

Obligations of your Contractor

It is a condition of **your** HomeWorks **policy** that **you** keep your **contractor(s)** informed of their obligations under this insurance.

This document is designed to help **you** tick box those obligations having discussed the main requirements and conditions of **your policy** with **your contractor(s)**. If **you** have any queries please contact **your broker or insurance intermediary** who arranged this insurance.

You must ensure that **you** and **your contractor(s)**, discuss, understand and agree the terms and conditions of **your policy** that **you** and **your contractor(s)** are obligated to comply with.

Failure to comply with policy conditions may mean **we** will not pay a claim under this insurance.

This document does not contain the full terms and conditions of the contract. Please refer to the HomeWorks insurance **policy** wording for full terms and conditions.

Structural Work

It is a condition of this insurance that all structural work undertaken under the **contract works** must be designed by a structural engineer and overseen by building control.

Contractors Insurance

It is a condition of this insurance that it is **your** responsibility to ensure that all **contractor(s)** working at the risk address have the following insurance policies in place before the start date of this **policy**:

Public Liability with a sum insured no less than £1,000,000

Employers Liability with a sum insured no less than £5,000,000

Works below 5 Metres (16' 4.85")

We will not pay for loss or damage resulting from any **contract works** being undertaken at a depth below 5 metres (16 feet 4.85 inches) unless **we** have agreed and accepted such **contract works** before such **contract works** commence and **your schedule** specifically states that this exclusion no longer applies.

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**.

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.

At least one water (with 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 or 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.



Equipment must be lit for as short a time as possible before use and extinguished immediately after use.

Equipment which is lit or switched on must not be left unattended.

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.

Asphalt Bitumen & Tar Heaters

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.

The vessel must be attended at all times whilst the source of heat is lit and whilst in use.

A suitably sized spill tray is in use which can hold the entire contents of the vessel.

Security

You and your contractor(s) must ensure that the security protections declared to **us** are in full and effective operation whenever the **risk address** is left unattended.

When the Property is unoccupied

All gas, water and electricity mains suppliers are disconnected if the **risk address** is not being worked on for periods in excess of 7 days other than those required to operate any sprinkler system, fire alarm system or intruder alarm system.

The **risk address** must be inspected thoroughly internally and externally at least once every 7 days by either **you** or **your** representative to actually check the premises and to carry out any work necessary to maintain the security arrangements.

A record of all inspections must be kept and made available to **us** on request

Example Inspection Report

Name	Date	Time	Observations/Actions
John Smith	17/12/2009	14:20	All rooms checked and found in good condition, left fully locked with alarm activated.

All outside doors are kept securely locked to prevent unauthorised entry

All windows firmly secured at all times

Any alarm system is put into operation

Any accumulations of combustible materials be removed during inspections.



Any accumulations of waste from any renovation work to be kept outside in skips and such skips to be removed at least weekly from the site.

Joint Code of Practice

This condition applies where the original contract price exceeds £3,000,000.

You undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Seventh Edition dated May 2009 or any subsequent amendment thereto or revised edition thereof current at the commencement of the Contract (as specified in the policy) or subsequent extension in the **period of insurance** hereinafter referred to as the Joint Code

Our appointed representative shall have the right at all reasonable times to enter and inspect the risk address for the purpose of checking whether the conditions thereon in all respects comply with the Joint Code

In the event of **our** becoming aware of a breach of the Joint Code **we** may inform the construction site management of the nature of the breach specifying the remedial measures we require and the period within which these must be completed

Where **we** consider such a breach is of sufficient importance **we** may confirm the same by notice in writing to **you**

Under the terms of this or any subsequent notice **we** may suspend or cancel all cover under this policy from the date named in the notice not being a date earlier than the date named for completion of remedial measures it being understood that upon suspension such cover will be reinstated when we are satisfied that the remedial measures have been completed such notice shall be given by registered post, recorded delivery, facsimile transmission or by hand

This endorsement shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice waive or remove **our** rights under the terms of other **policy** exclusions and conditions

This condition does not apply to any public liability insurance provided by the **policy**.

Other Duties

It is **you** and **your contractors'** duty to prevent accidents and comply with all statutory obligations and to maintain the **contract works**, machinery, plant and buildings in good condition and repair

Claim 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.

Telephone **01633 410 950**

Email aspenconstructionclaim@garwyn.com

Address Garwyn Ltd, Polo House, Langstone Business Park, Newport, Wales, NP18 2LX

Extensions of Cover

You must notify **your broker** or **insurance intermediary** in writing BEFORE the expiry of the **period of insurance** if **you** require the **period of insurance** extending.

Cover has only been extended when **you** receive written confirmation from **us**.

