the terms of the **contract**.

contents

household contents as defined within section 2 and applies only when stated in the **schedule** as being insured.

consequential loss

any loss which happens as a result of, or is a side effect of, an event for which **you** are insured.

contract works

the specified scope of works described in the statement of fact and undertaken in performance of the **contract** and including **temporary works**, **site materials**, and **free issue materials**.

Definitions (Continued)

denial of service attack

any actions or instructions constructed or generated with the ability to damage, interfere with, or otherwise affect the availability of networks, network services, network connectivity, or information systems.

employee

any person whilst working for **you** in connection with the **contract works** under **your** direct instruction including:

- (a) any contractor, subcontractor, or any servant or agent of **yours** or of the contractors or subcontractors or **other insured parties**;
- (b) any labour master or labour only subcontractor or person supplied by them;
- (c) any self-employed person;
- (d) any person who is borrowed by or hired to **you** including persons on secondment from overseas countries;
- (e) any trainee or person undergoing work experience;
- (f) prospective employees being assessed by **you** as to their suitability for employment;
- (g) any voluntary helper.

endorsement(s)

A change in the terms and conditions of this insurance

excess

The amount for which **you** are responsible as the first part of any agreed claim as stated in the **schedule**.

existing structures

the structure of the buildings which existed on the **site** prior to commencement of the **contract works** including **your** fixtures and fittings, foundations, yards, paths, roads, hoardings and walls around, and pertaining to the building, or other property which has been declared to **us** as being those structures which are being renovated, refurbished, extended or worked upon as part of the **contract works**, or other property

which **we** have agreed to provide cover for and which is described in the **schedule**.

existing structures does not include:

- (a) unless **you** have legal responsibility for them;
 - (i) telephone, gas, water and electricity meters, pipes and cables
 - (ii) drains, sewers or water courses and any cost in cleaning or making good;
- (b) gates or fences
- (c) moveable property in the open other than materials being recycled or recovered from the **existing structure** for re-use in the works.

financial Loss

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

free Issue materials

unfixed materials and goods supplied by **you** for incorporation into the **contract works** and for which **you** are responsible, but which have not been included in the final valuation of the **contract works**, the total value of which must be included in any declaration made in respect of General Condition 5 Premium Adjustment Clause of this **policy**.

Definitions (Continued)

hacking

unauthorised access to any computer, or other equipment, or component, or system, or item which processes, stores, transmits, retrieves or receives data, whether such equipment belongs to **you** or not.

heave

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

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** against Section 4 – **hired in plant**.

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**.

injury

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

insured property

the property insured by this **policy** which when stated in the **schedule**, will include:

(a) **contract works**,

(b) **free issue materials**,

(c) **existing structures**,

(d) **owned plant** and tools

(e) **hired in plant**,

(f) household **contents**.

insured property does not include prototype, experimental, untried, or unproven, works or machinery.

landslip

downward movement of sloping ground.

limit of liability

the maximum amount stated in the **schedule** which **we** will be liable to pay as compensation.

original estimated contract price

the estimated or quoted value of the **contract works** prior to commencement including any other cost in connection with the **contract**.

other insured parties

parties other than **you** who are stated in the **schedule**:

(a) and are required by the terms of the **contract** to be, or,

(b) whose interest **we** have specifically agreed to be included in the **policy** as joint named insured to **your policy**.

Definitions (Continued)

owned 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, tools and equipment owned by **you**, or **owned plant** specifically described in the **schedule** against Section 3 – **owned plant**.

period of insurance

the length of time covered by this insurance as shown in 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

policy

this document, **your schedule** and any **endorsement(s)**.

practical completion

when in the architect's or **contract** administrator's opinion, completion of the **contract works** is achieved such that, regardless of any minor rectification works to be addressed during the **rectification period**, the **project** is ready for human habitation.

project

(a) **contract works**,
(b) **free issue materials**,
(c) **existing structures**,

rebuild cost

the cost of rebuilding or repairing the **existing structure** that has suffered physical loss or damage to the same condition prevailing at the time of the occurrence of the physical loss or damage.

rectification period

the period stated in the **schedule** (also sometimes referred to as the maintenance period or the defects liability period) that is detailed under the terms of the **contract** where the contractor is contractually obliged to rectify or remedy any defects in the **contract works**.

The **rectification period** will commence immediately following the **construction period** and will not exceed a period of 12 months, or the period detailed in the **contract** if less.

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 ten years of construction.

site

the location where the **contract works** are undertaken within the enclosed area or formal boundary that immediately surrounds **your** property.

site materials

those defined within the **contract** document, or in the absence of such a definition will mean all unfixed materials.

Definitions (Continued)

standard construction

constructed of brick, stone or concrete, Structural Insulated Panels (SIPs), Insulated Concrete Formwork (ICF) and roofed with slates, tiles, asphalt, metal or concrete and not:

(a) roofed in whole or in part with thatch

(b) of timber framed construction (other than normal roof trusses, supports and beams) or otherwise constructed or insulated with combustible material.

subsidence

downward movement of the ground beneath the **site** other than by **settlement**.

sum insured

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

terrorism

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.

temporary works

structures and their materials that are necessary for access to or support of the works and will:

(a) be removed from the **contract site** on or before the date of **practical completion** of the **contract works**.

(b) not normally be used again in connection with other contracts.

territorial limits

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

testing and commissioning period

the period commencing for each item of **insured property** with the application of the first test-load or the first introduction of fuel, feedstock or process materials or when supply to a system commences and lasts for the duration stated in the **schedule** or until the item has passed its tests, whichever is the earlier.

transit

the carriage of the **insured property** within the **territorial limits** to or from the **site** including loading on to and unloading from the conveyance used but excluding any **transit** by sea or air.

virus or similar mechanism

any program, code, programming instruction, or any set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not.

we/us/our

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you/your

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

Definitions applying specifically to Section 3, Owned Plant

market value

the estimated amount that **your insured property** should sell for, fair wear and tear excepted, had that sale been achieved prior to the occurrence of physical loss or damage insured under this section of the **policy**, in an fair sales transaction where each party involved in the sale has acted knowledgeably, prudently and without compulsion.

Definitions applying specifically to Section 5 Public Liability

asbestos

crocidolite, amosite, chrysotile, fibrous actinolite, anthophyllite or fibrous tremolite or any mixture containing any of those materials.

asbestos containing materials

any material containing **asbestos** or **asbestos dust**.

asbestos dust

fibres or particles of **asbestos**.

damage

Accidental loss of possession of or accidental damage to tangible property

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 or event which results in **Injury** or **Damage** neither expected nor intended by **you**.

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**.

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 6 Employers Liability

asbestos

crocidolite, amosite, chrysotile, fibrous actinolite, anthophyllite or fibrous tremolite or any mixture containing any of those materials.

damage

Accidental loss of possession of or accidental damage to tangible property

defence costs

All costs fees and expenses incurred by **you** with **our** prior written consent

indemnity limit

means the applicable limit stated in the **schedule**

injury

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

occurrence

An accident or event which results in **injury** or **damage** neither expected nor intended by **you**.

Definitions applying specifically to Section 7, Advanced Loss of Rent and Loss of Interest

additional loan interest

charges incurred by **you** during the **indemnity period** on capital borrowed in order to continue to finance the **project** including an amount equivalent to the actual cost incurred by **you** in respect of the acquisition cost of raising or extending such loans.

anticipated start date of commercial operations

the date stated in the **schedule** and detailed in the **contract** when the **contract works** are due to be completed and the **business** is planned to commence.

anticipated rental income

the amount of **rental income** that would have been achieved during the **indemnity period** if the insured physical loss or damage had not occurred.

The **anticipated rental income** will be calculated based on a professional valuation of the likely **rental income** that would have been achieved during the **indemnity period**, with adjustments being made to account for trends and other circumstances affecting the **anticipated rental income** during the **indemnity period**, so that the sum represents as accurately as possible the **anticipated rental income** that would have been received if the physical loss or damage had not occurred.

indemnity period

the period during which the operations of the **business** are affected due to the physical loss or damage starting from the date of loss and ending not later than the **maximum indemnity period**.

interbank lending rate

the prevailing BBA LIBOR (British Banking Association London Interbank Offered Rate) for a Pound Sterling (GBP) 12 month loan at the date of the physical loss or damage.

interest on tied capital

payments that **you** have lost during the **indemnity period** as a result of using **your** own funds to finance the **project**.

maximum indemnity period

the number of months stated in the **schedule**.

rental income

the money paid, or payable to **you** as rent

time exclusion

the period of time stated in the **schedule** beginning with the **anticipated start date of commercial operations** of the **project** had the physical loss or damage not occurred and during which **we** will not be liable for **Financial Loss** or any other costs or expenses.

Definitions applying specifically to Section 8, Terrorism

Act(s) of Sabotage

a subversive 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 in fear for such purposes.

Act(s) of Terrorism

an act or series of acts, including 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), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Occurrence

any one loss and/or series of losses arising out of and directly occasioned by one **Act of Terrorism** series of **Acts of Terrorism** or **Acts of Sabotage** for the same purpose or cause. The duration and extent of any one **Occurrence** will be limited to all losses sustained by **you** at the property insured during any period of 72 consecutive hours arising out of the same purpose or cause. However, no such period of 72 consecutive hours may extend beyond the expiration of this Policy section unless **you** first sustain direct physical damage by an **Act of Terrorism** or an **Act of Sabotage** prior to expiration and within said period of 72 consecutive hours nor will any period of 72 consecutive hours commence prior to the attachment of this Policy section.

Section 1: Existing Structures and Contract Works

The following applies only if the **schedule** shows that it is included

What Is Covered

This Section provides **you** with insurance cover for physical loss or damage occurring during the **construction period** to:

- a) **existing structures** at the **contract site**
- b) **contract works** on or adjacent to the site and whilst in **transit**

If physical loss or damage which is insured under this **policy** occurs **we** can pay **you** the value of the **existing structures** and/or **contract works** at the time of the occurrence, or, at **our** option, pay **you** the cost of reinstating or replacing such **existing structures** and/or **contract works** and any such payment can be made subject to reinstatement or replacement taking place.

How Much We Will Pay

We will not pay more than:

- a) **existing structure**
 - in respect of any one loss, or series of losses arising from any one occurrence
 - (i) the **rebuild cost** or,
 - (ii) the **sum insured** plus 10% uplift
 - whichever is the lesser amount
- b) **contract works**
 - (i) the **original estimated contract price** plus the cost of any additions, amendments or variations including the value of **free issue materials** or,
 - (ii) the **sum insured** plus 25% uplift
 - whichever is the lesser amount

Section 1: Existing Structures and Contract Works (Continued)

Additional Covers applying only to Section 1 Section 1 is extended to include the following Additional Covers which are provided in addition to the sum insured	
1. Plans and Documents	<p>We will pay for clerical cost necessarily incurred in re-writing or reproducing plans, drawings or other contract documents following physical loss or damage insured under this policy section occurring during the period of insurance within the territorial limits.</p> <p>We will not pay more than 20% of the contract works for this additional cover.</p>
2. Rectification Period	<p>We will pay for the cost of physical loss of or damage insured under this policy section to the contract works during the rectification period and not exceeding 12 months arising from a cause occurring prior to the commencement of such period or caused during the course of any operations carried out for the purpose of complying with the obligations under the provisions of the contract in respect of any rectification period.</p> <p>This Additional cover applies solely where demanded by, and to no greater extent than, the requirement under contract.</p>
3. Dismantling or Demolition	<p>We will pay for:</p> <ul style="list-style-type: none"> (a) the cost necessarily incurred in respect of: <ul style="list-style-type: none"> (i) removal of debris, (ii) dismantling or demolition, (iii) shoring or propping up, (iv) clearance of drains and sewers, (v) dewatering, <p>resulting from physical loss of or damage insured under Section 1, and for which cover is provided by this policy.</p> <ul style="list-style-type: none"> (b) the cost of removal of debris arising from unauthorised tipping occurring after commencement of the contract. <p>We will not pay more than the 20% of the existing structures and contract works total sum insured.</p>

Section 1: Contract Works and Existing Structures (Continued)

<p>4. Loss Avoidance Measures</p>	<p>We will pay costs incurred in taking exceptional measures to prevent or mitigate impending physical loss or damage insured by this section of the policy.</p> <p>Provided that:</p> <p>(a) physical loss or damage would reasonably be expected if such measures were not implemented.</p> <p>(b) we are satisfied that physical loss or damage has been avoided or mitigated by taking the exceptional measures.</p> <p>(c) the amount we will pay is limited to the cost of physical loss or damage which would have occurred if the exceptional measures had not been taken.</p> <p>(d) the terms, Conditions and Exclusions of this policy apply as if physical loss or damage had occurred.</p> <p>We will not pay more than the 20% of the existing structures and contract works total sum insured.</p>
<p>5. Off Site Storage / transit</p>	<p>We will pay for the cost of physical loss or damage insured under this policy section 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 and whilst temporarily stored within the territorial limits.</p> <p>We will not pay more than the 20% of the existing structures and contract works total sum insured.</p>
<p>6. Local Authorities</p>	<p>We will pay for the additional cost of reinstatement of the contract works and/or existing structures which has suffered insured physical loss or damage insured under this policy section.</p> <p>Provided that:</p> <p>(a) such cost is incurred solely to comply with European Union Legislation for building and other regulations under, or framed in pursuance of, any Act of Parliament or with the bye-laws of any municipal or local authority.</p> <p>(b) the work of reinstatement must be commenced and carried out within a reasonable timescale and may be carried out wholly or partially upon another location subject to the amount we are liable to pay not being increased by doing so.</p> <p>We will not pay for:</p> <p>(i) cost incurred in complying with any of the said legislation, regulations or bye-laws;</p> <ol style="list-style-type: none"> 1. under which notice has been served on you prior to the occurrence of the physical loss or damage, 2. in respect of undamaged contract works and/or existing structures, or portions of undamaged contract works and/or existing structures, other than foundations. <p>(ii) the amount of any tax rate, development duty or other charge or assessment arising out of capital appreciation which may be payable in respect of contract works and/or existing structures or by you as the owner of the contract works and/or existing structures in order to comply with any legislation, regulations or bye-laws.</p>

Section 1: Contract Works and Existing Structures (Continued)

<p>7. Architects Surveyors and Consulting Engineers Fees</p>	<p>We will pay architects, surveyors, consulting engineers, and other professional fees necessarily incurred in the reinstatement of the project following physical loss or damage for which cover is provided by this policy. We will not pay for the cost of preparing any claim.</p>
<p>8. Trace and Access</p>	<p>We will pay 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. We will not pay more than the 20% of the existing structures and contract works total sum insured.</p>
<p>9. Alternative Accommodation</p>	<p>We will pay the additional cost incurred by you for renting similar temporary accommodation if the contract works/existing structures are uninhabitable as a result of physical loss or damage insured under this policy section to and resulting delay in achievement of practical completion and/or handing over of the contract works.</p> <p>We will not pay:</p> <p>(a) for alternative accommodation cost unless they are incurred as a direct consequence of physical loss or damage to contract works and/or existing structures for which cover is provided under Section 1 of this policy. (b) more than 20% of the existing structures and contract works total sum insured.</p>
<p>10. Expediting Expenses</p>	<p>We will pay costs incurred by you in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport as a result of damage to the contract works providing that the amount payable does not exceed 20% of the contract works sum insured</p>
<p>11. VAT Extension</p>	<p>Following damage insured under the policy, in the event that the contract works sum insured does not include a Value Added Tax amount, the contract works sum insured will automatically be increased to the extent of the Value Added Tax applicable to the policy, subject to a maximum of 20%. At completion of the works you will be required to declare to us the final contract value and we will adjust the premium charged accordingly against the last supplied contract value</p>

Section 1: Contract Works and Existing Structures

(Continued)

Exclusions applying only to Section 1 The following Exclusions apply to this Section. In addition, please refer to the General Exclusions which apply to all Sections of the policy .	
1. Partial Completion	<p>We do not cover physical loss or damage to the project or any part of it where:</p> <p>(a) a certificate of completion or taking over certificate has been issued, or,</p> <p>(b) practical completion has been achieved, or</p> <p>(c) the project has been taken into use,</p> <p>However, where parts of the project are completed and handed over to you during the construction period, this Exclusion will not apply if existing structures are detailed in the schedule as insured and where other phases of the contract works remain incomplete.</p> <p>Provided that:</p> <p>(i) the contract works sum insured will automatically be reduced by the amount of the contract works completed and handed over to you and the existing structures sum insured will automatically be increased by the amount of contract works completed and handed over to you.</p> <p>(ii) the process of reduction and increase in sum insured detailed in (i) above will continue until all of the contract works are completed and:</p> <ol style="list-style-type: none"> 1. the existing structure is fully restored to your control, or, 2. alternative insurance has been arranged, whichever occurs first. <p>(iii) as a result of this Exclusion, our liability will: not be increased in any way and for the avoidance of doubt, under no circumstances will we pay more than the sum(s) insured stated in the schedule. cease on expiry of the period of insurance.</p>
2. Defective Design, Materials, or Workmanship	<p>We do not cover physical loss of or damage to, or the cost necessary to replace, repair, or rectify:</p> <p>(a) insured property which is in a defective condition due to a defect in design, plan, specification, materials, or workmanship of such insured property or any part of it.</p> <p>(b) insured property which is necessary to enable the replacement, repair or rectification of insured property excluded by (a) above.</p> <p>Item(a) above will not apply to other insured property which is free of the defective condition but is damaged as a result of the loss or damage.</p>

Section 1: Contract Works and Existing Structures (Continued)

<p>3. Non-Ferrous Metals</p>	<p>We do not cover theft of unfixed non-ferrous metals of any description unless they are contained within: (a) a secured and locked purpose built security container; (b) the existing structures and all openings have been secured by doors and windows having been fitted and doors and windows have been locked.</p>
<p>4. Subsidence, Heave or Landslip</p>	<p>We do not cover physical loss or damage by subsidence or heave of the site on which the project stands or landslip: (a) to swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless the site is damaged by the same cause and at the same time. (b) caused by or arising from impact and infill. (c) caused by or arising from settlement. (d) caused by or arising from riverbank or coastal erosion. (e) caused by or arising from any movement of solid floor slabs, unless the foundations beneath the exterior walls of the project are damaged by the same cause and at the same time.</p>
<p>5. Breakdown or Explosion</p>	<p>We do not cover physical loss of or damage to any part of the contract works caused by its own electrical or mechanical breakdown or explosion</p>

Section 2: General Contents

The following applies only if the **schedule** shows that it is included

What Is Covered

Loss or damage occurring during the **period of insurance** to the **contents** within the locked **existing structure(s)**, situated within the premises named in the **schedule**, all of which are owned by **you** or for which **you** are legally responsible.

How Much We Will Pay

We will not pay more than the **sum insured** limit as noted under Section 2 on the **schedule**.

Exclusions applying only to Section 2

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

- motor vehicles, caravans, trailers or water craft and their attached accessories;
- livestock;
- any part of the building(s);
- any property specifically insured under any other insurance;
- 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
- property 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
- mechanical, electrical, or manually powered implements hired in by **you**, on a hire purchase, lease agreement, or which is on free loan to **you**.
- mechanical, electrical, or manually powered implements owned by **you**.

Section 3: Owned Plant

The following applies only if the **schedule** shows that it is included

What Is Covered

This Section provides **you** with insurance cover for physical loss or damage occurring during the **period of insurance** to **owned plant** and tools used in performance of the **contract works** whilst situated anywhere within the **territorial limits** and whilst in **transit**.

How Much We Will Pay

We will not pay more than:

a) For **owned plant** more than one year old; the **market value** of the item(s) concerned at the time of the physical loss or damage up to the **sum insured** irrespective of the number of losses or claims notified.

Where economical and practical, **we** will agree to repair the damaged portion of the **owned plant** to the condition it was in prior to the damage occurring.

b) For **owned plant** one year old or less; the cost of replacement up to the **sum insured** irrespective of the number of losses or claims notified.

Where repair is:

- (i) Uneconomic or impractical, **we** will agree replacement by new property of equal performance or capacity or, if this is impossible, its replacement by new property having the nearest higher performance or capacity to the **owned plant** physically lost or damaged,
- (ii) economic and practical, **we** will agree to repair the damaged portion of the **owned plant** to the condition it was in prior to the damage occurring

Provided that:

- Replacement or repair is carried out without delay and in the most economical manner
- Where any **owned plant** is physically damaged or lost in part only the amount **we** will pay will not exceed the cost of replacement had it been wholly lost.
- **we** reserve the right to make no payment until replacement or repair has been carried out.
- the amount **we** pay will not exceed the new replacement value of the **owned plant** physically lost or damaged.
- If replacement is not carried out the amount **we** pay will not exceed the **market value** of the item(s) subject to the cost not exceeding the cost of replacement

Section 3: Owned Plant (Continued)

<p>Additional Cover applying only to Section 3 Section 3 is extended to include the following Additional Covers which are provided in addition to the sum insured</p>	
<p>1. Immobilised Plant</p>	<p>1. We will pay for the cost necessarily incurred in the recovery of unintentionally immobilised owned plant (other than plant or equipment working underground or underwater) providing recovery is not made necessary by or results from; (i) its own electrical or mechanical breakdown, failure or explosion. (ii) failure to maintain plant or equipment in accordance with manufacturers recommendations. 2. We will not pay more than (i) the sum of £25,000 We will not be liable for physical loss or damage caused by the process of recovery or for the costs of rectifying electrical or mechanical breakdown</p>
<p>Conditions applying only to Section 3 The following Conditions apply to this Section. In addition, please refer to the General Conditions which apply to all Sections of the policy.</p>	
<p>1. Losses from Vehicles Limitation</p>	<p>in respect of any one event involving theft of or malicious damage to machine attachments, power tools, hand tools, and manually powered implements from vehicles we will not pay more than £5,000 under this policy prior to the application of the excess.</p>
<p>Exclusions applying only to Section 3 The following Exclusions apply to this Section. In addition, please refer to the General Exclusions which apply to all Sections of the policy.</p>	
<p>1. Excluded Parts</p>	<p>We do not cover physical loss of or damage to: (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>
<p>2. Plant Hired Out</p>	<p>We do not cover physical loss of or damage to any owned plant whilst hired out or on loan to any third party.</p>
<p>3. Breakdown or Explosion</p>	<p>We do not cover physical loss of or damage to owned plant caused by its own electrical or mechanical breakdown or its own explosion.</p>

Section 4: Hired in Plant

The following applies only if the **schedule** shows that it is included

What is Covered

This Section insures **your** legally liability under the terms of a hiring agreement to pay
(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 **territorial limits** including whilst in **transit** other than by sea or air

We will also, where legal proceedings have been defended, with **our** written consent, pay legal
expenses for which **you** may be liable.

How Much We Will Pay

The total amount **we** will be liable to pay including costs and expenses:
in respect of any one loss, or series of losses arising from any one occurrence
irrespective of the number of losses or claims notified, will not exceed the **sum insured**

Section 4: Hired in Plant (Continued)

<p>Additional Covers applying only to Section 4 Section 4 is extended to include the following Additional Covers which are provided in addition to the sum insured</p>	
<p>1. Immobilised Plant</p>	<p>1. We will pay for the cost necessarily incurred in the recovery of unintentionally immobilised hired in plant (other than plant or equipment working underground or underwater) provided that recovery is not made necessary by or results from;</p> <ul style="list-style-type: none"> • its own electrical or mechanical breakdown, failure or explosion. • failure to maintain plant or equipment in accordance with manufacturers recommendations. <p>2. We will not pay more than</p> <ul style="list-style-type: none"> • the sum of £25,000 <p>We will not be liable for physical loss or damage caused by the process of recovery or for the costs of rectifying electrical or mechanical breakdown</p>
<p>Conditions applying only to Section 4 The following Conditions apply to this Section. In addition, please refer to the General Conditions which apply to all Sections of the policy.</p>	
<p>1. Losses from Vehicles Limitation</p>	<p>In respect of any one event involving theft of or malicious damage to machine attachments, power tools, hand tools, and manually powered implements from vehicles we will not pay more than £5,000 under this policy prior to the application of the excess.</p>
<p>Exclusions applying only to Section 4 The following Exclusions apply to this Section. In addition, please refer to the General Exclusions which apply to all Sections of the policy.</p>	
<p>1. Excluded Parts</p>	<p>We do not cover loss of or damage to:</p> <p>(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.</p> <p>(b) safety or protective devices due to their functioning.</p>

Section 5: Public Liability

The following applies only if the **schedule** shows that it is included

What is Covered	
1. Legal liability and claims costs	<p>We will pay up to the sum insured if you become legally liable to pay damages and/or claimants costs and expenses in respect of:</p> <ul style="list-style-type: none"> • 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 the your care, custody and control. <p>Occurring anywhere within the territorial limits during the period of insurance.</p> <p>We also pay claims costs.</p> <p>We also pay the solicitor's fee incurred with our written consent for the representation of you at:</p> <p>I. any coroner's inquest or fatal accident inquiry in respect of any death</p> <p>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</p>
2. Limit of Liability	<p>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 sum insured stated in the schedule.</p>
3. Indemnity to Principals	<p>We will insure 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.</p> <p>Provided always that</p> <ul style="list-style-type: none"> (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	<p>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:</p> <ul style="list-style-type: none"> • 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. <p>*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</p>

	<p>guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.</p> <p>We will not pay more than £2,000,000 for any one event plus any costs and expenses we have agreed to in writing.</p>
<p>5. Compensation for court appearance</p>	<p>We will pay up to £250 per day for any director or partner if you have to attend court either as a witness or at our request in connection with a claim</p>

Section 5: Public Liability (Continued)

Exclusions applying only to Section 5	
The following Exclusions apply to this Section. In addition, please refer to the General Exclusions which apply to all Section of the Policy .	
1. The Excess	The first £1,000 of each and every claim in respect of third party property unless otherwise stated in the schedule as higher.
2. Employers Liability	Compulsory Employers Liability
3. Territorial Limits	Liability arising outside the territorial limits
4. Loss or damage to property owned by you or in your custody or control.	This exclusion does not apply to: <ul style="list-style-type: none"> • 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	
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	<ul style="list-style-type: none"> • 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 investigating or removing, reinstating, replacing, reapplying, or rectifying defective, harmful or unsuitable goods, materials or work supplied, used or undertaken.

Section 5: Public Liability (Continued)

11. Fines and penalties liquidated damages fines or penalties	<ul style="list-style-type: none"> • pre agreed costs between the contracted parties for failing to keep to the terms of a contract. • liability in respect of liquidated damages, fines or penalties which attach solely because of a contract or agreement
12. Asbestos	<p>legal liability in any way arising from or contributed to by:</p> <ul style="list-style-type: none"> • 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	<p>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.</p>
14. Liability from any infectious disease or condition.	
15. Defective Premises Act	<p>You are not covered for liability arising:</p> <ul style="list-style-type: none"> • from an incident which happens over seven years after this insurance ends or your premises were 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	<p>Any financial loss</p>
17. Deliberate Acts	<p>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.</p>

Section 6 – Employers Liability

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

What is covered

We will indemnify **you** against **your** legal liability to pay compensatory damages (including claimant costs, fees and expenses) for **injury** to any **employee** where such **injury** arises out of and is sustained in the course of employment by **you** and occurs during the **period of insurance** within the **territorial limits**

Provided that the action for damages is brought against **you** in a court of law in the **territorial limits**

We will also pay **defence costs** in the defence or settlement of any claim under this Section.

Our total liability under this Section will not exceed the **indemnity limit** in respect of any one claim against **you** or series of claims against **you** arising out of one **occurrence**. The **indemnity limit** includes **defence costs**.

EMPLOYER'S LIABILITY COMPULSORY INSURANCE CLAUSE

The indemnity granted by this **policy** is considered to be in accordance with the provisions of any law enacted in the **territorial limits** relating to compulsory insurance of liability to **employees**.

If **we** have paid any sum which would not have been paid but for the provisions of such law then **you** must within 14 days repay such sum to **us**.

What is not covered

This **policy** will not apply to liability:

- (a) for which road traffic legislation requires compulsory insurance or security
- (b) for any amount payable under any workman's compensation, social security or health insurance legislation or similar legislation or any medical and/or repatriation costs
- (c) arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land
- (d) caused by or contributed to by arising from or in any way connected with or relating to
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- (e) arising from **injury** cost or expense of any nature caused by, resulting from or in any way connected with or relating to any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this Exclusion an Act of Terrorism means an act including but not limited to the threat and/or the use of 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

This Exclusion also excludes **injury**, cost or expense of any nature, caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism

If **we** allege that by reason of this Exclusion any **injury**, cost or expense is not covered by this **policy** the burden of proving to the contrary will be upon **you**

This Exclusion will only apply in excess of £5,000,000 any one claim against **you** or series of claims against **you** arising out of one **occurrence** (inclusive of **defence costs**).

- (f) arising from or in any way relating to **asbestos** or **asbestos** fibres including but not limited to **injury** caused by or in any way connected with **asbestos** or **asbestos** fibres or any commodity, article or thing containing **asbestos** or **asbestos** fibres or the cost of removing, nullifying or cleaning up **asbestos** fibres or any commodity, article or thing containing **asbestos** or **asbestos** fibres

In respect of this **policy** section this Exclusion will only apply in excess of £5,000,000 any one claim against **you** or series of claims against **you** arising out of one **occurrence** (inclusive of **defence costs**).

SECTION 6 - POLICY EXTENSIONS

Compensation for Court Attendance

In the event of **you** or **your employee** attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this **policy** **we** will provide compensation to **you** at the following rates for each day on which attendance is required

- (a) **you** - £250 per day
- (b) any **employee** - £150 per day

Provided that **our** total liability under this Extension during the **period of insurance** does not exceed £5,000

Criminal Prosecution Costs and Inquests

Defence costs for this Section of this **policy** are extended to include

- (i) costs of prosecution awarded against **you** and the legal fees and expenses incurred with **our** prior written consent in the defence of any investigation or prosecution of **you** for actual or alleged
 - (a) offences under Part I of the Health & Safety at Work etc Act 1974 (and/or any UK legislation of similar effect)
 - (b) corporate manslaughter or corporate homicide against **you** or other person insured by this **policy** under the Corporate Manslaughter and Corporate Homicide Act 2007provided that **we** will not be liable for any fines or penalties imposed as a consequence of such prosecution or for any costs, fees and/or other expenses incurred by or on **your** behalf or other person insured by this **policy** in complying with a publicity and/or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007
and also provided that the total sum payable in respect of corporate manslaughter and corporate homicide in (b) above will not exceed £1,000,000 in total for all such claims during the **period of insurance**
- (ii) the legal fees and expenses incurred with **our** prior written consent in **your** representation at any Coroner's Inquest or Fatal Accident Inquiry
- (iii) the legal fees and expenses incurred with **our** prior written consent in **your** defence at any proceedings in a Court of Summary Jurisdiction

in respect of **injury** which may form the subject of indemnity under this Section of this **policy**.

Unsatisfied Court Judgments

In the event that

- a) a judgment for damages is obtained against any company or individual operating from premises within the **territorial limits** by any **employee** or their personal representative in respect of **injury** caused during the **period of insurance** arising out of and in the course of their employment by **you**

and

- b) it remains unsatisfied in whole or in part six months after the date of such judgment

we will indemnify the **employee** or their personal representative up to the **indemnity limit** of this Section for the amount of damages and awarded costs which remain unsatisfied as long as

- i) there is no appeal outstanding, and
- ii) any payment made by **us** will only be in respect of **injury** for which **you** would have been entitled to indemnity under this Section of the **policy** if the judgment had been made against **you**, and

we will be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or any personal representative(s) must give all information, consent and assistance required in relation to this claim

SECTION 6 – CONDITIONS

The General Conditions also apply to this Section

Reasonable Precautions specifically applicable to this Section

You must at **your** own expense:

- (i) take all reasonable precautions to prevent **injury**
- (ii) exercise care in the selection and supervision of **employees**
- (ii) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime take any additional precautions as the circumstances require
- (iii) cease any activity that has given rise to the **injury** or can reasonably be expected to give rise to further **injury**.
- (iv) comply with all statutory requirements and other safety regulations imposed by any authority
- (v) comply with all the terms and conditions of this **policy** and ensure that any actions required by the **policy** have been completed. Failure to comply may result in **your** claim being declined or only paid in part
- (vi) issue adequate Personal Protective Equipment to all **employees** and obtain signatures for receipt. Please refer to the HSE Website for full information and guidance refer to <http://www.hse.gov.uk/toolbox/ppe.htm>

Section 7: Advanced Loss of Rent and Loss of Interest

The following applies only if the **schedule** shows that it is included

What is Covered

This Section insures **your** Monetary Loss if the **anticipated start date of commercial operations** of the **business** is delayed by more than the **time exclusion** as a direct consequence of physical loss or damage occurring during the **construction period** which is insured (or would be insured but for the application of any **excess** applicable) under Section 1 – Contract Works and Existing Structures.

For the purposes of this Section 6 “Monetary Loss” means **(a)** and **(b)** below

(a) advanced loss of rent

(i) the amount by which the **rental income** falls short of the **anticipated rental income**

(ii) increased cost of working incurred during the **indemnity period** but excluding any amounts payable out of **rental income** which will cease or which are reduced as a result of the physical loss or damage insured under this **policy**.

(b) loss of interest

(i) **additional loan interest** and increased cost of working and

(ii) **interest on tied capital** and increased cost of working incurred during the **period of insurance** but excluding any amounts:

1. saved in respect of charges or expenses which will cease or which are reduced as a result of the physical loss or damage insured under this **policy**.

2. receivable as interest earned on the proceeds of any other policy of insurance payable due to the physical loss or damage.

3. receivable as interest earned on monies invested which would not have been available for investment but for the physical loss or damage.

For the purposes of Section 6 **(a)** and **(b)** only, increased cost of working means:

the additional expenditure necessarily and reasonably incurred by **you** solely to avoid or reduce, in respect of:

(a) the loss of **rental income**,

(b) the **additional loan interest** charges and the loss of **interest on tied capital**, which would have taken place during the **indemnity period** if the additional expenditure had not been incurred, but not exceeding the amount saved by incurring the additional expenditure

How Much We Will Pay

For “Monetary Loss” or any other loss or cost, **we** will not pay more than

in respect of any one loss, or series of losses arising from any one occurrence, the amount(s) stated in the **schedule** as the **sum(s) insured** for:

(a) advanced loss of rent and

(b) loss of interest.

Section 7: Advanced Loss of Rent and Loss of Interest (Continued)

In relation to (a) - advanced loss of rent, if at the time of the physical loss or damage the **sum insured** is less than the amount calculated as due, then **we** will only pay a proportion of the claim. For example, if **your sum insured** only covers half of the amount calculated as due, **we** will only pay half of the claim.

In relation to (b) – loss of interest, If at the time of the physical loss or damage the **sum insured** on either Item below is less than the annual equivalent of:

in respect of Item(i), **your actual additional loan interest** in respect of the **project**,
in respect of Item (ii), the notional **interest on tied capital** at 2% (or such other percentage rate agreed by **us** and stated in the **schedule**) above the prevailing **interbank lending rate**,
you will be **your** own insurer for the difference and bear a proportionate share of the loss.

Unless otherwise stated in the **schedule**, the **sum(s) insured** will be reduced by the amount of any insured claim.

Additional Cover applying only to Section 7	
Section 7 is extended to include the following covers	
1. Professionals Fees	we will pay for professional accountants, legal or auditors fees incurred for producing or verifying particulars, details, or any other information or evidence to verify details of a claim under this Section of the policy . We will not pay more than the lowest amount shown as a sum insured for Section 7.
Conditions applying only to Section 7	
The following Conditions apply to this Section. In addition, please refer to the General Conditions which apply to all Sections of the policy .	
1. Schedule of Contract Works	prior to the commencement of this insurance you must provide us with a scope of works and a plan (Gantt chart or similar) of the anticipated scheduled completion dates of the contract works . Throughout the course of the contract works you must provide us with updates of any changes that will alter the course of the contract works and the scheduled dates of completion.
2. Record Keeping	in the event of physical loss or damage occurring to insured property under Section 1 – Contract Works and Existing Structures which may reasonably be expected to result in a claim under this Section, you must keep a record of: (a) the delays, containing specific details and dates, that results from the physical loss or damage to the contract works and/or existing structures together with; (b) any changes to the anticipated scheduled completion dates which result from other causes affecting the planned undertaking of the contract works and any measures taken to mitigate such delays.
3. Occupation of the contract works and existing structures	where the contract works or existing structures are occupied during the course of completion of the contract , any income received will be taken into account when calculating any amounts payable to you in respect of cover provided by this Section.

Section 7: Advanced Loss of Rent and Loss of Interest (Continued)

Exclusions applying only to Section 7 The following Exclusions apply to this Section. In addition, please refer to the General Exclusions which apply to all Sections of the policy .	
1. Inevitable Damage, Cost and Financial Losses	This policy does not provide cover under this Section for costs or expenses which would have been incurred by you whether physical loss or damage to contract works or existing structures had occurred or not.
2. Early Completion – Expediting the Completion of the Project	This policy does not provide cover under this Section in respect of any costs or expenses incurred solely to expedite achievement of practical completion of the contract works , or any part of the contract works , at an earlier date than the contract works would have been completed on if loss or damage had not occurred.
3. Redesign, Alteration, Addition and Improvement	This policy does not provide cover under this Section in respect of any costs or expenses incurred in redesigning, altering, adding to, or improving the project , or rectification of defects or faults, or elimination of any deficiencies carried out after physical loss or damage has occurred.
4. Insufficient Funds	This policy does not provide cover under this Section in respect of any costs or expenses resulting from any delay due to your inability to provide sufficient funds for the repair or replacement of the insured property
5. Time Exclusion	This policy does not provide cover under this Section in respect of any costs or expenses incurred during the time exclusion period stated in the schedule .

Section 8: Terrorism (Excluded unless stated on the schedule as included)

What is Covered

Subject to the exclusions, limits and conditions-contained, this Section covers **insured property** against physical loss or damage occurring during the **Period of Insurance** caused by an **Act of Terrorism** or an **Act of Sabotage**

How Much We Will Pay

The total amount **we** will be liable to pay including costs and expenses: in respect of any one loss, or series of losses arising from any one **occurrence** irrespective of the number of losses or claims notified, will not exceed the **sum insured**.

Additional Covers applying only to Section 8	
Section 8 is extended to include the following Additional Covers.	
Debris Removal	This policy section also covers, within the sum insured, expenses incurred in the removal of debris of insured property damaged by an Act of Terrorism or an Act of Sabotage from the site . The cost of removal of debris will not be considered in determination of the valuation of the property covered.
Experts Fees	This policy section includes, within the sum insured, the necessary fees of architects, surveyors, consulting engineers and other professional experts which are incurred in reinstating or repairing the insured property following damage insured under this policy section.

Exclusions applying only to Section 8

The following Exclusions apply to this Section. In addition, please refer to the General Exclusions which apply to all Sections of the **policy**.

Nuclear Exclusion	We do not cover loss or damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
War Exclusion	We do not cover loss or damage occasioned directly or indirectly by war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.
Illegal Occupation	We do not cover loss by seizure or legal or illegal occupation unless physical loss or damage is caused directly by an Act of Terrorism or an Act of Sabotage .
Public Authority	We do not cover loss or damage caused by confiscation, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority which deprives you of the use or value of your property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade.
Pollution	We do not cover loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants include but are not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.
Asbestos	We do not cover loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
Chemical / Biological	We do not cover loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.
Fines and Penalties	We do not cover any fine or penalty or other assessment which is incurred by you or which is imposed by any court, government agency, public or civil authority or any other person.
Hacking / Computer Virus	We do not cover loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion will not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
Vandalism	We do not cover loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion

Government Enforcement	We do not cover loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any insured property
Prevention	We do not cover loss or damage caused by measures taken to prevent, suppress or control an actual or potential act of terrorism or act of sabotage unless agreed by us in writing prior to such measures being taken.
Consequential Loss	We do not cover any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working.
Utilities	We do not cover loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service
Threat or Hoax	We do not cover loss or increased cost as a result of threat or hoax.
Burglary	We do not cover loss or damage caused by or arising out of burglary, house - breaking, looting, theft or larceny
Unexplained Loss	We do not cover loss or damage caused by mysterious disappearance or unexplained loss.
Mould and Mildew	We do not cover loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

Conditions applying only to Section 8	
The following Conditions apply to this Section. In addition, please refer to the General Conditions which apply to all Sections of the policy .	
Joint Insured	Our total liability for any loss or losses sustained by any one or more of the Insureds under this Insurance will not exceed the sum insured shown in the Schedule . We have no liability in excess of the sum insured whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.
Situation	This Policy section insures insured property located at the addresses stated in the Schedule .
Protection Maintenance	Any protection provided for the safety of the insured property must be maintained in good order throughout the currency of this Policy and be in use at all relevant times, and that such protection must not be withdrawn or varied to the detriment of our interests without our consent.
Valuation	In the event of damage, settlement will be based upon the cost of repairing, replacing or reinstating (whichever is the least) property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions: - The repairs, replacement or reinstatement must be executed with due diligence and dispatch; Until replacement/ repair or reinstatement have been effected the amount of liability under this Policy section in respect of loss will be limited to the actual cash value at the time of loss If replacement with material of like kind and quality is restricted or

	<p>prohibited by any by-laws, ordinance or law, any resulting increased cost of replacement will not be covered by this Policy section.</p> <p>Our liability for loss under this Policy section will not exceed the smallest of the following amounts:</p> <p>The Policy limit applicable to the destroyed or damaged property,</p> <p>The replacement cost of the property or any part of such property which was intended for the same occupancy and use, as calculated at the time of the loss,</p> <p>The amount actually and necessarily expended in replacing said property or any part of such property.</p> <p>We will normally expect you to carry out repair or replacement of the insured property, but if you and we agree that it is not practicable or reasonable to do this, we will pay you an amount based on the repair or replacement costs, less an allowance for fees and associated costs which are not otherwise incurred. We will only pay you up to the Sum Insured shown in the Schedule.</p>
Incorrect Declaration Penalty	<p>If the values declared as stated in the Schedule are less than the correct insured values as determined above, then any recovery otherwise due under this policy section will be reduced in the same proportion that the values declared bear to the values that should have been declared, and you must co-insure for the balance.</p>
Salvage and Recoveries	<p>All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy section will be applied as if recovered or received prior to the said settlement and all necessary adjustments will be made</p>
Inspection and Audit	<p>We or our agents will be permitted but not obligated to inspect your property at any time.</p> <p>Neither our right to make inspections nor the making of nor any report on such inspections will constitute an undertaking, on behalf of you or for your benefit or others, to determine or warrant that such property is safe.</p> <p>We may examine and audit your books and records at any time up to two years after the final termination of this Policy, as far as they relate to the subject matter of this Insurance.</p>

General Additional Covers

The Additional Covers below may apply to more than one Section(s) of the **policy** and any are provided in addition to the **sum insured** and/or **limit of liability** unless otherwise stated in the **schedule**.

Where applicable the Section(s) of the **policy** are extended to:

<p>1. Multiple Insureds Cover</p>	<p>Includes and provides cover to other insured parties that are required to be a joint named insured to this policy. Provided that:</p> <p>(a) General Condition 1 Multiple Insured Requirements is complied with in full.</p> <p>(b) If there is more than one party, each operating as a separate and distinct entity, then (except as provided in this Multiple Insureds Clause) cover will apply in the same manner and to the same extent as if individual policies had been issued to each party.</p>
<p>2. Pollution or Contamination</p>	<p>We will pay for the cost arising from pollution or contamination of insured property caused directly by an occurrence which is insured by this policy.</p> <p>Provided that:</p> <p>(a) This Additional Cover will not apply to Section 5 of this policy unless caused by a sudden and unexpected incident as defined in section 5</p> <p>(b) For the purposes of this Additional Cover only, General Exclusion 9 is deleted and of no further effect.</p> <p>We will not pay more than £250,000 for this General Additional Cover.</p>

General Conditions

The following Conditions apply to all Sections of the **policy**. In addition, please refer to each Section for Conditions which apply only to that Section. General Condition 15 is a condition 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.

<p>1. Multiple Insured Requirements</p>	<p>it is a Condition of this policy that:</p> <p>(a) for the purposes of the sum insured and/or limit of liability all of the parties insured under this policy will be treated as one party or legal entity, so that there will be only two parties to the contract of insurance namely us and you as defined.</p> <p>(b) collectively for all insured parties, we will not pay more than the sum insured and/or limit of liability.</p> <p>(c) any payments made by us to any one or more insured party will reduce, to the extent of that payment, our liability to all parties arising out of any one event resulting in a claim under this policy.</p> <p>(d) the insured parties must at all times preserve any available contractual rights agreements and remedies in the event of any claim or incident likely to give rise to a claim.</p> <p>(e) we will be entitled to avoid liability in circumstances where we establish that you deliberately or recklessly provided us with false information or used fraudulent means in relation to this policy.</p> <p>It is however agreed that:</p> <p>(i) where we establish that, unknown to you, an insured party was careless in providing information then we will treat this insurance, in so far as it relates to the insured party concerned, as if it had never existed and refuse to pay claims relating to such insured party.</p> <p>(ii) we agree to waive all rights of subrogation which we may have or acquire against any insured party, except where the rights of subrogation or recourse are acquired as a result of, or otherwise following, anything referred to in condition (e) above</p> <p>(iii) any lenders to the project will not be entitled to any indemnity under this policy in respect of which we are, by reason of condition (e) above, no longer liable to indemnify any one or more other insured party.</p>
<p>2. Your Duty to Prevent Loss or Damage</p>	<p>at all times you must take all reasonable steps to safeguard your insured property from physical loss or damage.</p>
<p>3. Payments on Account / Interim Payments</p>	<p>Provided we have accepted liability for claims made under this policy, you may be entitled to receive interim payments, as agreed between you and us.</p>
<p>4. Precautions</p>	<p>You must exercise due diligence in:</p> <p>(a) complying with all planning permission, consents and regulations required by the relevant authorities in relation to the contract works.</p> <p>(b) ensuring that insured property is maintained and used in accordance with manufacturers recommendations, and in taking reasonable precautions to prevent physical loss or damage.</p> <p>(c) carrying out and allowing any action to be taken which is reasonable and practical to prevent further physical loss or damage.</p>

<p>5. Non-Invalidation Clause</p>	<p>The insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of damage is increased unknown to or beyond your control provided that you notify us as soon as you are aware and pay an additional premium if required</p>
<p>6. JCT Clause</p>	<p>Where you have signed a JCT standard form of Building Contract 1998 (or the equivalent) it is agreed that we will not pursue any rights of subrogation against the sub contractor directly in respect of loss or damage to property so far as is required under the JCT contract conditions</p>
<p>7. Premium Adjustment</p>	<p>The premium paid for this insurance, noted in the schedule is a provisional/minimum and has been calculated based on estimates given by you. You must keep accurate records containing all relevant particulars and make these available to us at any reasonable time. In providing the final contract value to us you must include: (a) the value of any materials and equipment used in the contract. (b) professional fees incurred in the design and construction of the contract. (c) irrecoverable Value Added Tax. (d) free issue materials and direct purchases. If any of the insured values increase beyond those stated in the schedule then you must advise us, via Aston Lark limited, so that the appropriate additional premium due can be calculated.</p>
<p>8. Dual Lifting Operations</p>	<p>For the insurance provided by this policy to remain in force during any operation in which a load is shared between any items of lifting plant or lifting equipment, whether insured under this policy or not, the lifting operation must be conducted in accordance with the British Standard for the Safe Use of Cranes - BS7121 or as amended from time to time.</p>
<p>9. Existing Structure – requirements for unattended premises</p>	<p>When existing structures are unoccupied during the contract works and left unattended overnight: (a) if there is a break in the contract works, the gas, water, and electricity must be turned off at the mains unless left on for the purpose of either frost protection or for the powering of a security systems or fire protection systems. (b) all doors, windows, and other access points must be secured and any alarm protection available must be activated. (c) the site of the contract works must be thoroughly inspected by you, or your representative, at least once per week. Any work necessary to maintain the security arrangements or to rectify defects must be carried out as soon as possible without unreasonable delay.</p>
<p>10. 72 Hour-period</p>	<p>Where physical loss or damage occurs continuously or intermittently to the insured property on site, by storm, tempest, flood or earthquake, during any period of 72 consecutive hours, this will be considered to be one loss for the purposes of the application of any excess as detailed in Exclusion 1.</p>

General Conditions (Continued)

<p>11. Fire Precautions – Heat Work</p>	<p>The following precautions must be complied with by you, your employees or by your subcontractors whenever carrying out any work involving the application of heat or use of angle grinders or disc cutters and no liability will attach to us unless these precautions have been complied with:</p> <p>(a) when blow torches, blow lamps or electric oxy-acetylene or other welding or flame-cutting equipment, hot air guns, angle grinders or disc cutters are to be used:</p> <p>(i) a thorough examination of the immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) will be made to see whether any combustible material is in danger of ignition either directly and/or by conduction of heat and a record of the inspection kept</p> <p>(ii) all movable and combustible materials must be removed from the immediate vicinity of the work (to a distance of not less than fifteen metres from the point of application of use when electric oxy-acetylene or other welding or flame cutting equipment, angle grinders or disc cutters are to be used)</p> <p>(iii) all combustible materials which cannot be moved (including materials to be worked upon or which have been worked upon and where possible, any material in the course of being worked upon) must be covered and fully protected by overlapping sheets or screens of non-combustible material</p> <p>(b) there must be available for immediate use at the site of the work either:</p> <p>(i) two portable multi-purpose dry powder fire extinguishers to European standard BS EN 3 or British Standard BS5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS 5306-3 or</p> <p>(ii) a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion</p> <p>(c) the lighting of all blow lamps, blow torches, welding and cutting equipment is carried out strictly in accordance with manufacturer's instructions and no piece of lighted equipment must be left unattended</p> <p>(d) where the equipment involves the use of gas cylinders those not required for immediate use must be kept outside the building in which the work is taking place (and in any event at least 15 metres from the point of application of heat or use of angle grinders or disc cutters)</p> <p>(e) any tar, bitumen or asphalt boiler must not be left unattended and must be located at ground level on a non-combustible surface and in the open air whilst lighted</p> <p>(f) for one hour after completion of each period of work or stage of work involving the application of heat or use of angle grinders or disc cutters or for one hour after the completion of work involving the application of heat or use of angle grinders or disc cutters in any area in all circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed any area or areas in which work has been carried out must not be left unattended and a thorough inspection of the</p>
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General Conditions (Continued)

	area surrounding the work (including that described in paragraph (a) (i)) of this section, must be made at frequent intervals up to the end of the period of one hour to ensure that nothing is smouldering and there is no risk of fire (and a record of the inspections must be kept).
12. Underground Services	In respect of physical loss or damage to pipes, cables, mains or other underground services arising out of or caused by digging, drilling, boring, excavation or earth moving operations that: (a) you will prior to the commencement of such work; (i) have made enquiries with the owner or relevant authority responsible as to the location of existing pipes, cables, mains or other underground services and will have received written confirmation or have confirmed any conversation in writing; (ii) carry out investigation using remote electrical devices to locate existing pipes, cables, mains or other underground services where practicable; (iii) convey the location of such pipes, cables, mains and underground services to employees or contractors carrying out such work on your behalf. (b) you will adopt or cause to be adopted a method of work which minimises the risk of physical loss or damage to pipes, cables, mains and other underground services. (c) you will retain a full written record of the enquiries and measures taken to locate and minimise the risk of physical loss or damage to such pipes, cables, mains and other underground services.
13. Alteration	If at any time anything happens which materially affects the risk insured you must give notice to us , via Aston Lark Limited, without delay.
14. Major Variations	any major variation or change in plan must: (a) be agreed with the structural or consulting engineer (b) be notified to us , via Aston Lark Limited, and agreed before commencement of such change/variation.
15. Contractors Insurance	It is a condition precedent in respect of any claim under this insurance that contractors undertaking works at the site -have an active Public Liability insurance for the duration of the works, providing indemnity of not less than £2,000,000. The onus of establishing the existing of such insurance rests on you . Where basement excavations or piling works are being undertaken a specialist subcontractor must be used. 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.
16. Assignment	Assignment or transfer of this policy will not be valid except with our prior written consent.
17. Legal Action against us	No one may bring a legal action against us unless: There has been full compliance by you with all of the terms of this policy; and The action is brought within two (2) years after the expiry or cancellation of this policy.

Claims Conditions

<p>1. Claims Notification and Requirements & Claims Settlement</p>	<p>in the event of any incident that gives rise to a claim, or which may give rise to a claim under this policy:</p> <p>(a) you or your representative must:</p> <p>(i) notify us as soon as possible, (please refer to 'Making a Claim' section where full contact details are available) providing full details and also notify the police in the event of an incident where you have reason to believe a criminal offence has been committed.</p> <p>(ii) take all reasonable action to prevent or minimise the loss and to prevent further physical loss or damage, we will not be liable for any further damage resulting from continued use until repairs have been carried out to our satisfaction.</p> <p>(iii) retain any damaged property or parts.</p> <p>(iv) pass unacknowledged, without delay, any claims correspondence you receive to us. (please refer to 'Making a Claim' section where full contact details are available)</p> <p>(v) when required to do so, provide a statement in writing of all details relating to the incident and any other evidence that may be required. (Only information in relation to the claim will be requested)</p> <p>(vi) co-operate fully with us and provide all assistance requested by us in connection with any claim. Provided you comply with this Condition in full, and without prejudice to any liability that we may have, in the event of physical loss or damage, you may proceed with minor repairs to the insured property.</p> <p>(b) we:</p> <p>(i) may, at our discretion, repair, reinstate, replace, or pay in money for any physical loss or damage covered by this policy.</p> <p>(ii) will be entitled to take over, defend, or settle any claim in your name.</p> <p>(iii) have the right to enter the site or any other premises where a loss has occurred to inspect or investigate any claim.</p> <p>(c) to the extent that you are accountable to the tax authorities for Value Added Tax all claims settlements made under this policy will be exclusive of such tax.</p> <p>(d) no liability will attach to this policy for any physical loss or damage not notified to us within 3 calendar months of the occurrence, other than in respect of cover provided under the Additional Cover for the rectification period which applies to Section 1.</p> <p>(e) you must not admit liability or make any offer, promise, or payment on our behalf without our written consent. Provided that:</p> <p>(i) no claim will be paid until you have complied with this Condition.</p> <p>(ii) the amount stated as the excess in the schedule will be deducted from the settlement as the amount of loss borne by you.</p>
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Claims Conditions (Continued)

<p>2. Fraud</p>	<p>If You make a fraudulent claim under this insurance contract, then We:</p> <ul style="list-style-type: none"> (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. <p>If We exercise Our right under clause (c) above:</p> <ul style="list-style-type: none"> (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.
<p>3. Other Insurance</p>	<p>This insurance does not cover any physical loss or damage which is insured by, or would but for the existence of this policy be insured by, any other policy or policies, except in respect of any excess beyond the amount which would have been payable under such policy or policies had this insurance not been effected.</p>
<p>4. Average</p>	<p>In the event of underinsurance:- average will apply in deciding how much we will pay,</p> <p>In respect of any claim for pollution or contamination under Section 5, average will not be applied in deciding how much we will pay</p>
<p>5. Subrogation</p>	<p>Other than as allowed for by General Additional Cover 1 and General Condition 1, we may otherwise at our own expense, use all legal means in your name to secure reimbursement for physical loss or damage, either before or after we have paid a claim, and you must give all reasonable assistance for that purpose.</p>
<p>6. Abandonment</p>	<p>You will not be entitled to abandon any insured property to us.</p>
<p>7. Arbitration</p>	<p>If any difference arises as to the amount paid under this policy such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where this happens, the arbitrator must make a decision before you can start proceedings against us.</p>
<p>8. Housing Grants construction and Regeneration Act 1996 (Adjudication scheme)</p>	<p>If you receive a Notice of Adjudication relating to any circumstances which has resulted in a claim under this policy, you must let us know, via Aston Lark Limited, without delay, or on the first working day after you receive the notice, by telephone.</p> <p>A Notice of Adjudication means any notice issued by a party to the contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating the intention to refer a dispute under the contract to adjudication.</p>

General Exclusions

<p>The following Exclusions apply to all Sections of the policy. In addition, please refer to each Section for further Exclusions applying to that Section.</p> <p>We will not pay for:</p>	
<p>1. Excess</p>	<p>the excess, provided that under:</p> <p>Sections 1, 2 and 3 of the policy except as detailed under (c) below, all claims for physical loss or damage arising from one identifiable source or original cause will be adjusted as one claim and from the amount of such adjusted claim there will be deducted the sum stated in the schedule as the excess.</p> <p>(b) in the event of any one occurrence of physical loss or damage affecting the property of more than one insured party, the excess deducted from the claim settlement will be apportioned between the interested parties in the same proportion as their individual losses bear to the total amount of the loss.</p> <p>(c) all physical loss or damage occurring within 72 consecutive hours and caused by storm, tempest and flood is considered to be one event and therefore to represent one occurrence for the purpose of determining the number of excesses applicable under this policy. The commencement of any such 72 hour period will be decided at our discretion from the moment the initial damage occurs.</p> <p>Sections 4 and 5 of the policy (a) all claims from any claimant or any number of claimants arising from one identifiable source or original cause will be adjusted as one claim and from the amount of such adjusted claim there will be deducted the sum stated in the schedule as the excess.</p> <p>(b) in the event of any one occurrence causing liability to attach to more than one insured party the excess deducted from the claim settlement will be apportioned between the interested parties in the same proportion that their individual liabilities bear to the total amount of the claim.</p> <p>In the event of physical loss or damage or liability occurring whereby more than one excess under this policy applies, the total excess for any one occurrence will not exceed in all the highest applicable excess.</p>
<p>2. Intentional Acts</p>	<p>Loss, destruction, damage, financial loss or other expense liability, legal liability, claim or proceedings arising out of:</p> <p>(a) any intentional act or wilful omission by you, other than an act or omission the purpose of which is an exceptional measure to prevent injury or loss or damage, which, having regard to the nature and circumstances of the act or omission, could reasonably be expected to cause, contribute to or make worse any physical loss or damage;</p> <p>(b) intentional overloading, testing or experiments involving the imposition of any abnormal conditions.</p>

General Exclusions (Continued)

3. Wear and Tear	Loss, destruction, damage, financial loss or other expense liability, legal liability, claim or proceedings caused directly by or arising out of: (a) wear and tear, gradual deterioration or rust, (b) gradually developing defects, (c) scratching or chipping of painted or polished surfaces, (d) erosion or corrosion, (e) tree roots,
4. Damage to property whilst worked on	Loss, destruction, damage, financial loss or other expense liability, legal liability, claim or proceedings caused directly by or arising out of the direct application of any tool or process during the course of repair, maintenance, inspection, modification, or overhaul.
5. Guarantees of Performance	Liquidated damages, penalties for delay or detention or in connection with guarantees of performance or efficiency. (Liquidated damages are 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)
6. War Risks	Loss, destruction, damage, financial loss , or other expense, liability, legal liability, claim or proceedings caused by or arising from or in any way connected with any consequence of war invasion, acts of foreign enemies, hostilities, whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or loss of or damage to insured property by or under the order of any government or public or local authority.
7. Radioactive Contamination	Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings caused by resulting from or in connection with nuclear energy or radioactivity of any kind, including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor, or other nuclear assembly, or nuclear component of any nuclear installation; (c) any weapon or other device employing atomic or nuclear fission and/or fusion or other similar reaction or radioactive force or matter. (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
8. Airborne and Waterborne Craft	Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings to or caused by: (a) airborne or waterborne vessels, craft or similar devices; (b) platforms or rigs; including any insured property situated on, or being loaded onto or offloaded from (a) or (b) .

General Exclusions (Continued)

<p>9. Electronic Risks</p>	<p>Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings to or arising from: (a) any computer or other equipment or component or system or item which processes, stores, transmits, retrieves, or receives, data, or any part thereof whether tangible or intangible including but without limitation, any information or programs or software, and whether your property or not, where such damage is caused by virus or similar mechanism or hacking or denial of service attack, or, (b) any consequential loss caused by or arising from or in any way connected with virus or similar mechanism or hacking or denial of service attack.</p>
<p>10. Date Recognition Related Losses</p>	<p>Loss, destruction, damage, financial loss or other expense, liability, legal liability, claim or proceedings caused by or in any way connected with performance or function of any computerised or non-computerised equipment or component, whether or not owned by you, or production services, whether or not provided by you, being affected by any failure, malfunction or inadequacy to: (a) correctly recognise, register or establish any date as its true calendar date. (b) capture, save or retain or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date. (c) capture, save, retain or correctly process any date as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data as a result of treating any date otherwise than its true calendar date.</p>
<p>11. Unexplained Losses</p>	<p>Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings for unaccountable losses, or losses discovered at the time of checks or inventory compilation, unless you can produce evidence that such losses are as a result of an identifiable incident.</p>
<p>12. Road Vehicles</p>	<p>Loss, destruction, damage, financial loss or other expense, liability, legal liability, claim or proceedings in respect of: (a) licensed cars, lorries, vans, trucks, or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation other than: (i) contractors plant used solely as a tool of trade, (ii) as specifically provided for elsewhere within this policy. (b) quad bikes or motorcycles.</p>
<p>13. Money or Guarantees of Money</p>	<p>Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings for cash notes, postal orders, or money orders, cheques, stamps, or other securities for money.</p>

General Exclusions (Continued)

14. Cessation of Works	Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings where work ceases on the site of the contract for a continuous period exceeding 60 consecutive days, unless expressly agreed by us in writing.
15. Loss or Damage Underground or Underwater	Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings for abandonment or recovery costs in respect of any item of insured property underground or underwater.
16. Non Standard Construction	Unless shown otherwise by endorsement in the schedule , physical loss of or damage to insured property that is not of standard construction .
17. Open Trench Work	Physical loss or damage resulting from contract works being undertaken at an open trench depth of 5 metres (16 feet 4.85 inches) or greater below the normal ground level surrounding the site .
18. Piling Foundation and Retaining Wall Works	<p>The cost incurred in respect of:</p> <ul style="list-style-type: none"> (a) replacing or rectifying piles or retaining wall elements which: <ul style="list-style-type: none"> (i) have become misplaced, misaligned or jammed during their construction, (ii) are lost or abandoned or damaged during driving or extraction, or, (iii) have become obstructed by jammed or damaged piling equipment or casings; (b) rectifying disconnected or declutched sheet piles. (c) rectifying any leakage or infiltration of material of any kind. (d) filling voids or for replacing lost bentonite. (e) any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity. (f) reinstating profiles or dimensions. <p>This Exclusion will not apply to physical loss or damage caused by bush fire, forest fire, subsidence, landslip, water, flood, inundation, cyclone, typhoon, hurricane, tsunami, earthquake, or volcanic eruption. The burden of proof that such physical loss or damage is covered under this policy will be upon you.</p>
19. Testing and Commissioning – Second Hand Plant	The destruction of or damage to owned plant caused by the item(s) own breakdown or explosion directly resulting from the operations as defined and undertaken during the testing and commissioning period .
20. Pre-existing Damage and Defects	<p>Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings in respect of the existing structure caused by, or resulting from, any defect that existed prior to the commencement of the period of insurance.</p> <p>For the purpose of this Exclusion, the term defect includes</p> <ul style="list-style-type: none"> (a) infestation by insects or woodworm. (b) wet or dry rot. (c) defective floors. (d) defective water apparatus. <p>Where a home survey report has not been provided to us prior to the commencement of the period of insurance, the onus of proof will be upon you to prove that the loss or damage was not caused by, or did not result from, a pre-existing defect.</p>

<p>21. Sanction Limitation and Exclusion Clause</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>22. Terrorism Exclusion</p>	<p>Unless otherwise agreed by us and stated in the schedule this policy excludes loss or damage to any property or any loss or expense resulting or arising from or any consequential loss caused by or happening through or in consequence directly or indirectly from Terrorism.</p> <p>In any action, suit or other proceedings where we allege that by any reason of this general exclusion cover is not provided under this policy the burden of proving that such loss or damage, expense or consequential loss is covered will be upon you. (This exclusion is not applicable if you have purchased cover under Section 8 and this is confirmed on your schedule)</p>

Endorsements

<p>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. The full wording of specific endorsements are shown in this appendix.</p>	
<p>RPFE - Flood Exclusion</p>	<p>Section 1 – Existing Structures and Contract Works and Section 2 – Contents under the exclusions, the following is added:</p> <p>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.</p>
<p>RPFE+ - Increased Flood Excess</p>	<p>RPFE+ - Increased Flood Excess In respect of Section 1 - Existing Structures and Contract Works and Section 2 - Contents the policy excess is increased to £2,500 in respect of storm and flood claims</p>
<p>RPSE – Subsidence, Heave and Landslip Exclusion</p>	<p>Section 1 – Existing Structures and Contract Works and Section 2 – Contents under the exclusions, the following is added;</p> <ul style="list-style-type: none"> • loss or damage caused by subsidence or heave (of the site on which your property stands) or landslip
<p>DICL – Difference in Conditions /Difference in Limits Clause</p>	<p>Difference in Conditions Where a claim is made under such other policy and is rejected as not being within its policy terms and conditions then this Policy will operate to provide an indemnity but only to the extent that the Company would have accepted the claim had it been made under this Policy provided however that the Company shall not be liable to pay the amount of any excess that would have applied under this Policy.</p> <p>Difference in Limits In the event that a claim is payable under such other policy and the total amount of the claim exceeds the limit of indemnity applicable under such other policy then this Policy will pay up to the difference between such limit of indemnity and the corresponding Sum Insured stated in the Schedule. The terms, definitions, exclusions and conditions contained in or endorsed onto this Policy will be those used to determine the insured's liability under this Difference in Limits Clause.</p>

<p>NN01 - JCT 21.2.1 Liability Extension</p>	<p>We agree to provide an indemnity to you in respect of any expense, liability, loss, claim or proceeding brought against you by reason of Damage to Property during the Period of Insurance by reason of collapse, subsidence, vibration, weakening or removal of support or lowering of ground water consequent upon the carrying out of contract works caused other than by your negligence, omission or default including other insured parties, your servants, agents, contractors, sub-contractors' or their servants subject to the following conditions:</p> <p>1) you will provide a completed proposal form including but not limited to the period, nature and value of the contract for which indemnity is sought.</p> <p>2) you will pay the Premium.</p> <p>3) Our liability will not exceed the Sum Insured during the Period of Insurance inclusive of all costs, expenses and Legal Costs regardless of the number of claims made against you.</p> <p>We will not be liable in respect of:</p> <p>A) loss or damage arising out of advice, design or specification of the works;</p> <p>B) loss or damage which might reasonably have been foreseen to be inevitable given the nature of the works or the manner of the execution of the works.</p> <p>C) the first £2,500 of each and every claim in respect of this section</p> <p>D) loss or damage which is not reported within 12 months after the completion of the contract works.</p> <p>The Indemnity provided in this endorsement is otherwise subject to all the terms, conditions and exceptions noted within the Policy Wording.</p>
<p>Terrorism Extension Code RPTR2</p>	<p>Subject to the exclusions, limits and conditions applicable to the policy, this insurance will provide cover for the property 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 in fear for such purposes. Please see attached wording LMA 3030</p>
<p>Non Standard Construction Endorsement RPNSC</p>	<p>You have told us, and we have agreed the building(s) at the premises named in the schedule are of non-standard construction.</p>
<p>Endorsement JCPE Joint Code of Practice</p>	<p>It is a condition of this policy that you are compliant with the Joint Code of Practice for the Prevention of Fires on Construction Sites.</p>
<p>Endorsement SL+ - Serial Losses</p>	<p>Subject to the terms, exclusions, provisions and conditions contained in or endorsed on this Policy, the following clause will apply to this insurance:</p> <p>Loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type will be indemnified according to the following scale after applying the policy excess for each loss:</p> <p>100% of the first 2 losses 80% of the 3rd loss 60% of the 4th loss 50% of the 5th loss</p>
<p>Endorsement NCRC+ No Claims Rebate Clause</p>	<p>A rebate of XX% of the nett premium plus 12% IPT will be payable to you after the expiry date of the policy. This payment will be subject to no claims being submitted on the policy and will not be payable until 3 months past the expiry date of the policy.</p>

Endorsement EXEL+ Premier Plus	Employers Liability Exclusion section 6 Employers liability is excluded
Endorsement FLEEA+ FLEEA Cover Only Applies	In respect of Sections 1 Existing Structure and Contract Works and Section 2 Contents cover is restricted to Fire, Lightning, Earthquake, Explosion, and Aircraft Only
Endorsement EXES+ Exclude Cover on the existing structure (Works and PL Only)	no cover will apply under Section 1a Existing Structures at the contract site . Cover will only apply to section 1b Contract Works on or adjacent to the site and whilst in transit .
Endorsement RPIE2 Reduced Excess Premier Plus	In respect of Section 1 - 5 the Excess is reduced to £500 unless otherwise stated as being higher. Where cover applies, the Subsidence excess will remain at £1,000 unless otherwise stated as being higher.

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
Key House
Burnham Business Park
Burnham-on-Crouch
Essex CM0 8TE
Tel: 01621 784840
E-mail: info@renovationplan.co.uk

If **you** wish to make a complaint about a claim, please contact:

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>

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 on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Making a Claim

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

Office Hours 9.00am - 5.00pm Monday to Friday

Telephone: 01621 784840

Fax: 01621 784405

Email: info@renovationplan.co.uk

Aston Lark Limited
Key House
Burnham Business Park
Burnham on Crouch
Essex
CM0 8TE

You will be asked to complete a claim form and this can be obtained from Aston Lark Limited 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** as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **We** will only ask for 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 or is being made as a result of loss of property outside the **business** address.

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.