



# RENOVATION PLAN PLUS+

Policy Wording

Cover for your Renovation  
or Conversion project



## Index

Thank you for choosing **Aston Scott Group Ltd** and **RenovationPlan Plus+** for your property insurance.

The complete **RenovationPlan Plus+** documents consist of:

- Policy Wording
- Policy Schedule
- Summary of Cover
- Statement of Fact

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

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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 contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

This document sets out what is and what is not covered. The **schedule** shows the sections of cover **you** have chosen and any special terms that apply. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents in a safe place.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this insurance, in the manner and to the extent provided in this contract during the **period of insurance**.

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.

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

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

### The Data Protection Act (1998)

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to third parties.

In addition, **we** may pass information that **you** have provided to **us**, including sensitive personal data, to selected third parties such as the Police, fraud and credit reference agencies and other bodies to substantiate information provided to **us** by **you**, to assist in the prevention and detection of fraudulent claims or as part of **our** anti-money laundering procedures.

By accepting this contract of insurance, **you** will be considered to have consented to the use of **your** data in this way and also to have obtained the consent for **us** to use in this way any data provided by **you** relating to **your** directors, officers, partners and employees.

### Cancellation

#### Your right to change your mind

If **you** wish to cancel this **Policy** and cover has not yet commenced, you will be entitled to a full refund of the **premium** paid.

**You** may cancel the insurance, without giving reason, by sending us written notice to Aston Scott Group Ltd and returning or destroying the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. If a claim is made on the **policy** or an incident has occurred that may lead to a claim within 14 days of the **policy** commencement, the full premium is payable and no refund is given.

If you choose to cancel the policy 14 days after the commencement date, the full premium is payable and no refund is given.

### **Our Rights**

**We** may cancel this **Policy**, by sending 30 days' written notice to **your** last known postal address. **We** will only cancel this Policy for a valid reason. Valid reasons include but are not limited to the following:

- No payment of the premium
- Where we reasonably suspect fraud
- Where you are required in accordance with the terms of this insurance to co-operate with us, send us information or documentation within a given time period specified by us and you fail to do so in a way that materially affects our ability to process a claim or our ability to defend our interests.
- Where we are made aware of changes in your circumstances which mean that it is no longer possible for us to continue to provide cover under this Policy.
- Use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers.

If we cancel the Policy under this section, you will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time we have provided such cover, unless the reason for cancellation is fraud or there have been claims made under the Policy, or there are claims under consideration or any incidents which you are aware of that are likely to result in a claim.

### **Information you have given to us**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** have a duty to inform **us** of every material circumstance that **you** know or ought to know, in a way that is reasonably clear and accessible to **us**. **You** also have a duty to accurately answer any questions **we** have asked **you** and to ensure that any information **you** do provide is correct.

If **we** establish that **you** deliberately or recklessly provided **us** with false information, **we** will treat this insurance as if it never existed, decline all claims and retain the premium.

If **you** have been in breach of **your** duty in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium, but **your** breach has not been deliberate or reckless, **we** may:

- Treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** would not have offered **you** insurance cover had **you** provided us with complete and accurate information; or
- amend the terms of **your** insurance. **We** will then apply these amended terms as if they were already in place at the time of the circumstances giving rise to a claim' and/or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; and/or
- cancel **your policy** in accordance with the cancellation condition of this **policy**.

**We** or **your** insurance broker or agent will write to **you** if **we**:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your policy**; or
- require **you** to pay more for **your** insurance

## General Definitions

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.

### **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 date of commencement of commercial operations**

the date stated in the **schedule** and detailed in the **contract** when commercial operation of 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.

### **asbestos**

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

### **asbestos containing materials**

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

### **asbestos dust**

fibres or particles of **asbestos**.

### **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** (due allowance being made for any escalation percentage provided under the paragraphs headed 'How Much We Will Pay' of **your policy** Sections) 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.

## General Definitions (Continued)

### **business**

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

### **contract**

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

### **construction period**

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

The **construction period** will end upon:

- (a) expiry of the period stated in the **schedule**, or
- (b) issue of a certificate of completion or taking over certificate, or,
- (c) achievement of **practical completion**, or
- (d) being taken into use,

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

### **contents**

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

### **consequential loss**

an indirect loss which must be accompanied by an insured loss.

### **contract works**

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

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

### **employee**

any person under a contract of service or apprenticeship with **you** and includes any of the following persons whilst working for **you** in connection with the **contract works**:

- (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.

### **employer**

the party on whose behalf the **contract works** are undertaken and whose name is detailed in the **policy schedule** as the policyholder.

## General Definitions (Continued)

### **endorsements**

a written change to **your policy** which is included on **your schedule**.

### **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, cables and the like;
- (ii) drains, sewers or water courses and any cost in cleaning or making good;
- (b) gates or fence
- (c) moveable property in the open other than materials being recycled or recovered from the **existing structure** for re use in the works.

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

### **heave**

upward movement of the ground beneath the **site** 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** specifically described in the **schedule** against Section 3 – **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**

bodily injury, mental injury, death, disease, illness, wrongful arrest or false imprisonment.

## General Definitions (Continued)

### **indemnity period**

the period during which the results of the **business** are affected due to the physical loss or damage beginning with:

- (a) the date which, but for the physical loss or damage, the **business** would have reached the **anticipated date of commencement of commercial operations**, and,
- (b) ending not later than the **maximum indemnity period**.

### **insured property**

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

- (a) **contract works**,
- (b) **free issue materials**,
- (c) **existing structures**,
- (d) **owned plant**,
- (e) **hired in plant**,
- (f) **household contents**.

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

### **interbank lending rate**

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

### **interest on tied capital**

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

### **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.

### **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 insured physical loss or damage, in an equitable sales transaction where each party involved in the sale has acted knowledgeably, prudently and without compulsion.

### **maximum indemnity period**

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

### **offshore installations**

- (a) any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation.
- (b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas.
- (c) any pipe or system of pipes in the sea or tidal waters
- (d) any installation which is intended to provide accommodation for the persons who work on or from the locations specified in (a), (b) or (c) above,

## General Definitions (Continued)

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

### period of insurance

the period from the effective date to the expiry date as shown in the **schedule** or to the date of **practical completion** whichever comes first.

### 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

items (a), (b) and (c) of **insured property**.

### 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 permanent 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.

### rental income

the money paid, or payable to **you** for rental of the **business**.

## General Definitions (Continued)

### **schedule**

the document that forms part of the **policy** and which contains **your** details, the **sum(s) insured** and the Sections of cover that are or are not insured.

### **settlement**

downward movement as a result of the soil being compressed by the weight of the site 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 shall mean all unfixed materials.

### **standard construction**

constructed of brick, stone or concrete 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 amount(s) stated in the **schedule** being the total amount **we** will pay, irrespective of the number of parties insured by the **policy**.

### **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 and the Channel Islands.

### **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.

## General Definitions (Continued)

### **time exclusion**

the period of time stated in the **schedule** beginning with the **anticipated date of commencement 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.

### **transit**

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

### **virus or similar mechanism**

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

### **we/us/our/insurer**

Novae Syndicates Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registration Number is 204888 The company is the managing agent of Syndicate 2007, subject to the supervision of the Society of Lloyd's.

### **you/your/yours**

the policyholder named in the **schedule**.

## Definitions applying specifically to Section 5, Public Liability

### **Damage**

Accidental loss of possession of or accidental damage to tangible property

### **Financial Loss**

Any financial loss unaccompanied by Injury or Damage.

### **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 the Insured

## Section 1: Existing Structures and Contract Works

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

### What Is Covered

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

Cover One; **existing structures** at the **contract site** providing Cover Two is also stated in the **schedule** as insured.

Cover Two; **contract works** on or adjacent to the **site** of any **contract** including whilst in **transit**

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

### How Much We Will Pay

**We** will not pay more than:

(a) in respect of any one loss, or series of losses arising from any one occurrence, for:

Cover One - the lesser of:

(i) the **rebuild cost** or,

(ii) the **sum insured**

The amount under (ii) above may be increased by not more than 10% of amount of (i) above should the **rebuild cost** exceed the **sum insured** stated in the **schedule**.

(b) the **sum insured** together with any other stated financial limit(s) stated in the **schedule** for this Section irrespective of the number of losses or claims notified.

Cover Two - the lesser of:

(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**

The amount under (ii) above may be increased by not more than 25% should the **original estimated contract price** plus the cost of any additions, amendments or variations including the value of any **free issue materials** exceed the **sum insured** stated in the **schedule**.

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

## Section 1: Existing Structures and Contract Works (Continued)

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

## Section 1: Contract Works and Existing Structures (Continued)

<p><b>4. Loss Avoidance Measures</b></p>	<p><b>We</b> will pay reasonable cost incurred in taking exceptional measures to prevent or mitigate impending physical loss or damage insured by this <b>policy</b>.          Provided that:  <b>(a)</b> physical loss or damage would reasonably be expected if such measures were not implemented.  <b>(b)</b> <b>we</b> are satisfied that physical loss or damage has been avoided or mitigated by taking the exceptional measures.  <b>(c)</b> the amount <b>we</b> will pay is limited to the cost of physical loss or damage which would have occurred if the exceptional measures had not been taken.  <b>(d)</b> the terms, Conditions and Exclusions of this <b>policy</b> apply as if physical loss or damage had occurred.  <b>We</b> will not pay more than the 20% of the <b>existing structures</b> and <b>contract works</b> total <b>sum insured</b>.</p>
<p><b>5. Off Site Storage</b></p>	<p><b>We</b> will pay for the cost of insured physical loss or damage to materials and goods for which <b>you</b> are responsible (other than items of stock, property, materials, or equipment intended for sale) intended for inclusion in any <b>contract works</b> covered by this <b>policy</b> in <b>transit</b> to or from and whilst temporarily stored within the <b>territorial limits</b>.  <b>We</b> will not pay more than the 20% of the <b>existing structures</b> and <b>contract works</b> total <b>sum insured</b>.</p>
<p><b>6. Local Authorities Clause</b></p>	<p><b>We</b> will pay for the additional cost of reinstatement of the <b>contract works</b> and/or <b>existing structures</b> which has suffered insured physical loss or damage.          Provided that:  <b>(a)</b> 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>(b)</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 <b>we</b> are liable to pay not being increased by doing so.  <b>We</b> will not pay for:  <b>(i)</b> cost incurred in complying with any of the said legislation, regulations or bye-laws;  <ol style="list-style-type: none"> <li>1. under which notice has been served on <b>you</b> prior to the occurrence of the physical loss or damage,</li> <li>2. in respect of undamaged <b>contract works</b> and/or <b>existing structures</b>, or portions of undamaged <b>contract works</b> and/or <b>existing structures</b>, other than foundations.</li> </ol> <b>(ii)</b> 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 <b>contract works</b> and/or <b>existing structures</b> or by <b>you</b> as the owner of the <b>contract works</b> and/or <b>existing structures</b> in order to comply with any legislation, regulations or bye-laws.</p>

## Section 1: Contract Works and Existing Structures (Continued)

<p><b>7. Architects Surveyors and Consulting Engineers Fees</b></p>	<p><b>We</b> will pay architects, surveyors, consulting engineers, and other professional fees necessarily incurred in the reinstatement of the <b>project</b> following physical loss or damage for which cover is provided by this <b>policy</b>. <b>We</b> will not pay for the cost of preparing any claim.</p>
<p><b>8. Trace and Access</b></p>	<p><b>We</b> will pay for the cost incurred by <b>you</b> to find the point of escape of water from any plumbing or heating systems installed for the purpose of the <b>contract</b>. <b>We</b> will not pay more than the 20% of the <b>existing structures</b> and <b>contract works</b> total <b>sum insured</b>.</p>
<p><b>9. Alternative Accommodation</b></p>	<p><b>We</b> will pay the reasonable additional cost incurred by <b>you</b> for renting similar temporary accommodation if the <b>contract works/existing structures</b> are uninhabitable as a result of insured physical loss or damage to and resulting delay in achievement of <b>practical completion</b> and/or handing over of the <b>contract works</b>.</p> <p><b>We</b> will not pay:</p> <p>(a) for alternative accommodation cost unless they are incurred as a direct consequence of physical loss or damage to <b>contract works</b> and/or <b>existing structures</b> for which cover is provided under Section 1 of this <b>policy</b>. (b) more than 20% of the <b>existing structures</b> and <b>contract works</b> total <b>sum insured</b>.</p>
<p><b>10. Breakdown or Explosion</b></p>	<p><b>We</b> will pay for the cost of physical loss of or damage to new and unused machinery forming part of the <b>contract works</b> caused by electrical or mechanical breakdown or explosion. This additional cover will continue for a period of (a) seven days from the commencement of testing of an individual item and (b) one calendar month from the commencement of commissioning.</p>

## Section 1: Contract Works and Existing Structures (Continued)

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

## Section 1: Contract Works and Existing Structures (Continued)

<p><b>3. Non-Ferrous Metals</b></p>	<p><b>We</b> do not cover theft of unfixed non-ferrous metals of any description unless they are contained within:  <b>(a)</b> a secured and locked purpose built security container;  <b>(b)</b> the <b>existing structures</b> and all openings have been secured by doors and windows having been fitted and doors and windows have been locked.</p>
<p><b>4. Subsidence, Heave or Landslip</b></p>	<p><b>We</b> do not cover physical loss or damage by <b>subsidence</b> or <b>heave</b> of the <b>site</b> on which the <b>project</b> stands or <b>landslip</b>:  <b>(a)</b> 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 <b>site</b> is damaged by the same cause and at the same time.  <b>(b)</b> caused by or arising from impact and infill.  <b>(c)</b> caused by or arising from <b>settlement</b>.  <b>(d)</b> caused by or arising from riverbank or coastal erosion.  <b>(e)</b> caused by or arising from any movement of solid floor slabs, unless the foundations beneath the exterior walls of the <b>project</b> are damaged by the same cause and at the same time.</p>
<p><b>5. Breakdown or Explosion</b></p>	<p><b>We</b> do not cover physical loss of or damage to any part of the <b>contract works</b> caused by its own electrical or mechanical breakdown or explosion other than provided under Section 1 Additional Cover  <b>12</b> Breakdown or Explosion.</p>

## Section 2: General Contents

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

### What Is Covered

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 situated at the premises named in the schedule.

### How Much We Will Pay

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

### Exclusions applying only to Section 2

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

- motor vehicles, caravans, trailers or water craft and their attached accessories;
- livestock;
- any part of the building(s);
- any property specifically insured under any other insurance;
- gold, silver and other precious metals;
- pictures;
- antiques and objects d'art;
- jewellery, gemstones, pearls, watches, furs;
- telescopes, binoculars, photographic equipment, musical equipment, guns & gun accessories;
- radio and television aerials and satellite dishes, their masts and fittings
- computer equipment and audio and video equipment
- music and video collections including Records, DVD's, CD's and similar
- property in the open;
- cash, currency, bank notes, negotiable documents or coins and stamps, including coins or stamps forming part of a collection;
- deeds, registered bonds and other personal documents;
- domestic fuel in fixed tanks;
- pedal cycles;
- portable hand & power tools, domestic garden implements

## Section 3: Own Plant

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

### What Is Covered

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

### How Much We Will Pay

**We** will not pay more than:

- (i) in respect any one loss, or series of losses arising from any one occurrence, to **owned plant** which at the time of the occurrence of the physical loss or damage is:
  - (a) more than one year old; the **market value** of the item(s) concerned at the time of the physical loss or damage;
  - (b) one year old or less; the cost of reinstatement which means, where repair is:
    - (i) Uneconomic or impractical, **we** will agree replacement by new property of equal performance or capacity or, if this is impossible, its replacement by new property having the nearest higher performance or capacity to the **owned plant** physically lost or damaged,
    - (ii) economic and practical, **we** will agree restoration of the damaged portion of the **owned plant** to a condition substantially the same as but not better or more extensive than its condition when new.

Provided that:

- Reinstatement 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 reinstatement had it been wholly lost.
  - **we** reserve the right to make no payment until reinstatement has been carried out.
  - the amount **we** pay will not exceed the new replacement value of the **owned plant** physically lost or damaged.
  - if reinstatement 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 reinstatement.
2. the **sum insured** together with any other stated financial limit(s) stated in the **schedule** for this Section irrespective of the number of losses or claims notified.
- If reinstatement 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 reinstatement.
  - Unless otherwise stated in the **schedule**, the **sum insured** will not be reduced by the amount of any insured claim.

## Section 3: Owned Plant (Continued)

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

## Section 4: Hired in Plant

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

### What is Covered

This Section insures **your** legally liability under the terms of a hiring agreement to pay

**(a)** for physical loss of or damage to **hired in plant**,

**(b)** continuing hiring charges for **hired in plant** following physical loss or damage insured under **(a)** above, occurring during the **period of insurance**, whilst used in performance of the **contract works** anywhere within the **territorial limits** including whilst in **transit**.

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

### How Much We Will Pay

1. The total amount **we** will be liable to pay including costs and expenses:

- in respect of any one loss, or series of losses arising from any one occurrence
- irrespective of the number of losses or claims notified, will not exceed the **sum insured** together with any other stated financial limit(s) stated in the **schedule** for this Section.

Provided that:

**(i)** the amount which **we** pay is no more than **we** would have paid had **you** hired the **hired in plant** under Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association in force at the time of the hire.

**(ii)** where **you** re-hire the **hired in plant** to another party, the hiring agreement places an identical or wider and more burdensome legal liability on that party to the conditions under which **you** originally hired the **hired in plant**.

2. Unless otherwise stated in the **schedule**, the **sum insured** will not be reduced by the amount of any insured claim.

## Section 4: Hired in Plant (Continued)

<p><b>Additional Covers applying only to Section 4</b> Section 4 is extended to include the following Additional Covers which are provided in addition to the <b>sum insured</b> and will be reduced by the amount of any paid claim.</p>	
<p><b>1. Immobilised Plant</b></p>	<p><b>1. We</b> will pay for the cost necessarily incurred in the recovery of unintentionally immobilised <b>hired in plant</b> (other than plant or equipment working underground or underwater) provided that recovery is not made necessary by or results from;</p> <ul style="list-style-type: none"> <li>• its own electrical or mechanical breakdown, derangement, failure or explosion.</li> <li>• failure to maintain plant or equipment in accordance with manufacturers recommendations.</li> </ul> <p><b>2. We</b> will not pay more than the lesser of:</p> <ul style="list-style-type: none"> <li>• the sum of £25,000, or</li> <li>• the sum which would have been payable had the cost not been incurred.</li> </ul> <p><b>3. We</b> will not be liable for physical loss or damage caused by the process of recovery.</p>
<p><b>Conditions applying only to Section 4</b> The following Conditions apply to this Section. In addition, please refer to the General Conditions which apply to all Sections of the <b>policy</b>.</p>	
<p><b>1. Losses from Vehicles Limitation</b></p>	<p>In respect of any one event involving theft of or malicious damage to machine attachments, power tools, hand tools, and manually powered implements from vehicles <b>we</b> will not pay more than £5,000 under this <b>policy</b> prior to the application of the <b>excess</b>.</p>
<p><b>Exclusions applying only to Section 4</b> The following Exclusions apply to this Section. In addition, please refer to the General Exclusions which apply to all Sections of the <b>policy</b>.</p>	
<p><b>1. Excluded Parts</b></p>	<p><b>We</b> do not cover loss of or damage to:</p> <p><b>(a)</b> tyres, tools, cutting edges, moulds, dies, patterns, non-metallic linings, glass, pulverising and crushing surfaces, flexible pipes, trailing cables, drive belts, or parts requiring periodic renewal unless arising from a malicious act or forming part of other insured physical loss or damage.</p> <p><b>(b)</b> safety or protective devices due to their functioning.</p>

## Section 5: Public Liability

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

What is Covered	
<b>1. Legal liability and claims costs</b>	<p><b>We</b> will pay up to the limit of indemnity if <b>you</b> become legally liable to pay damages and/or claimants costs and expenses in respect of:</p> <ul style="list-style-type: none"> <li>• Accidental <b>injury</b> to any person</li> <li>• Accidental loss of or <b>damage</b> to property, other than property owned, leased to, hired by <b>you</b> under hire purchase, on loan to, held in trust by, otherwise in the insured's care custody and control.</li> </ul> <p>Occurring anywhere within the <b>territorial limits</b> during the <b>period of insurance</b>.</p> <p><b>We</b> also pay claims costs.</p> <p><b>We</b> also pay the solicitor's fee incurred with <b>our</b> written consent for the representation of <b>you</b> at:</p> <p><b>I.</b> any coroner's inquest or fatal accident inquiry in respect of any death</p> <p><b>II.</b> proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in <b>injury</b> or loss of or <b>damage</b> to property</p>
<b>2. Limit of Liability</b>	<p>The maximum amount <b>we</b> will pay in respect of any one claim against <b>you</b> or series of claims against <b>you</b> arising out of one <b>occurrence</b> will not exceed in total the limit of indemnity stated in the <b>schedule</b>.</p>
<b>3. Indemnity to Principals</b>	<p>Any Principal for legal liability in respect of which <b>you</b> would have been entitled to indemnity under this <b>Policy</b> if the claim had been made against <b>you</b> arising out of work carried out by <b>you</b> under a <b>contract</b> or agreement.</p>
<b>4. Defective Premises Act</b>	<p><b>we</b> will insure <b>your</b> liability under Section 3 of the Defective Premises Act 1972 as owner of any previous <b>premises</b> which <b>you</b> owned, for accidents happening in and around that <b>premises</b> which result in:</p> <ul style="list-style-type: none"> <li>• <b>injury</b> to any person other than <b>you</b> or an employee; or</li> <li>• loss or <b>damage</b> to property which <b>you</b> (or <b>your</b> employees) do not own or have legal responsibility for.</li> </ul> <p><b>We</b> will not pay more than £2,000,000 for any one event plus any costs and expenses <b>we</b> have agreed to in writing.</p>

## Section 5: Public Liability (Continued)

<b>Exclusions applying only to Section 5</b>	
The following Exclusions apply to this Section. In addition, please refer to the General Exclusions which apply to all Section of the <b>Policy</b> .	
<b>1. The Excess</b>	The first £1000 of each and every claim in respect of third party property unless otherwise stated in the <b>schedule</b> as higher.
<b>2. Employers Liability</b>	Compulsory Employers Liability
<b>3. Territorial Limits</b>	Liability arising outside the <b>territorial limits</b> .
<b>4. Loss or damage to property owned by you or in your custody or control.</b>	This exclusion does not apply to: <ul style="list-style-type: none"> <li>• personal effects of <b>employees</b> or visitors</li> <li>• any premises including their contents not being premises leased or rented to <b>you</b> which are temporarily occupied by <b>you</b> for the purpose of carrying out work there.</li> </ul>
<b>5. Liability from you owning or using any mechanically propelled vehicle</b>	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.
<b>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).</b>	
<b>7. Legal liability arising from professional advice given separately for a fee or other remuneration by you or by anyone on your behalf or in circumstances where a fee would normally be charged.</b>	
<b>8. Liability arising from multiplied or punitive, or exemplary damages.</b> <ul style="list-style-type: none"> <li>• Punitive or exemplary damages are damages that punish the person they are awarded against as well as compensate the person they are awarded to.</li> <li>• Multiplied damage is where the amount of money awarded as compensation is multiplied as a punishment</li> </ul>	
<b>9. Liability arising from any agreement or contract unless you would have been legally liable anyway.</b>	
<b>10. Damage to works/rectification of defects</b>	<ul style="list-style-type: none"> <li>• loss of or <b>damage</b> to goods or materials supplied or for use by <b>you</b> or which form part of work that <b>you</b> are carrying out or have completed. This exclusion will not apply to goods or materials forming part of work completed by <b>you</b> under a separate previous <b>contract</b></li> <li>• the cost or value of any defective harmful or unsuitable goods materials or work supplied used or undertaken</li> <li>• expenditure incurred by anyone in: <ol style="list-style-type: none"> <li>i) investigating or providing a remedy for</li> <li>ii) removing reinstating replacing reapplying or rectifying any defective harmful or unsuitable goods materials or work supplied used or undertaken.</li> </ol> </li> </ul>

## Section 5: Public Liability (Continued)

<b>11. Fines and penalties liquidated damages fines or penalties</b>	<ul style="list-style-type: none"> <li>• 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</li> </ul>
<b>12. Asbestos</b>	<p>legal liability in any way arising from or contributed to by:</p> <ul style="list-style-type: none"> <li>• inhalation or ingestion of <b>asbestos</b></li> <li>• exposure to or fear of the consequences of exposure to <b>asbestos</b></li> <li>• the presence of <b>asbestos</b> in any property or on land</li> <li>• investigating managing removing controlling or remediation of <b>asbestos</b></li> </ul>
<b>13. Pollution and contamination</b>	<p>legal liability arising from <b>pollution and contamination</b> other than caused by a sudden and unexpected incident which takes place at a specific time and place during the <b>period of insurance</b>. All <b>pollution and contamination</b> which arises out of one incident will be considered to have happened at the time the incident takes place.</p>
<b>14. Liability from any infectious disease or condition.</b>	
<b>15. Defective Premises Act</b>	<p><b>You</b> are not covered for liability arising: from an incident which happens over seven years after this insurance ends or <b>your business</b>;</p> <ul style="list-style-type: none"> <li>• from any cause for which <b>you</b> are entitled to cover under another source;</li> <li>• from the cost of correcting any fault or alleged fault; or</li> <li>• where a more recent insurance covers the liability.</li> </ul>
<b>16. Financial Loss</b>	<p>Any <b>financial loss</b> unaccompanied by <b>Injury</b> or <b>damage</b>.</p>
<b>17. Deliberate Acts</b>	<p>Arising out of the deliberate conscious or intentional disregard by <b>your</b> technical or administrative management of the need to take all reasonable steps to prevent <b>Injury</b> or <b>damage</b>.</p>

## 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

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

For the purposes of this Section 6, and where stated in the **schedule**, “Financial Loss” means **(a)** and / or **(b)** below:

**(a)** Cover Option One – 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 insured physical loss or damage.

**(b)** Cover Option Two – loss of interest

Item **(i)** **additional loan interest** and/or increased cost of working and / or;

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

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

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

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

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

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

1. Cover Option One; the loss of **rental income**,

2. Cover Option Two; the **additional loan interest** charges and / or the loss of **interest on tied capital**, which would have taken place during the **indemnity period** if the additional expenditure had not been incurred, but not exceeding the amount saved by incurring the additional expenditure

### How Much We Will Pay

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

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

**(a) Cover Option One** - advanced loss of rent and/or

**(b) Cover Option Two** - loss of interest Item **(i)** **additional loan interest** and/or increased “cost of working” and/or Item **(ii)** **interest on tied capital** and/or “increased cost of working”.

## Section 6: Advanced Loss of Rent and Loss of Interest (Continued)

If at the time of the physical loss or damage the **sum insured** on each or either Item is less than the annual equivalent of:

(A) in respect of Item(i), **your** actual **additional loan interest** in respect of the **project**,

(B) 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.

2. the **sum insured** together with any other stated financial limit(s) stated in the **schedule** for this Section. Unless otherwise stated in the

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

<b>Additional Cover applying only to Section 6</b>	
Section 6 is extended to include the following covers	
<b>1. Professionals Fees</b>	<b>we</b> will pay for professional accountants, legal or auditors fees reasonably incurred for producing or verifying particulars, details, or any other information or evidence to verify details of a claim under this Section of the <b>policy</b> . <b>We</b> will not pay more than the lowest amount shown as a <b>sum insured</b> for Section 7.
<b>Conditions applying only to Section 6</b>	
The following Conditions apply to this Section. In addition, please refer to the General Conditions which apply to all Sections of the <b>policy</b> .	
<b>1. Schedule of Contract Works</b>	as a Condition precedent to <b>our</b> liability prior to the commencement of this insurance <b>you</b> must provide <b>us</b> with a scope of works and a plan (Gantt chart or similar) of the anticipated scheduled completion dates of the <b>contract works</b> . Throughout the course of the <b>contract works</b> <b>you</b> must provide <b>us</b> with updates of any changes that will alter the course of the <b>contract works</b> and the scheduled dates of completion.
<b>2. Record Keeping</b>	in the event of physical loss or damage occurring to <b>insured property</b> under Section 1 – Contract Works and Existing Structures which may reasonably be expected to result in a claim under this Section, <b>you</b> must keep a record of: <b>(a)</b> the delays, containing specific details and dates, that results from the physical loss or damage to the <b>contract works</b> and/or <b>existing structures</b> together with; <b>(b)</b> any changes to the anticipated scheduled completion dates which result from other causes affecting the planned undertaking of the <b>contract works</b> and any measures taken to mitigate such delays.
<b>3. Occupation of the contract works and existing structures</b>	where the <b>contract works</b> and/or <b>existing structures</b> are occupied during the course of completion of the <b>contract</b> , any income received shall be taken into account when calculating any amounts payable to <b>you</b> in respect of cover provided by this Section.

## Section 6: Advanced Loss of Rent and Loss of Interest (Continued)

<b>Exclusions applying only to Section 6</b> The following Exclusions apply to this Section. In addition, please refer to the General Exclusions which apply to all Sections of the <b>policy</b> .	
<b>1. Inevitable Damage, Cost and Financial Losses</b>	This <b>policy</b> does not provide cover under this Section in respect of Financial Loss, or any other loss or costs or expenses which would have been incurred by <b>you</b> whether physical loss or damage to <b>contract works</b> or <b>existing structures</b> had occurred or not.
<b>2. Early Completion – Expediting the Completion of the Project</b>	This <b>policy</b> does not provide cover under this Section in respect of Financial Loss, or any other loss or costs or expenses incurred solely to expedite achievement of <b>practical completion</b> of the <b>contract works</b> , or any part of the <b>contract works</b> , at an earlier date than the <b>contract works</b> would have been completed on if physical loss or damage, for which cover is provided under Section 1, had not occurred.
<b>3. Redesign, Alteration, Addition and Improvement</b>	This <b>policy</b> does not provide cover under this Section in respect of Financial Loss, or any other loss or costs or expenses incurred in redesigning, altering, adding to, or improving the <b>project</b> , or rectification of defects or faults, or elimination of any deficiencies carried out after physical loss or damage has occurred, for which cover is provided under Section 1, or any financial loss or costs incurred as a result of such redesigning, alteration, addition, or improvement.
<b>4. Insufficient Funds</b>	This <b>policy</b> does not provide cover under this Section in respect of Financial Loss, or any other loss or costs or expenses resulting from any delay due to <b>your</b> inability to provide sufficient funds for the repair or replacement of the <b>insured property</b>
<b>5. Time Exclusion</b>	This <b>policy</b> does not provide cover under this Section in respect of Financial Loss, or any other loss or costs or expenses incurred during the <b>time exclusion</b> period stated in the <b>schedule</b> .

## General Additional Covers

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

## General Conditions

<p>The following Conditions apply to all Sections of the <b>policy</b>, and they are Conditions precedent to <b>our</b> liability. In addition, please refer to each Section for Conditions which apply only to that Section. Where the condition precedent identifies a peril or perils, in the event of breach of the condition precedent, <b>we</b> will have no liability under this policy in respect of any loss or damage caused by that peril or perils unless <b>you</b> can prove that the breach in no way could have increased the risk of such loss or damage. In the event of breach of any other condition precedent, <b>we</b> will have no liability under this <b>policy</b>.</p>	
<p><b>1. Multiple Insured Requirements</b></p>	<p>it is a Condition Precedent of this <b>policy</b> that:</p> <p><b>(a)</b> for the purposes of the <b>sum insured</b> and/or <b>limit of liability</b> all of the parties insured under this <b>policy</b> will be treated as one party or legal entity, so that there will be only two parties to the contract of insurance namely <b>us</b> and <b>you</b> as defined.</p> <p><b>(b)</b> collectively for all insured parties, <b>we</b> will not pay more than the <b>sum insured</b> and/or <b>limit of liability</b>.</p> <p><b>(c)</b> any payments made by <b>us</b> to any one or more insured party will reduce, to the extent of that payment, <b>our</b> liability to all parties arising out of any one event resulting in a claim under this <b>policy</b>.</p> <p><b>(d)</b> the insured parties must at all times preserve any available contractual rights agreements and remedies in the event of any claim or incident likely to give rise to a claim.</p> <p><b>(e)</b> <b>we</b> will be entitled to avoid liability in circumstances where <b>we</b> establish that <b>you</b> deliberately or recklessly provided <b>us</b> with false information, used fraudulent means in relation to this <b>policy</b> or where there has been a breach of warranty or Condition.</p> <p>It is however agreed that:</p> <p><b>(i)</b> where <b>we</b> establish that, unknown to you, an insured party was careless in providing information then <b>we</b> 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.</p> <p><b>(ii)</b> <b>we</b> agree to waive all rights of subrogation which <b>we</b> may have or acquire against any insured party, except where the rights of subrogation or recourse are acquired as a result of, or otherwise following, anything referred to in condition (e) above</p> <p><b>(iii)</b> any lenders to the <b>project</b> will not be entitled to any indemnity under this <b>policy</b> in respect of which <b>we</b> are, by reason of condition (e) above, no longer liable to indemnify any one or more other insured party.</p>
<p><b>2. Your Duty to Prevent Loss or Damage</b></p>	<p>It is a Condition Precedent of <b>your policy</b> that at all times <b>you</b> must take all reasonable steps to safeguard <b>your insured property</b> from physical loss or damage.</p>
<p><b>3. Payments on Account / Interim Payments</b></p>	<p>Provided <b>we</b> have accepted liability for claims made under this <b>policy</b>, <b>you</b> may be entitled to receive interim payments, as agreed between <b>you</b> and <b>us</b>.</p>
<p><b>4. Precautions</b></p>	<p><b>You</b> must exercise due diligence in:</p> <p><b>(a)</b> complying with any statute or order.</p> <p><b>(b)</b> ensuring that <b>insured property</b> is maintained and used in accordance with manufacturers recommendations, and in taking reasonable precautions to prevent physical loss or damage.</p> <p><b>(c)</b> carrying out and allowing any action to be taken which is reasonable and practical to prevent further physical loss or damage.</p>

## General Conditions (Continued)

<p><b>5. Premium Adjustment Clause</b></p>	<p>The premium paid for this insurance, noted in the <b>schedule</b> is a provisional/minimum and has been calculated based on estimates given by <b>you</b>.  <b>You</b> must keep accurate records containing all relevant particulars and make these available to <b>us</b> at any reasonable time. In providing the final <b>contract</b> value to <b>us you</b> must include:  <b>(a)</b> the value of any materials and equipment used in the <b>contract</b>.  <b>(b)</b> professional fees incurred in the design and construction of the <b>contract</b>.  <b>(c)</b> irrecoverable Value Added Tax.  <b>(d)</b> <b>free issue materials</b> and direct purchases.  If any of the insured values increase beyond those stated in the <b>schedule</b> then <b>you</b> must advise <b>us</b> so that the appropriate additional premium due can be calculated.</p>
<p><b>6. Dual Lifting Operations</b></p>	<p>For the insurance provided by this <b>policy</b> 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 <b>policy</b> 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><b>8. Existing Structure – requirements for unattended premises</b></p>	<p>When <b>existing structures</b> are unoccupied during the <b>contract works</b> and left unattended overnight:  <b>(a)</b> 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>(b)</b> all doors, windows, and other access points must be secured and any alarm protection available must be activated.  <b>(c)</b> the <b>site</b> of the <b>contract works</b> must be thoroughly inspected by <b>you</b>, or <b>your</b> representative, at least once per week.  Any work necessary to maintain the security arrangements or to rectify defects must be carried out as soon as possible without unreasonable delay.</p>
<p><b>9. 72 Hour Clause</b></p>	<p>Where physical loss or damage occurs to the <b>insured property</b> on <b>site</b> during any one period of 72 consecutive hours caused by storm, tempest, flood or earthquake, it will be considered to be a single event and therefore represent one loss with regard to this <b>policy</b>, its terms Conditions and Exclusions, and the application of the <b>excess</b> as detailed in Exclusion 1.  The commencement of any such 72 hour period will be decided at the discretion of the <b>insurer</b>.</p>

## General Conditions (Continued)

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

	area surrounding the work (including that described in paragraph <b>(a) (i)</b> ) 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 inspections must be kept).
<b>12. Underground Services</b>	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: <b>(a) you</b> will prior to the commencement of such work; <b>(i)</b> 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; <b>(ii)</b> carry out investigation using remote electrical devices to locate existing pipes, cables, mains or other underground services where practicable; <b>(iii)</b> convey the location of such pipes cables mains and underground services to <b>employees</b> or contractors carrying out such work on <b>your</b> behalf. <b>(b) you</b> 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. <b>(c) you</b> 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.
<b>13. Alteration</b>	If at any time anything happens which materially affects the risk insured <b>you</b> must give immediate notice in writing to <b>us</b> without delay.
<b>14. Major Variations</b>	any major variation or change in plan must: <b>(a)</b> be agreed with the structural or consulting engineer <b>(b)</b> be notified to <b>us</b> and agreed before commencement thereof.
<b>15. Contractors Insurance</b>	It is a condition precedent in respect of any claim under this insurance that contractors undertaking works at the <b>premises</b> have an active Public Liability insurance for the duration of the works, providing indemnity of not less than £2,000,000. The onus of establishing the existing of such insurance rests on <b>you</b> .

## Claims Conditions

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

<p><b>2. Fraud</b></p>	<p>If any claim is fraudulent in any respect or if fraudulent means are used by <b>you</b> or anyone acting on behalf of <b>you</b> to obtain benefit under this <b>policy</b> or if any <b>injury</b>, loss, destruction or damage is caused by the wilful act or the connivance of <b>you</b> all benefits under this <b>policy</b> will be forfeited.</p>
<p><b>3. Other Insurance</b></p>	<p>This insurance does not cover any physical loss or damage which is insured by, or would but for the existence of this <b>policy</b> be insured by, any other policy or policies, except in respect of any <b>excess</b> beyond the amount which would have been payable under such policy or policies had this insurance not been effected.</p>
<p><b>4. Average and Reinstatement of Sum Insured and/or Limit of Liability</b></p>	<p>Where under any section of the <b>policy we</b> state that the <b>sum insured</b> and/or <b>limit of liability</b> will:</p> <p><b>(a)</b> be reduced by the amount of any claim, in the event that a claim occurs:  <b>(i) average</b> will apply in deciding how much <b>we</b> will pay, and,  <b>(ii) you</b> must pay a pro rata additional premium, calculated from the date of loss to the expiry of the <b>construction period</b> the current rate on the amount of each claim.  However:  <b>1.</b> such additional premium must be disregarded for the purpose of any adjustment of premium made in respect of General Condition 5 Premium Adjustment Clause.  <b>2. we</b> will waive the additional premium, if the final cost of the claim, including all settlement fees, does not exceed £100,000.</p> <p>In respect of any claim for <b>pollution or contamination</b> under Section 5, other than the <b>sum insured</b> and/or <b>limit of liability</b> being reduced by the amount of the claim, <b>we</b> will deal with the occurrence as if <b>(b) (i)</b> and <b>(ii)</b> below applied.  <b>(b)</b> not be reduced by the amount of any claim, in the event that a claim occurs:  <b>(i) average</b> will not be applied in deciding how much <b>we</b> will pay, and,  <b>(ii) we</b> will not charge <b>you</b> an additional premium to reinstate the <b>sum insured</b> and/or <b>limit of liability</b> to the amount(s) stated in the <b>schedule</b> prior to the deduction of the claim.</p>
<p><b>5. Subrogation</b></p>	<p>Other than as allowed for by General Additional Cover <b>1</b> and General Condition <b>1</b>, <b>we</b> may otherwise at <b>our</b> own expense, use all legal means in <b>your</b> name to secure reimbursement for physical loss or damage, either before or after <b>we</b> have paid a claim, and <b>you</b> must give all reasonable assistance for that purpose.</p>
<p><b>6. Abandonment</b></p>	<p><b>You</b> shall not be entitled to abandon any <b>insured property</b> to <b>us</b>.</p>
<p><b>7. Arbitration</b></p>	<p>If any difference arises as to the amount paid under this <b>policy</b> such difference will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions.  Where any difference is by this Condition to be referred to arbitration the making of the award will be a condition precedent to any right of action against <b>us</b>.</p>

## Claims Conditions (Continued)

<b>8. Housing Grants Construction and Regeneration Act 1996 (Adjudication scheme)</b>	<p>If <b>you</b> receive a Notice of Adjudication relating to any circumstances which has resulted in a claim under this <b>policy</b>, <b>you</b> must let <b>us</b> know, without delay, or on the first working day after <b>you</b> receive the notice, by telephone.</p> <p>A Notice of Adjudication means any notice issued by a party to the <b>contract</b> to which the Housing Grants Construction and Regeneration Act 1996 applies stating the intention to refer a dispute under the <b>contract</b> to adjudication.</p>
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## General Exclusions

The following Exclusions apply to all Sections of the **policy**. In addition, please refer to each Section for further Exclusions applying to that Section.

**We will not pay for:**

### 1. Excess

the **excess**, provided that under:

#### **Sections 1, 2 and 3 of the policy**

**(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)** in the event of any one occurrence of physical loss or damage affecting the property of more than one insured party, the **excess** deducted from the claim settlement will be apportioned between the interested parties in the same proportion as their individual losses bear to the total amount of the loss.

**(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.

#### **Sections 4 and 5 of the policy**

**(a)** all claims from any claimant or any number of claimants arising from one identifiable source or original cause will be adjusted as one claim and from the amount of such adjusted claim there will be deducted the sum stated in the **schedule** as the **excess**.

**(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.

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**.

### 2. Intentional Acts

Loss, destruction, damage, financial loss or other expense liability, legal liability, claim or proceedings arising out of:

**(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.

## General Exclusions (Continued)

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

## General Exclusions (Continued)

<b>9. Pollution or Contamination</b>	Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings caused by or arising from pollution or contamination.
<b>10. Electronic Risks</b>	Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings to or arising from: <b>(a)</b> any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data, or any part thereof whether tangible or intangible including but without limitation, any information or programs or software, and whether <b>your</b> property or not, where such damage is caused by <b>virus or similar mechanism or hacking or denial of service attack</b> , or, <b>(b)</b> any <b>consequential loss</b> caused by or arising from <b>virus</b> or in any way connected with <b>similar mechanism or hacking or denial of service attack</b> .
<b>11. Date Recognition Related Losses</b>	Loss, destruction, damage, financial loss or other expense, liability, legal liability, claim or proceedings caused by or in any way connected with performance or function of any computerised or non-computerised equipment or component, whether or not owned by <b>you</b> , or production services, whether or not provided by <b>you</b> , being affected by any failure malfunction or inadequacy to: <b>(a)</b> correctly recognise register or establish any date as its true calendar date. <b>(b)</b> capture, save or retain or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date. <b>(c)</b> capture, save, retain or correctly process any date as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data as a result of treating any date otherwise than its true calendar date.
<b>12. Unexplained Losses</b>	Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings for unaccountable losses, or losses discovered at the time of checks or inventory compilation, unless <b>you</b> can produce reasonable proof that such losses are as a result of an identifiable incident.
<b>13. Road Vehicles</b>	Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings to: <b>(a)</b> licensed cars, lorries, vans, trucks, or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation other than: <b>(i)</b> contractors plant used solely as a tool of trade, <b>(ii)</b> as specifically provided for elsewhere within this <b>policy</b> . <b>(b)</b> quad bikes or motorcycles.
<b>14. Money or Guarantees of Money</b>	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.

## General Exclusions (Continued)

<b>15. Cessation of Works</b>	Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings where work ceases on the <b>site</b> of the <b>contract</b> for a continuous period exceeding 60 days, unless expressly agreed by <b>us</b> in writing.
<b>16. Loss or Damage Underground or Underwater</b>	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 <b>insured property</b> underground or underwater.
<b>17. Non Standard Construction</b>	Unless shown otherwise by <b>endorsement</b> in the <b>schedule</b> , physical loss of or damage to <b>insured property</b> that is not of <b>standard construction</b> .
<b>18. Open Trench Work</b>	Physical loss or damage resulting from <b>contract works</b> being undertaken at an open trench depth of 5 metres (16 feet 4.85 inches) or greater below the normal ground level surrounding the <b>site</b> .
<b>19. Piling Foundation and Retaining Wall Works</b>	<p>The cost incurred in respect of:</p> <ul style="list-style-type: none"> <li>(a) replacing or rectifying piles or retaining wall elements which: <ul style="list-style-type: none"> <li>(i) have become misplaced, misaligned or jammed during their construction,</li> <li>(ii) are lost or abandoned or damaged during driving or extraction, or,</li> <li>(iii) have become obstructed by jammed or damaged piling equipment or casings;</li> </ul> </li> <li>(b) rectifying disconnected or declutched sheet piles.</li> <li>(c) rectifying any leakage or infiltration of material of any kind.</li> <li>(d) filling voids or for replacing lost bentonite.</li> <li>(e) any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity.</li> <li>(f) reinstating profiles or dimensions.</li> </ul> <p>This Exclusion will not apply to physical loss or damage caused by bush fire, forest fire, <b>subsidence</b>, <b>landslip</b>, 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 <b>policy</b> will be upon <b>you</b>.</p>
<b>20. Testing and Commissioning – Second Hand Plant</b>	The destruction of or damage to <b>insured property</b> which is not new and unused caused by the item(s) own breakdown or explosion directly resulting from the operations as defined and undertaken during the <b>testing and commissioning period</b> .

## General Exclusions (Continued)

<p><b>23. Pre-existing Damage and Defects</b></p>	<p>Loss, destruction, damage, financial loss or other expense, liability, legal liability claim or proceedings in respect of the <b>existing structure</b> caused by, or resulting from, any defect that existed prior to the commencement of the <b>period of insurance</b>.</p> <p>For the purpose of this Exclusion, the term defect includes, but is limited to:</p> <ul style="list-style-type: none"> <li>(a) infestation by insects or woodworm.</li> <li>(b) wet or dry rot.</li> <li>(c) defective floors.</li> <li>(d) defective water apparatus.</li> </ul> <p>Where a home survey report has not been provided to <b>us</b> prior to the commencement of the <b>period of insurance</b>, the onus of proof will be upon <b>you</b> to prove that the loss or damage was not caused by, or did not result from, a pre-existing defect.</p>
<p><b>24. Sanction Limitation and Exclusion Clause</b></p>	<p><b>We</b> will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose <b>us</b> to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.</p> <p>This means <b>we</b> will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America.</p> <p><b>We</b> will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.</p>

## Endorsements

<p><b>Important: This appendix forms part of the insurance</b>  An <b>endorsement</b> will only apply if the <b>endorsement's</b> number from this appendix is shown in the relevant place on the <b>schedule</b>. The full wording of specific <b>endorsements</b> are shown in this appendix.</p>	
<p><b>RPFE - Flood Exclusion</b></p>	<p>Section 1 – <b>Existing Structures and Contract Works</b> and Section 2 – <b>Contents</b> under the exclusions, the following is added:</p> <p>a) escape of water from the normal confines of any natural or artificial watercourse, lake, reservoir, canal or dam;  b) inundation from the sea; or  c) flood resulting from storm or any peril OTHER THAN escape of water from fixed water tanks, apparatus or pipes.</p>
<p><b>RPSE – Subsidence, Heave and Landslip Exclusion</b></p>	<p>Section 1 – <b>Existing Structures and Contract Works</b> and Section 2 – <b>Contents</b> under the exclusions, the following is added;</p> <ul style="list-style-type: none"> <li>loss or damage caused by <b>subsidence</b> or <b>heave</b> (of the site on which <b>your</b> property stands) or <b>landslip</b></li> </ul>
<p><b>RPTR – Terrorism Exclusion</b></p>	<p>This insurance excludes loss, damage, cost or expense of any nature caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</p> <p>For the purpose of this <b>endorsement</b> an act of terrorism means an act, including but not limited to the threat and/or the use of force or violence, of any person or group(s) of persons, whether, acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.</p> <p>This <b>endorsement</b> also excludes, loss, damage, cost or expense of any nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If <b>we</b> allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary will be upon <b>you</b>. In the event any portion of this <b>endorsement</b> is found to be invalid or unforceable, the remainder will remain in full force and effect.</p>
<p><b>DICL – Difference in Conditions /Difference in Limits Clause</b></p>	<p><b>Difference in Conditions</b></p> <p>Where a claim is made under such policy and is rejected as not being within its policy terms and conditions then this Policy will operate to provide an indemnity but only to the extent that the Company would have accepted the claim had it been made under this Policy provided however that the Company shall not be liable to pay the amount of any deductible that would have applied under such policy.</p> <p><b>Difference in Limits</b></p> <p>In the event that a claim is payable under such policy and the total amount of the claim exceeds the limit of indemnity applicable thereunder this Policy will pay up to the difference between such limit of indemnity and the corresponding Limit of Liability stated in the Schedule.</p> <p>The terms, definitions, exclusions and conditions contained in or endorsed onto this Policy shall be those used to determine the Company's liability under this Difference in Limits Clause.</p>

## Endorsements (Continued)

<p><b>NN01 - JCT 21.2.1 Liability Extension</b></p>	<p><b>We</b> agree to provide an indemnity to <b>you</b> in respect of any expense, liability, loss, claim or proceeding brought against <b>you</b> by reason of Damage to Property during the <b>Period of Insurance</b> by reason of collapse, <b>subsidence</b>, vibration, weakening or removal of support or lowering of ground water consequent upon the carrying out of <b>contract works</b> caused other than by the negligence, omission or default of you, including <b>other insured parties</b>, your servants, agents, contractors, sub-contractors' or their servants subject to the following conditions precedent to liability:</p> <ol style="list-style-type: none"> <li>1) <b>you</b> will provide a completed proposal form including but not limited to the period, nature and value of the contract for which indemnity is sought. The proposal will be incorporated into and form the basis upon which this Endorsement and indemnity are provided.</li> <li>2) <b>you</b> will pay the Premium.</li> <li>3) <b>Our</b> liability will not exceed XXX during the <b>Period of Insurance</b> inclusive of all costs, expenses and Legal Costs regardless of the number of claims made against <b>you</b>.</li> </ol> <p><b>We</b> will not be liable in respect of:</p> <ol style="list-style-type: none"> <li>A) loss or damage arising out of advice, design or specification of the works;</li> <li>B) loss or damage which might reasonably have been foreseen to be inevitable given the nature of the works or the manner of the execution thereof.</li> <li>C) the first £2,500 of each and every claim in respect of this section.</li> <li>D) loss or damage which is not reported within 12 months after the completion of the <b>contract works</b>.</li> </ol> <p>The Indemnity provided in this <b>endorsement</b> is otherwise subject to all the terms, conditions and exceptions noted within the Policy Wording.</p>
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## Complaints Procedure

**We** are committed to providing **you** with a high quality service and **we** want to make sure that **we** maintain this at all times. If **you** have any questions or concerns about **your policy** please contact the broker or intermediary who arranged cover for **you**.

If you have any concerns about the handling of a claim you should, in the first instance, contact:

### **Aston Scott Group Ltd**

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

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the **insurer**, Novae Syndicates Ltd, or the Complaints team at Lloyd's. Their addresses are:

### **Novae Syndicates Ltd**

21 Lombard Street  
London  
EC3V 9AH

Telephone Number: 020 7050 9000

Email [complaints@novae.com](mailto:complaints@novae.com)

### **Complaints Team**

Lloyd's  
One Lime Street  
London  
EC3M 7HA

**Telephone Number:** 020 7327 5693

**Fax Number:** 020 7327 5225

**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

**Website:** [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in the leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. Please quote Agreement Number HGF27813

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:

### **The Financial Ombudsman Service**

Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK) or 0300 123 9123 (calls to this number are charged at the same rates as 01 and 02 numbers on mobile phone tariffs in the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Making a complaint does not affect **your** right to take legal action.

The FOS will only consider **your** complaint if **you** are a private individual or 'micro-enterprise'. This is defined as a business with an annual turnover not exceeding 2,000,000 Euros and fewer than ten staff.

### **Financial Services Compensation Scheme (FSCS)**

If Novae Syndicates Limited is unable to meet its liabilities under this insurance, **you** may be entitled to compensation from the FSCS.

**You** can get further information about the compensation scheme arrangements from the FSCS or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk)

## **Making a Claim**

To report a claim, contact the schemes administrators at Aston Scott Group Ltd:

### **Office Hours 9am - 5.30pm Monday to Friday**

Telephone: 01621 784840

Fax: 01621 784405

Email: [renovationplan@astonscott.com](mailto:renovationplan@astonscott.com)

Aston Scott Group Ltd

Key House

Burnham Business Park

Burnham on Crouch

Essex

CM0 8TE

**You** will be asked to complete a claim form and this can be obtained from Aston Scott Group Ltd or can be downloaded from the Renovationplan website; [www.renovationplan.co.uk/media](http://www.renovationplan.co.uk/media)

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

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

Adjusting Associates LLP

Unit 2, Sovereign Court

Sterling Drive

Llantrisant

CF72 8YX

When there is a claim or possible claim, **you** must advise **us** as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **We** will only ask for information in relation to **your** claim. **You** must also tell the police without delay if the loss is caused by riot, malicious acts, theft or any attempted theft or is being made as a result of loss of property outside the **business** address.

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

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