



Contractors all risks section – single contract

Contents of this section

Meanings of defined terms	1
What is covered	4
What is not covered	14
Section conditions	18

Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Contractors all risks section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in the **General introduction section of your policy**.

Commissioning

The operational testing commencing either with the introduction into the **permanent or temporary works** of feedstock or other materials for processing or handling or when supply to a system commences.

Commissioning does not include any processes involving chemical action or reaction unless **our** prior written agreement has been issued.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where

- 1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2 the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

- 3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Computer systems

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

Contract price

The actual contract price of any works for the **contract** or actual cost to **you** of a speculative development prior to the start of the **permanent or temporary works**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer systems**.

Cyber incident

- 1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer systems**
- 2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer systems**.

Damage

Physical loss or destruction or damage.

Data

Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Defined peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, 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.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

Employees

Any person under a contract of service or apprenticeship with **you**.

Employees' tools

Employees' tools and other personal effects for use in connection with the **contract** whilst on or adjacent to the **contract site**.

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam
- 2 inundation from the sea
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building

whether resulting from storm or not.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Hired in plant

Constructional plant, tools, scaffolding and equipment hired by **you** for use in connection with the **contract** and situated within the **policy territories**.

Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

Other items

The items shown under the heading of Other items in **your** schedule belonging to **you** for use in connection with the **contract** and situated within the **policy territories**.

Own constructional plant and equipment

Constructional plant, tools, scaffolding and equipment belonging to **you** or hired to **you** under a hire purchase or lease agreement or on free loan for which **you** are responsible, used in connection with the **contract** and situated within the **policy territories**.

Permanent or temporary works

The permanent or temporary works carried out in performance of the **contract** described in **your** schedule which does not exceed the **contract price**, undertaken by **you** or on **your** behalf including unfixed materials whilst on or adjacent to the **contract site** shown in **your** schedule.

Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

Storm

Storm excluding damage by **flood**.

Substantial completion

The date of completion of the **permanent or temporary works**, apart from the prospective purchasers, prospective occupiers or tenants choice of decoration and/or final fitments.

Temporary buildings

Site huts, temporary buildings and office furniture, fixtures and fittings in or on them, belonging to **you** for use in connection with the **contract** and situated within the **policy territories**.

Terrorism

For England, Scotland and Wales: 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 His Majesty's Government in the United Kingdom or any other government de jure or de facto.

For Northern Ireland: An act including but not limited to the use of force or violence and or 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 put the public or any section of the public in fear.

For the Channel Islands and the Isle of Man and any territory outside the **policy territories**: An act of any person(s) 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 any government de jure or de facto.

Testing

The application of power or driving force to an item of machinery prior to the introduction of feedstock or raw materials or the application of a load.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes, but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

✓ What is covered

We will cover **you** for **damage** occurring during the **period of insurance** to any of the items described in **your** schedule. **We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

- 1 For **permanent or temporary works, we** will pay up to the sum insured shown in **your** schedule plus any additional amounts that are provided in the covers below.
- 2 For **own constructional plant and equipment**,
 - a in cases where **damage** has occurred to **own constructional plant and equipment** which is less than 2 years

old from the date of the original manufacture date

- i where the **damage** can be economically repaired **we** will pay expenses necessarily incurred to restore the damaged machine to the operating condition substantially the same as but not better or more extensive than its condition when new.

We will also pay dismantling and re-erection charges incurred for the purpose of effecting the repairs as well as ordinary freight charges and any customs duties and dues.

If the repairs are carried out at a workshop owned by **you** then **we** will pay the cost of materials and wages incurred for the purpose of the repairs plus an additional 10% for overhead charges.

The value of any salvaged material will be deducted from the amount **we** will pay.

- ii where a total loss has occurred or where the repair option is uneconomic with due regard to the value of the item then **we** will pay the value of new replacement property having the nearest higher performance or capacity to the **own constructional plant and equipment** damaged less salvage.

- b in all other cases where **damage** has occurred

- i where **damage** to an insured item can be repaired then **we** will pay expenses necessarily incurred to restore the damaged machine to the operating condition in which it was before the occurrence of the **damage**.

If the value of one item or a part of it is increased by the repair then **our** liability will be reduced by the amount of such increase.

We will also pay dismantling and re-erection charges incurred for the

purpose of effecting the repairs as well as ordinary freight charges and any customs duties and dues.

If the repairs are carried out at a workshop owned by **you** then **we** will pay the cost of materials and wages incurred for the purpose of the repairs plus an additional 10% for overhead charges.

The value of any salvaged material will be deducted from the amount **we** will pay.

- ii where a total loss has occurred or where the repair option is uneconomic with due regard to the value of the item then **we** will pay the actual value of the property immediately before the occurrence of the loss less salvage.

We will pay no more than the sum insured shown in **your** schedule plus any additional amounts provided in the covers below.

- 3 For **temporary buildings**, **we** will pay up to the value of the item at the time of the **damage** with an adjustment for wear and tear, but no more than the sum insured shown in **your** schedule
- 4 For **hired in plant**, **we** will pay up to the sum insured shown in **your** schedule for any one item but only for **your** liability under any hire conditions
- 5 For **employees' tools**, **we** will pay up to the sum insured shown in **your** schedule but no more than the limit shown in **your** schedule for any one **employee**
- 6 For **other items**, **we** will pay up to the value of the items at the time of the **damage** with an adjustment for wear and tear, but no more than the sum insured shown in **your** schedule.

The most **we** will pay for any one claim is the sum insured shown in **your** schedule plus any additional amounts provided in the covers below.

Additional costs of construction cover

We will cover **you** in the event of delay to the completion of the **contract** following **damage** to the **permanent or temporary works** that is

the subject of a claim covered by this section, for the additional cost of construction of the unbuilt or yet to be started **permanent or temporary works** that **you** incur compared to the cost that **you** would have incurred had **damage** not taken place.

Provided that

- 1 the additional cost relates solely to the effect of inflation on the cost of materials, usage of plant and labour
- 2 **we** will not cover
 - a any costs and expenses which would have been incurred irrespective of whether the loss, destruction or damage had occurred
 - b any costs and expenses caused by or arising from actions taken solely to speed up the completion of the **contract** or any part of it at an earlier date than would have been attained had the loss, destruction or damage not occurred
 - c any costs and expenses caused by or arising from alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies
 - d any costs and expenses caused by or arising from the non-availability of funds
 - e any costs and expenses in respect of
 - i additional insurance premiums
 - ii management expenses and/or overheads of any kind
 - iii additional finance charges or legal expenses
 - iv any change to the **permanent or temporary works** programme that would have occurred irrespective of whether the loss, destruction or damage had taken place or not
 - f any costs and expenses arising from or in respect of any other consequential losses not specifically provided for within this cover
 - g any costs and expenses that are covered under the **Expediting costs cover**, **Escalator cover** or anywhere else within **your policy**

- h** any costs and expenses arising from avoidable delay in the rectification or replacement of any damage or the completion of the **permanent or temporary works**
- i** any costs and expenses caused by or arising from idle time costs in respect of **own constructional plant and equipment, temporary buildings, hired in plant, other items** or labour.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

We will not pay for the first 10% of each and every loss or £10,000 whichever is the greater.

Additional increased cost of working cover

We will cover **you** for the additional expenditure necessarily and reasonably incurred for the sole purpose of preventing or minimising the interruption or interference with the carrying out of the **contract**, for a maximum indemnity period of 12 months, following **damage** for which **we** have admitted liability under this section, but **we** will not cover

- 1** any costs and expenses which would have been incurred irrespective of whether the loss, destruction or damage had occurred
- 2** any costs and expenses caused by or arising from actions taken solely to speed up the completion of the **contract** or any part of it at an earlier date than would have been attained had the loss, destruction or damage not occurred
- 3** any costs and expenses caused by or arising from alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies
- 4** any costs and expenses caused by or arising from the non-availability of funds
- 5** any costs and expenses in respect of
 - a** additional insurance premiums
 - b** management expenses and/or overheads of any kind
 - c** additional finance charges or legal expenses

- d** any change to the **permanent or temporary works** programme that would have occurred irrespective of whether the loss, destruction or damage had taken place or not

- 6** any costs and expenses arising from or in respect of any other consequential losses not specifically provided for within this cover
- 7** any costs and expenses that are covered under the **Expediting costs cover, Escalator cover** or anywhere else within **your policy**
- 8** any costs and expenses arising from avoidable delay in the rectification or replacement of any damage or the completion of the **permanent or temporary works**
- 9** any costs and expenses caused by or arising from idle time costs in respect of **own constructional plant and equipment, temporary buildings, hired in plant, other items** or labour.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

Additional interests cover

We will automatically note the interest of other parties that may become interested in this insurance throughout the duration of **your policy** provided that any such interest attached before the happening of any **damage**. Any such party will not be a joint insured of **your policy** and will have no rights under it.

You must declare these interests to **us** in writing in the event of any **damage**.

Construction Plant-hire Association contract lift cover

We will cover **you** for damages which **you** are legally liable to pay in respect of **damage** to contract goods whilst being lifted by **own constructional plant and equipment** under the terms of the Construction Plant-hire Association Standard Terms and Conditions for Contract Lifting Services.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

Debris removal cover

We will also pay the additional costs and expenses necessarily incurred by **you** as a result of **damage** to property insured with **our** prior written consent for

- 1 removing debris
- 2 dismantling and/or demolishing
- 3 shoring up, propping and fencing off
- 4 clearing and/or repairing drains and service mains on the **contract site**

We will not cover costs and expenses arising from pollution or contamination of property not insured by this section.

The most **we** will pay for any one claim under this cover is the lower of either the limit shown in **your** schedule or 10% of the **permanent or temporary works** sum insured shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

Environmental protection cover

We will pay the additional rebuilding costs following **damage** covered by this section, if **you** choose, with **our** prior written consent, to rebuild the damaged **permanent or temporary works** in a manner that aims to reduce potential harm to the environment or improve energy efficiency.

Provided that

- 1 **we** will not pay the additional costs of work **you** had already planned to be carried out prior to the **damage**
- 2 if **our** liability is reduced by the application of any terms or conditions of this **policy**, **our** liability will be reduced proportionately
- 3 **we** will not pay any additional costs for replacing undamaged property
- 4 if **you** choose not to rebuild the damaged **permanent or temporary works** then this cover will not apply
- 5 **we** will not pay the additional costs of complying with any Act of Parliament or bye-laws of any public authority.

The most **we** will pay for any one claim under this cover is the lower of either the limit shown in **your** schedule or 10% of the **permanent or temporary works** sum insured shown in **your** schedule.

Escalator cover

In the event of an increase in the original value of the **contract price** (other than for the application of Value Added Tax) which causes the **permanent or temporary works** sum insured shown in **your** schedule to be exceeded, then the sum insured for the **permanent or temporary works** will automatically be altered by the amount shown in **your** schedule.

Expediting costs cover

We will cover **you** for the extra charges for overtime, night work, work on public holidays, express freight, air freight or other transport costs, necessarily incurred by **you** with **our** prior written consent, following reinstatement or replacement of any damaged property forming the basis of a claim under this section.

The most **we** will pay for any one claim under this cover is the lower of either the limit shown in **your** schedule or 10% of the **permanent or temporary works** sum insured shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

Fire and Rescue Service charges cover

We will cover **you** for the cost of charges arising from the activities of the attending fire and rescue service in dealing with the consequences of **damage** for which **we** have admitted liability.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

Free materials cover

Permanent or temporary works will include any materials supplied by or provided to **you** for inclusion in the **contract** for which **you** are responsible. The value of these materials will not be included in determining the **contract price**.

Hired in plant cover

Where cover is provided for **hired in plant**, **we** will cover **you** for **your** legal liability under the terms of hiring conditions

- 1 to make good to the owner of the **hired in plant** any **damage** covered by this section, to the **hired in plant** which is caused by its own breakdown or its own explosion
- 2 to pay to the owners of any **hired in plant** hire charges incurred as a result of and solely due to
 - a **damage** to the **hired in plant**
 - b breakdown of the **hired in plant** due to the negligence, misdirection or misuse by **you** or **your employees**

Provided that

- a the hire charges will be calculated at the appropriate idle time rate for the period while the **hired in plant** is necessarily idle due to **damage** or breakdown excluding the first 48 hours but not exceeding the number of days shown in **your** schedule from the date of the **damage** or breakdown
- b this cover does not apply to damage by any wilful act or **your** wilful neglect
- c the **Plant or machinery breakdown exclusion** and the **Penalties under contract exclusion** do not apply to this cover.

For item 1 above, the most **we** will pay for any one item is the limit shown in **your** schedule.

The most **we** will pay for any one claim under this cover is the limit of indemnity shown in **your** schedule plus any additional amounts provided in the covers within this section.

Hired in plant - legal defence costs cover

The cover provided under this section for **hired in plant** is extended to include legal costs for which **you** are liable where legal proceedings have been defended with **our** prior written consent.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

Imminent damage avoidance cover

We will cover **you** for the cost incurred by **you** in taking exceptional measures that are reasonable

to reduce or avoid imminent **damage** which will or would have resulted in a claim under **your policy**.

Provided that

- 1 the imminent **damage** did not arise from any defect in the property insured by **your policy**
- 2 the imminent **damage** did not arise from a reasonably foreseeable cause
- 3 **damage** would have been the natural outcome to be expected in the absence of the measures taken
- 4 **we** are satisfied that **damage** which would have been insured under **your policy** has been avoided or reduced in consequence of the measures taken
- 5 The most **we** will pay for any one claim under this cover is the lower of the limit stated in **your** schedule or the cost which would have been incurred had the measures not been taken and **damage** covered by **your policy** had occurred.

Immobilised plant cover

We will cover **you** for the necessary costs incurred in the recovery of the plant described in **your** schedule which may become immobilised or immovable whilst being used in connection with the **contract**. Provided that the cause of immobilisation or immovability is the subject of a claim covered by this section.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the respective **own constructional plant and equipment** sum insured or **hired in plant** limit of indemnity shown in **your** schedule.

Indemnity to principals cover

The interests of **your** employer/principal are covered under this section but solely to the extent required by the conditions of contract in force between **you** and **your** employer/principal.

Provided that the employer/principal observes, fulfils and is subject to the terms, exclusions and conditions of **your policy** as though they were **you**.

Joint named insureds cover

This cover only applies if it is shown as being insured in **your** schedule.

The cover provided for **permanent or temporary works** is extended to include other parties but only to the extent that is required by the terms of the **contract**.

- 1 Where there is more than one insured party shown in **your** schedule or by the terms of the **contract** and each insured party operates as a separate and distinct entity then the cover provided for **permanent or temporary works** will apply to each insured party as if a separate **policy** had been issued to each.

Provided that **our** total liability to all insured parties together does not exceed the **permanent or temporary works** sum insured shown in **your** schedule.

- 2 Any payment or payments that **we** make to any or all insured parties will reduce **our** liability by the amount of the payment to all insured parties for any loss covered by the **policy** and (if applicable) in the **period of insurance**.
- 3 Each of the insured parties will comply with the contractual rights and agreements entered into by each insured party and the contractual remedies following loss or **damage**.
- 4 **We** will not pay any claim to an insured party if **we** find that an insured party has not complied with **our Fair presentation of risk condition** or where the insured party has not complied with a **policy** condition (such non-compliance committed by one insured party will not affect the rights of the other insured parties who have not committed such non-compliance).
- 5 **We** will not pay for any claim to an insured party if **we** find that an insured party has committed an act of fraud or dishonesty (such fraud or dishonesty committed by one insured party will not affect the rights of the other insured parties who have not committed an act of fraud or dishonesty).
- 6 **We** agree to waive all rights of subrogation which **we** may have or acquire against any insured party except where the rights of subrogation arise from any insured party's

non-compliance with **our Fair presentation of risk condition**, or any other **policy** condition, or an act of fraud or dishonesty.

- 7 **We** will not cover any lenders to the project under **your policy** for loss or damage when **we** are not paying a claim to one or more other insured party due to non-compliance with **our Fair presentation of risk condition**, or any other **policy** condition, or an act of fraud or dishonesty.

Key loss cover

We will cover **own constructional plant and equipment** and **hired in plant** for costs incurred in replacing the lock cylinder and/or keys of any security device permanently fitted to any **own constructional plant and equipment** and **hired in plant** (but only where **you** are legally liable) following **damage** to the keys operating the security device.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the respective **own constructional plant and equipment** sum insured or **hired in plant** limit of indemnity shown in **your** schedule.

Maintenance period cover

We will cover **you** for **damage** to the original **permanent or temporary works** for which **you** are responsible under **contract** and which arises during any rectification, maintenance or defects liability period stipulated within the **contract**.

Provided that

- 1 the **damage** arises from a cause occurring after commencement of the **contract**, and
- 2 the **damage** arises from a cause occurring prior to the commencement of the rectification, maintenance or defects liability period, or
- 3 the **damage** is occasioned by **you** in the course of carrying out any operations performed by **you** for the purpose of complying with **your** obligations under the said rectification, maintenance or defects liability period.

This cover is limited to the period shown in the rectification, maintenance or defects liability clause stated within the **contract** but will not exceed the number of months shown in **your** schedule from the commencement of such period.

Marine insurance cover

The cover for the **permanent or temporary works** extends to cover materials and goods intended for inclusion in the **contract** also insured under separate marine cargo insurance effected by **you** or on **your** behalf.

Provided that

- 1 **you** will undertake inspections of each item of property insured upon its arrival at the **contract site** for possible **damage** sustained during transit.
- 2 where **damage** of any unpacked goods is evident **you** must report the **damage** under the marine cargo insurance
- 3 **you** will inspect the packaging of any packed goods which are to be left in their packaging until a later date. **You** must unpack and inspect any goods where the packaging is found to be damaged and where **damage** to the goods is evident **you** must report the **damage** under the marine cargo insurance.
- 4 when packaging shows no sign of **damage** and the goods are left packed, any **damage** discovered when unpacked will be assumed to have taken place during transit and covered under the marine cargo insurance unless there is clear evidence from the nature of the **damage** that it could only have taken place after the expiry of the marine cargo insurance. When there is no clear evidence as to when the **damage** took place **we** will cover **you** for 50% of the loss.
- 5 in the event of a claim under this cover **we** will not be responsible for 50% of the **excess** shown in **your** schedule
- 6 this cover only applies when there is a similar clause or condition within the marine cargo insurance and the marine cargo insurers have also agreed to contribute 50% of the adjusted claim.

Munitions of war cover

The **War risks exclusion** will not apply to **damage** to property insured under this section from or occasioned by the detonation of munitions of war or parts thereof in the **policy territories** in or within one mile of the property insured, provided that the presence of such munitions results from World War II and does not result from a state of war current at the time of **damage**.

Off-site storage cover

The cover for the **permanent or temporary works** extends to cover materials and goods within the **policy territories** whilst not on the site of the **contract**, but intended for inclusion in the **contract** insured by this section where **you** are responsible for its care, custody or control. Provided that the value of the materials and goods has been included in an interim certificate and the materials are stored and identified as being designated for incorporation in the **contract**.

The most **we** will pay in total for all claims in the **period of insurance** under this cover are the amounts shown in **your** schedule for non-ferrous metals and for any other materials.

Professional fees cover

We will also pay the additional costs and expenses necessarily incurred by **you** for architects, surveyors and consultants fees in connection with the reinstatement of the **permanent or temporary works** as a result of **damage**, but not for preparing any claim.

The most **we** will pay for any one claim under this cover is the lower of the limit shown in **your** schedule or 15% of the **permanent or temporary works** sum insured shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

Public authorities (including undamaged property) cover

The cover for **permanent or temporary works** also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of building or

other regulations under or there to support any Act of Parliament or by-laws of any public authority

referred to as the stipulations, for

- 1 **damage** to the property insured
- 2 undamaged portions of the property insured

but excluding

- 1 the cost incurred in complying with the stipulations
 - a for damage occurring prior to the start date of this section cover
 - b for damage not insured by this section
 - c where notice has been served on **you** prior to the damage happening
 - d where there is an existing requirement which has to be implemented within a given period
 - e for property entirely undamaged by any covered event
- 2 the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen
- 3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

Special conditions applicable to the Public authorities cover

- 1 reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months of the date of the **damage** or any further time that **we** agree (during those 12 months)
- 2 the reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased
- 3 if **our** liability under this section is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability will be reduced proportionately
- 4 the total amount recoverable under any item of this section for this cover will not exceed

- a for the lost, destroyed or damaged property
 - i 15% of its sum insured
 - ii where the sum insured by the item applies to property at more than one location, 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed at the damaged site
- b for undamaged portions of property (other than foundations), 15% of the total amount for which **we** would have been liable had the property insured by the item at the **contract site** suffered **damage**.

The most **we** will pay under any item of this section will not exceed its sum insured shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

Public relations expenses cover

We will cover **you** for the costs and expenses necessarily and reasonably incurred by **you** with **our** prior written consent to employ suitable public relations personnel to deal with press and public announcements and other necessary activities following **damage** covered by this section.

The most **we** will pay in total for all claims under this cover in the **period of insurance** is the limit shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

Re-drawing plans or documents cover

We will cover **you** for the costs and expenses necessarily incurred in re-writing or re-drawing **contract** plans, **contract** drawings or other **contract** documents following **damage** to them.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

Reinstatement of sum insured after loss cover

In the event of **damage** the sums insured by this section, other than for off-site storage cover, will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

Repair investigation costs cover

We will cover **you** for the cost of repair investigations and tests by consulting engineers resulting from **damage** to any **own constructional plant and equipment** for which **we** have admitted liability.

Provided that

- 1 **you** obtain prior written consent from **us** before any costs are incurred.
- 2 **we** will not pay for any cost incurred in preparing a claim.

The most **we** will pay in total for all claims under this cover in the **period of insurance** is the limit shown on **your** schedule.

Replacement hire charges to own constructional plant and equipment cover

Following **damage** to **own constructional plant and equipment**, **we** will cover **you** for the necessary costs of hiring a replacement.

We will not cover **you** for the first 7 days of any hire charges required to be paid by **you**.

The insurance provided by this cover shall only apply for the period starting with the date of the **damage** and ending

- 1 after 3 months
- or
- 2 from the date payment to settle the claim for **damage** to **own constructional plant and equipment** is completed

whichever occurs first.

The most **we** will pay in total for all claims under this cover in the **period of insurance** is the limit shown in **your** schedule.

Security devices cover

We will cover **you** for the costs incurred in repairing or replacing any immobiliser, locating, tracking or other security device that is permanently fitted to **own constructional plant and equipment** and **hired in plant** because of **damage** caused by theft or attempted theft for which **we** have admitted liability.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

Seventy two hour cover

We will cover **you** for **damage** occurring within 72 consecutive hours caused by **storm** or **flood** as one claim, provided that peril is covered by this section.

You can decide when the 72 hour period starts as covered by this section provided that **damage** occurred before the end of the **period of insurance**.

Show properties and contents cover

We will cover **you** for **damage** to show houses and flats and the contents in them until sold provided that

- 1 the **damage** occurs during the **period of insurance**
- 2 cover will end no later than the number of days shown in **your** schedule from the date that the last building on the **contract site** reaches **substantial completion**
- 3 during the months of October, November, December, January, February and March all water systems are drained or the heating system is put into effective operation to maintain the internal temperature at a minimum of 4 degrees centigrade
- 4 whenever the show house and/or flats are left unattended, the following security measures must be put into full and effective operation

- a i** external timber doors must be secured with a mortice deadlock which has 5 or more levers and conforms to British Standards BS 3621 or a cylinder lock conforming to European Norm EN 1303 together with a matching metal box striking plate, installed in accordance with the manufacturers recommendations
 - ii** external aluminium doors or UPVC doors must be secured with integral cylinder key operated mortice deadlocks conforming to EN 1303
 - b** all opening windows must be secured with key operated window locks, installed in accordance with the manufacturer's recommendations
- 5** the most **we** will pay for any one claim under this cover for
 - a** the contents of any one show house or flat is the sum insured shown in **your** schedule
 - b** the show houses or flats is the **contract price**.
- 6** the cover for **damage** through theft from any show house or flat is restricted to that following forcible and violent entry or exit.

For the purpose of this cover the term unattended will mean when sales persons are not

- 1** showing prospective clients around the show house or flat
- or
- 2** in an adjacent sales office.

Signwriting and livery costs cover

We will cover **you** for the costs incurred for restoring any signwriting, advertising, signs and artwork to **own constructional plant and equipment** following **damage**.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the **own constructional plant and equipment** sum insured shown in **your** schedule.

Speculative development cover

It is agreed that

- 1** the property insured for **permanent or temporary works** includes property being built or erected by **you** other than under contract for a principal
- 2** for property being built or erected other than under contract, the insurance by this section will end from
 - a** the date the property is sold or let
 - or
 - b** 90 days after **substantial completion**whichever is the earlier.

Where the property comprises of several units within one block then **2 a** will apply to each individual unit, but cover for the whole block will not exceed 90 days from **substantial completion** even if parts of it are still unsold or not let.

Sub-contractors cover

If any **contract** awarded under a standard form of building contract is covered by this section and **damage** is caused to the **permanent or temporary works** by any of the specified perils defined in the contract, it is agreed that if required by the sub-contract **we** will not pursue any rights of subrogation against sub-contractors directly engaged by the main contractor.

Provided that the sub-contractor observes, fulfils and is subject to the terms, exclusions and conditions of this **policy** as though they were **you**.

Sub-contract works cover

We will cover **you** for **damage** to the **permanent or temporary works** and the **Cessation of work exclusion** paragraph **4** will not apply where a certificate of completion has been issued to **you** in respect of sub-contract work and the certificate is issued for the purpose of transferring responsibility for such work or works to **you**.

Temporary repair cover

We will cover **you** for the necessary cost incurred in effecting a temporary repair or expediting a

permanent repair as a result of **damage** to **own constructional plant and equipment** or **hired in plant** provided that **you** obtain **our** prior written consent before any repairs are undertaken.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the respective **own constructional plant and equipment** sum insured or **hired in plant** limit of indemnity shown in **your** schedule.

Testing and commissioning cover

We will cover **you** for

- 1 **damage** to the **permanent or temporary works**
- 2 electrical or mechanical breakdown or explosion to new and unused machinery forming part of the **permanent or temporary works**

arising out of **testing** or **commissioning** undertaken by **you** during the **period of insurance**.

Provided that cover

- a continues for no longer than 7 days from the commencement of **testing** of an individual item (it is understood and agreed that if any re-testing is required following modification or adjustment of an individual item, then a further 7 day period is provided for the retests, subject to an overall maximum period of 30 days for original tests and retests combined)

and

- b continues for no longer than 30 days from the start of **commissioning** and
- c will not apply to any prototype experimental used or secondhand machinery or plant whether re-conditioned or otherwise.

Theft of fuel cover

We will cover **you** for the cost of replacing fuel arising from **damage** caused by theft or attempted theft of **own constructional plant and equipment**.

The most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the **own constructional plant and equipment** sum insured shown in **your** schedule.

Transit cover

We will cover **you** for **damage** to the property insured whilst in transit (including any incidental en-route storage) within the **policy territories** but **we** will not cover **you** for damage occurring

- 1 whilst in transit by sea or inland watercourse (other than by scheduled public roll on/roll off ferry services within the **policy territories**) or air
- 2 any mechanically propelled vehicle moving under its own power
- 3 **employees' tools**.

Value Added Tax cover

The cover provided for **permanent or temporary works** is extended to include an automatic increase in the **contract price** in the event that the **permanent or temporary works** sum insured shown in **your** schedule is exceeded solely due to the inclusion of Value Added Tax.

Provided that

- 1 it can be shown that the **contract price** does not include a Value Added Tax amount
- 2 the most **we** will pay for any one claim under this cover is the limit shown in **your** schedule.

This is payable in addition to the **permanent or temporary works** sum insured shown in **your** schedule.

X What is not covered

Aircraft and watercraft exclusion

We will not cover **you** for any loss, damage, cost or expense to

- 1 aircraft (including unmanned aerial vehicles such as model aircraft helicopters and drones)
- 2 watercraft or hovercraft (except watercraft less than eight metres in length or any hand propelled boat or pontoon).

Aircraft or aerial devices exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds but **we** will cover subsequent **damage** which itself results from a cause covered by this section.

Cessation of cover exclusion

We will not cover **you** for any loss, damage, cost or expense to any part of the **permanent or temporary works**

- 1 after each part has been completed and delivered to the owner, tenant or occupier
- 2 after each part has been taken into use by the owner, tenant or occupier
- 3 if work on the **contract site** stops for a period in excess of 90 consecutive days unless cover is agreed by **us** in writing
- 4 where a certificate of completion has been issued other than where **damage**
 - a happens during the defects liability period specified in the **contract** and arising from a cause occurring prior to the start of the defects liability period
 - b is for materials or other property insured on the **contract site** for the purpose of carrying out remedial works during the defects liability period specified in the **contract**, and for which **you** are responsible under the terms of the **contract** during the defects liability period
 - c occurs within 14 days of the date the certificate of completion is issued and where **you** are required by the terms of the **contract** to provide cover.

Provided the defects liability period does not exceed the number of months shown in **your** schedule.

Contract responsibilities exclusion

We will not cover **you** for any loss, damage, cost or expense which **you** are not responsible for under the conditions of contract.

Cyber exclusion

We will not cover **you** for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from occasioned by or resulting from

- 1 any **cyber act** including but not limited to **hacking, phishing, denial of service attack** or the transmission of any **virus or similar mechanism**
- 2 any **cyber incident**.

This exclusion shall not apply to claims for **damage** resulting from fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them covered by this section.

Date recognition exclusion

We will not cover **you** for any loss, damage, cost or expense resulting from, directly or indirectly caused by, contributed to or arising from the failure of equipment (including any **computer systems**) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

This exclusion shall not apply to claims for **damage** resulting from a **defined peril** covered by this section.

Deeds, money exclusion

We will not cover **you** for any loss, damage, cost or expense to deeds, **money**, stamps, securities or documents of title, precious metals, precious stones or articles made from them.

Defective design, material or workmanship exclusion

We will not cover **you** for any loss, damage, cost or expense to or the cost necessary to replace, repair or rectify

- 1 property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of the property or any part of it
- 2 property insured, lost or damaged to enable the replacement, repair or rectification of property insured excluded by 1 above.

These exclusions do not apply to other parts or items of the property insured which are free from defect but are damaged as a result of the defect.

The property insured will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part of it.

Deliberate loss or damage exclusion

We will not cover **you** for any loss, damage, cost or expense caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or on **your** behalf.

Disease exclusion

- 1 Notwithstanding any provision to the contrary within this section, this section excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2 This exclusion does not apply to **damage** to property insured under this section, where such **damage** arises from a **defined peril**.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule for each and every claim in respect of

- 1 **damage** to **employees' tools** of each **employee**
- 2 **damage** by theft or malicious act
- 3 **damage** by **flood**
- 4 **damage** by escape of water from any tank apparatus or pipe
- 5 all other **damage**

Where there is a claim following the same incident under both this section and the **Existing structures section**, **we** will only apply one **excess** which will be the highest relevant **excess** under these sections.

Excluded parts exclusion

We will not cover **you** for any loss, damage, cost or expense to

- 1 tyres, bands, belts, trailing cables, flexible hoses, cutting edges

- 2 any other consumable part of the plant that requires periodic renewal unless such **damage** arises from a **defined peril** covered by this section.

Existing property exclusion

We will not cover **you** for any loss, damage, cost or expense to any existing property and/or structure including any existing property and/or structure being altered or repaired.

Fraud and dishonesty exclusion

We will not cover **you** for any loss, damage, cost or expense arising directly or indirectly from any acts of fraud or dishonesty by **you**, **your employees**, or any partner, director or member of **your** family. **We** will cover subsequent **damage** which results from a **defined peril** covered by this section.

Hazardous works exclusion

We will not cover **you** for any **contract** involving

- 1 work within 10 metres of any river, lake, reservoir, dam or tidal water or within cofferdams or caissons or in the sea
- 2 structural work on bridges, viaducts, subways, tunnels or motorways
- 3 work on nuclear installations
- 4 any work where the depth of excavation exceeds 5 metres.

Normal upkeep exclusion

We will not cover **you** for the cost necessary for normal upkeep or making good.

Overloading or abnormal conditions exclusion

We will not cover **you** for any loss, damage, cost or expense to any item of property insured caused by the intentional overloading, testing, experimenting or deliberately applying any abnormal condition other than overload testing in accordance with the Code of Practice for the Safe Use of Cranes BS7121, or any legislation, regulation or code of practice which takes its place.

Penalties under contract exclusion

We will not cover **you** for penalties under contract for

- 1 delay, detention or loss of use
- 2 losses arising in connection with guarantees of performance or efficiency
- 3 any consequential loss or loss, destruction or damage of any kind.

Plant or machinery breakdown exclusion

We will not cover **you** for any loss, damage, cost or expense to any vehicle or item of plant or machinery caused by its own breakdown or its own explosion except as otherwise provided under the **Repair investigation costs cover** and **Testing and commissioning cover** under **What is covered** within this section.

Pollution or contamination exclusion

We will not cover **you** for any loss, damage, cost or expense caused by pollution or contamination unless the damage is caused by

- 1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section
- 2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss, directly or indirectly caused by or contributed to by or arising from

- 1 ionising radiations or contamination by radioactivity from any nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 2 buildings, plant or equipment for the generation of nuclear power, or production, use or storage of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material

- 3 transportation of nuclear fuel, nuclear waste from the combustion of nuclear fuel, radioisotopes, or any other nuclear or radioactive material
- 4 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly
- 5 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Seeds and plant exclusion

We will not cover **you** for any loss, damage, cost or expense to plants caused by non-rooting, disease or the failure of seeds to germinate.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 in England, Scotland, Wales, the Channel Islands, the Isle of Man and any territory outside the **policy territories**
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.
- 2 in Northern Ireland
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
 - c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section, it will be **your** responsibility to prove that they are covered.

Theft of tools or equipment exclusion

We will not cover **you** for theft or attempted theft of tools or equipment from any unattended vehicle unless

- 1 all doors and windows and other points of access have been closed and securely locked and there are outward signs of forced entry to the vehicle

and

- 2 the vehicle is in a locked garage or a walled or fenced compound that is either locked or has a watchman in constant attendance between the hours of 9 p.m. and 6 a.m.

It will be up to **you** to prove that any theft or attempted theft occurred before 9 p.m. and after 6 a.m.

Unexplained loss exclusion

We will not cover **you** for loss caused by or consisting of disappearance, unexplained or inventory shortage.

Vehicles exclusion

We will not cover **you** for any loss, damage, cost or expense to any mechanically propelled vehicle intended for the transportation of persons, materials or plant and where insurance or security under the Road Traffic Act is necessary.

This exclusion does not apply to any vehicle primarily intended for use at the **contract site** or any vehicle used solely at the **contract site** and which is not licensed for road use.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war is declared or

not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Wear and tear, deterioration exclusion

We will not cover **you** for any loss, damage, cost or expense caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, rust, wet or dry rot, contamination, vermin, insects, change in water table level or its own faulty or defective design or materials but this does not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Average condition

If at the time of **damage** the sum insured for **own constructional plant and equipment** or **employees' tools** is less than the value of the property covered, the amount **we** will pay will be reduced proportionately.

Contract price condition

Where the **contract price** for the **contract** is greater than the sum insured shown in **your** schedule **you** must advise **us** prior to the **contract** starting.

If **you** do not comply with this condition **you** will not be covered for any loss, damage, cost or expense to **permanent or temporary works** and **we** will not pay **your** claim.

Contribution and average condition

If, at the time of the claim, there is any other insurance policy covering the same property insured by this section, **we** will be liable only for **our** proportionate share.

If any other insurance policy is subject to any average (under insurance) condition, this section will be subject to average in the same way as the other insurance policy.

If the other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Joint code of practice condition

For the purpose of this condition, the term joint code whenever it appears shall mean the Fire Protection Association's Joint Code of Practice on Fire Protection from Fire of Construction Sites and Buildings Undergoing Renovation.

This condition will apply

- 1 if the **contract** (other than civil engineering **contracts**) has an original **contract price** of £2,500,000 or more
- 2 where the original **contract price** is less than £2,500,000 and forms part of a large contract meaning a contract where the original contract value is £20,000,000 or more
- 3 to large timber framed structures of 4 or more storeys where the original **contract price** is £2,500,000 or more
- 4 to high-rise construction sites meaning **contract** sites with **permanent or temporary works** exceeding 30 metres in height from the ground
- 5 to projects where the risk assessments have indicated significant potential for loss of life or property.

You must comply with the latest version of the **joint code**. A copy of the **joint code** can be obtained from the website www.thefpa.co.uk.

We will have the right at all reasonable times to enter and inspect the site(s) of any **contract** for the purpose of checking whether the conditions of the **joint code** are being complied with by **you**.

If **we** become aware that **you** are not complying with the conditions of the **joint code**, **we** may inform the employer and/or the main contractor and/or **contract** site management of this and detail the actions that **you** must take and the period within which these must be completed.

If the main contractor and/or **contract** site management does not complete the actions within the specified period, **we** may confirm this in writing to the employer and/or main contractor and/or **contract** site management and the first named party of the **policy** when this is not the main contractor and/or **contract** site management at their respective addresses provided by **you** at the start of cover. **We** will provide written confirmation by registered post, recorded delivery, email or by hand.

We may suspend or cancel all cover under this section from the date confirmed to **you** in writing but this will not be less than 30 days from the date of receipt by both the employer and main contractor and/or **contract** site management. The cover may be reinstated from the date on which **we** are satisfied that the actions have been completed.

In the event that any other insurer requires **you** to take actions to comply with the **joint code** in respect of a contract insured by this section, **you** will advise **us** as soon as possible but not later than 48 hours after receiving the requirements from the insurer.

The reference to suspension or cancellation of all cover shall apply to the **contract** site detailed in writing to **you**.

In the event of cancellation of this section **we** will provide **you** with a pro rata proportion of premium for this section provided that there have been

- 1 no claims made under the section for which **we** have made a payment

- 2 no claims made under the section which are still under consideration by **us**
 - 3 no incidents likely to give rise to a claim but are yet to be reported to **us**
- during the current **period of insurance**.

Police notification condition

You must immediately notify the police of any loss or **damage** by theft or attempted theft of any property covered by this section. **You** must take all reasonable steps to assist with the discovery of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Premium adjustment condition

If the premium for this section has been calculated on an estimate **you** will need to keep an accurate record of all relevant details and provide **us** with such details in writing within 1 month from the end of the **period of insurance**. The premium for the period will be adjusted and the difference paid by or allowed to **you**. Where a return premium is due to **you**, **we** will not return more than 25% of the original premium.

Reasonable precautions condition

You must take all reasonable precautions to safeguard the property insured and prevent **damage** including

- 1 any additional precautions necessary, as the result of partial or total cessation of work by **you** at the **contract site**
- 2 ensuring any moveable materials or plant are adequately secured when the **contract site** is unattended
- 3 securing structures that have reached **substantial completion** to prevent unauthorised access.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of **damage**.

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