

PREMIER PLUS

POLICY WORDING

Cover for your renovation, conversion or self-build project

renovationplan.co.uk
PARTNERS FOR YOUR PROJECT



POLICY WORDING – PREMIER PLUS POLICY

Thank **you** for choosing Howden UK Brokers Limited and Renovation Plan for **your** property insurance. The complete Renovation Plan documents consist of:

- **Policy** Wording
- **Policy Schedule**
- Insurance Product Information 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 Howden UK Brokers Limited.

Howden UK Brokers Limited
Key House
Burnham Business Park
Burnham-on-Crouch
Essex CM0 8TE

Website: www.renovationplan.co.uk
Email: info@renovationplan.co.uk
Telephone: 01621 784840 Fax: 01621 78440

This **policy** has been arranged by Howden UK Brokers Limited on behalf of the insurer stated in **your Schedule**.

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The contract of insurance

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

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

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

Information you have given us

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have provided **us**. **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 Howden UK Brokers 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 Howden UK Brokers 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 Howden UK Brokers 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 Howden UK Brokers Limited is inaccurate or incomplete, **you** must inform Howden UK Brokers 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.

Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes **your** privacy very seriously. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at www.axa.co.uk/privacy-policy. If **you** do not have access to the internet, please contact **us** and **we** will send **you** a printed copy.

Contacting us and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us**, or the agent or broker that arranged **your** insurance who will provide **you** with **our** contact details at:

Howden UK Brokers Limited
Key House
Burnham Business Park
Burnham-on-Crouch
Essex CM0 8TE

Cooling Off and Cancellation

COOLING-OFF PERIOD

Your right to change **your** mind.

You have a statutory right to cancel **your policy** within fourteen (14) days from the day of purchase or renewal of the contract or the day **you** receive **your policy**. Whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, less a proportional deduction for the time **we** have provided cover.

To cancel, please contact

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If **you** do not exercise **your** right to cancel **your policy**, it will continue in force and **you** will be required to pay the premium. For **your** cancellation rights outside of the statutory cooling off period, please contact Aston Lark.

IMPORTANT NOTE

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the **policy**, sometimes back to its start date, and to keep any premiums paid.

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

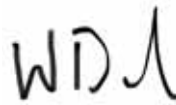
pro-rata premium (As described above). **We** will only cancel this **policy** for a valid reason. Valid reasons include, but are not limited to:

- 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

This **policy** has been arranged by Howden UK Brokers Limited on behalf of the insurer stated in **your Schedule**.

Signed for and on behalf of the insurer



Warren Dickson
CEO, Corporate and Commercial -
Howden UK Brokers 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.

communicable disease

any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

the substance or agent includes, but is not limited to, a **virus**, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

computer systems

computer or other equipment or component or system or item which processes stores transmits or receives **data**.

consequential loss

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

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.

contract

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

contract works

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

data

any **data** of any sort whatever, including without limitation tangible or intangible **data**, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

defined peril

fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft, earthquake, storm, **flood**, escape of water from any tank, apparatus or pipe, leakage of oil from any fixed heating installation or impact by any road vehicle or animal.

denial of service attack

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

Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer 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**.

flood

the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam. Inundation from the sea. Rain induced run off, whether resulting from storm or not.

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**.

hacking

unauthorised access to any **computer systems**, whether **your** property 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**.

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

phishing

any access or attempted access to **data** made by means of misrepresentation or deception.

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.

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

for England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

For Northern Ireland: An act including, but not limited to the use of force or violence and or threat thereof 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 put the public or any section of the public in fear.

For the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

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.

time element loss

business interruption, contingent **business** interruption or any other **consequential losses**.

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.

unoccupied

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

virus or similar mechanism

program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of **virus** or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

we/us/our

the Insurer shown on **your schedule**.

you/your

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

DEFINITIONS APPLICABLE 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 a 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

asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

claim costs

costs and expenses:

1. of any claimant which **you** become legally liable to pay
2. incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a. any coroner's inquest or fatal accident inquiry
 - b. summary court proceedings.

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**.

principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

punitive or exemplary damages

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

terrorist act

any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

DEFINITIONS APPLICABLE TO SECTION 6 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 SONIA (Sterling Overnight Interbank Average 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.

Section 1 – Existing Structures and Contract Works

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

WHAT IS COVERED	HOW MUCH WE WILL PAY
<p>This Section provides you with insurance cover for physical loss or damage occurring during the construction period to:</p> <ul style="list-style-type: none"> a. existing structures at the contract site b. contract works on or adjacent to the site and whilst in transit <p>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.</p>	<p>We will not pay more than:</p> <ul style="list-style-type: none"> a. existing structure in respect of any one loss, or series of losses arising from any one occurrence <ul style="list-style-type: none"> i. the rebuild cost or, ii. the sum insured plus 10% uplift whichever is the lesser amount b. contract works <ul style="list-style-type: none"> 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 15% uplift whichever is the lesser amount

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**.

<p>1. Plans and Documents</p>	<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 5% of the contract works for this additional cover.</p>
<p>2. Rectification Period</p>	<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>
<p>3. Dismantling or Demolition</p>	<p>We will pay for:</p> <ol style="list-style-type: none"> a. the cost necessarily incurred in respect of: <ol 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, resulting from physical loss of or damage insured under Section 1, and for which cover is provided by this policy. 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 10% of the existing structures and contract works total sum insured.</p>

4. Loss Avoidance Measures

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**.

Provided that:

- a. physical loss or damage would reasonably be expected if such measures were not implemented.
- b. **we** are satisfied that physical loss or damage has been avoided or mitigated by taking the exceptional measures.
- 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.
- d. the terms, Conditions and Exclusions of this **policy** apply as if physical loss or damage had occurred.

We will not pay more than the 5% of the **existing structures** and **contract works** total **sum insured**.

5. Off Site Storage/transit

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**.

We will not pay more than the 5% of the **existing structures** and **contract works** total **sum insured**.

6. Local Authorities

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.

Provided that:

- 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.
- 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.

We will not pay for:

- i. cost incurred in complying with any of the said legislation, regulations or bye-laws;
 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.
- 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.

We will not pay more than the 5% of the **existing structures** and **contract works** total **sum insured**.

7. Architects Surveyors and Consulting Engineers Fees	<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.</p> <p>We will not pay for the cost of preparing any claim.</p> <p>We will not pay more than the 5% of the existing structures and contract works total sum insured.</p>
8. Trace and Access	<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.</p> <p>We will not pay more than the 5% of the existing structures and contract works total sum insured.</p>
9. Alternative Accommodation	<p>We will pay 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> <ol style="list-style-type: none"> 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 10% of the existing structures and contract works total sum insured.
10. Expediting Expenses	<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 5% of the contract works sum insured.</p>
11. VAT Extension	<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>

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

We do not cover physical loss or damage to the **project** or any part of it where:

- a. a certificate of completion or taking over certificate has been issued, or,
- b. **practical completion** has been achieved, or
- c. the **project** has been taken into use,

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.

Provided that:

- 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**.
- 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:
 1. the **existing structure** is fully restored to **your** control, or,
 2. alternative insurance has been arranged, whichever occurs first.
- 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**.

2. Defective Design, Materials, or Workmanship

We do not cover physical loss of or damage to, or the cost necessary to replace, repair, or rectify:

- 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.
- b. **insured property** which is necessary to enable the replacement, repair or rectification of **insured property** excluded by (a) above. 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>3. Non-Ferrous Metals</p>	<p>We do not cover theft of unfixed non-ferrous metals of any description unless they are contained within:</p> <ul style="list-style-type: none"> 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>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:</p> <ul style="list-style-type: none"> 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>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	HOW MUCH WE WILL PAY
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.	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 including televisions
- 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	HOW MUCH WE WILL PAY
<p>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.</p>	<p>We will not pay more than:</p> <ol style="list-style-type: none"> 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. <p>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.</p> <ol style="list-style-type: none"> 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. <p>Where repair is:</p> <ol style="list-style-type: none"> 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 <p>Provided that:</p> <ul style="list-style-type: none"> • 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

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**.

1. Immobilised Plant

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.

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**.

1. Losses from Vehicles Limitation

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**.

EXCLUSIONS APPLYING ONLY TO SECTION 3

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

1. Excluded Parts

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.

2. Plant Hired Out

We do not cover physical loss of or damage to any **owned plant** whilst hired out or on loan to any third party.

3. Breakdown or Explosion

We do not cover physical loss of or damage to **owned plant** caused by its own electrical or mechanical breakdown or its own explosion.

Section 4 – Hired in Plant

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

WHAT IS COVERED	HOW MUCH WE WILL PAY
<p>This Section insures your legally liability under the terms of a hiring agreement to pay</p> <ul style="list-style-type: none"> 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 <p>We will also, where legal proceedings have been defended, with our written consent, pay legal expenses for which you may be liable.</p>	<p>The total amount we will be liable to pay including claim costs 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</p>

ADDITIONAL COVER APPLYING ONLY TO SECTION 4

Section 4 is extended to include the following Additional Covers which are provided in addition to the **sum insured**.

1. Immobilised Plant

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) providing recovery is not made necessary by or results from;

- its own electrical or mechanical breakdown, failure or explosion.
- failure to maintain plant or equipment in accordance with manufacturers recommendations.

2. We will not pay more than

- 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.

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**.

1. Losses from Vehicles Limitation

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**.

EXCLUSIONS APPLYING ONLY TO SECTION 4

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

1. Excluded Parts

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.

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 limit of liability if you become legally liable to pay damages and/or claim costs in respect of:</p> <ul style="list-style-type: none"> a. accidental injury to any person b. damage to property, <p>occurring anywhere within the territorial limits during the period of insurance in connection with the business.</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 limit of liability stated in the schedule.</p> <p>The maximum amount we will pay for all damages as a result of all occurrences during any one period of insurance</p> <ul style="list-style-type: none"> a. arising directly or indirectly in connection with a terrorist act is £2,000,000 b. caused by or originating from pollution or contamination is £2,000,000.
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"> a. 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; b. 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.

WHAT IS COVERED	
4. Defective Premises Act	<p>We will cover the amount of damages which you are legally liable to pay in respect of accidental injury or property damage, occurring during the period of insurance, arising out of premises you have disposed of, but had previously owned in connection with the business.</p> <p>We will not pay more than £2,000,000 for any one event plus any claim costs we have agreed to in writing.</p>
5. Compensation for court appearance	<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>

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 Sections of the **policy**.

"We will not cover" the following

1. The Excess	The first £1,000 of each and every claim in respect of damage to third party property unless otherwise stated in the schedule as higher.
2. Employers Liability	Accidental injury to employees
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. Professional duty	<p>Claims caused by or arising from any breach of professional duty in relation to</p> <ol style="list-style-type: none"> advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, or testing undertaken or given for a fee planning, project management or supervision of works where you are engaged to act in that capacity, either for a specific fee or under an agreement separate from that to execute the works. <p>For the purposes of this exclusion works means:</p> <p>Work, goods or materials comprising or forming part of a contract or development that you own or possess, or which is in your custody or under your control, or for which you are responsible, in the course of the business.</p>
6. Liability arising from multiplied damages, or punitive, or exemplary damages.	
7. Liability arising from any agreement or contract unless you would have been legally liable anyway.	

<p>8. Fines and penalties liquidated damages</p>	<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
<p>9. Asbestos</p>	<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
<p>10. Damage to works/ rectification of defects</p>	<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.
<p>11. Pollution or contamination</p>	<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>
<p>12. Defective Premises Act</p>	<ol style="list-style-type: none"> a. loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them b. any liability for which you are covered under any other insurance policy.
<p>13. Financial Loss</p>	<p>Any financial loss</p>

13. Cyber and Data

against any liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with

- any **cyber act** or **cyber incident** including but not limited to any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**
- loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft, distortion, erasure, corruption or alteration of any **data**, including any amount pertaining to the value of such **data**

This exclusion shall not apply to claims for

- a. **injury**
- b. **damage** to physical property

directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act**, or **cyber incident**.

For the purposes of this exclusion the following defined terms shall apply:

computer system.

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility.

cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

cyber incident

- Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
- Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **computer system**.

Section 6 – Advanced Loss of Rent and Loss of Interest

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

WHAT IS COVERED	HOW MUCH WE WILL PAY
<p>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.</p> <p>For the purposes of this Section 6 “Monetary Loss” means (a) and (b) below</p> <ul style="list-style-type: none"> 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. 	<p>For “Monetary Loss” or any other loss or cost, we will not pay more than</p> <p>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:</p> <ul style="list-style-type: none"> a. advanced loss of rent and b. loss of interest. <p>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.</p>

WHAT IS COVERED	HOW MUCH WE WILL PAY
<p>b. loss of interest</p> <p>i. additional loan interest and increased cost of working and</p> <p>ii. interest on tied capital and increased cost of working incurred during the period of insurance</p> <p>but excluding any amounts:</p> <ol style="list-style-type: none"> 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. <p>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:</p> <ol style="list-style-type: none"> 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 	<p>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:</p> <p>in respect of Item(i), your actual additional loan interest in respect of the project,</p> <p>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.</p> <p>Unless otherwise stated in the schedule, the sum(s) insured will be reduced by the amount of any insured claim.</p>

ADDITIONAL COVER APPLYING ONLY TO SECTION 6

Section 6 is extended to include the following Covers. This **additional cover** is within the Section 6 **sum insured**

1. Professional 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 6.

CONDITIONS APPLYING ONLY TO SECTION 6

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	<p>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:</p> <ol style="list-style-type: none"> 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; 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.

EXCLUSIONS APPLYING ONLY TO SECTION 6

The following exclusions apply to this Section. In addition, please refer to the General Conditions 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.

<p>3. Redesign, Alteration, Addition and Improvement</p>	<p>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.</p>
<p>4. Insufficient Funds</p>	<p>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</p>
<p>5. Time Exclusion</p>	<p>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.</p>

Section 7 – Terrorism

Your **schedule** will show if this section is covered.

DEFINED TERMS

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Damage

Accidental loss, destruction or damage.

Data

Any **data** of any sort whatsoever, including without limitation tangible or intangible **data**, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. **Denial of service attacks** include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Hacking

Unauthorised access to any **computer system** whether **your** property or not.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Premises

The premises shown in **your schedule**.

Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of His Majesty's Government in the United Kingdom or any other government de jure or de facto.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems**, **data** or operations, whether involving self-replication or not. The meaning of **virus** or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

WHAT IS COVERED

The cover provided under the Sections applicable as shown in the **Terrorism** section of **your schedule** is extended to include **damage** to the property insured or **business interruption** where covered caused by happening through or as a result of **terrorism**.

Where the Property damage section is shown as being applicable under the **Terrorism** section of **your policy** and Goods in **transit** cover is shown as being insured on **your schedule**, this section is extended to include **damage** to property insured under the Goods in **transit** section for losses caused by **terrorism**.

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

WHAT IS NOT COVERED

ELECTRONIC RISKS EXCLUSION

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

1. damage to or the destruction of any **computer systems**
2. any alteration, modification, distortion, erasure or corruption of **data**

in each case whether **your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking or phishing** or **denial of service attack**.

But this exclusion will not apply where the loss

- A. results directly from fire, explosion, **flood**, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer systems**;
and
- B. comprises
 - a. the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or
 - b. **business interruption** suffered directly by **you** as a direct result of either **damage** or destruction to property used by **you** at a location covered by this **policy** or as a direct result of denial, prevention or hindrance of access to a location where property used by **you** is covered by this **policy** as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

However, under **A)** and **B)** above **we** will not cover **you** for any losses caused by **terrorism** where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

WHAT IS NOT COVERED

Subject only to the proviso set out in **C)** below, the following property is specifically excluded from the cover provided under **A)** and **B)** above

- i. (money, currency, electronic cryptographic or virtual currency, including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatsoever

and

 - ii. **data**
- C. However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under **A)** above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding **(ii)** above, such loss shall nonetheless be covered.

Excluded property exclusion

We will not cover you for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

- 1 property located outside England, Wales and Scotland and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- 2 nuclear installation or nuclear reactor
- 3 property which is specifically excluded elsewhere in this **policy**.

Motor exclusion

We will not cover **you** for

- 1 any property covered by a motor policy other than a motor trade policy
- 2 property covered under a road risks section of a motor trade policy.

Other insurances exclusion

We will not cover **you** for any property which is insured by or would, but for the existence of this section, be insured by any form of **transit**, aviation or marine policy.

War risks exclusion

We will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

SECTION CONDITIONS

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed

1. the total **sums insured**, or
2. for each item its individual **sum insured**, or
3. any other **limit of liability**

whichever is the less as stated within the Sections applicable shown in the **Terrorism** section of **your schedule**.

Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

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:

1. Multiple Insureds Cover

Includes and provides cover to **other insured parties** that are required to be a joint named insured to this **policy**. Provided that:

- a. General Condition 1 Multiple Insured Requirements is complied with in full.
- 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.

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> <ol style="list-style-type: none"> 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. b. collectively for all insured parties, we will not pay more than the sum insured and/or limit of liability. 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. 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. 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>It is however agreed that:</p> <ol style="list-style-type: none"> 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. 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 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>2. Reasonable Care</p>	<p>You must take reasonable steps to</p> <ol style="list-style-type: none"> 1. prevent or protect against injury, loss or damage 2. keep your premises, machinery, plant and equipment and all other property insured in good condition and in full working order 3. remedy any defect or any danger that becomes apparent, as soon as possible. <p>If required by us, you must allow access to your premises and/or activities of your business to carry out inspection or survey. You must complete any risk improvements that we ask for, within a reasonable period of time advised by us.</p> <p>We will not pay your claim where you have not complied with this condition.</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>

4. Precautions	<p>You must exercise due diligence in:</p> <ol style="list-style-type: none"> complying with all planning permission, consents and regulations required by the relevant authorities in relation to the contract works. ensuring that insured property is maintained and used in accordance with manufacturers recommendations, and in taking reasonable precautions to prevent physical loss or damage. carrying out and allowing any action to be taken which is reasonable and practical to prevent further physical loss or damage.
5. Non-Invalidation Clause	<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>
6. JCT Clause	<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>
7. Premium Adjustment	<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.</p> <p>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:</p> <ol style="list-style-type: none"> the value of any materials and equipment used in the contract. professional fees incurred in the design and construction of the contract. irrecoverable Value Added Tax. free issue materials and direct purchases. <p>If any of the insured values increase beyond those stated in the schedule then you must advise us, via Howden UK Brokers Limited, so that the appropriate additional premium due can be calculated.</p>
8. Dual Lifting Operations	<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:</p> <ol style="list-style-type: none"> 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. <p>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>
<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> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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 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) 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 b. there must be available for immediate use at the site of the work either: <ol style="list-style-type: none"> 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 ii. a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion

11. Fire Precautions – Heat Work (Contd)

- 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
- 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)
- 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
- 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 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 other 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. Change in risk

- You** must tell us as soon as possible during the **period of insurance** of any change
1. to the **business**
 2. in the person, firm, company or organisation shown in **your schedule** as The insured
 3. to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.
- Your policy** will come to an end from the date of the change unless **we** agree in writing to accept an alteration. **We** do not have to accept any request to vary **your policy**. If you wish to make any alteration to **your policy** you must disclose any change to the information you previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

<p>14. Major Variations</p>	<p>any major variation or change in plan must:</p> <ol style="list-style-type: none"> a. be agreed with the structural or consulting engineer b. be notified to us, via Howden UK Brokers Limited, and agreed before commencement of such change/variation.
<p>15. Contractors Insurance</p>	<p>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.</p> <p>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.</p>
<p>16. Assignment</p>	<p>Assignment or transfer of this policy will not be valid except with our prior written consent.</p>
<p>17. Legal Action against us</p>	<p>No one may bring a legal action against us unless:</p> <p>There has been full compliance by you with all of the terms of this policy; and</p> <p>The action is brought within two (2) years after the expiry or cancellation of this policy.</p>
<p>18. Sanctions Condition</p>	<p>This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your policy that we will not provide cover, or pay any claim or provide any benefit under your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, or our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.</p>

CLAIMS CONDITIONS

1. Claims Notification and Requirements & Claims Settlement

in the event of any incident that gives rise to a claim, or which may give rise to a claim under this **policy**:

- a. **you** or **your** representative must:
 - 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.
 - 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.
 - iii. retain any damaged property or parts.
 - 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)
 - 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)
 - 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**.
- b. **we**:
 - i. may, at **our** discretion, repair, reinstate, replace, or pay in money for any physical loss or damage covered by this **policy**.
 - ii. will be entitled to take over, defend, or settle any claim in **your** name.
 - iii. have the right to enter the **site** or any other premises where a loss has occurred to inspect or investigate any claim.
- 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.
- 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.
- e. **you** must not admit liability or make any offer, promise, or payment on **our** behalf without **our** written consent. Provided that:
 - i. no claim will be paid until **you** have complied with this Condition.
 - 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>2. Fraud</p>	<p>You and anyone acting for you must not act in a fraudulent way. If you or anyone acting for you:</p> <ol style="list-style-type: none"> 1. knowingly makes a fraudulent or exaggerated claim under your policy; 2. knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or 3. knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine) we will: <ol style="list-style-type: none"> a. refuse to pay the claim; b. declare the policy void from the date of the fraudulent act without any refund of premiums. <p>We may also inform the police of the circumstances.</p>
<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 Howden UK Brokers 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 APPLYING TO SECTIONS 1,2,3,4 AND 6

1. Disease	<p>Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a communicable disease or the fear or threat (whether actual or perceived) of a communicable disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.</p> <p>Subject to the other terms, conditions and exclusions contained in this section, this section will cover physical damage to property insured and any time element loss directly resulting therefrom where such physical damage or time element loss is covered by this section and is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, or impact by any road vehicle or animal, storm, earthquake, flood, subsidence, landslip, landslide, riot, riot attending a strike, civil commotion, vandalism and malicious persons, theft, escape of water from any tank apparatus or pipe, leakage of oil from any fixed heating installation.</p>
2. Electronic risks	<p>We do not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from</p> <ol style="list-style-type: none"> 1. damage to or the destruction of any computer systems; or 2. any alteration, modification, distortion, erasure or corruption of data in each case whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from virus or similar mechanism or hacking or phishing or denial of service attack. We will cover subsequent damage which is covered by this section, which itself results from a defined peril covered by this section, except for damage caused by malicious persons other than thieves.
3. Collapse	<p>We do not cover loss, destruction or damage to the building(s) or structure caused by its own collapse or cracking other than for damage caused by a defined peril which is covered by this section.</p>
4. Collusion	<p>We do not cover loss, destruction or damage caused by or consisting of</p> <ol style="list-style-type: none"> 1. disappearance, unexplained or inventory shortage 2. misfiling or misplacing of information.
5. Fraud and dishonesty	<p>We do not cover acts of fraud or dishonesty by your employees or any partner, director or member of your family, but we will cover subsequent damage which results from a defined peril covered by this section.</p>
6. Pollution and contamination	<p>We do not cover any loss, destruction or damage caused by pollution or contamination unless the damage is caused by</p> <ol style="list-style-type: none"> 1. pollution or contamination which itself results from a defined peril provided that peril is covered by this section 2. any defined peril provided that peril is covered by this section, which itself results from pollution or contamination.

7. Terrorism Exclusion

We do not cover loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

1. In England, Scotland, Wales, the Channel Islands and the Isle of Man

a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

2. In Northern Ireland

a. any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

b. any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

c. riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

GENERAL EXCLUSIONS

The following Exclusions apply to all Sections of the **policy other than section 7-Terrorism**. In addition, please refer to each Section for further Exclusions applying to that Section.

We will not pay for:

<p>1. Excess</p>	<p>the excess, provided that under:</p> <p>Sections 1, 2 and 3 of the policy</p> <ol style="list-style-type: none"> a. 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. b. 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. 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>Sections 4 and 5 of the policy</p> <ol style="list-style-type: none"> 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. 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>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> <ol style="list-style-type: none"> 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; b. intentional overloading, testing or experiments involving the imposition of any abnormal conditions.

<p>3. Wear and Tear</p>	<p>Loss, destruction, damage, financial loss or other expense liability, legal liability, claim or proceedings caused directly by or arising out of:</p> <ul style="list-style-type: none"> (a) wear and tear, gradual deterioration, (b) gradually developing defects, (c) scratching or chipping of painted or polished surfaces, (d) erosion or corrosion, (e) tree roots,
<p>4. Miscellaneous damage</p>	<p>We will not cover you for loss, destruction or damage caused by or consisting of</p> <ol style="list-style-type: none"> 1. corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects 2. change in temperature, colour, flavour, texture or finish 3. joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them 4. mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates other than for damage caused by a defined peril which is covered by this policy.
<p>5. Damage to property whilst worked on</p>	<p>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.</p>
<p>6. Guarantees of Performance</p>	<p>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)</p>
<p>7. War Risks</p>	<p>We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.</p>
<p>8. Radioactive Contamination</p>	<p>We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from</p> <ol style="list-style-type: none"> 1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel 2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.

9. Airborne and Waterborne Craft	<p>Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings to or caused by:</p> <p>(a) airborne or waterborne vessels, craft or similar devices;</p> <p>(b) platforms or rigs;</p> <p>including any insured property situated on, or being loaded onto or offloaded from (a) or (b).</p>
10. Data Recognition Related Losses	<p>We will not cover you for loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date but we will cover subsequent damage which results from a defined peril covered by this policy.</p>
11. Unexplained Losses	<p>We will not cover you for loss, destruction or damage caused by or consisting of</p> <ol style="list-style-type: none"> 1. disappearance, unexplained or inventory shortage 2. misfiling or misplacing of information.
12. Road Vehicles	<p>Loss, destruction, damage, financial loss or other expense, liability, legal liability, claim or proceedings in respect of:</p> <ol style="list-style-type: none"> a. licensed cars, lorries, vans, trucks, or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation other than: <ol style="list-style-type: none"> i. contractors plant used solely as a tool of trade, ii. as specifically provided for elsewhere within this policy. b. quad bikes or motorcycles.
13. Money or Guarantees of Money	<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>

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> <ol style="list-style-type: none"> a. replacing or rectifying piles or retaining wall elements which: <ol 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 Plan	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> <ol 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>

Complaints Procedure

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer. If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right. All complaints **we** receive are taken seriously.

Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly. Alternatively, **you** can write to **us** at

AXA Insurance complaints:

AXA Insurance Commercial complaints

AXA House

4 Parklands

Lostock

Bolton BL6 4SD

All claims complaints:

Tel: **01204 815359**

Email: **commercial.complaints@axa-insurance.co.uk**

When **you** make contact please tell **us** the following information:

- Name address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number, and the type of **policy you** hold
- The name of **your** insurance agent / firm (if applicable)
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service
Financial Ombudsman Service Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: 0800 023 4567* or 0300 123 9123**
Fax: **020 7964 1001**
Email: **complaint.info@financial-ombudsman.org.uk**
Website: **www.financialombudsman.org.uk**

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02 Page Break

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep you informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored or recorded.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event we cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the **business** and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS

(www.fscs.org.uk).

How to make a claim

The contact details if **you** need to make a claim are :

AXA Insurance UK plc
AXA House
Parklands
Lostock
Bolton
BL6 4SD

Sections 1-4, 6 & 7

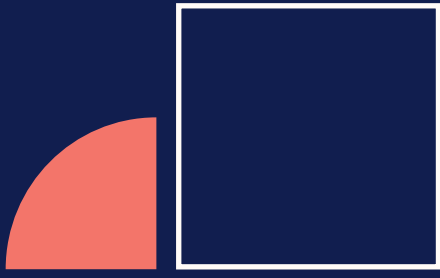
Tel: **0330 094 7089 – Option 2**

Email: **spclaims.ins@axa-insurance.co.uk**

Section 5

Tel: **0345 900 4185 – Option 3**

Email: **liabilityclaims.ins@axa-insurance.co.uk**



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PARTNERS FOR YOUR PROJECT

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