

# RENOVATION PLAN

## Renovation Plan

### Policy Wording

Cover for your Renovation  
or Conversion project



**AstonScott**  
insurance brokers

## POLICY WORDING – LEVEL 2

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

The complete **RenovationPlan** 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 Ltd**.

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### Index

		<b>Page(s)</b>
Index	» A guide to this document	1
The contract of insurance us	» Details of the contract between you and	2
Definitions phrases	» The meaning of certain words and	3 - 4
Section 1 - Buildings	» Cover details	5
	» Settling claims	6
	» Extra Benefits	6
Section 2 - Contents	» Cover details	7
	» Settling claims	8
Section 3 - Public Liability	» Cover details	9 - 11
Section 4 - Hired in Plant	» Cover details	12
General exclusions	» Restrictions applying to your insurance	13
General conditions and warranties	» Certain conditions that you must keep to	14 – 15
Endorsements	» Changes to the terms of this insurance	16 - 17
Complaints procedure	» How to proceed with a complaint	18 - 19
Making a Claim	» Who to contact	20

## **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.

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

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with **you**, this contract is governed by English law.

### **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.

### **Several Liability Clause LMA 5096**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract. The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## Definitions

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

### Building(s)

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

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

### Contents

The **contents** within the locked **building(s)**, situated within the premises named in the schedule, constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete and asphalt which are for the purposes of this insurance, standard construction.

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

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

- ❖ motor vehicles, caravans, trailers or water craft and accessories attached thereto;
- ❖ livestock;
- ❖ any part of the building(s);
- ❖ any property specifically insured against the perils covered hereby 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 and own constructional machinery (unless otherwise stated by Endorsement).

## **Employed persons**

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

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

## **Excess**

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

## **Geographical Limits**

Great Britain, the Channel Islands or the Isle of Man

## **Period of insurance**

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

## **Pollution or contamination**

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

## **Premises**

Address as stated as the property insured in the schedule.

## **Sum Insured**

The maximum amount the insurer will pay for each item insured under any section.

## **We, us, our**

The insurer named on the schedule, which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their share of the risk and not for any other's share.

**You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

## **You, your**

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

## **Definitions applicable to Section 3 Public Liability**

### **Damage**

Accidental loss of possession of or accidental damage to tangible property

### **Financial Loss**

Any financial loss unaccompanied by Injury or Damage.

### **Injury**

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

### **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 - Building(s)

The schedule will show if this cover applies

Level of cover - Level 2

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

## Settling Buildings claims

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

### Sum insured

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

### Under-insurance

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

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

### Maintaining the sum insured

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

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

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

### Extra Benefits included with Buildings

What is Covered	What is not covered
<p><b>Building fees and the cost of removing debris</b></p> <p>After a claim which is covered by an insured event under Section 1 - Buildings, we will pay the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> <li>❖ The cost of architects, surveyors, civil engineers, solicitors and other fees to repair or rebuild your building(s).</li> <li>❖ The cost of removing debris and demolishing or supporting parts of your building(s) which have been damaged, in order to make the site safe.</li> <li>❖ The extra costs of rebuilding or repairing the damaged parts of your building(s) to meet any regulations or laws set by Acts of Parliament or local authorities.</li> </ul>	<ul style="list-style-type: none"> <li>❖ Any costs preparing a claim.</li> <li>❖ Any costs which relate to undamaged parts of your building(s), except the foundations of the damaged parts of your building(s).</li> <li>❖ Costs involved in meeting regulations and laws if notice was served on you before the loss or damage happened.</li> <li>❖ The cost of making the site stable.</li> <li>❖ Any amount over 20% of the sum insured for building(s) for any one claim.</li> </ul>

## Section 2 - Contents

The schedule will show if this cover applies

Level of cover - Level 2

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

## **Settling Contents claims**

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

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

### **Sum insured**

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

### **Under-insurance**

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

### **Maintaining the sum insured**

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

### **Proof of value and ownership**

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

## Section 3 - Public Liability

### What is covered

#### 1. Legal liability and claims costs

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

- ❖ Accidental **injury** to any person
- ❖ Accidental loss of or damage to property, other than property owned, leased to, hired by you under hire purchase, on loan to, held in trust by, otherwise in the insured's care custody and control.

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

**We** also pay claims costs.

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

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

#### 2. Limit of Indemnity

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

#### 3. Indemnity to Principals

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

#### 4. Defective Premises Act

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

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

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

## What is not covered

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

15. Defective Premises Act

**You** are not covered for liability arising:

from an incident which happens over seven years after this insurance ends or **your premises**

d;

- ❖ from any cause for which **you** are entitled to cover under another source;
- ❖ from the cost of correcting any fault or alleged fault; or
- ❖ where a more recent insurance covers the liability.

16. **Financial Loss**

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

17. Deliberate Acts

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

## Section 4 – Hired in Plant

The schedule will show if this cover applies

What is covered	What is not covered
<p>1. Loss of or damage to the property insured.</p> <ul style="list-style-type: none"> <li>❖ <b>We</b> will pay <b>you</b> or at <b>our</b> option replace or repair in respect of loss of or damage to the property insured happening during the <b>period of insurance</b>. The maximum <b>we</b> will pay is the <b>sum insured</b> shown in <b>your</b> policy schedule.</li> <li>❖ The property insured is constructional machinery tools equipment site huts or caravans <b>you</b> have hired to use in connection with the business while on the site of any contract or while being transported by road rail or inland waterway within the territorial limits.</li> </ul> <p>2. Reinstating the <b>sum insured</b></p> <ul style="list-style-type: none"> <li>❖ In the event of any loss the <b>sum insured</b> will be automatically reinstated from the date of the loss unless there is written notice by <b>us</b> or <b>you</b> saying otherwise. <b>You</b> will have to pay an additional premium for this.</li> </ul> <p>3. Immobilised plant.</p> <ul style="list-style-type: none"> <li>❖ <b>We</b> will pay necessary costs involved in recovering property insured which may become immobilised or immovable while being used in connection with any contract on which <b>you</b> are working.</li> </ul> <p>4. Continuing hire charges.</p> <p><b>We</b> will insure <b>you</b> against legal liability</p> <ul style="list-style-type: none"> <li>❖ to compensate the owner for loss of or damage to any hired machinery caused by its own breakdown or its own explosion.</li> <li>❖ to pay to the owner any hire charges lost as a result of: <ul style="list-style-type: none"> <li>i) the physical loss of or damage to the machinery</li> <li>ii) a breakdown of the machinery due to the negligence or misuse by <b>you</b> or anyone working on <b>your</b> behalf but not any wilful act or wilful neglect by <b>you</b></li> </ul> </li> <li>❖ <b>We</b> will pay the hire charges for the period during which the machinery is not working because of loss damage or breakdown for up to 90 days but not including the first 48 hours.</li> </ul> <p>The maximum <b>we</b> will pay in respect of any one hire agreement is £20,000.</p>	<p><b>We</b> will not pay for:</p> <ol style="list-style-type: none"> <li>1. Any amount over £20,000</li> <li>2. The first £500 of each and every claim</li> <li>3. Loss of or damage to the following: <ul style="list-style-type: none"> <li>❖ any mechanically propelled vehicle for which compulsory insurance or security is required. This exclusion does not apply to any vehicle mainly intended for use at contract sites or any vehicle used solely at contract sites and which is not licensed for road use.</li> <li>❖ any aircraft</li> <li>❖ any watercraft (other than watercraft of less than 8 metres in length or any hand propelled boat or pontoon).</li> </ul> </li> <li>4. Loss of or damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but not without limitation any information or programs or software) and whether <b>your</b> property or not where such loss or damage is caused by programming or operator error virus or similar mechanism or hacking (meaning unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data).</li> </ol>

## General Exclusions

### 1. Major Works Exclusion Clause

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

### 2. Pre-Existing Condition Clause

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

3 This insurance does not cover:

- ❖ direct or indirect loss or damage to any property;
  - ❖ any legal liability;
  - ❖ costs and expenses;
  - ❖ death or **injury** to or arising from the following.
- a) Radioactive contamination from:
    - ❖ ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
    - ❖ the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
  - b) War, invasion, civil war, revolution and any similar event.
  - c) Loss of value after **we** have made a claim payment.
  - d) Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
  - e) **Pollution or contamination** of air, water or soil, unless the **pollution or contamination** is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

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

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

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

- g) Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.
- h) Indirect loss of any kind
- i) Biological or chemical contamination due to or arising from:
  - ❖ terrorism; or
  - ❖ steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism

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

- ❖ causing or threatening harm; or
  - ❖ putting the public or any section of the public in fear;
- if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature.

# General Conditions & Warranties

## 1 Unoccupied Premises

It is a condition of the policy that **you** must comply with the following:

- ❖ All security must be maintained and placed in operation whenever the property is unattended.
- ❖ the water must be switched off at the mains OR the heating must be maintained at a minimum of 15 degrees centigrade or 58 degrees Fahrenheit at all times.
- ❖ The gas or electricity must be turned off at the mains unless this is used to maintain the security or heating of the property.
- ❖ The property must be visited at least once a week by either **you** or **your** representative.

When works are complete and the property is unoccupied awaiting sale cover will be subject to an increased **excess** of £500 each and every claim in respect of loss or damage directly caused by any person of malicious intent including squatters.

## 2 Works In Progress Warranty

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

This warranty does not apply if works are complete and the property is awaiting sale.

## 3 Contractors Public Liability Insurance

It is a condition precedent in respect of any claim under this insurance that contractors undertaking works at the **premises** have in force a Public Liability insurance, for the duration of the works, providing an indemnity of not less than £2,000,000. The onus of establishing the existence of such insurance rests entirely on **you**.

## 4 Cancellation

**Your** right to change **your** mind.

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

## 5 Cancellation after the withdrawal Period

**We** may cancel the insurance by sending **you** 14 days' notice to **your** last known address and the premium shall be adjusted on the basis of **us** receiving or retaining pro-rata premium.

**You** may cancel the insurance at any time by sending written notice to Aston Scott Ltd. The premium shall be adjusted on the basis of us receiving or retaining the premium on the following scale provided no claim has been made in the current **period of insurance**:

- i. During the first 12 months no return premium will be given.
- ii. After 12 months a pro-rata refund will be allowed subject to a minimum charge of £75 plus Insurance Premium Tax (IPT).

## 6 Making a Claim

When there is a claim or possible claim, **you** must advise Aston Scott Ltd, Key House, Burnham Business Park, Burnham-on-Crouch, Essex, CM0 8TE as soon as possible. For full details on how to do this see page 20.

You will be asked to complete a claim form. For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately 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 insured property

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

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

## 7 Our rights after a claim

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

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

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

## 8 Fraudulent Claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

## 9 Disagreement over amount of claim

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

## 10 Other insurance

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

## Endorsements

**Important: This appendix forms part of the insurance**

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

### **Endorsement code RPNSC - Non-Standard Construction Clause**

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

### **Endorsement code RPNL - Let Property**

**You** have told **us**, and **we** have agreed, that you have let the **building(s)** to tenants and **you** have given us information about that tenancy. If there are any changes to that information, for example, a change of tenants, you must tell **us** immediately. The policy document is replaced by the enclosed Let Property policy wording and Renovationplan Let Property schedule.

### **Endorsement code RPNO - Your Home**

**You** have told **us**, and **we** have agreed, that you occupy the **building(s)** as your permanent home. The policy is cancelled and replaced by the Compass Home Insurance Policy.

### **Endorsement code RPFE - Flood Exclusion**

It is hereby agreed that Section 1 - **Building(s)** and Section 2 - **Content(s)** does not cover:

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

### **Endorsement code - RPTR - Terrorism Exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly 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.

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

This endorsement also excludes, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Endorsement code - RPUSC - Underground Services Conditions**

In respect of loss of or damage to cables pipes or other services located underground it is a condition precedent to liability that the Insured prior to undertaking digging boring or excavation has:

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

The indemnity shall in any case be restricted to the actual cost of repair or replacement of such cables, pipes or other services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use consequential loss or damage or penalties and/or fines which are imposed on the insured by the relevant authorities as a result of loss of use consequential loss or damage.

This endorsement shall apply to any party carrying out such work on behalf on the Insured.

#### **Endorsement Code RPES - Buildings Existing Structure Only**

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

#### **Building(s)**

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

**We** will not pay for any loss or damage:

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

#### **Endorsement Code RPHT - Portable Hand & Power Tools**

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

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

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

#### **Endorsement Code RPOP - Own Constructional Machinery**

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

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

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

## 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 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 Compliance Department at Novae Syndicates Ltd or to the Policyholder and Market Assistance team at Lloyd's. Their addresses are:

### **Novae Syndicates Ltd**

21 Lombard Street  
London  
EC3V 9AH

Telephone Number: 020 7050 9000  
E-mail [complaints@novae.com](mailto:complaints@novae.com)

### **Complaints Team**

Lloyd's Market Services  
One Lime Street  
London  
EC3M 7HA

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 Financial Ombudsman Service (FOS)**

You may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS). The address is:

### **The Financial Ombudsman Service**

Exchange Tower  
Harbour Exchange Square  
London  
E14 9GE

You can telephone on 0800 023 4567 from a land line or 0300 123 9 123 from a mobile phone or email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service (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.

The first 90% of every claim is protected without any upper limit. **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)

If **you** follow the procedure above, it will not affect **your** right to take legal action.

## Making a Claim

To report a claim, contact the schemes administrators Aston Scott 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 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 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. **You** must also tell the police immediately 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 **premises**.

**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.