



STANDARD

POLICY WORDING

Cover for your Renovation or Conversion Project



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

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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

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.

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)

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

Building(s)

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

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

Business

the ownership of the **premises** shown in the **schedule**.

Computer System

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

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.

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**.

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**.

Endorsement(s)

a change in the terms and conditions of this insurance.

Excess

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

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.

Geographical Limits

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

Hacking

unauthorised access to any **computer systems**, whether **your** property or not.

Period of insurance

the length of time covered by this insurance (as shown on the **schedule**) and any extra period for which **we** accept **your** premium, or until cancelled.

An additional 2 weeks cover will apply past the expiry date shown on the **schedule** unless otherwise cancelled.

Phishing

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

Pollution or contamination

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

Premises

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

Schedule

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

Sum(s) 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.

Unoccupied

where **you** / any family member / tenants have moved out of the property for the purpose of renovation or construction and the property 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.

Time Element Loss

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

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 2 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.

Employee(s)

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

under a **contract** of service or apprenticeship with **you** who is hired or lent to **you** or borrowed by **you**

under a work experience training scheme supplied to **you** or employed by **you** for labour only

who is self-employed and working under **your** control or supervision on a voluntary basis

Financial Loss

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

Injury

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

Liquidated Damages

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

Multiplied Damages

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

Occurrence

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

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.

Section 1 – Building(s)

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

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This insurance covers loss or damage to your building(s) during the period of insurance caused by the following.</p> <ol style="list-style-type: none"> 1. Fire 2. Lightning 3. Explosion 4. Earthquake 5. Aircraft and other flying objects or anything dropped from them 	<p>The first £250 of each and every claim.</p> <p>The first £250 of each and every claim.</p> <p>The first £250 of each and every claim.</p> <p>The first £250 of each and every claim.</p> <p>The first £250 of each and every claim.</p>
<p>EXTRA BENEFITS INCLUDED WITH BUILDINGS Building fees and the cost of removing debris</p> <p>After a claim which is covered by an insured event under Section 1 – Buildings, we will pay the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • The cost of architects, surveyors, civil engineers, solicitors and other fees to repair or rebuild your building(s). • The cost of removing debris and demolishing or supporting parts of your building(s) which have been damaged, in order to make the site safe. • The extra costs of rebuilding or repairing the damaged parts of your building(s) to meet any regulations or laws set by Acts of Parliament or local authorities. 	<ul style="list-style-type: none"> • Any costs preparing a claim. • Any costs which relate to undamaged parts of your building(s), except the foundations of the damaged parts of your building(s). • Costs involved in meeting regulations and laws if notice was served on you before the loss or damage happened. • The cost of making the site stable. • Any amount over 20% of the sum insured for building(s) for any one claim.

ADDITIONAL ITEMS THAT ARE NOT COVERED

Electronic risks

We do 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**; 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.

Collapse

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.

Collusion

We will not cover **you** for damage by theft or attempted theft caused by or in conjunction with **you** or any of **your** partners, directors or **employed persons** or any member of **your** family or any other person lawfully at the **premises**.

Fraud and Dishonesty

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.

Pollution and Contamination

We do not cover any loss, destruction or damage caused by **pollution or contamination** unless the damage is caused by

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**.

Disease

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.

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.

Unexplained loss

We will not cover **you** for loss, destruction or damage caused by or consisting of

1. disappearance, unexplained or inventory shortage
2. misfiling or misplacing of information.

Terrorism

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.

Settling Buildings Claims

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

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

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

Sum insured

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

Under-insurance

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

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

Maintaining the sum insured

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

Section 2 - Public Liability

WHAT IS COVERED

1. Legal liability and **claims costs**

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

- accidental **injury** to any person
- **damage** property

occurring anywhere within the **geographical limits** during the **period of insurance** in connection with the **business**.

2. Limit of Indemnity

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

The maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**

- 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

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

Provided always that

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

4. Defective Premises Act

We will 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**.

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

What is not covered (Applicable to Section 2)

THE GENERAL EXCLUSIONS ALSO APPLY TO THIS SECTION.

1. The first £500 of each and every claim in respect of **damage** to third party property.
2. Accidental **injury** to **employees**
3. Liability arising outside the **geographical limits**.
4. Loss or **damage** to property owned by **you** or in **your** custody or control. This exclusion does not apply to:
 - personal effects of **employees** or visitors
 - any **premises** including their contents not being **premises** leased or rented to **you** which are temporarily occupied by **you** for the purpose of carrying out work there.
5. Liability from **you** owning or using any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where cover is provided by any other certificate or security.
6. Liability from **you** owning or using any craft intended to travel through air or space or other aerial devices, hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
7. **We** will not cover claims caused by or arising from any breach of professional duty in relation to

- i. advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, or testing undertaken or given for a fee
- ii. 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.

For the purposes of this exclusion works means:

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**.

- 8. Liability arising from **multiplied damages or punitive, or exemplary damages**.
- 9. Liability arising from any agreement or **contract** unless **you** would have been legally liable anyway.
- 10. **Damage** to works/rectification of defects
 - loss of or **damage** to goods or materials supplied or for use by **you** or which form part of work that **you** are carrying out or have completed. This exclusion will not apply to goods or materials forming part of work completed by **you** under a separate previous **contract**
 - the cost or value of any defective, harmful or unsuitable goods, materials or work supplied, used or undertaken
 - expenditure incurred by anyone in:
 - i. investigating or providing a remedy for
 - ii. removing, reinstating, replacing, reapplying, or rectifying any defective, harmful or unsuitable goods, materials or work supplied, used or undertaken.

11. Fines and penalties

liquidated damages, fines, or penalties

12. Asbestos

legal liability in any way arising from or contributed to by:

- inhalation or ingestion of **asbestos**
- exposure to or fear of the consequences of exposure to **asbestos**
- the presence of **asbestos** in any property or on land
- investigating, managing, removing, controlling, or remediation, of **asbestos**

13. Pollution or contamination

legal liability arising from **pollution or contamination** other than caused by a sudden and unexpected incident which takes place at a specific time and place during the **period of insurance**. All **pollution or contamination** which arises out of one incident will be considered to have happened at the time the incident takes place.

14. Defective Premises Act

We will not cover

- 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.

15. Financial Loss

Any **financial loss**.

16. Deliberate Acts

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

17. Cyber and Data

We will not cover **you** against any liability:

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

- 1. 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**
- 2. 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**
- 3. failure of electronic, electromechanical **data** processing or electronically controlled equipment or **data** to correctly recognise any given date or to process **data** or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims

- a. for **injury**
- b. for **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

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**
2. 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**.

GENERAL EXCLUSIONS (APPLICABLE TO THE WHOLE POLICY)

1. Major Works

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

2. Pre-Existing Loss and/or Damage

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

3. This insurance does not cover:

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

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

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.
- c. 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.
- d. Loss of value after **we** have made a claim payment
- e. Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- f. **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. (this is not applicable to Section 2- Public Liability)

- g. **Miscellaneous damage** (this is not applicable to Section 2- Public Liability)

We will not cover you for loss, destruction or damage caused by or consisting of

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

GENERAL CONDITIONS (APPLICABLE TO THE WHOLE POLICY)

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

1. **Your duties**

- **You** must ensure that all work has been, and will be carried out in compliance with planning permission, consents and regulations required by all relevant authorities.
- **You** must notify **us**, via Howden UK Brokers Limited, if works cease, or if there is a break or delay in the **contract works** in excess of thirty (30) consecutive days.
- As far as possible, **you** must ensure that the inside of the **buildings** and surrounding areas are kept clear from all combustibles, including waste and refuse.

- The **premises** must be visited for maintenance purposes and all rooms entered, at least once a week by **you** or an authorised adult.
- **You** must take all reasonable care to prevent loss or damage, accident, bodily **injury**, or legal proceedings. If legal proceedings are underway, **you** must tell **us** (See 'Making a Claim' section) without delay and take all reasonable steps to reduce the costs of these proceedings.
- **You** must take reasonable steps to
 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. If required by **us**, **you** must allow access to **your premises** and/or activities of **your business** as now defined 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**. **We** will not pay **your** claim where **you** have not complied with this condition.
- **You** must ensure that all forms of protection provided for the security of the **premises**, including all locks, are kept in working order and are put into operation whenever the **premises** are left unattended. If **you** do not comply with this, **we** will not pay a claim for loss or damage resulting from illegal entry or exit.
- **You** must have confirmed that the contractor(s) undertaking the works at **premises** have an in-force Public Liability policy for the duration of the works, providing a limit of liability of at least £2,000,000.

If **you** fail to comply with any of the above duties, it may affect any claim **you** make or could result in **your** insurance being invalid.

2. **Telling us about a change**

You must tell **us** 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**.

3. Works Completed

If the works are complete and the property is **Unoccupied** pending sale, cover can be continued up until the expiry date of the **Period of Insurance** subject to an increased **excess** of £500 unless otherwise stated as higher

4. Contractors Public Liability Insurance

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

5. Sanctions

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.

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 of the **contract** or the day **you** receive **your** policy documentation. 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.

Cancellation outside the cooling off period

You may cancel this policy at anytime by notifying **us** through Howden UK Brokers Limited in writing, by email or by telephone.

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.

To cancel, please contact

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

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**.

6. Our rights after a claim

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

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

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment

we have made under this insurance.

7. Fraud

You and anyone acting for **you** must not act in a fraudulent way. If you or anyone acting for **you**:

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:
 - a. refuse to pay the claim;
 - b. declare the policy void from the date of the fraudulent act without any refund of premiums. **We** may also inform the police of the circumstances.

8. Other insurance

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

9. Disagreement over amount of claim

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

(not applicable to Section 2-Public Liability)

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

Section 1 - Buildings

Tel: **0330 094 7089 – Option 2**
Email: **spclaims.ins@axa-insurance.co.uk**

Section 2 - Liability

Tel: **0345 900 4185 – Option 3**
Email: **liabilityclaims.ins@axa-insurance.co.uk**



renovationplan.co.uk

PARTNERS FOR YOUR PROJECT

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