



HomeWorks

Home Insurance Policy



Contents

Page

Your Policy	2
How to notify a Claim	3
Definitions – Words with Special Meanings	4
General Conditions	6
General Exclusions	10
Section 1 – Property	12
Section 2 – Liability	21

HomeWorks

Home Insurance Policy



Your Policy

Your policy sets out clearly what is and what is not covered and to assist **you**, any words with special meanings have been defined and are in bold.

The **policy** sections are:

1. Property
2. Property Owners Liability

Your schedule details which sections are covered and which **underwriter** is providing the cover under each section.

It is essential that **you** read **your policy, your schedule**/statement of fact and any **endorsements** that may be applicable very carefully.

All these documents must be read together and any word or phrase which has been defined in this **policy** will have that meaning wherever it appears.

If **your policy, your schedule** and any **endorsements** are incorrect in any way, please tell **us** immediately so that **we** can make the necessary changes. This may affect your cover.

The information **you** have supplied to **us**, in addition to any supplementary questionnaires, forms the basis of this legal contract between **you** and **us**. **You** must therefore ensure that all the information given is accurate and that no material facts have been withheld.

You must tell us of any changes to material facts that will affect the assessment of the risk and the premium charged.

If **you** are unsure whether something constitutes a material fact, please disclose it to **us** immediately. Failing to do so may mean **we** will refuse **your** claims or may even invalidate **your** insurance.

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales. Unless **we** agree otherwise the language of this insurance contract and all communications relating to it will be in English.

If **you** find this insurance does not meet with **your** requirements, **you** are entitled to cancel this insurance by writing to **your broker** within 14 days of either the date **you** receive **your** insurance documentation or the start date of the **period of insurance**, whichever is the later.

The subscribing **underwriters** obligations under the contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **underwriters** are not responsible for the subscription of any co-subscribing **underwriter** who for any reason does not satisfy all or part of its obligations.

Your Policy

Customer Service

Plum Underwriting and **your broker** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim in the first instance please contact **your broker** shown on **your schedule**.

Customer Complaints Procedure

In the unlikely event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure in **your schedule**.

Compensation

All **Underwriters** providing cover under this **policy** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **underwriter** is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme: www.fscs.org.uk.

Authorisation

The **Underwriters** are regulated by the Financial Services authority ('the FSA') whose address is:

The Financial Services Authority, 25 The Colonnade, Canary Wharf, London E14 5HS

You can check these details on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

How to notify a Claim

To notify a possible claim, please refer to **your schedule** for claims contact details.

When notifying a claim, please provide **your** name, **policy** number, the name of **your broker** and full details of the loss or **damage**.

Please also refer to 'How we will settle claims' under the following sections:

Section 1 – Property – page 17

Section 2 – Liability – page 29

Definitions – Words with Special Meanings

The following definitions apply to all sections of this **policy**. Additional definitions are shown in the section to which they apply.

Business	Ownership of the risk address and completion of the works at the risk address during the period of insurance .
Broker or Insurance Intermediary	The person or persons who place this insurance on your behalf.
Contract	The agreement with the contractor for work to be carried out on behalf of the employer by way of construction, installation, extension, alteration, repair or maintenance.
Contractor(s)	Includes contractors and sub-contractors of each and every tier who carry out work at the risk address in connection with the business defined in the schedule .
Contract Works	The permanent and temporary works executed in performance of the contract and site materials for incorporation therein whilst at the risk address .
Damage	Accidental physical loss, physical damage or physical destruction.
Domestic Outbuildings and Garages	Free-standing permanent structures including: <ol style="list-style-type: none">1. Garages, stables, barns, studios, pool houses, and summer houses2. Garden sheds, greenhouses and other similar structures
Employer	Shall mean the owner of the property being worked upon at the risk address .
Endorsement(s)	A change in details or a variation in the terms, conditions and/or exclusions of this insurance as stated in the schedule .
Existing Structure	The existing land, permanent buildings, domestic outbuildings and garages at the risk address owned by the employer including: <ol style="list-style-type: none">1. Interior decorations, fixtures and fittings, fitted appliances, machinery, plant, lifts and climate control systems2. Swimming pools, ornamental fountains and ponds3. Hard tennis courts, terraces, patios, driveways, footpaths, walls, gates, fences and hedges4. Underground service pipes, cables, sewers, drains, fixed domestic fuel tanks, externally fixed radio and television aerials, satellite dishes, their fittings and masts, solar panels.
Limit of Indemnity	Shall mean the maximum amount stated in the schedule which we will be liable to pay as damages as a result of any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause.
Period of Insurance	The period for which this insurance is in force as shown in your schedule and any subsequent period for which we have accepted a premium.
Policy	This insurance document and your schedule including any endorsement(s) .

Definitions – Words with Special Meanings

Policy Excess	Shall mean the amount stated in the schedule in respect of the first part of each and every event of damage that you are required to retain as uninsured.
Property Insured	A term applied when referring to both the existing structure and contract works .
Risk Address	Shall mean the address as detailed in the schedule and shall include any special storage areas set up in connection with the works that are adjacent to the address shown in the schedule .
Schedule	That part of this insurance which shows current details of the insured , the risk address , the business , the period of insurance , the property insured , the covers in force, the limits of indemnity and any policy excess and endorsements which apply including your statement of fact.
Site	The actual place or places including the risk address up to which property and materials are to be delivered or where work is to be done or the location of the existing asset in performance of The Project together with so much of the area surrounding the said place or places as shall be used.
Standard Construction	Shall mean constructed of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete (but excluding anything roofed in whole or in part with thatch or similar highly combustible material).
Sum Insured	The amounts shown against each section, limit and/or item in your schedule (or any other sum insured as may hereafter be agreed in writing by us).
Territorial Limits	Anywhere within United Kingdom, Republic of Ireland, Continental Europe and Mediterranean Islands.
Transit	Transit between locations within the territorial limits undertaken in connection with the contract works .
We/us/our/underwriter(s)	Underwriters as named in your schedule under a scheme managed by Plum Underwriting Limited.
Works	Construction activities undertaken as described in the schedule .
You/your/policyholder	The person(s) named in the schedule as the policyholder.

General Conditions

1. Acts of Parliament

All Acts of Parliament referred to in this insurance are understood to include reference to equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

2. Assignment

You cannot transfer **your** interest in this **policy** to anyone else without **our** prior written agreement.

3. Cancellation

We may cancel this insurance or any part of it by giving 14 days notice by recorded delivery letter to the correspondence address shown in the **schedule**. **You** will be entitled to a pro-rata refund of premium but not if **you** have made a claim during the current **period of insurance**.

You may cancel this insurance by giving written notice to **your broker or insurance intermediary** shown in **your schedule**. **You** may be entitled to a pro-rata refund of premium but not if **you** have made a claim during the current **period of insurance**.

4. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of any third party which exists or which is available apart from the Act.

5. Data Protection Act

Any information **you** have provided will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance, claim handling and fraud prevention which may necessitate providing such information to other parties. **You** may have the right of access to (and correction of) the information **we** hold. Should **you** wish to have such access, please write to:

The Compliance Officer, Plum Underwriting Limited, 145 Leadenhall Street, London EC3V 4QT

6. Discharge of liabilities

We may, at **our** discretion, in respect of any claim covered by this **policy**, pay to **you** the **sum insured** or **limit of indemnity** applicable (or the balance of this amount not yet paid to **you**), or any lesser amount for which the claim can be settled. On payment of this sum, **we** will be under no further liability other than for costs and expenses incurred prior to the date of this payment for which **we** are responsible.

7. Disputes

Where **we** have accepted a claim but there is a disagreement over the amount to be paid, the dispute will be referred to a single arbitrator appointed by the president of the law society of England and Wales. The decision of the arbitrator will be final and binding.

General Conditions

8. Heat application condition

The following condition applies whenever there is application of heat involving a naked flame, an open heat source, operations producing sparks or a hot air stripper at the **risk address**.

- a) All combustible material must be removed a safe distance from the area the work is being carried out. A safe distance must be at least fifteen metres when welding or cutting is taking place.

Where such clearance is impracticable combustible material must be covered by non-combustible blankets or screens. Combustible parts of the **risk address** must be protected in the same way.

- b) At least one water (within a capacity of more than 8.2 litres) dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating of a type suitable for the combustible material and the **risk address** will be kept immediately adjacent to the area of work in full working order and available for immediate use.
- c) Equipment must be lit for as short a time as possible before use and extinguished immediately after use.
- d) Equipment which is lit or switched on must not be left unattended.
- e) On every occasion **you** and/or the **contractor(s)** work with heat, half an hour after **you** finish, a thorough examination for any sign of combustion must be made, in and around the work area.

9. Asphalt, bitumen and tar heaters Clause

- a) All heating of asphalt, bitumen, tar or pitch must be carried out in a suitable vessel, in the open and at ground level, using bottled gas.
- b) The vessel is attended at all times whilst the source of heat is lit and whilst in use.
- c) A suitably sized spill tray is in use which can hold the entire contents of the vessel.

10. Interpretation

For the purposes of this **policy**, proposal shall mean any completed or partially completed form or questionnaire and declaration and any information in connection with this insurance supplied by **you** or on behalf of **you**. This **policy** and the **schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any section of this **policy** or of the **schedule** shall bear such specific meaning wherever it may appear.

11. Joint insureds

The most **we** will pay is the relevant **sum insured** or **limit of indemnity**. If there is more than one of **you**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay if there were only one of **you**.

Each of **you** must at all times preserve and enforce the various contractual agreements entered into by **you** and **your** contractual remedies in the event of loss or **damage**.

General Conditions

13. Non-disclosure, misrepresentation, fraudulent claims or statements

If any claim or statement made by **you** or anyone acting on **your** behalf is in any way fraudulent or deliberately falsely overstated, or if **you** have not told **us** about or have misrepresented any facts or circumstances which might affect **our** decision to provide insurance or the terms of that insurance, this insurance is void and **we** will not pay **your** claim. If there are joint insured's this clause shall not affect an insured that has not in any way been fraudulent, made an overstatement or failed to tell **us** about material facts unless that insured knew, or ought to have known, that another insured had done so.

14. Non-invalidation

This insurance shall not be invalidated by any act or omission or by an alteration whereby the risk of **damage** is increased unknown to or beyond the control of the insured as **employer** provided that the insured as **employer** immediately they become aware thereof shall give notice to **us** and pay an additional premium if required.

15. Notifying us of a change

You must notify **us** as soon as is reasonably possible of any change in the information given to **us**, or any alteration of facts or circumstances, which may affect this insurance. This includes the **contract works** not starting as planned or completing earlier than planned. If **you** do not do so, **you** may invalidate **your** insurance or cover may not operate fully.

We reserve the right to alter the terms, conditions and exclusions; to charge an additional premium or to cancel this **policy** should **we** become aware of any change which might affect this insurance.

16. Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium.

17. Survey

We reserve the right to survey the **property insured** during the **period of insurance**. If **we** do wish to survey **we** will contact **you** to arrange a mutually convenient date and time.

18. Your duty of care

You must take all reasonable steps to

- a. ensure the safety of the **property insured**
- b. prevent accidents and comply with all statutory obligations and to maintain the **works**, machinery, plant and buildings in good condition and repair
- c. select a suitable **contractor(s)**
- d. remedy any defect or danger as soon as it is discovered and take any necessary precautions
- e. to prevent any circumstances arising or cease any activity which may give rise to a claim under the **policy**

If **you** do not, **we** will not be liable to pay any related claim.

General Conditions

19. Your duty when you have a claim

In the event of a claim or possible claim under this insurance **you** must:

- a) notify **us** as soon as reasonably possible giving full details of what has happened.
- b) provide **us** with written details of what has happened within 30 (thirty) days and provide information **we** may reasonably require.
- c) immediately forward to **us**, if a claim for liability is made against **you**, any letter claim, writ, summons or other legal document you receive.
- d) inform the police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- e) not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties this insurance may become invalid.

If **you**, or anyone acting on **your** behalf makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

20. How we deal with your claim

We may take responsibility for conducting, defending or settling any claim in **your** name and take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

We will not pay any claim if any loss, **damage** or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

General Exclusions - Applicable to the whole of this Insurance

The following exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

What is not covered:

1. Any loss or **damage** that is not directly associated with the incident that caused **you** to claim unless expressly stated in this **policy**.
2. Loss or **damage** occurring before cover starts or arising from an event that occurs before cover starts.
3. Loss or **damage** caused by deliberate acts by **you** or any of **your** employees or staff.
4. Loss or **damage**, liability or expense directly or indirectly caused by or contributed to by or arising from
 - a) Radioactive Contamination and Nuclear Assemblies
 - i Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - b) Biological and Chemical Contamination
Biological or chemical contamination due to or arising from:
 - i terrorism; and/or
 - ii steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.
5. Any loss, **damage**, expense, or legal liability directly or indirectly caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
6. Loss or destruction of or **damage** to any property, or any loss or expenses resulting or arising from, or any legal liability directly or indirectly caused by or contributed to by or arising from;
 - a) computer viruses, erasure or corruption of electronic data;
 - b) the failure of any equipment to correctly recognise the date or change of date.

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.
7. Loss or **damage** or liability directly or indirectly occasioned by, happening through or resulting from any acts of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or **damage** to property by or under the order of any government or public or local authority.
8. Loss or **damage** or liability caused by deception other than by any person using deception to gain entry to **your** home.
9. Loss or **damage** or liability caused by loss of profit, business interruption or any economic loss of any kind.
10. Loss or **damage** that but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
11. Loss, **damage** or liability caused by or resulting from **property insured** being confiscated, taken, damaged or destroyed by or under the order of any government or public or local authority.

General Exclusions - Applicable to the whole of this Insurance

12. **Damage** cost or expense of whatsoever nature directly or indirectly arising from biological or chemical contamination and caused by 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 exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof by 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 exclusion also excludes **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 **damage** cost or expense is not covered by this insurance the burden of proving the contrary will be **yours**.

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

Section 1 – Property

How we will settle claims

If the **property insured**, sustains insured **damage we** will either pay **you** the value of the **property insured** at the time of **damage** or, at **our** option, pay **you** the cost of reinstating or replacing such property. **We** may require **you** to carry out reinstatement or replacement and pay when that takes place. **Our** liability is subject to all the terms of this **policy**.

We will also pay for the reasonable and necessary costs incurred as a direct result of the insured **damage** for

1. Up to 15% of the total **sum insured** in respect of architects, surveyors, consulting engineers, legal and other fees to reinstate or replace the **property insured**, provided that **we** have approved the appointment of such persons
2. Up to 15% of the total **sum insured** in respect of clearing debris from the **site** and making the **site** and **property insured** safe (to the extent it was made unsafe by the insured **damage**)
3. Up to 15% of the total **sum insured** in respect of complying with government or local authority requirements when repairing or reinstating insured **damage** (to the extent the **property insured** was made to not comply by the insured **damage** and provided the **property insured** was originally built with any government and local authority regulations in force at the time).

But **we** will not pay

1. Fees and costs that are not the direct consequence of the insured **damage**
2. Fees and costs relating to undamaged parts of the **property insured**
3. Fees and costs incurred in preparing **your** claim
4. Costs for any requirements notified to **you** before the **damage** occurred

We will pay up to 110% of the **sum insured** for the **existing structure** if, in the event of a loss, the rebuilding value exceeds the **sum insured** and it can be proven that the **sum insured** was correct at inception of the **policy** provided that **you** pay an additional premium for that extension at that time.

After arriving at a claims settlement, **we** will deduct the applicable **policy excess** before paying the claim.

The Exclusions listed below apply throughout the **policy**, to the basic cover and to each of the extensions.

Section 1 - Property - Standard Cover

The cover

1. We will insure **you** for **damage** to **property insured** during the **period of insurance**

The exclusions

but **we** will not pay for

1. **Damage** to the **property insured** at the **risk address** (or any part thereof)
 - a. in respect of which a Certificate of Completion has been issued
 - b. which has been completed and handed over to the **employer**

However where completed aspects are handed over to the **employer** during the **period of insurance** this exclusion shall not apply if the **existing structure** is insured under this insurance and where other phases of the **works** remain incomplete.

In that event:

The **contract works sum insured** shall automatically be diminished.

The **existing structure sum insured** shall automatically be increased by the value of the aspect(s) handed over. This process will continue until all of the **works** are completed and the **existing structure** is fully restored to the control of the **employer** or where alternative insurance has been arranged, whichever occurs first. **We** will only insure **you** up to the aggregate of the **existing structure sum insured** and the **contract works sum insured** as stated in the **schedule** and subject otherwise to the terms of this insurance.

In no event will cover continue beyond expiry of the **period of insurance**.

2. **Damage** occurring beyond 30 days after the **contractor** has substantially ceased the **works** at the **risk address** (other than for normal stoppages at the end of the day at weekends or holidays) unless **you** have given **us** prior notice in writing with the details of **works** completed and outstanding, **you** have received **our** agreement to continue this insurance and **you** have agreed to accept any terms imposed by **us**.
3. Loose materials on **site** beyond a value of £5,000 unless they are contained within a secure building of **standard construction**.
4. **Damage** caused by storm or flood unless the person(s) responsible for securing the **site** have taken reasonable steps to make the **property insured** weatherproof.
5. **Damage** caused by subsidence, landslip or heave of the land on which the **property insured** stands unless caused directly by the carrying out of the **works**.
6. Any lost opportunity or loss of profit, income or goodwill of any kind or description not specifically insured.

Section 1 - Property - Standard Cover

7. **Damage** to and the cost necessary to replace, repair or rectify **property insured** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship or **damage** caused in rectifying such property.

This does not exclude **damage** to **property insured** that is not defective caused as a consequence of the defective property.

8. **Damage** to property forming or which has formed part of any structure prior to the commencement of the **works** unless specifically insured under this **policy**.
9. Loss of property either by disappearance or by shortage if the loss is only revealed when an inventory is made or is not traceable to an identifiable event.
10. **Damage** consisting of mechanical or electrical breakdown or derangement unless as a result of insured **damage** or resultant insured **damage**.
11. **Damage** in respect of
1. money which term shall mean coin bank and currency notes, cheques, travellers cheques, national giro payment orders, postal and money orders, current unused postage stamps, national savings stamps and certificates, premium bonds, luncheon vouchers, credit card and debit card vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday with pay stamps, bankers drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants, V.A.T. purchase invoices or other negotiable instruments
 2. any private car, van, lorry or other vehicle
 3. any airborne or waterborne craft or vessel.
12. Penalties or fines for delay, lack of performance, non-completion or non-compliance with the conditions of any contract or reimbursement of any financial agreements.
13. **Damage** arising outside the **territorial limits**.
14. **Damage** caused by or consisting of
1. Wear and tear, corrosion, oxidation, gradual deterioration, wet or dry rot, shrinkage, dampness, frost, marring or scratching
 2. Normal upkeep or normal making good.

Section 1 - Property - Additional Cover

The cover

We will also pay

1. Alternative Accommodation and Loss of Rent

In the event of **damage** to the **property insured** rendering the **existing structure** uninhabitable **we** will pay the following, to the extent that they are a direct consequence of that **damage**.

Additional costs incurred by the **employer** for alternative accommodation substantially the same as the insured accommodation.

Loss of rent due to the **employer** under a rental or lease agreement which the **employer** is unable to recover.

The maximum amount that **we** will pay under this extension is £100,000, or 20% of the **sum insured** for the **existing structure**, whichever is less.

Amounts paid under this extension are additional to the **sum insured** for the **existing structure**.

2. Automatic Increase

If during the **period of insurance** the contract price is increased above the **sum insured** for **contract works** then such **sum insured** will be automatically increased to the required limit provided that the increase is not more than 25% of the **sum insured** and subject to **you** paying such additional premium as **we** advise at the time.

3. Automatic Reinstatement following a Claim

In return for an additional premium, to be calculated at a rate to be determined at **our** discretion, the **limit of indemnity** for **property insured** will not be reduced by the amount of any claim.

The exclusions

1. But **we** will not pay any costs
 - a. Recoverable elsewhere
 - b. Incurred before **you** obtained **our** consent unless immediate action was required for safety reasons

Section 1 - Property - Additional Cover

The cover

4. Contract Period Extension

In the event that the **works** are not completed by the last day of the **period of insurance** cover will automatically be extended to the revised completion date provided that written notification is received by **us** as soon as reasonably practical but within 30 days after the expiry of the **period of insurance** and **you** agree to pay any additional premium **we** charge.

5. Expediting Expenses

We will pay the cost of expenses reasonably incurred by **you** with **our** consent for overtime rates of wages and the cost of special delivery to avoid delay in completion of the **works** caused as a direct consequence of insured **damage**. The maximum **we** will pay under this extension is 25% of the final agreed claim before the deduction of the **policy excess**.

6. Free Issue Materials

We will include **damage** to free issue materials as long as their value has been included within the **sum insured** for **contract works**.

7. Joint Insured's

If this **policy** has been issued in the joint names of the **employer** and the **contractor** and sub-contractors, it protects the separate interests of each party only to the extent required by the **contract** terms and conditions. The **contractor** and each sub-contractor is then separately but similarly bound by the terms, exclusions and conditions of this **policy** in the same way as the **employer**.

8. Other Interests

We will note the interest of any financial institution or other party with respect to this section of the **policy** as requested by the **employer** or the **contractor** as soon as a request has been received. Confirmation of receipt of such a notice is not necessary.

Section 1 - Property - Additional Cover

The cover

9. Plans and Specifications

Damage to plans or specifications of the **works** owned solely by **you** or for which **you** are legally responsible

Provided that

1. The cost of rewriting or redrawing plans or specifications is needed in order to complete the **works**
2. **Our** liability for this extension does not exceed 1% of the limit of liability for the permanent and temporary **works** or £50,000 whichever is the less.

10. Pollution Clean-up Costs

We will pay the clean-up costs of the **employer's** land or property damaged by any kind of pollution or contamination occurring at the **risk address** provided that the pollution is a sudden identified unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** and a properly authorised body deems it necessary for clean-up action to be taken and paid for by the **employer**.

The maximum amount payable by **us** under this extension is £100,000

The exclusions

2. **Damage** costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination direct or indirect, arising from any cause whatsoever other than as specifically described.
3. Pollution or contamination discovered 6 months after the expiry of the **period of insurance**.

Section 1 - Property - Additional Cover

The cover

11. Storage

The definition of permanent and temporary **works** includes materials not otherwise insured whilst contained within the **contractor's** main or permanent storage or workshop areas or at the premises of the suppliers or manufacturers but only within the **territorial limits** and only in respect of materials purchased or manufactured for the **works** whilst being temporarily stored pending and during transfer to the **risk address**.

Our liability shall not exceed 15% of the **sum insured** for permanent and temporary **works** or £25,000 whichever is the lesser.

The exclusions

4. **Damage** to property in transit

1. By sea other than recognized "roll-on roll-off" vehicle ferries provided no unloading or reloading of the vehicle is involved.
2. Which at the time of the happening of **damage** is insured by or would but for the existence of this **policy** be insured by any marine **policy** or policies.
3. Caused by theft or attempted theft arising from a vehicle owned by **you** or under **your** control if it is left unattended unless
 - a) All doors and windows and other openings were adequately fastened and any immobiliser and any alarm were correctly set and the keys were removed
 - b) After the last business transit of the day until collected by the driver for the next business transit the vehicle is housed in a securely locked building of substantial construction or a compound which has secure walls and/or fences and securely locked gates.

Section 1 – Property

PROPERTY CONDITIONS

1. Average

Cover in respect of the **existing structure** is subject to the application of average:

If the cost to replace or reinstate is, at the time of any loss, greater than 110% of the declared **sum insured**, **you** will only be entitled to recover the same proportion of the loss as the **sum insured** bears to the total cost of replacement or reinstatement.

2. Company Access

You will give **us** access to the **property insured** at all reasonable times.

3. Company Possession

We will be entitled, without incurring any liability under the **policy** to

- a) enter any building or premises where **damage** has happened and take and keep possession of the damaged property
- b) Deal with salvage in any reasonable way

But no property can be abandoned to **us**.

If **we** elect to reinstate or replace any property **you** must, at **your** own expense produce any plans, documents or information as **we** may reasonably require. **We** are not bound to reinstate exactly or completely but as well as circumstances permit and in a reasonable sufficient manner.

4. Company Rights

You must at **our** request take and permit to be taken all reasonable steps for enforcing rights against any other party before or after **we** have settled **your** claim.

We will not pursue rights against any **contractor** or subcontractor to the extent that a waiver of subrogation is required by the **contract**.

5. Marine/Non-Marine Loss Sharing

All goods must be inspected by **you** on arrival at the site for evidence of **damage**. If the goods are found to be **damaged**, this should be reported to the transit insurers.

If goods are left packed and **damage** is not discovered until they are unpacked it will be assumed that **damage** happened during transit unless there is clear evidence that the **damage** could only have happened after expiry of the transit insurance.

If however no clear evidence can be deducted as to when the **damage** was caused the settlement of the loss will be shared equally between the marine insurance and this **policy**.

6. Munitions of War

It is noted that **General Exclusion – War** will not apply to **damage** to the **property insured** from or occasioned by the detonation of munitions of war in or about the **risk address**, providing that the presence of the munitions is not the result of a state of war at the time of the **damage**.

Section 1 – Property

7. Premium Adjustment

If the premium under this **policy** has been calculated (wholly or partly) on estimates furnished by **you**, **you** must keep proper records containing all relevant information and **we** must be allowed to inspect them at all reasonable times.

When the **contract** completes **you** must provide us with the final **contract** value, which **we** will use to calculate any premium adjustment due to **us**. **You** will then pay any additional premium (or **we** will refund premium as the case may be) within 14 days of **our** submitting **our** calculation thereof.

In providing the final **contract** value to **us** **you** must include

- a. The value of any materials and equipment used in the **contract**
- b. Professional fees incurred in the design and construction of the **contract**
- c. Irrecoverable VAT
- d. Free issue materials and direct purchases.

8. Security

We may refuse to pay a claim should **you** not ensure that the security protections declared to **us** are in full and effective operation whenever the **property insured** is left unattended.

Section 2 – Liability

DEFINITIONS

Definitions are listed below for words and phrases that have special meanings and are either additional to or vary the definitions found in Section One - Property

The Exclusions listed below apply throughout the **policy**, to the basic cover and to each of the extensions.

Bodily Injury

Shall mean bodily injury to any person and shall include

1. Death illness and disease
2. Mental injury anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury death illness or disease.

Costs and Expenses

Shall mean

1. Costs and expenses recoverable by any claimant from the **employer**
2. Costs and expenses incurred by the **employer** with **our** written consent
3. The solicitors fees of the **employer** for the representation at any coroners inquest or fatal accident inquiry or in any court of summary jurisdiction.

Insured

Shall mean the party or parties described as such in the **schedule** as **employer** only (not the **contractor**).

Trespass or nuisance

Shall mean trespass nuisance or obstruction or interference with any easement right of air, light, water or way.

Section 2 – Liability – Standard Cover

How we will settle claims

We will indemnify the **employer** for liability as set out below incurred by the **employer** as a direct result of any accident arising out of one sudden and unforeseen event plus **costs and expenses** as set out below but **we** will not pay for

1. Fines, penalties or for damages intended only to punish or make an example of the **employer**
2. The cost of putting right any defect or alleged defect.

Our liability is subject to all of the exclusions and conditions of the **policy**.

All claims caused directly or indirectly by one accident will be treated as one claim. All pollution or contamination arising out of one accident will be treated as having happened at the time the accident took place.

After arriving at a claims settlement **we** will deduct the applicable **policy excess** before paying the claim.

The cover

1. In the event of accidental **bodily injury** or **damage** to material property, trespass, nuisance or obstruction during the **period of insurance** within the **territorial limits** and arising in connection with the **business we** will indemnify the **employer** against all sums which the **employer** shall become legally liable to pay as damages in respect of such occurrences.

We will in addition pay **costs and expenses** incurred by the **employer** in respect of any such occurrence.

The exclusions

But **we** will not pay for **your** liability arising

1. From the ownership, possession control or use of mechanically or electrically propelled aircraft or watercraft, or to road vehicles or attached trailers where Road Traffic Act legislation applies, or on any public road outside Great Britain.
2. In respect of any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.
3. In respect of **damage** to property
 - a) belonging to the **employer**
 - b) in the custody or control of the **employer** or his agent
 - c) that comprises the **property insured**.

Section 2 – Liability – Standard Cover

The cover

The exclusions

4. Liability assumed under any contract or agreement unless **you** would have been liable had the contract not existed.
5. The amount stated in the **schedule** in respect of the **policy excess** under the public liability section provided that:
 - a) This clause does not apply to liability in respect of **bodily injury**
 - b) If any payment made by **us** includes an amount for which **you** are responsible in this respect this amount must be repaid to **us** immediately.
6. In respect of any **costs or expenses** claimed or incurred for replacing or making good faulty defective or incorrect
 - a) Workmanship
 - b) Design or specification
 - c) Materials goods or other property.
7. In respect of **bodily injury** to anyone employed by **you** arising out of and in the course of employment by **you** in the **business**.
8. For fines, liquidated damages or under any penalty clause or under any collateral warranty or the like.
9. For pollution or contamination of air, water or soil which **you** cannot prove was caused by a sudden identifiable, unintended and unexpected accident that took place in its entirety at a specific time and place.
10. For any goods or products sold, supplied, repaired, renovated, restored, tested or serviced by **you**.
11. arising out of any instruction, advice, information or professional service rendered for a fee.

Section 2 – Liability – Additional Cover

We will also pay

1. Cross Liabilities Clause

Where more than one party comprises the insured (as **employer** only), any claim by one of **you** against any other insured party will be treated as though the party claiming is not an insured party provided that this is not deemed to increase the **limit of indemnity**.

Section 2 – Liability

LIABILITY CONDITIONS

USA/Canada

With regard to this section it is hereby agreed that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any other territory within the jurisdiction of either such country.

1. **our** liability in respect of all damages payable together with all **costs and expenses** shall not exceed the **limit of indemnity** stated in the **schedule**.
2. regardless of any of the other provisions of this **policy** this insurance does not apply to punitive or exemplary damages.
3. regardless of any cover for pollution elsewhere in the **policy** there is no cover for
 - a) liability arising out of the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land the atmosphere or any water course or body of water
 - b) any **cost or expense** arising out of any governmental demand or request that an insured test for assess, monitor, clean-up, remove, contain, treat, detoxify or neutralise any irritants, contaminants or pollutants.

and **we** shall not have the duty to defend any claims or suits seeking to impose any such liability cost or expense or any other relief.

The premium has been calculated accordingly.



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