

# Building Works

POLICY WORDING



# Finding your way around

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## **ABOUT HOME AND LEGACY INSURANCE SERVICES LIMITED**

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom. Registered in England & Wales No. 3007252. Authorised and regulated by the Financial Conduct Authority, Home and Legacy's Financial Services Register number is 307523 and permitted business is advising on and arranging general insurance contracts.

Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

# Introduction

## HOME & LEGACY

This policy is administered by Home and Legacy Insurance Services Limited. Home and Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. and is registered in England and Wales NO 3007252, registered office: 57 Ladymead Guildford Surrey GU1 1DB United Kingdom. Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority, Financial Services Register number is 307523.

## THIS POLICY

This policy is a contract of insurance between **you** and the **insurer**. Home & Legacy has arranged this policy to provide home insurance policyholders with cover for loss of or damage to works, such as refurbishments, repairs, extensions or erection of new buildings that are being undertaken on the site of their home.

## THE INSURER

The insurance provided under this policy is underwritten by Allianz Insurance plc. registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 121849.

## YOUR CONTRACT OF INSURANCE

This policy is a contract of insurance between **you** and the **insurer**. Home & Legacy has arranged this policy to provide home insurance policyholders with cover for loss of or damage to works, such as refurbishments, repairs, extensions or erection of new buildings that are being undertaken on the site of their home.

There are conditions that **you** will need to meet as **your** part of the insurance contract. The conditions set out the changes in circumstances that could affect **your** cover and when the **insurer** would cancel **your** policy. The General Conditions of **your** policy are set out on pages 29 to 32. There are also Special Conditions which the **contractor** should be made aware of; these are set out on pages 22 to 24.

The **insurer's** provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

The parts of this policy which form the contract of insurance between **you** and the **insurer** are:

- This policy booklet which contains all the terms and conditions of the insurance. It is the basis on which all claims made under this policy will be settled.
- **Your schedule**, which details **your** cover and any **endorsements** applied to this policy during the **period of insurance**. **Endorsements** are important as their terms may vary the insurance cover provided by this policy. Please carefully check **your** current **schedule** to see if this insurance is operational.
- Information contained on **your** application request and/or the statement of facts document **Home & Legacy** issue which confirms the information provided by **you** or **your insurance intermediary** which forms the basis of the contract of insurance with the **insurer**.
- Changes to this policy contained in any notices issued by **us** or **Home & Legacy** at renewal.

**You** must take care not to misrepresent any information. **You** must take care to give all information that **you** are asked for. If **you** give **us** incorrect or incomplete information the wrong terms may be quoted, we may be entitled to reject payment of a claim or payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Please take time to read this policy to make sure **you** have the insurance cover required and that **you** understand its terms, exclusions and conditions. If **you** wish to change anything or if there is anything you do not understand, please let **Home & Legacy** or **your insurance intermediary** know. If it is not correct return it immediately to Home & Legacy or your insurance intermediary who will arrange for it to be amended.

Please note that wherever words or phrases appear in bold throughout this policy booklet they will have the meanings as set out under Definitions on pages 11 to 14.

For Allianz Insurance plc.

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large initial 'J'.

Jonathan Dye  
Chief Executive

# How your cover works

In return for **you** paying **your** premium, the **insurer** will provide the cover shown in the **schedule** for loss or damage covered under this policy happening within the **territorial limits** during the **period of insurance**.

The **insurer's** provision of insurance under this policy is conditional upon you observing and fulfilling the terms, provisions, conditions and **endorsements** of this policy.

## HOW LONG DOES THIS POLICY RUN FOR?

This policy will remain in force for the **period of insurance** shown on **your schedule**. This policy ends at midnight on the last day of **your period of insurance**.

If **you** are required under the terms of a formally drafted construction **contract** to provide maintenance or defects liability cover, this is given for a period of up to twelve (12) months following the completion date of the **contract works**. See page 15 Section 1 – What is covered, c Maintenance

## CHANGES WE NEED TO KNOW ABOUT

Please tell **Home & Legacy** or your **insurance intermediary** as soon as possible if **you** become aware of any changes to **your** circumstances which may affect this insurance; or changes to any other facts noted within the **Statement of facts** and **your schedule**.

If you are in any doubt, please contact **Home & Legacy** or **your insurance intermediary**.

When **Home & Legacy** is notified of a change they will tell **you** if this affects **your** insurance, for example, whether the **insurer** is able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to this policy. If the **insurer** is not told about a change it may affect any claim **you** make.

Please refer to General Condition 1 on page 29 which sets out changes in circumstances and information that **you** should tell the **insurer** about.

## YOUR DUTY TO PREVENT LOSS OR DAMAGE

**You** shall at all times take all reasonable steps to safeguard **your insured property** from loss or damage.

## CANCELLATION

### **Cancelling this policy within the first fourteen (14) days**

**We** want **you** to be happy with this policy. If after having examined **your** insurance documentation **you** decide not to proceed **you** have a statutory right to cancel **your** insurance within fourteen (14) days from the day of purchase; or the day you receive your policy documentation if that is later.

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

If **you** choose to cancel this policy and the insurance cover has already commenced **you** will be entitled to a refund of the premium paid except where **you** have made a claim or an **event** that may lead to claim has occurred during the period of cover we have provided in which case the full premium for the entire **period of insurance** may be payable.

If this policy was purchased as optional additional cover in conjunction with **your Home & Legacy** home insurance contract and **you** decide to cancel **your** home insurance policy within the first fourteen (14) days this policy will automatically be cancelled at the same time.

**You** can exercise **your** right to cancel by contacting your **insurance intermediary** through whom **you** arranged **your** policy or by contacting **Home & Legacy**.

**You** may contact Home & Legacy Insurance Services Limited by telephone on 0344 893 8360 or by writing to:  
500 Avebury Boulevard  
Milton Keynes  
MK9 2LA.

If after fourteen (14) days **you** have not cancelled this policy, **we** will assume that **you** wish your cover to continue for the **period of insurance** shown on **your schedule**.

#### **Cancelling this policy after the first fourteen (14) days**

Following the expiry of **your** statutory cooling-off period, **you** continue to have the right to cancel **your** policy at any time during its term. If **you** do so, unless **you** have made a claim or an **event** has occurred which may result in a claim, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered. As long as **you** have not claimed during the current **period of insurance** the amount of refund will be calculated on a proportionate basis for the time for which **you** have been covered based on the premium payable for the annual **period of insurance** (subject to insurance premium tax, where applicable). Where an **event** has occurred which has resulted in a claim or which may give rise to a claim the premium for the entire **period of insurance** will be payable to **us**.

To exercise **your** right to cancel this policy, please contact the **insurance intermediary** through whom **you** arranged **your** insurance or **Home & Legacy**.

**You** may contact Home & Legacy Insurance Services Limited by telephone on 0344 893 8360 or by writing to:  
500 Avebury Boulevard  
Milton Keynes  
MK9 2LA.

If the amount due when **you** cancel the **policy** is more than the amount **you** have paid **you** may be asked to pay the difference.

Please refer to General Condition 10 on pages 31 and 32 which sets out when **we** may cancel **your** policy.

## FINANCIAL SERVICES COMPENSATION SCHEME

**The insurer** is a member of the Financial Services Compensation Scheme. **You** may be entitled to compensation from this scheme if the **insurer** cannot meet its liabilities.

Further information about compensation scheme arrangements is available from the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at:

Financial Services Compensation Scheme

10th Floor, Beaufort House

15 St Boltolph Street

London EC3A 7QU

Phone: 0800 678 1100 or 0207 741 4100

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## USE OF LANGUAGE AND LAW APPLICABLE

Unless agreed otherwise, English law will apply and all communications and documentation in relation to this policy will be in the English language. In the event of a dispute concerning this policy the English courts shall have exclusive jurisdiction.

## TELEPHONE CALL RECORDING

For our joint protection telephone calls may be recorded and/or monitored.

## CUSTOMERS WITH DISABILITIES

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact **Home & Legacy** or **your insurance intermediary**.

## DATA PROTECTION (HOW WE USE YOUR INFORMATION)

For the purposes of the Data Protection Act 1998, **we** are the Data Controllers in relation to any personal data you supply in connection with this cover.

## INSURANCE ADMINISTRATION

Information **you** supply may be used for the purposes of insurance administration (including claims processing and payment), by **us, our** associated companies, service providers and agents, by reinsurers, Home & Legacy and **your insurance intermediary**. The information may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens **we** will ensure that anyone to whom **we** pass **your** information agrees to treat **your** information with the same level of protection as if **we** were dealing with it.

If **you** give **us** information about another person, in doing so **you** confirm that they have given **you** permission to provide it to **us** and for **us** to be able to process their personal data (including sensitive personal data, for example information about criminal convictions, or health or medical conditions) and that **you** have told them who **we** are and what **we** will use their data for as set out in this notice.

In assessing any claims made, **we** or **our** agents may do checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for **us** (such as loss adjusters or investigators, professional advisers or mediation companies).

With limited exceptions, and on payment of the appropriate fee, **you** have the right to access and if necessary rectify information held about **you**. If **you** would like to find out more about this, contact:

The Data Protection Officer  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

## CREDIT SEARCHES AND ACCOUNTING

In considering **your** application, to assess insurance risk, to prevent fraud, to check **your** identity and to maintain policy records, **we** may search files made available to **us** by credit reference agencies who may keep a record of that search. **We** may also pass to credit reference agencies information **we** hold about **you** and **your** payment record. The information may be used by other credit lenders for making credit decisions about **you** and the people with whom **you** are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

**We** may ask credit reference agencies to give a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us**, acceptance or rejection of your application will not depend only on the results of the credit scoring process. If **you** believe that we are holding inaccurate information about **you** please contact us. **We** will be happy to correct any errors.

**We** may also use information relating to **you** and **your** property supplied to **us** by other third parties.



## SENSITIVE DATA

In order to assess the terms of the insurance contract or administer claims which arise, **we** may need to collect data which the Data Protection Act defines as sensitive (such as criminal convictions or information about health or medical conditions). By proceeding with this application **you** will signify **your** consent to this information being processed by **us** or **our** agents.

## FRAUD PREVENTION AND DETECTION

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the Police;
- do credit searches and additional fraud searches;
- check and/or file **your** details (including details of any injuries) with fraud prevention agencies and or on registers of claims that are shared with **insurers**, and if **you** give **us** false or inaccurate information and fraud is suspected, it will be recorded;

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your household**;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide us with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

## CUSTOMER SATISFACTION SURVEYS

**We** aim to continuously improve the services **we** offer to **our** customers.

Occasionally **we** carry out customer satisfaction surveys which may be for **our** own benefit or for more general interest, and **we** may need to collect further information about **you** in connection with them. Surveys will usually be carried out by **us** but in some circumstances **we** will use an external firm.

**Your** participation in such a survey is entirely optional but **your** help and feedback would be appreciated.

# How to Make a Claim

Check **your schedule** and this policy wording which give details of what is covered and what is not covered. If **you** have any questions, please contact **Home & Legacy** or **your insurance intermediary**.

Upon the discovery of an **event** which may give rise to a claim please telephone **Home & Legacy** or **your insurance intermediary**. You can notify **Home & Legacy** of a claim by telephoning **0344 893 8360**.

If **you** are abroad and would like to contact **Home & Legacy**, please call **+44 (0) 20 3118 7777**.

- Make any reasonable temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. If possible, it would helpful to take photos of the damage.
- The **insurer** must have the chance to inspect any damage before **you** carry out repairs. Any estimates **you** obtain for permanent repairs or other work must be approved before work begins.
- The **insurer** may arrange for a claims inspector or a loss adjuster to discuss **your** claim with **you** or **your insurance intermediary**.
- **You** may be asked to complete a claim form. A claim form can be obtained by contacting **Home & Legacy** or **your insurance intermediary**.

# Customer Service

## WHAT TO DO IF YOU ARE NOT SATISFIED

**Our** aim is to get it right, first time, every time. If we make a mistake we will try to put it right promptly. **We** will always acknowledge receipt of your complaint within five (5) working days and do our best to resolve the problem within four (4) weeks. If we cannot, **we** will let **you** know when an answer may be expected.

If **we** have not resolved the situation within eight (8) weeks **we** will provide **you** with information about the Financial Ombudsman Service\*.

Should **you** wish to make a complaint please contact:

The Customer Satisfaction Manager  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard, Milton Keynes MK9 2LA

Telephone: 0344 893 8360  
Fax: 0344 893 8386  
Email: info@homeandlegacy.co.uk

If the complaint is about the service **you** have received from **us**, **we** will tell **you** who is dealing with **your** complaint. This individual will have been fully trained to deal with the matter in an objective manner.

If **your** complaint relates to the service provided by **your insurance intermediary, Home & Legacy** will pass the details on to them and will monitor the progress of their investigations.

Complaints which **we** are required to resolve will be passed on to **us** by **Home & Legacy**. **Home & Legacy** will tell **you** where complaints are passed on to **us** and will monitor the progress of **our** investigations.

*\* The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service.*

The Financial Ombudsman Service can be contacted at:  
The Financial Ombudsman Service  
Exchange Tower, Harbour Exchange Square, London E14 9SR

Telephone: **0300 123 9 123**.  
This number may not be available from outside of the UK, so from abroad please call **+44 20 7964 0500**.

Email: complaint.info@financial-ombudsman.org.uk

Website: www.fos.org.uk

For products and services purchased online The European Commission operate an online dispute resolution service for consumers who have a complaint. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service. The Online Dispute Resolution Service can be accessed at <http://ec.europa.eu/odr>, Please quote the email address info@homeandlegacy.co.uk.

Alternatively, **you** can contact the Financial Ombudsman Service directly.

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect **your** legal rights.

# Definitions

## WHAT OUR WORDS MEAN

Wherever the following words or phrases appear in **bold** throughout this policy booklet, they will have the meanings described below.

### **Commencement Date**

The start date of the **period of insurance** as shown in **your schedule**.

### **Commissioning**

Operational testing of apparatus, machinery or equipment forming part of the **contract works** once it has been installed completed or is near to completion which is undertaken to verify that such apparatus, machinery or equipment is functioning according to its design objectives or specifications.

*Commissioning shall not include any testing that involves chemical action or reaction unless prior agreement has been obtained from the insurer.*

### **Contract**

The agreement under which the **contract works** are undertaken.

### **Contractor**

The party undertaking the **contract works** on behalf of the **insured**.

### **Contract Site**

The address at which the **contract works** are to be undertaken as shown in **your schedule** to include any storage areas set up in connection with the **contract works** and located on the site at the same address.

### **Contract Value**

The value of the **contract works** including the value of **free issue materials** and all other costs associated with the completion of the **contract**.

### **Contract Works**

The permanent works undertaken in the performance of the **contract** and allocated to or incorporated in the **contract works** including:

- a. **temporary works** and
- b. **free issue materials**.

*Contract works does not include:*

1. *Prototype experimental untried or unproven works or machinery*
2. *Power generation plant and equipment (including but not limited to wind turbines, solar panels and water turbines and ground heat/geothermal systems) unless advised to the insurer and shown in the **contract works** description in **your schedule***
3. *Tools, tackle plant and equipment*
4. *Site huts and other temporary accommodation and their contents*
5. *Tools and personal effects belonging to employees; or*

# Definitions

6. *Property forming or which has formed part of any existing structure on the contract site before the commencement of the contract works.*

7. *Any mechanically propelled vehicle or an attached trailer.*

## **Damage**

Accidental physical loss of, destruction of or damage to **insured property**.

## **Employee**

Any person who is under a contract of service or apprenticeship with the **contractor**.

## **Endorsement**

Changes to the terms of this policy which are shown in **your schedule**.

## **Excess**

The amount or amounts specified in **your schedule** which **you** have to pay towards any claim under this policy following the occurrence of an insured **event**.

## **Existing Structure**

The existing buildings of the private residence (which existed at the **contract site** before the commencement of the **contract works**) comprising the main domestic structure, outbuildings used for domestic purposes, decorative finishes, fixtures and fittings, lifts, domestic fixed fuel tanks, underground service pipes and cables, sewers and drains, permanently constructed swimming pools, permanently fitted hot tubs, hard tennis courts, lawns, garden walls, patios, steps, terraces, radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems and surveillance equipment, hedges, fences, gates, paths and drives which belong to **you** or for which **you** have a legal responsibility.

## **Event**

All physical **damage** that arises as a result of any single incident or occurrence.

## **Free Issue Materials**

Materials supplied by the **insured** or agents of the **insured** to the **contractor** for incorporation in the contract works for which the **insured** is responsible for under the terms of the **contract**; but only if the value of such materials has been declared to the **insurer**.

## **Home & Legacy**

Home & Legacy Insurance Services Limited who have arranged and administer this policy on behalf of the **insurer**. Home & Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc. registered in England & Wales No.3007252, Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Home & Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 307523.

## **Insurance Intermediary**

The person or firm the **insured** has consulted to arrange this policy or consulted with the intention of arranging the insurance under this policy.

### **Insured**

The party(ies) on whose behalf the **contract works** are undertaken and whose name(s) are detailed in the **schedule**. The **insured** may also be a party who is entitled to cover under the Joint Names/Multiple Insureds extension given under Additional Cover and Benefits, Section 6 of this policy – refer to page 19.

*Where this policy applies to more than one insured this policy applies both jointly and individually.*

### **Insured Property**

The **contract works**, **temporary works** and any **free issue materials**.

### **Insurer**

The underwriter of this policy; Allianz Insurance plc registered in England number 84638. Registered office 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 121849.

### **Limit of Liability**

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

### **Period of Insurance**

The period of time covered by this policy as shown in **your schedule**, or until cancelled.

*If you are responsible for maintenance or defects liability under the terms and conditions of a formally drafted construction **contract** the **insurer** will give you extra cover for such risks for up to twelve (12 months) after the expiry of the **period of insurance**.*

### **Proposal/Application Questionnaire/Statement of Fact**

The information that is provided by you together with the statements and declaration upon which this policy is based.

### **Schedule**

The document which gives the details of the cover **you** have.

### **Temporary Works**

Structures and site materials necessary for the execution and performance of the **contract works** which will;

- a. be removed from the **contract site** on or before the date of completion of the **contract works**; and
- b. not normally be used again in connection with other contracts.

### **Territorial Limits**

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

# Definitions

## **Testing**

Quality checking components of apparatus, machinery or equipment which form part of the **contract works** that takes place before **commissioning** to ensure that the item(s) meet specified requirements by subjecting the item(s) to a set of operating conditions including the application of power or driving force.

## **Vitiating act**

Acts where there are circumstances of fraud relevant misrepresentation or non-disclosure or a breach of any of the conditions in the policy.

## **We/Us/Our**

The **insurer**.

## **You/Your**

The **insured**.

# Section 1 – Damage

## WHAT IS COVERED

This policy provides cover for the following:

**Damage** to the **contract works** described in **your schedule** anywhere in the **territorial limits** and occurring during the **period of insurance**

a. Transit  
while in transit other than by sea or air to and from the **contract site** (including incidental storage for a period not exceeding fourteen (14) days) from the commencement of loading on to transport vehicles until the completion of unloading at the destination

b. Contract Site  
while at the **contract site** until

- i. the issue of a certificate of completion or taking over certificate; or
- ii. the completion of construction; or
- iii. until taken into use

whichever is the earlier and for a further fourteen (14) day period if stipulated within the **contract** requiring insurance to be provided by **you**.

c. Maintenance  
during any maintenance or defects liability period stipulated within the **contract** requiring insurance to be provided by **you**

- i. from any defect originating prior to the commencement of this period; or
- ii. caused by the **contractor** in the course of any operations they carry out at the **contract site** for the purpose of remedying any defects in the **contract works** or otherwise fulfilling the maintenance obligations under the terms of the **contract**.

Provided that such maintenance or defects liability period

- i. shall not exceed twelve (12) months from the issue of a certificate of completion or taking over certificate or completion of construction or being taken into use whichever is the earlier
- ii. applies to the extent that the **contractor** is responsible under the terms of the **contract**.

## LIMIT OF LIABILITY

The most the **insurer** will pay respect of any one **event** shall not exceed:

- a. the **contract value** plus the cost of any additions amendments or variations including the value of **free issue materials**; or
- b. the amount shown in **your schedule** as the amount insured

whichever is the lower; plus

c. any amounts covered under Section 2 – Additional Policyholder Benefits.

The amount insured shown on **your schedule** may be increased by not more than 15% (fifteen percent) should the **contract value** plus the cost of any amendments or variations to it including the value of any **free issue materials** be exceeded.



# Section 1 – Damage

## WHAT IS NOT COVERED UNDER SECTION 1 OF YOUR POLICY

### 1. Breakdown or Explosion

**Damage** to any part of the **contract works** caused by its own electrical or mechanical breakdown or explosion unless this is covered under Section 2, 2 – Breakdown.

### 2. Contract Conditions

Any **damage** for which the **policyholder** is not responsible under the terms of the **contract**.

### 3. Defective Design Material or Workmanship Damage and the cost necessary to replace repair or rectify

- a. **insured property** which is in a defective condition due to a defect in design plan specification materials or workmanship of such **insured property** or any part of it
- b. **insured property** damaged to enable the replacement repair or rectification of **insured property** excluded by a. above

Paragraph a. above shall not apply to other **insured property** which is free of the defective condition but is damaged as a result of it.

For the purposes of this policy and not merely this exclusion the **insured property** shall not be regarded as damaged because of the existence of any defect in design plan specification materials or workmanship in the **insured property** or any part of it.

### 4. Excess

The amount stated in **your schedule** as the **excess**. The **excess** is the amount which you have to pay towards any claim made under this policy following the occurrence of each and every insured **event**.

### 5. Existing Property

**Damage** to any **existing structure** on the **contract site**.

### 6. Hazardous Work

**Damage** as a direct result of any **contract works** being

- a. in on over or immediately adjacent to any watercourse lake reservoir or similar body of water and any coastal estuarial or other area subject to tidal action
- b. involving the construction or structural alteration of bridges elevated highways railways or walkways flyovers and elevated or raised bypasses
- c. in on or involving tunnels shafts mines voids cavities or similar access workings
- d. involving any excavations more than eight metres deep
- e. in on or involving dams culverts weirs barrages and similar water controlling works
- f. involving the construction or structural alteration of buildings of more than four storeys

- g. involving construction or insulation by straw or other similar highly flammable materials.

#### **7. Inventory Loss or Unidentifiable Occurrence**

Loss of **insured property**

- a. by its disappearance or by shortage if the disappearance or shortage is only revealed when an inventory is made
- b. due to it being stolen or otherwise missing unless the loss is identifiable by the **insured** with a specific occurrence which has been the subject of notification under the terms of the Claims Conditions set out in the policy on pages 33 to 35 and which has been reported to the Police.

#### **8. Money, Legal or Promissory Documents**

Damage to deeds bonds bills of exchange promissory notes cash bank notes treasury notes cheques postal orders stamps or securities.

#### **9. Multiple Lifting Operations**

**Damage to insured property** arising out of any lifting or lowering operation in which a load is shared between two or more machines unless the prior consent of the **insurer** has been obtained.

#### **10. Scratching**

The scratching scouring or spoiling of glass painted polished smooth or similar finished surfaces.

*Damage to insured property resulting from such occurrences will be covered unless specifically mentioned as being excluded elsewhere in this policy.*

#### **11. Sea or Air Transit**

**Damage to insured property** occurring while during transit by sea or air.

#### **12. Timber Frame Construction Work**

**Damage** if any part of the **contract works** includes structures where the load bearing frame is constructed from timber (other than normal roofing trusses supports or beams).

#### **13. Vessels, Craft, Vehicles, Devices, Rigs or Platforms**

**Damage** to any:

- a. vessel craft vehicle or device designed to float on in or travel under or through water air or space
- b. marine rig or marine platform
- c. equipment mounted on and fixed to such vessel craft vehicle device rig or platform.

#### **14. Wear and Tear or Deterioration**

The cost to rectify damage to insured property caused as a result of wear and tear, erosion, corrosion or other deterioration caused by or naturally resulting from ordinary work use or exposure.

*Damage to insured property resulting from wear and tear or deterioration is covered.*

# Section 2 – Additional Cover and Benefits

This policy is extended to include the following additional covers and benefits.

## PART 1 WHAT IS COVERED

### Avoidance of Impending Damage

**We** will pay costs incurred by **you** in taking reasonable but exceptional measures to avoid or reduce impending **damage** which would have resulted in a claim under this policy.

Provided that:

- a. the impending **damage** did not arise from any defect in the **insured property**
- b. the impending **damage** did not arise from a reasonably foreseeable cause
- c. the **damage** would have been the natural outcome to be expected in the absence of the measures taken
- d. **we** are satisfied that **damage** which would have been insured under this policy has been avoided or reduced as a result of the measures **you** have taken.

## WHAT IS NOT COVERED

Any amount exceeding the cost which would have been incurred had the measures not been taken by **you** and the **damage** had occurred.

## PART 2 WHAT IS COVERED

### Breakdown

If any new and unused apparatus, machinery or equipment forming part of the **contract works** is damaged due to electrical or mechanical breakdown or explosion **we** will pay for the cost of the **damage** for a period of

- a. seven (7) days from the commencement of **testing** of an individual item; and
- b. up to one (1) calendar month from the commencement of **commissioning**.

## PART 3 WHAT IS COVERED

### Debris Removal

If **we** have agreed to pay for **damage** under this policy we will also pay the costs necessarily and reasonably incurred by **you** in

- a. removing debris
- b. dismantling or demolishing
- c. shoring up or propping and fencing off
- d. temporary boarding up of windows following the breakage of glass.

## WHAT IS NOT COVERED

Any amount exceeding 10% (ten percent) of the **contract value**.

PART 4  
WHAT IS COVERED

**Expediting Expenses**

**We** will pay the cost of overtime weekend and shift working payments plant hire charges express delivery including airfreight necessarily and reasonably incurred to expedite repair replacement or rectification of **contract works** following the occurrence of **damage** which **we** have agreed to pay under this policy.

WHAT IS NOT  
COVERED

Any cost solely to expedite the completion of any construction or installation of **insured property** that has not suffered **damage**.

Any amount exceeding 25% (twenty five percent) of the cost of repair replacement or rectification had the additional cost not been incurred.

PART 5  
WHAT IS COVERED

**Fire Brigade Charges**

**We** will pay the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of **damage** which we have agreed to pay for under this policy.

WHAT IS NOT  
COVERED

Any amount over £10,000.

PART 6  
WHAT IS COVERED

**Joint Names or Multiple Insureds**

**We** will pay compensation to any party that is required under the terms of a formally drafted construction contract to be a joint named insured to the policy.

If there is more than one **insured** each operating as a separate and distinct entity then this policy shall apply in the same manner and to the same extent as if individual policies had been issued to each party as long as

- a. the total liability of the **insurer** to all of the **insured** collectively shall not exceed the **limit of liability** under this policy
- b. any payment or payments by the **insurer** to any one or more **insured** shall reduce to the extent of that payment the **insurers** liability to all parties arising from any one event giving rise to a claim under this policy
- c. the **insured** shall at all times preserve any available contract rights agreements and remedies in the event of **damage**
- d. the **insurer** shall be entitled to avoid liability to or claim damages from any of the **insured** in circumstances of fraud material misrepresentation material non-disclosure or breach of any condition in this policy each referred to in this joint names or multiple insured additional benefit as a **vitiating act**

# Section 2 – Additional Cover and Benefits

- e. the **contract** is performed in the Great Britain Northern Ireland the Isle of Man or the Channel Islands.

It is however agreed that

- i. a **vitiating act** committed by one **insured** shall not prejudice the right to compensation of any other **insured** who has not committed a **vitiating act**
- ii. the **insurer** agrees to waive all rights of recovery which it may have or acquire against any **insured** except where the rights of recovery arise from a **vitiating act**
- iii. any lenders to the project shall not be entitled to compensation under this policy for **damage** for which the **insurer** because of a **vitiating act** is no longer liable to compensate any one or more other **insured**

## PART 7 WHAT IS COVERED

### Offsite Storage

**We** will pay for the cost of **damage** to **contract works** while in store at any location within the **territorial limits** other than the **contract site** provided

- a. the **insured** is responsible for **damage** under the **contract**
- b. the **contract works** are ready for delivery to the **contract site** and
- c. allocation to the **contract** can be proved.

## WHAT IS NOT COVERED

Unless **we** have given **our** prior consent **we** will not pay for **damage**

- a. to **contract works** held in storage for any period exceeding six (6) months or
- b. where the value of **contract works** in store at any one location exceeds the lesser of
  - i. 25% (twenty five percent) of the **contract** value or
  - ii. £250,000.

PART 8  
WHAT IS COVERED

**Payments on Account**

Payment as agreed between the **insured** and **us** in advance of final settlement of a claim under this policy where **we** have admitted liability.

PART 9  
WHAT IS COVERED

**Plans**

**We** will pay for the cost of materials and labour necessarily incurred to re-write or re-draw plans drawings and other documents held at the **contract site** following the occurrence of **damage** which **we** have agreed to pay **under** this policy.

WHAT IS NOT  
COVERED

Any amount over £50,000.

PART 10  
WHAT IS COVERED

**Professional Fees**

**We** will pay architects surveyors consulting engineers or other professional fees necessarily incurred by **you** to reinstate the **contract works** following the occurrence of **damage** which **we** have agreed to pay under this policy.

Fees which **we** agree to pay will be paid in accordance with the scale of fees charged by the professional body concerned.

WHAT IS NOT  
COVERED

**We** will not pay for the cost of preparing a claim under this policy.

PART 11  
WHAT IS COVERED

**Public Authorities**

If **we** have agreed to pay for **damage** under this policy **we** will also pay any additional costs necessary to reinstate the **contract works** solely to comply with building or other regulations under any Act of Parliament or with by-laws of any municipal local or European Union legislation.

This is provided that reinstatement is started and carried out without unnecessary delay and completed within twelve (12) months following the **damage** or within any other period we may allow.

WHAT IS NOT  
COVERED

The cost incurred in complying with any regulations or bylaws under which notice has been served on **you** prior to the occurrence of the **damage**.

**Contract works** that have not suffered any **damage**.

Any amount exceeding 10% (ten percent) of the **contract value**.

# Special Conditions

Some of the Special Conditions must be kept to by the **contractor**. **You** should make the **contractor** aware of all of the Special Conditions in particular Special Conditions 1 and 4 which must be specifically complied with by the **contractor**.

If **you** do not keep to the conditions **we** may cancel this policy refuse any claim or withdraw from any current claim. These conditions apply in addition to the General Policy Conditions that apply. (see pages 29 to 32).

**You** must do the following

## 1. Fire Precautions

The following precautions must be complied with by the **contractor**, their **employees** or by their sub-contractors whenever carrying out any work involving the application of heat or use of angle grinders and no liability shall attach to the **insurer** unless these precautions have been complied with.

- a. When blow torches blow lamps electric oxy-acetylene or other welding or flame cutting equipment hot air guns or angle grinders are to be used
  - i. a thorough examination of the immediate vicinity of the work (including the area of work itself plus the area on the other side of any wall or partition) shall be made to check whether any combustible material is in danger of ignition either directly and/or by conduction of heat with a record of the inspection kept
  - ii. all moveable and combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practicable any materials in the course of being worked upon) shall be removed away from the immediate vicinity of the work to a distance of not less than fifteen metres from the point of application of heat or use of angle grinders
  - iii. all combustible materials which cannot be moved (including materials that are to be worked upon or which have been worked upon and to the greatest extent practicable any materials in the course of being worked upon) shall be covered and fully protected by overlapping sheets or screens of noncombustible material.
- b. There shall be available for immediate use at the site of the work either:
  - i. two portable multi-purpose dry powder fire extinguishers to European standard BS EN 3 or British Standard BS 5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS 5306-3 or
  - ii. an hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion
- c. The lighting and / or operation of all blow lamps blow torches welding and cutting equipment shall be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment shall be left unattended

- d. Where the equipment involves the use of gas cylinders those that are not required for immediate use shall be kept outside the building in which the work is taking place and at least fifteen metres from the point of application of heat or use of angle grinders
- e. Any tar bitumen or asphalt boiler shall not be left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst lighted
- f. For one hour after completion of each period of work the site shall not be left unattended and a thorough inspection of the area surrounding the work (including the area on the other side of any wall or partition) shall be made:
  - a. at frequent intervals during that hour
  - b. at the end of that hour

to ensure that nothing is smouldering and there is no risk of fire.

## 2. Non Ferrous Metals

The liability of the **insurer** in respect of theft or attempted theft of unfixed non-ferrous metals of any description which forms part of the **contract works** under this policy whilst **unattended** is conditional on the unfixed nonferrous metals being kept in a

- a. securely locked building or container or
- b. vehicle providing that the vehicle is in a locked compound or garage overnight.

### Definition

For the purposes of this condition **unattended** means where **insured property** can be stolen or removed without the immediate intervention of the **insured, contractor** or **employees**.

## 3. Audio Visual and Computer Equipment

The liability of the **insurer** in respect of theft or attempted theft of new unfixed audio visual or computer equipment of any description which forms part of the **contract works** under this policy whilst **unattended** is conditional on the audio visual or computer equipment being kept in a

- a. securely locked building or container or
- b. vehicle providing that the vehicle is in a locked compound or garage overnight.

### Definition

For the purposes of this condition **unattended** means where **insured property** can be stolen or removed without the immediate intervention of the **insured, contractor** or **employees**.



# Special Conditions

## 4. Joint Code of Practice

The **contractor** undertakes to comply with The Joint Code of Practice for the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Eighth Edition dated July 2012 or a subsequent edition or version (referred to as The Joint Code).

The **insurer** shall have the right at all reasonable times to enter and inspect the **contract site** for the purpose of checking whether the conditions comply with The Joint Code.

In the event of a breach of The Joint Code the **insurer** will inform the site management of the **contractor** specifying the nature of the breach the remedial measures required by the **insurer** and the period within which these must be completed.

Where the **insurer** considers a breach is of sufficient importance written notice shall be sent to the **insured** and the **contractor** at their respective addresses by registered post recorded postal delivery facsimile transmission or by hand.

The notice issued by the **insurer** may suspend or cancel cover thirty (30) days from the date of the notice.

Following suspension, cover shall only be reinstated when the **insurer** is satisfied that all remedial measures have been completed.

In the event of cancellation the **insurer** agrees to return to the **insured** a proportion of the relevant part of **your** premium.

# General Exclusions

## GENERAL EXCLUSIONS APPLY TO THE WHOLE OF THIS POLICY

This policy does not cover loss damage cost or legal liability arising from or as a result of

### 1. Computer Date Recognition

**Damage** directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the **insured** or not

- a. correctly to recognise any date as its true calendar date
- b. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c. to capture save retain or correctly to process any data 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 to process such data on or after any date

but this exclusion shall not apply to subsequent **damage** arising from or caused by fire lightning explosion aircraft or other aerial devices or articles dropped there from riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal which would but for the application of this exclusion be insured by this policy.

### 2. E-Risks

**Damage** to

- a. any computer or other equipment or component or system or item which processes stores transmits or retrieves data or
- b. any part of a computer or other equipment or component or system or item which processes stores transmits or retrieves data

whether tangible or intangible (including but without limitation any data information or programs or software) and whether part of the **insured property** or not caused directly or indirectly by

#### i. Virus or Similar Mechanism

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. This includes but is not limited to viruses trojan horses worms and logic bombs

#### ii. Hacking

unauthorised access to any computer or other equipment or component or system or item whether part of the **insured property** or not which processes stores transmits or retrieves data

# General Exclusions

but this exclusion shall not apply to subsequent **damage** arising from or caused by fire lightning explosion aircraft or other aerial devices or articles dropped there from riot civil commotion strikers locked out workers persons taking part in labour disturbances earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal which would but for the application of this exclusion be insured by this policy.

### 3. Nuclear Site Risks

**Damage** caused by or consisting of or liability arising from **damage** to any

a. **nuclear material**

b. **insured property** in connection with

- i. any **contract** for construction erection installation repair maintenance or decommissioning of
- ii. any **contract** in or on

any building or plant that has been or is used or is designated to be used for the **production use or storage of nuclear material**.

#### Definitions

**Production Use or Storage of Nuclear Material** means the production manufacture enrichment conditioning processing use storage handling or disposal of **nuclear material**.

**nuclear materials** means

- a. nuclear fuel (other than natural uranium and depleted uranium) capable of producing energy by a self sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material and
- b. radioactive products or waste produced in or any material made radioactive by exposure to the radiation.

### 4. Pollution or Contamination

**Damage** directly or indirectly caused by or contributed to by or arising from pollution or contamination.

This exclusion shall not apply to cost arising from pollution or contamination of **insured property** caused directly by an occurrence which is insured by this policy.

### 5. Radioactive Contamination

**Damage** directly or indirectly caused by or contributed to by or arising from

- a. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof

- c. any weapon or other device utilising radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction.

## 6. Resultant Losses

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or loss of use or any other form of resultant loss not specifically provided for by this policy.

## 7. Terrorism

**Damage** directly or indirectly caused by resulting from or in connection with

- a. in respect of England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
  - i. any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - ii. any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**

**Definition** – In respect of a. above an **act of terrorism** means

Acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government of in law and in practice.

- b. in respect of territories other than those stated in a. above

- i. any **act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- ii. any action taken in controlling preventing suppressing or in any way relating to any **act of terrorism**
- iii. riot or civil commotion in Northern Ireland

**Definition** – In respect of b. above an **act of terrorism** means

Any 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.

In any action suit or other proceedings where the **insurers** allege that by reason of this exclusion any **damage** or liability is not covered by this policy (or is covered only up to a specified **limit of liability**) the burden of proving the contrary shall be on the **insured**.

In the event any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

# General Exclusions

## 8. War and Kindred Risks

- a. **Damage** directly or indirectly caused by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power confiscation nationalisation requisition or destruction of or damage to property by order of the Government or any Public Municipal or Local Authority.
- b. In the case of **insured property** outside Great Britain Northern Ireland the Isle of Man and the Channel Islands **damage** or corruption directly or indirectly caused by warlike operations mutiny conspiracy martial law state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege riot civil commotion strike lock-out persons taking part in labour disturbances or malicious persons acting on behalf of or in connection with any political organisation.

# General Conditions

## GENERAL CONDITIONS APPLY TO THE WHOLE OF THIS POLICY

### 1. Changes in Circumstances/Alteration in Risk

If **you** know about any changes that may affect the insurance cover the **insurer** provides under this policy **you** must tell **Home & Legacy** as soon as possible to allow the **insurer** to re-assess the likelihood of an insured **event** occurring and the terms and conditions of **your** policy. If the **insurer** is not advised of changes in circumstances, this may affect **your** ability to claim under this policy. Here are the changes **you** should tell the **insurer** about.

This will include, but not be limited to:

- i changes to any fact or facts declared in your **Proposal/Application Questionnaire/Statement of Fact**
- ii work not starting as planned
- iii a change in the conditions or working
- iv a change in **contractor**
- v **you** change **your** name
- vi where any alterations are made during the **period of insurance** that increase the risk of physical loss or damage
- vii where any loss minimising factors that were in existence at the commencement of the **period of insurance** are reduced, discontinued, or not maintained
- viii If **you** are convicted of any criminal offences (other than motoring offences) or have any prosecutions pending for any non-motoring criminal offences
- ix If **you** have been declared bankrupt.

The **insurer** may re-assess **your** cover and premium when they are told about changes. In some circumstances the **insurer** may not be able to continue with this policy following the changes. Where this happens **you** will be told and this policy will be cancelled in line with the Cancellation provisions set out on pages 4 and 5.

If **you** do not tell the **insurer** about changes or give them incorrect or incomplete information, the wrong terms may be quoted, they may be entitled to reject payment of a claim or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

### 2. Continuous Damage

For the purpose of application of the policy **excess** if the **insured property** at the **contract site** suffers as a result of **damage** caused by storm tempest or flood that occurs in one continuous period of 72 (seventy two) hours it shall be dealt with as one incident or series of incidents arising from one occurrence.

# General Conditions

## 3. Observation of Policy Terms

Cover under this policy is subject to the **insured** complying with the terms and conditions of this policy. The **insured** should show a copy of this policy to the **contractor** so that they are made fully aware of all the terms and conditions that apply.

## 4. Policy Voidable

This policy may become invalid if **you** give false information misrepresent facts or circumstances or knowingly fail to provide all relevant information to the **insurer**.

## 5. Premium Adjustment

- a. The **insured** shall keep detailed records to support the estimated **contract value** shown on the **schedule** and supplied to the **insurer** for the purposes of calculating the premium (either wholly or in part) under this policy. The **insurer** shall be allowed to inspect such records upon request.
- b. The **insured** shall within one month from the expiry of the **period of insurance** supply the **insurer** with such information they may require for the purpose of verifying the actual **contract value** and premium paid.

Upon receipt of such information the premium shall be recalculated by the **insurer**. Subject to any minimum premium applicable, as specified on the **schedule** being retained by the **insurer** the difference will be either be payable by the **insured** or refunded to the **insured** as the case may be.

- c. Any information provided to the **insurer** in accordance with this condition related to the final **contract value** shall include
  - i. the value of any **free issue materials** and equipment provided to the **contractor** for incorporation in the **contract works**
  - ii. professional fees incurred in the design and construction of the **contract**
  - iii. Value Added Tax which is not recoverable by the **insured**.

## 6. Taking Precautions

The **insured** shall take all reasonable precautions to safeguard the **insured property** against **damage**.

The **insured** shall maintain the **insured property** in an efficient condition and ensure that all Government and other regulations relating to the construction installation **testing commissioning** protection operation and use of all **insured property** are observed.

## 7. Series Loss

If the development or discovery of a defect in any part of the **contract works** indicates that a similar defect exists elsewhere in the **contract works** the **insured** shall immediately investigate and if necessary either rectify the defects at their own expense or alternatively bear the cost of all **damage** arising out of the defect.

## 8. Survey and Risk Improvement – Subjectivity Condition

It is a condition of this policy that

- a. the **insurer** has the right to carry out a survey at the **contract site** at a time mutually agreed in advance with the **insured**
- b. the **insured** complies with all survey risk requirements stipulated by and within the completion time scales specified by the **insurer**.

In the event that a risk requirement is not completed within the completion timescales specified the **insurer** reserves the right to:

- i. continue cover subject to the alteration of the terms and conditions of this policy or
- ii. suspend cover from the expiry of any time period specified for completion of the required survey risk improvements until such time as the risk requirement is completed.

If the terms or conditions of cover are amended by the **insurer** the **insured** will have fourteen (14) days to accept or reject the revised basis of cover.

If the **insured** elects to reject the revised basis of cover the **insured** will be entitled to a refund of premium provided that a claim has not been made during the current **period of insurance**.

If the **insurer** exercises the right to suspend cover the **insured** will be entitled to a refund of premium in respect of such period that the cover is suspended, provided that a claim has not been made during the current **period of insurance**.

All other terms and conditions of this policy shall apply to the extent that they are not in conflict with this condition.

## 9. Suspension of Cover

If work on the **contract site** stops for a period in excess of ninety (90) consecutive days the cover provided by the **insurer** for **damage to insured property** on the **contract site** shall be suspended at the end of the ninetieth day unless specifically agreed in writing by the **insurer**.

## 10. Cancellation

The **insurer** may cancel **your** policy if there are grounds to do so by sending **you** 14 days' notice in writing by recorded delivery to **your** last known address.

The **insurer** may cancel **your** policy if:

- a. they are made aware of changes in **your** circumstances which mean that it is not possible to continue to provide cover under this policy;
- b. **you** fail to meet one or more of the terms and conditions of **your** policy, and if the **insurer** agreed with **you** that it is possible for you to rectify such breach(es), where **you** have not fully complied within the time period specified to you in writing by **Home & Legacy** or **your insurance intermediary**;



# General Conditions

- c. any additional terms and conditions which the **insurer** sets out as a requirement for providing **your** insurance cover, by including an **endorsement** to **your** policy, where such additional terms and conditions have not been complied with; or where the **insurer** has given **you** time to comply with the terms and conditions, if they have not been complied with within the time period specified;
- d. if the **insurer** discovers that **you** misrepresented information or facts **you** gave to **your** insurance intermediary or to **Home & Legacy** for the purpose of providing the insurance cover under **your** policy, for example, if **you** gave information that **you** knew to be untrue; or incomplete and if the **insurer** had been made aware of such information it would have led to the **insurer** not entering into the insurance contract in the first place.

If the **insurer** cancels **your** policy **you** will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered unless you have made a claim or an **event** has occurred which could result in a claim, in which case the **insurer** will be entitled to retain the premium due for the **period of insurance**.

If the **insurer** exercise their right to cancel **your** policy, this will not prejudice your rights in respect of an insured **event** which occurred before the date of cancellation.

The **insurer** also reserves the right to terminate your policy in the event that there is a default in instalment payments due under any linked loan agreement by sending **you** 14 days' notice in writing to **your** last known address.

## 11. Financial Sanctions

The **insurer** will not provide any cover or be liable to make any payment or other benefit under your policy where doing so would breach any prohibition or restriction imposed bylaw or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** the **insurer** may cancel **your** policy immediately by giving **you** written notice at **your** last known address. If the **insurer** cancels **your** policy they will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

# Claims Conditions

## 1. Arbitration

If any difference arises as to the amount paid under this policy (liability being otherwise admitted) such difference shall 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 shall be a condition precedent to any right of action against the **insurer**.

## 2. Claims Procedures

In the event of any occurrence giving rise or likely to give rise to a claim under this policy the **insured** shall

- a. notify the **insurer** as soon as practicably possible by telephone and in writing
- b. preserve any damaged or defective parts of **insured property** for inspection by the representatives of the **insurer**
- c. in the case that **insured property** is lost stolen or damaged by malicious persons notify the Police as soon as reasonably possible and provide all assistance as the **insurer** may reasonably require
- d. carry out and permit any reasonable action to prevent further **damage** or costs
- e. in the case of any claim made on the **insured** by any third party forward every claim writ or other document immediately and unacknowledged to the **insurer**
- f. not pay or offer or agree to pay any money or make any admission of liability without the prior consent of the **insurer**
- g. furnish at their own expense all particulars and information that the **insurer** requests and
- h. allow the **insurer** in the name of and on behalf of the **insured** to take over and during such periods as they think proper to have absolute conduct and control of all negotiations and proceedings which may arise in respect of any claim and its settlement. **You** shall give the **insurer** all assistance as may reasonably be required.

## 3. Fraud or Wilful Act

If a claim is fraudulent in any respect or if fraudulent means are used by the **insured** or by anyone acting on their behalf to obtain any benefit under this policy or if any **damage** is caused by the wilful act or wilful neglect of the **insured** all benefit under this policy shall be forfeited.

# Claims Conditions

## 4. Housing Grants Construction and Regeneration Act 1996

In the event of a construction contract dispute being referred to an adjudication procedure that complies with the provisions of the Housing Grants Construction and Regeneration Act 1996 the following terms and conditions will apply

- a. If a dispute relates to **damage** which may be the subject of a claim under this policy
  - i. the **insured** shall immediately notify the **insurer** when in receipt of a notice of an intention by another party to refer the dispute to adjudication
  - ii. the **insured** shall provide prior notice to the **insurer** of any intention by them to refer any dispute to adjudication.
- b. The **insured** shall co-operate with the **insurer** in the conduct of the adjudication. Appointments made by the **insurer** shall be at the **insurers** expense.
- c. The **insured** shall not accept an award made by the adjudicator to the dispute as being final without the prior consent of the **insurer**.
- d. The **insurer** will compensate the **insured** against a partial or full award made by the adjudicator to the extent that this policy allows.
- e. Payment made by the **insurer** in respect of an award shall be made without prejudice to any rights of subrogation that the **insurer** may possess.
- f. The **insured** shall institute legal proceedings or arbitration in accordance with the terms of the original **contract** to challenge or reopen or stay the enforcement of such adjudicators decision if reasonably requested to do so by the **insurer**. The **insurer** will appoint the advisers they deem necessary to have appropriate conduct of the proceedings. Any measures taken shall be at the **insurers** expense.

All other terms and conditions of this policy apply to the extent that they are not in conflict with this clause.

## 5. Options for Claims Settlement

- a. The **insurer** may at its option repair reinstate or replace **damage** to **insured property** or make cash settlement.

If the **insured property** is to be reinstated or replaced by the **insurer** the **insured** shall at their own expense provide all plans documents books and information as may reasonably be required.

The **insurer** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner.

- b. The **insurer** will not be liable for the cost of any repairs undertaken without their written consent except in urgent cases where it has been necessary to put minor repairs in hand.

Provided that

- i. the requirements of **Claims Conditions 1 and 5** have been complied with and
  - ii. the repairs are carried out to the satisfaction of the **insurer**.
- c. Where **damage** is confined to a part of the **insured property** the **insurer** shall be liable for the value of that part plus the cost of any necessary removal and installation for which the **insured** is responsible.
  - d. The **insured** shall not be entitled to abandon any property to the **insurer** whether taken into the possession of the **insurer** or not.

#### **6. Other Insurances**

The **insurer** will not compensate the **insured** in respect of **damage** to **insured property** which would but for the existence of this policy be insured by any other policy except in respect of any excess beyond the amount payable under the other policy or which would have been payable under the other policy had this policy not been effected.

#### **7. Subrogation**

The **insured** shall at the request and expense of the **insurer** take or permit to be taken all necessary steps for enforcing rights against any other party in the name of the **insured** before or after any payment is made by the **insurer**.



## CONTACT

For further information about Home & Legacy Building Works please contact your insurance intermediary or call Home & Legacy on: 0344 893 8360.

Visit our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)



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