



**PRIVATE CLIENT**

# WORKS

Policy wording



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## Policy wording

### **INTRODUCTION**

Thank you for choosing Azur Underwriting Limited (Azur) and the Azur Private Client Group for your personal insurance. Azur distributes this policy on behalf of Ensurance UK Limited who are authorised to underwrite this insurance on behalf of Syndicate 2003 (XL Catlin) and certain underwriters in Lloyds.

You are requested to read all of the documents that make up this contract of insurance and if any are incorrect return them as soon as practically possible to Azur through your insurance broker or advisor for alteration.

You should also ensure that this insurance meets your requirements.

This contract of insurance is made up of this policy document, the schedule and any endorsements, if any, all of which are a single document and are to be read as one contract.

You having applied to us for this insurance and having paid or agreed to pay the premium to us, we hereby agree to reimburse you in accordance with the terms, exclusions and conditions contained herein or endorsed or otherwise expressed herein.

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# POLICY PROVISIONS

## INFORMATION YOU HAVE GIVEN TO US

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information that **you** have given **us**. **You** must take care when answering any questions. **We** ask and ensure that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- a. treat this **policy** as if it never existed;
- b. decline all **claims**; and
- c. retain the premium.

If **we** establish that **you** were careless in providing **us** with information that **we** have relied upon in accepting this **policy** and setting its terms and premium **we** may:

- i. treat this **policy** as if it never existed, refuse to pay any **claim** and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- ii. treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- iii. reduce the amount **we** pay on any **claim** in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if i., ii. and/or iii. apply.

If there is no outstanding **claim** and ii. and/or iii. apply, **we** will have the right to:

1. give **you** thirty days notice that **we** are terminating this **policy**; or
2. give **you** notice that **we** will treat this **policy** and any future **claim** in accordance with ii. and/or iii., in which case **you** may then give **us** thirty days notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the unexpired **period of insurance**.

## THINGS YOU NEED TO DO

- a. **You** must tell **your insurance broker or advisor** within fourteen days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during the **period of insurance**;
- b. **You** must take all responsible steps to prevent loss, damage or any accident and keep the **insured property** in a good state of repair.

When **we** are notified of a change **we** will tell **you** if this affects this **policy**. For example, **we** may amend the terms of this **policy**, require **you** to pay more for **your** insurance or cancel this **policy** in accordance with the Our Right to Cancel clause. If **you** do not inform **your insurance broker or advisor** about a change within the stipulated fourteen (14) days, it may affect any **claim you** make or could result in **your** insurance being invalid.

## LAW AND JURISDICTION

The parties are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary and endorsed hereon, this **policy** will be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

## LANGUAGE OF CONTRACT OF INSURANCE

Unless otherwise agreed to the contrary and endorsed hereon, the language of this **policy** and all communications relating to it shall be English.

# POLICY PROVISIONS

## INTERPRETATION

In this **policy**:

- a. reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this **policy**;
- b. if any term, Condition, Exclusion or **endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;

The headings in this **policy** are for general reference only and shall not be considered when determining the meaning of this **policy**.

## SANCTIONS

**We** shall not provide any benefit under this **policy** to the extent of providing cover, payment of any **claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## YOUR RIGHT TO CANCEL DURING THE COOLING-OFF PERIOD

**You** are entitled to cancel this **policy** by contacting **us** through **your insurance broker or advisor** within fourteen days of either:

- a. the date **you** receive this **policy**; or
- b. the start of **your period of insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **you** have made a **claim**, in which case the full **policy** premium is due to **us**.

## YOUR RIGHT TO CANCEL AFTER THE COOLING-OFF PERIOD

**You** are entitled to cancel this **policy** after the cooling-off period by contacting **us** through **your insurance broker or advisor**.

Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long this **policy** has been in force unless **you** have made a **claim**, in which case the full **policy** premium is due to **us**.

## OUR RIGHT TO CANCEL

**We** are entitled to cancel this **policy**, if there are serious grounds to do so, including for example:

- a. any failure by **you** to pay the premium; or
- b. a change in risk which means **we** can no longer provide **you** with insurance cover; or
- c. non-cooperation or failure to supply any information or documentation **we** request, such as details of a **claim**;

by giving **you** fourteen days' notice in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long this **policy** has been in force unless **you** have made a **claim**, in which case the full **policy** premium is due to **us**.

## THIRD PARTY RIGHTS

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

# POLICY PROVISIONS

## HOW AZUR USES PERSONAL INFORMATION

Azur are committed to protecting the privacy of their customers, claimants and other business contacts.

“Personal Information” identifies and relates to **you** or other individuals (e.g. **your** partner or other members of **your** family). If **you** provide Personal Information about another individual, **you** must (unless Azur agree otherwise) inform the individual about the content of this notice and Azur’s Privacy Policies and obtain their permission (where possible) for sharing of their Personal Information with Azur.

The types of Personal Information Azur may collect and why – Depending on Azur’s relationship with **you**, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with **your** consent where required by applicable law) as well as other Personal Information provided by **you** or that Azur obtain in connection with Azur’s relationship with **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, **claims** processing and payment
- Making assessments and decisions about the provision and terms of insurance and settlement of **claims**
- Assistance and advice on medical and travel matters
- Management of Azur’s business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside **your** country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

Azur may send **you** marketing communications. To opt-out of of any marketing communications that Azur may send **you**, contact Azur by email at: [marketingopt-out@azuruw.com](mailto:marketingopt-out@azuruw.com) or by writing to Marketing Preference Team, Azur Underwriting Limited, 4 Christopher Street, London, EC2A 2BS. If **you** opt-out Azur may still send **you** other important service and administration communications relating to the services which Azur provide to **you** from which **you** cannot opt-out.

Sharing of Personal Information – For the above purposes Personal Information may be shared with Azur’s group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. Azur are required to register all third party claims for compensation relating to bodily injury to workers’ compensation boards. Azur may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or **claim**. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of Azur or transfer of business assets.

International transfer – Due to the global nature of Azur’s business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in **your** country of residence). When making these transfers, Azur will take steps to ensure that **your** Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in Azur’s Privacy Policies (see below).

Security of Personal Information – Appropriate technical and physical security measures are used to keep **your** Personal Information safe and secure. When Azur provide Personal Information to a third party (including Azur’s service providers) or engage a third party to collect Personal Information on Azur’s behalf, the third party will be selected carefully and be required to use appropriate security measures.

# POLICY PROVISIONS

**Your** rights – **You** have a number of rights under data protection law in connection with Azur’s use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend Azur’s use of data. These rights may also include a right to transfer **your** data to another organisation, a right to object to Azur’s use of **your** Personal Information, a right to request that certain automated decisions Azur make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how **you** may exercise them is set out in full in Azur’s Privacy Policies (see below).

Azur are committed to working with **you** to obtain a fair resolution of any complaint or concern about privacy. If, however, **you** believe that Azur have not been able to assist with **your** complaint or concern, **you** have the right to make a complaint to the UK Information Commissioner’s Office.

If **you** have questions or concerns regarding the way in which **your** personal information has been used, please contact:

For Azur

[www.azuruw.com/privacy-policy](http://www.azuruw.com/privacy-policy) or **you** may request a copy by writing to: Data Protection Officer, Azur Underwriting Limited, 4 Christopher Street, London, EC2A 2BS or by email at: [DPquery@azuruw.com](mailto:DPquery@azuruw.com).

For more information about how Azur process **your** personal information, please see Azur’s full privacy notice at [www.azuruw.com/privacy-policy](http://www.azuruw.com/privacy-policy) or **you** may request a copy by writing to: Data Protection Officer, Azur Underwriting Limited, 4 Christopher Street, London, EC2A 2BS.

Catlin Underwriting Agencies Limited (on behalf of the underwriting members of Lloyd’s Syndicate 2003 “XL Catlin”) and Ensurance UK Limited will also be data controllers of personal information.

For more information as to how the **insurer** of **your policy**, XL Catlin uses **your** information please see <http://xlgroup.com/footer/privacy-and-cookies>.

To contact XL Catlin about their use of **your** information, please contact [compliance@xlcatlin.com](mailto:compliance@xlcatlin.com)

For more information as to how Ensurance UK Limited uses **your** information , please see Ensurance UK Limited’s full privacy notice at: <https://www.ensuranceuk.com/privacy/>

To contact Ensurance UK Limited about their use of **your** information, please contact [info@ensuranceuk.com](mailto:info@ensuranceuk.com)

## PREMIUM PAYMENT

**You** undertake to pay the premium in full through **your insurance broker or advisor** (which is deemed payment to **us**) within sixty (60) days of the start of the **project**. If the premium has not been paid prior to this date, this **policy** shall be cancelled by **us** and there will be no cover in force.

## ADEQUACY OF THE AMOUNT INSURED

If **you** do not insure for the full value of **your** property at risk **your claims** payment may be reduced. If at the time of a loss the **sum insured** is less than the full value **we** will only pay that same proportion of the **insured damage** that the **insured** value represents to the full value. For example, if **your sum insured** only covers one half of the full value, **we** will only pay one half of the cost of the **insured damage**.

## SEVERAL LIABILITY NOTICE

The subscribing insurers’ obligations under 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 insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## ACCESSIBILITY

This document and any other documentation in respect of this contract of insurance can be provided to **you** in Braille, large font or audio. If **you** require any of these formats, please contact **your insurance broker or advisor**.



# POLICY PROVISIONS

## REGULATORS

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848).

Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

Registered Office 20 Gracechurch Street, London, EC3V 0BG. Registered in England company number 1815126.

Azur Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FRN 774401).

Azur Underwriting Limited is a company registered in England & Wales (company number 09903413) with a registered office at First Floor, Templeback, 10 Temple Back, Bristol, BS1 6FL.

Ensurance UK Limited is authorised and regulated by the Financial Conduct Authority. Registration No 785233. The registered address of Ensurance UK Limited is 2nd Floor, 10 Philpot Lane, London EC3M 8AA.

**You** can check this out on the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the Financial Conduct Authority on 0800 111 6768.

# DEFINITIONS

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bold when used. Any word or expression that appears in the definitions section has the same meaning wherever it appears.

## **Act of terrorism**

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

## **Claim**

A formal request from **you** to **us** asking for compensation under this **policy**.

## **Contract works**

The construction works carried out for **insured** <sup>1</sup> whether permanent or temporary including materials incorporated or to be incorporated therein whilst on or adjacent to the **project site** and during the course of transit thereto and/or storage within the **territorial limits**.

## **Defects liability period**

The period required by the contract entered into for the performance of the **contract works**, for the rectification, maintenance or remedy of defects by **insured** <sup>2</sup>, which commences when the issue of a certificate of completion or taking over certificate has occurred or when the **project site** has been taken back into full use by **insured** <sup>1</sup>, and runs for a period of time as specified within that contract or a maximum of twelve (12) months from the date of issue of the certificate of completion or taking over certificate or when the **project site** was taken back into full use by **insured** <sup>1</sup>, whichever is the lessor.

## **Endorsement**

A document which changes the agreement between **you** and **us** amending this **policy**.

## **Existing structure**

The main dwelling and other permanent structures being;

- i. service pipes, cables and underground tanks supplying the main dwelling
- ii. any other permanent outdoor structures that are not attached to the main dwelling

within the grounds of the **project site** and owned by **insured** <sup>1</sup> except those with a thatched roof or of a timber frame construction unless written authorisation from **us** is received prior to works commencing.

## **Excess**

The amount stated in the **schedule you** have to pay towards the cost of each and every loss arising out of any one event.

## **Fungi**

Any type or form of fungus, mould, mildew and any mycotoxins, spores, scents or by-products produced or released by such.

# DEFINITIONS

## Household contents

**Household contents** shall include;

- i. Carpets, floor rugs, curtains and internal blinds.
- ii. Furniture and furnishings.
- iii. Household electrical appliances.
- iv. Clothing.
- v. Sporting equipment including pedal cycles up to £1,000 in total per **claim**.
- vi. Any other household items and personal effects that **you** own that are not excluded below.

**Household contents** shall exclude;

- vii. Motor vehicles (other than domestic gardening equipment or motorised mobility scooters, electric wheelchairs and power chairs), caravans, trailers or watercraft or their accessories.
- viii. Money or credit cards.
- ix. Any living creature.
- x. Any part of the **contract works** and **existing structure**.
- xi. Any property held or used for business purposes.
- xii. Any property **insured** under any other insurance.
- xiii. Land or water.
- xiv. Jewellery, photographic equipment, computers and their operating accessories or attachments or portable electronic devices.
- xv. Deeds and registered bonds and other personal documents.
- xvi. Stamps, medals, coins or items forming part of a collection.
- xvii. Paintings or other bespoke or unique works of art or craft, gold, silver, gold and silver plated articles and furs.
- xviii. Property outside of the **existing structure**.

## Insurance broker or advisor

The authority intermediary who arranged this **policy** on **your** behalf. **Your insurance broker or advisor** details are shown on the **schedule**.

## Insured/you/your

The person(s), company, partnership, corporation or organisation specified in the **schedule**. Unless otherwise specified, **insured/you/your** will include both **insured**<sup>1</sup> and **insured**<sup>2</sup>.

### Insured<sup>1</sup>

The owner of the **existing structure** and the employer of **insured**<sup>2</sup>.

### Insured<sup>2</sup>

The contractor(s).

## Insured Damage

Physical loss or damage which is unforeseen and accidental and not otherwise excluded by this **policy**.

# DEFINITIONS

## Insured Property

- a. **Contract works** or parts thereof
- b. **Existing structures** or parts thereof

in respect of the **project**.

## Joint Code

The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation, 9th Edition dated October 2015, or any subsequent amendment to or revised edition thereof current at inception of this **policy**.

## Period of Insurance

This is the duration of this **policy**. It is stated in the **schedule**. The cover provided by Section 1 Extension 9 **Defects liability period** operates irrespective of the **period of insurance** shown in the **schedule**.

## Policy

The document which details the terms, Conditions and Exclusions applying to this agreement between **you** and **us**.

## Pollution or contamination

**Pollution**, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, **fungi**, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property

## Project

The construction/renovation works to be completed by **you** during the **period of insurance**

## Project site

The location of the **project**, as stated in the **schedule**.

## Schedule

This document contains details about **you** and the **insured property**. It also contains details of the **sums insured/limits of liability**, the premium payable by **you**, the **excess** and any **endorsements** to apply to this **policy**.

## Sum insured/limit of liability

The amount payable under this **policy** shall not exceed the **sum insured** or **limits of liability** shown in the **schedule** or such other sum or sums as may be substituted by **endorsement** or attached hereto.

## Territorial limits

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

## Vitiating act

Circumstances of fraud, misrepresentation, misdescription, non-disclosure or breach of any condition by an **insured** party or parties.

## We/us/our/insurer

Certain Underwriters at Lloyd's on behalf of Syndicate 2003 (XL Catlin).

# SECTION 1 – MATERIAL DAMAGE

## INSURING CLAUSE

Under this Section 1 **we** will reimburse **you** for **insured damage** to the **insured property** during the **period of insurance** from any cause other than as excluded under this **policy**.

## BASIS OF COVER

The cover under this Section 1 shall be on the basis of the actual cost of reinstatement or replacement of such property in either case in a condition equal to but not better or more extensive than its condition when new. **We** shall be entitled to repair, reinstate or replace any **insured property** under this Section 1 of this **policy** which may be lost or damaged or at **our** option pay the amount of the loss or damage in cash.

In the event of total or constructive total loss or destruction of such **insured property** the work of reinstatement or replacement may be carried out upon another location and in any manner suitable to **your** requirements subject to **our** liability not being thereby increased.

## EXTENSIONS

### 1. Reinstatement of **sum insured**

All sums paid or which may become payable hereunder in respect of **insured damage** to the **insured property** under this Section 1 shall immediately upon the happening of such **insured damage** be deducted from the **sum insured**.

The **sum insured** shall be reinstated upon cessation of the event giving rise to **insured damage** to the **insured property**, and **you** shall pay the appropriate additional premium on the amount of the **insured damage** to the **insured property** from the date thereof to the date of the expiry of the **period of insurance**. Where the amount of the **insured damage** to the **insured property** exceeds £100,000, any additional premium shall be disregarded for the purpose of any adjustment under General Condition 4. Premium Adjustment of this **policy**.

### 2. Professional Fees

This Section 1 is extended to include architects, surveyors, consulting engineers, management contractors or construction managers or construction consultants legal and other fees necessarily incurred in the reinstatement of the **insured property** consequent upon **insured damage** thereto but **we** shall not be liable for such fees incurred in preparing any **claim**.

The maximum amount payable under this Section 1 Extension shall not exceed the percentage specified in the **schedule** and is in addition to the Section 1 **sums insured**.

### 3. Debris Removal

This Section 1 is extended to include the costs and expenses of debris removal or disposal dismantling and/or demolition including temporary storage and/or protection of dismantled or demolished property and/or shoring and/or fencing cleaning or repairing drains and service mains forming part of the **insured property** incurred following **insured damage** to the **insured property**.

The maximum amount payable under this Section 1 Extension shall not exceed the amount stated in the **schedule** and is in addition to the Section 1 **sums insured**.

### 4. Expediting Expenses

This Section 1 is extended to include any extra costs incurred in respect of express delivery airfreight overtime Sunday and holiday rates of wages in connection with repairs or replacements following **insured damage**.

The maximum amount payable under this Section 1 Extension shall not exceed the amount stated in the **schedule** and is in addition to the Section 1 **sums insured**.

### 5. Loss Minimisation Expenditure

If expenditure is incurred by or on behalf of **you** to avert or minimise **insured damage** to the **insured property** and such expenditure averted or minimised otherwise **insured damage** to the **insured property**, then **we** will reimburse **you** for such expenditure.

## SECTION 1 – MATERIAL DAMAGE

Provided that the amount to be reimbursed is no greater than the cost of reinstatement of the otherwise **insured damage** to the **insured property** that was averted or minimised.

The maximum amount payable under this Section 1 Extension shall not exceed the amount stated in the **schedule** and is in addition to the Section 1 **sums insured**.

### 6. Hired In Plant

This Section 1 extends to reimburse **insured**<sup>1</sup> only in respect of construction plant and machinery hired in by **insured**<sup>1</sup> against their legal liability under a hiring agreement or otherwise to pay compensation for:

- i. **insured damage** to that construction plant and machinery.
- ii. continued hire charges incurred as a consequence of and due to the causes in 6 i. above.

In addition, **we** will pay all legal expenses for which **insured**<sup>1</sup> may be liable provided the conduct and control of any **claim** is vested with **us**.

Provided that no liability shall attach to **us** for hire charges accruing during the seventy-two (72) hours immediately following the occurrence of **insured damage**.

The maximum amount payable under this Section 1 Extension shall not exceed the amount stated in the **schedule** and is in addition to the Section 1 **sums insured**.

### 7. Reproduction of Plans and Documents

In the event of **insured damage** to plans documents records prepared in respect of the **contract works**, **we** will reimburse **you** for the cost (including computer time) incurred in order to reproduce such plans documents and records including all technical information contained thereon.

The maximum amount payable under this Section 1 Extension shall not exceed the amount stated in the **schedule** and is in addition to the Section 1 **sums insured**.

### 8. Public Authorities Clause

This Section 1 extends to include additional cost of reinstatement following **insured damage** in respect of:

- i. **insured property**,
- ii. undamaged portion(s) of the damaged **insured property**,

incurred to comply with Building Regulations or other Regulations under or framed in Pursuance of any European Community Legislation Act of Parliament or with Bye-Laws of any Municipal or Local Authority or any change by the Secretary of State or National Health Service to regulations with or without an Act of Parliament or any European Community Directive or any change in interpretation of existing regulations (collectively "Regulations").

This extension excludes costs incurred where notice has been served upon **you** to comply with such Regulations or Bye-Laws prior to **insured damage** to the **insured property** occurring or the amount of any charge or assessment arising out of capital appreciation which may be payable in respect of the **insured property** because of compliance with such Regulations or Bye-laws.

The maximum amount payable under this Section 1 Extension shall not exceed the amount stated in the **schedule** and is in addition to the Section 1 **sums insured**.

### 9. Defects liability period

The insurance by this Section 1 shall apply in respect of **insured damage** to the **insured property** during the **defects liability period** where such **insured damage** to the **insured property**;

- i. is caused by **insured**<sup>2</sup> in the course of the operations carried out in accordance with their obligations under the **defects liability period**, or
- ii. arises during the **defects liability period** from a cause which occurred after inception of this **policy**.

## SECTION 1 – MATERIAL DAMAGE

In respect of any part of the **contract works** for which a certificate of completion is issued prior to the issue of the full certificate of completion for the whole of the **project**, where such part is taken into use the cover provided herein during the **defects liability period** shall commence from the date of issue of the certificate of completion in respect of such part.

### 10. Temporary Repairs Clause

This Section 1 shall include the costs of effecting temporary repairs following **insured damage** to **insured property** in order that **contract works** may continue provided that **our** additional liability under this Section 1 Extension shall not exceed fifteen percent (15%) of the actual costs of the permanent replacement or repair.

### 11. Munitions of War

It is agreed that General Exclusion 2 (War Risk) will not apply to loss of or damage to the **insured property** arising from or occasioned by the detonation of munitions of war or parts thereof in or about the vicinity of the **project site** provided that the presence of such munitions does not result from a state of war that is current at the time of loss or damage.

### 12. Offsite Storage

In addition to the **sum insured** for **contract works** this **policy** extends to include offsite storage within the **territorial limits**.

The maximum amount payable under this Section 1 Extension shall not exceed the amount stated in the **schedule**.

### 13. Non-Invalidation

This Section 1 shall not be invalidated by any act or omission or by any alteration whereby the risk of loss or damage is increased unknown to or beyond the control of **insured** <sup>1</sup> provided that **insured** <sup>1</sup> shall as soon as practically possible give notice to **us** and pay an additional premium if required.

### 14. Alternative Accommodation Costs

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

- i. Additional costs incurred by **you** for alternative accommodation substantially the same as the damaged otherwise habitable **existing structure**.
- ii. Loss of rent due to **you** under a rental or lease agreement which **you** are unable to recover.

Provided that **you** obtain **our** consent unless immediate action was required for safety reasons.

### 15. Automatic Increase for contract works

If during the **period of insurance** and after commencement of the **contract works**, the estimated contract value is increased above the **sum insured** stated in the **schedule**, then such **sum insured** shall be automatically increased to the same amount provided that the amount shall not be more than one hundred and twenty five percent (125%) of that previously estimated contract value.

### 16. Trace and Access

This Section 1 is extended to include the cost to remove and replace part of the **existing structure** in order to locate the source of escape of a leak from any fixed tanks, apparatus, pipes or any fixed domestic heating installation.

The amount payable under this Section 1 Extension is in addition to the Section 1 **sums insured** and shall not exceed £25,000 for the **period of insurance**.

### 17. Unlimited Lock Replacement

This Section 1 is extended to include the cost of replacing the locks in the **existing structure** if the keys are lost or stolen.

The amount payable under this Section 1 Extension is in addition to the Section 1 **sums insured**.

# SECTION 1 – MATERIAL DAMAGE

## CONDITIONS

The following additional Conditions apply to Section 1 of this **policy**. These are additional to are the General Conditions which apply to all Sections of this **policy**.

### 1. The Joint Code of Practice

Where the contract price exceeds £2,500,000 **insured** <sup>2</sup> shall comply with the **Joint Code**.

Where **we** become aware of a breach of the **Joint Code**, **we** may inform **you** of the nature of the breach specifying the remedial measures required by **us** (the remedial measures) 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 (the notice) to **you** at **your** respective address(es). Under the terms of this or any subsequent notice **we** may suspend all cover at the **project site** from the date stated in the notice, but not being a date earlier than the date named for completion of the remedial measures, it being understood that upon suspension such cover shall be reinstated when **we** are satisfied that the remedial measures have been completed. Such notice shall be given by registered post, recorded delivery post, facsimile transmission or by hand.

This additional clause shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice, waive or remove the rights of **us** under the terms of this **policy**.

### 2. Marine 50/50 Clause

For **your** protection and benefit where separate marine insurance has been effected by **you** it is agreed that following **insured damage** to the **insured property** due to an event insured against under that marine insurance having been discovered after the risk has terminated under such marine insurance, and if after proper investigation it is not possible to ascertain whether the cause of such **insured damage** happened prior to the termination of the marine insurance or subsequently **we** will seek, subject to marine insurers agreeing, to contribute fifty percent (50%) of the properly adjusted **claim**. **Our** liability hereon shall be limited to a contribution of fifty percent (50%) of the **claim**, such contribution to be without prejudice to subsequent final apportionment of the **claim** as may be between **us** and the marine insurer in the light of the terms, Conditions and Exclusions of the various policies.

It is further agreed that in the event of a **claim** being adjusted under the terms of this Section 1 Condition, the **excess** hereunder to be borne by **you** shall be fifty percent (50%) of the amount stated in the **schedule** in respect of each and every occurrence.

### 3. Seventy-two Consecutive Hours Clause

Any **insured damage** to the **insured property** arising during any one period of seventy-two (72) consecutive hours caused by storm tempest flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence regarding the application of the **excess** provided for herein.

For the purpose of the foregoing the commencement of any such seventy-two (72) consecutive hours period shall be decided at **your** discretion however that there shall be no overlapping in any two or more such seventy-two (72) consecutive hours periods in the event of **insured damage** to the **insured property** having occurred over a more extended period of time.

## EXCLUSIONS

**We** shall not be liable for or provide cover in respect of:

### 1. Inventory Losses

Any loss of property caused by disappearance or by shortage which is only revealed when an inventory is made, stock check is undertaken, or is not traceable to a specific event.

### 2. Penalties

Penalties or fines of any type.



## SECTION 1 – MATERIAL DAMAGE

### 3. Money Documents and Personal Effects

Deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps gold platinum or silver articles watches or jewellery.

### 4. Pre Existing Defects

The cost of rectifying defects and/or damage which existed within the **existing structure** prior to the start of the **period of insurance**.

### 5. Piling and Underpinning

Loss or damage caused by or arising from any piling or underpinning activities forming part of the **contract works**, unless previously advised to **us**.

### 6. Wear and Tear

Loss or damage caused by normal upkeep, wear and tear, rust, gradual deterioration, oxidisation, erosion, corrosion, wet or dry rot, dampness, frost, shrinkage, marring or scratching, **fungi** or bacteria.

### 7. Defective Property

Loss or damage to and the cost necessary to replace repair or rectify:

- i. **contract works** which are in a defective condition due to a defect in design plan specification materials or workmanship of such **contract works** or any part thereof
- ii. **insured property** lost or damaged to enable the replacement repair or rectification of **contract works** excluded by i. above.

Exclusion 7i. above shall not apply to other **insured property** which is free of the defective condition but is damaged in consequence thereof.

For the purpose of this **policy** and not merely this Exclusion the **insured property** shall 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 **insured property** or any part thereof.

## SECTION 2 – THIRD PARTY LIABILITY

### INSURING CLAUSE

Under this Section 2 **we** will reimburse **insured**<sup>1</sup> against all sums which they shall become legally liable to pay as damages in respect of accidental:

- i. death of or bodily injury to or illness or disease of any person including legionnaires disease and/or the presence of the legionella virus,
- ii. loss of or damage to third party material property for which reimbursement is not provided under Section 1,
- iii. loss arising from interference to property or any easement, right of air, light, water or way or the enjoyment or use thereof by obstruction, trespass, loss of amenities, nuisance, stoppage of traffic or any like cause due or alleged to be due to the operations of **insured**<sup>1</sup>,

happening in connection to the **project** during the **period of insurance**, but prior to the commencement of the **defects liability period**.

### LIMIT OF LIABILITY ANY ONE EVENT

**Our** liability for all compensation payable to any claimant in respect of any one event or series of events arising out of any one original cause shall not exceed the amount stated in the **schedule** as the **limit of liability** for any one event but in the aggregate for the **period of insurance** in respect of **pollution or contamination**.

### EXTENSIONS

#### 1. Costs and Legal Expenses

**we** will reimburse **insured**<sup>1</sup> against:

- i. all costs and expenses of litigation incurred with **our** prior written consent in respect of a **claim** against **insured**<sup>1</sup> to which legal liability expressed in this Section 2 applies.
- ii. all claimants legal costs and expenses awarded against **insured**<sup>1</sup>.
- iii. the payment of the solicitors' fee incurred with **our** prior written consent for representation of **insured**<sup>1</sup> at any proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in any event which may be the subject of legal liability under this Section 2 or at any Coroner's Inquest or Fatal Accident Inquiry in respect of any such event.
- iv. legal costs and other expenses incurred with **our** prior written consent, and costs of the prosecution awarded against **insured**<sup>1</sup>, arising out of any prosecution of **insured**<sup>1</sup> including an appeal against conviction for a breach or alleged breach, during the **period of insurance**, of Part II of the Consumer Protection Act 1987 or any Health and Safety at Work legislation or the Construction Design Management Regulations, but **we** shall not be liable for any fines or penalties imposed.

Such costs and expenses shall be payable in addition to the **limit of liability** not exceeding a maximum of £50,000 Compensation for Court Appearance.

**We** will pay **insured**<sup>1</sup> at the undernoted daily rates for the attendance at court as a witness at **our** request in connection with a **claim** under this Section 2:

- v. **insured**<sup>1</sup>, including directors or partners £500
- vi. any employee £250

#### 2. Data Protection Act

This Section shall extend to apply in respect of compensation for damages arising out of any claim under Section 13 of the Data Protection Act 1998 not otherwise **insured** hereunder and first made against the **insured** during the **period of insurance**.

## SECTION 2 – THIRD PARTY LIABILITY

Provided that

- i. **our** liability for compensation costs and expenses shall for the purpose of this Section Extension apply in respect of the total of all **claims** during any one **period of insurance**
- ii. the **insured** has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- iii. **we** shall not provide any reimbursement
  - a. for ten percent (10%) of each **claim** subject to a minimum of £500 and a maximum of £5,000
  - b. against liability caused by or arising from a deliberate act by or omission of any person entitled to reimbursement under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - c. for the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
  - d. against liability caused by or arising from any incident or circumstances known to the **insured** at inception of this **policy** which may give rise to a **claim**
  - e. against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
  - f. against liability which attaches by virtue of a contract or agreement and would not have attached in the absence of such contract or agreement regardless of whether the sole conduct and control of **claims** is vested with **us**.

### 3. Defective Premises Act 1972

**We** will pay all sums in respect of liability which **insured** <sup>1</sup> incurs under Section 3 of the Defective Premises Act 1972 and Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising from injury or damage occurring after the cancellation or expiry of this Section 2.

Provided that:

- i. **we** shall not be liable for:
  - a. the cost of remedying any defect or alleged defect.
  - b. any damage to such premises.
  - c. any loss for which **insured** <sup>1</sup> is entitled to benefit, indemnity payment or reimbursement under any other insurance.
- ii. **we** shall only be liable for the **project site** retained by **insured** <sup>1</sup> in connection with the **project** prior to such cancellation or expiry.

### EXCLUSIONS

This Section 2 shall not apply to any liability in respect of:

#### 1. Deliberate Acts

Any occurrence which results from a deliberate act or omission of **insured** <sup>1</sup> and which could reasonably have been expected by **insured** <sup>1</sup> having regard to the nature and circumstances of such act or omission.

#### 2. Ownership of Vehicles Vessels or Craft

- i. The ownership possession or use of any vessel or craft (other than hand propelled boats) made or intended to float on or in or travel on or through water or air if such vessel or craft is owned leased hired borrowed or operated by **insured** <sup>1</sup>.
- ii. The loading or unloading of vessels or craft.
- iii. Liability compulsorily insurable by **insured** <sup>1</sup> under the provisions of any Road Traffic Act legislation.

## SECTION 2 – THIRD PARTY LIABILITY

### 3. Employers Liability

Death of or bodily injury to or illness or disease of any person under a contract of service or apprenticeship with **insured**<sup>1</sup> arising out of and in the course of the employment of that person by **insured**<sup>1</sup>.

### 4. Pollution and Contamination

- i. Personal injury or bodily injury or loss of, damage or destruction to, or loss of use of property arising out of seepage, **pollution or contamination** unless the seepage, **pollution or contamination** is caused by a sudden, unintended and unexpected happening during the **period of insurance**.
- ii. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, **pollution or contamination** is caused by a sudden, unintended and unexpected happening during the **period of insurance**.
- iii. Fines, penalties, punitive or exemplary damages arising from seepage, **pollution or contamination**.

### 5. Professional Indemnity

Liability arising out of professional advice given by **insured**<sup>1</sup> for a fee or in circumstances where a fee would normally be charged except in respect of the Insuring Clause of this Section 2.

### 6. Insured Property

Any loss or damage to the **insured property**.

### 7. Overseas Jurisdiction

Any **claims** brought or settled in the courts outside of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### 8. Fungi or Bacteria

Any liability caused by or contributed to by or arising from **fungi** or bacteria. This Exclusion will apply regardless of whether or not the presence of **fungi** or bacteria is caused by or contributed to by results from **insured damage**.

### 9. Asbestos

This Section 2 shall not apply to and does not cover any actual or alleged liability whatsoever for any **claim** or **claims** in respect of loss or losses arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

## SECTION 3 – HOUSEHOLD CONTENTS

### INSURING CLAUSE

Under this Section 3 **we** will reimburse **insured**<sup>1</sup> only, up to the **sum insured** stated in the **schedule** for **insured damage** to **your household contents** within the **existing structure** provided that this **policy** also provides cover for the **existing structure** at the time of the **insured damage**.

### BASIS OF COVER

The cover under this Section 3 shall be on the basis of:

For **household contents** other than clothes, pedal cycles, domestic gardening equipment, motorised mobility scooters, electric wheelchairs and power chairs:

- i. in the case of **insured damage** which can be repaired, the cost of repairs necessary to restore the damaged **household contents** to the condition present immediately before the event of the **insured damage**, less any salvage enjoyed by **you**; or
- ii. in the case of **insured damage** which cannot be repaired, the replacement value of the damaged **household contents**, less any salvage enjoyed by **you**;

Despite i. and ii. above **we** will only pay up to fifty percent (50%) of the cost of replacing any undamaged parts of the **household contents** which form part of a pair, set, suite or part of a common design or function. Such a payment will be considered by **us** as part of the **insured damage** and subject to the **household contents sum insured**.

For **household contents** which are clothes, pedal cycles, domestic gardening equipment, motorised mobility scooters, electric wheelchairs and power chairs, **we** will pay:

- iii. in the case of **insured damage** which can be repaired, the cost of repairs necessary to restore the damaged **household contents** to the condition present immediately before the event of the **insured damage**, less any salvage enjoyed by **you**; or
- iv. in the case of **insured damage** which cannot be repaired, the current value of the **household contents** at the time of the **insured damage**. The current value of the **household contents** will be calculated by reference to the market value immediately before the **insured damage**, having due regard to its state of repair and condition at that time, less the value of any salvage enjoyed by **you**.

**We** shall be entitled to repair, reinstate or replace any **insured property** under Section 3 of this **policy** which may be lost or damaged or at **our** option pay the amount of the loss or damage in cash.

### CONDITIONS

The following additional Conditions apply to Section 3 of this **policy**. These are additional to are the General Conditions which apply to all Sections of this **policy**.

#### 1. Existing Structure Security

**We** will not pay for any **insured damage** to **household contents** within the **existing structure** unless the **existing structure** is:

- i. when left unoccupied; secured with locked deadlocks on all external doors, and secured with either locked window locks on all windows, and/or window security screens, and/or security mesh or bars, and
- ii. not left unoccupied for any period exceeding seventy-two consecutive hours immediately prior to any **insured damage**.

In all cases, any locking devices present must have their keys removed.

Any additional security systems present within the **existing structure** at the commencement of the **period of insurance** that are not due to be replaced as part of the **contract works** must be maintained in full working order and set whenever the **existing structure** is left unattended.

## SECTION 3 – HOUSEHOLD CONTENTS

### 2. Adequacy of household contents sum insured

The **sum insured** specified in the **schedule** for **household contents** must not be less than the total cost of replacing or repairing the **household contents**.

If in the event of **insured damage** the **sum insured** for **household contents** is less than the cost of replacing or repairing the **household contents** at the time of **insured damage**, then the amount recoverable by **you** under this **policy** in respect of the **household contents** will be reduced by such proportion as the **sum insured** bears to the amounts required to be insured.

For example, if **your household contents sum insured** only covers one half of the cost of replacing or repairing the **household contents**, **we** will only pay one half of the cost of repair or replacement.

## SECTION 4 – NON-NEGLIGENT INDEMNITY

### INSURING CLAUSE

Under this Section 4 **we** will indemnify **insured**<sup>1</sup> only in respect of any expense, liability, loss, claim or proceedings which **insured**<sup>1</sup> may incur or sustain by reason of damage to any property caused by collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the **contract works** insured hereunder.

**We** will pay costs and expenses incurred with **our** written consent in the defence investigation or settlement of any **claim** hereunder.

### LIMIT OF LIABILITY ANY ONE EVENT

**Our** liability for all compensation payable to any claimant in respect of any one event or series of events arising out of any one original cause shall not exceed the amount stated in the **schedule** as the **limit of liability** for any one event but in the aggregate for the **period of insurance** in respect of **pollution or contamination**.

### EXCLUSIONS

This Section 4 shall not apply to any liability in respect of:

#### 1. Contractor Negligence

Loss or damage caused by the negligence, omission or default of any contractor, including **insured**<sup>2</sup>, servants or agents and/or any sub-contractor, their servants or agents.

#### 2. Design Errors

Loss or damage attributable to errors or omissions in the designing of the **contract works**.

#### 3. Inevitable Loss or Damage

Loss or damage which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution.

#### 4. Other Insurances

Loss or damage for which cover is provided under any other **policy** effected for the benefit of **insured**<sup>1</sup>.

#### 5. Insured Property

Loss or damage to the **insured property**.

#### 6. Financial Penalties

Penalties under contract or any fine or other sum payable by way of damages for breach of contract.

#### 7. Pollution and Contamination

Loss or damage which arises from, **pollution or contamination** unless such, **pollution or contamination** is directly caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

All, **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

# GENERAL EXCLUSIONS

**We** shall not be liable for or provide cover in respect of:

## 1. Radioactive Contamination Chemical, Biological, Bio-Chemical and Electromagnetic Weapons

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The Exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
- v. any chemical, biological, bio-chemical, or electromagnetic weapon.

## 2. War Risks

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

## 3. Confiscation

Loss or damage directly or indirectly occasioned by, happening through or in consequence of 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.

## 4. Sonic Bang

Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

## 5. Cyber Attack

Loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

## 6. Terrorism

Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:

- a. Any legal liability whatsoever nature; or
- b. Death or injury to any person, caused by or contributed to by arising from biological or chemical contamination due to or arising from:
  - i. An **act of terrorism**; and/or
  - ii. Steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.

This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.



# GENERAL EXCLUSIONS

## 7. The Excess

The amount(s) stated in the **schedule** that **you** have to pay towards the cost of each and every loss arising out of any one event.

## 8. Territorial Limits

Loss, damage or liability occurring or arising outside of the **territorial limits**.

# GENERAL CONDITIONS

The following General Conditions apply to this **policy**.

## 1. Multiple Insureds Clause

- i. If **you** comprise more than one insured party each operating as a separate and distinct entity then, except as provided in this Multiple Insureds Clause, cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability **we** have to all of the insured parties collectively shall not exceed the **sums insured** and/or Limits of Indemnity including any inner limits set by Extension or **endorsement** stated in this **policy**.
- ii. Any payment or payments by **us** to any one or more such insured parties shall reduce to the extent of that payment for **our** liability to all such parties arising from any one event giving rise to a **claim** under this **policy** and (if applicable) in the aggregate.
- iii. At all times the insured parties must preserve the various contractual rights and agreements they have and the contractual remedies of such parties in the event of loss or damage.
- iv. A **vitiating act** committed by one insured party shall not prejudice the right to benefit, reimbursement or indemnity of any other insured party who has an insurable interest and who has not committed a **vitiating act**.
- v. **We** hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a **vitiating act** in which circumstances **we** may enforce such rights in spite of the continuing or former status of the vitiating party as an insured party.
- vi. The lenders to the **project** shall not be entitled to any benefit indemnity payment or reimbursement under this **policy** for or arising from loss or damage in respect of which **we** are because of a **vitiating act** no longer liable to indemnify pay or reimburse any one or more other insured party.

## 2. Observance

The due observance and fulfilment of the terms and Conditions of this **policy** so far as they relate to anything to be done or complied with by **you** and the truth of the information supplied shall be an important Condition to any liability **we** have to make any payment under this **policy**.

## 3. Precautions

- i. **You** shall take and cause to be taken all reasonable precautions to prevent injury illness loss or damage and to comply with all statutory obligations and regulations imposed by any authority.
- ii. **You** shall take all practicable steps including notifying the Police as soon as practicably possible in the case of property lost or stolen or wilfully damaged, to recover any property lost and in the case of theft or wilful damage, to discover the guilty person or persons and have such person or persons prosecuted at **our** expense.
- iii. **You** shall take all reasonable precautions to maintain in efficient condition all plant and appliances used in connection with the contract and **we** or **our** appointed representatives shall at all reasonable times have access to examine such plant and appliances. **You** shall also take and cause to be taken all reasonable precautions for the safety of the **insured property** and in the event of an occurrence covered by this **policy** shall take such immediate action as is required to avert or minimise the loss.

## 4. Premium Adjustment

**You** shall as soon as practicable after the **project** has been completed furnish to **us** a declaration of the actual total final contract value and actual completion date and **we** may adjust the premium in proportion with the previous advised contract value, but subject to a minimum premium to be retained by **us**, as specified in the **schedule**.

# CLAIMS CONDITIONS

## 1. Notification Details for Claims

Please notify Cunningham Lindsey Loss Adjusters by telephone or email:

Telephone: 0345 266 7632

Email: Ensurance-Azur@cl-uk.com

## 2. Claims Notification

In the event of a **claim** or possible **claim** under this **policy**:

- i. **You** must notify Cunningham Lindsey as soon as practicably possible giving full details of what has happened.
- ii. **You** must provide Cunningham Lindsey with written details of what has happened as soon as practicably possible and provide any other information they may require.
- iii. **You** must inform the Police as soon as practicably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- iv. After notification, every letter claim writ summons and process shall be forwarded by **you** to **us** on receipt. No admission, offer, promise, payment or reimbursement shall be made or given by or on behalf of **you** without **our** prior written consent which shall not be unreasonably withheld, and **we** shall be entitled to take over and conduct in **your** name the defence or settlement of any **claim** or to prosecute in **your** name for **your** own benefit any **claim** and shall have full discretion in the conduct of any proceedings and in the settlement of any **claim**.

For the purposes of this Claims Condition notification to Cunningham Lindsey will be deemed to comply with any of the above "Claims Notification" requirements to **us**.

If **you** fail to comply with any of the above notification duties, **we** may not pay **your claim**.

## 3. Claims Co-operation

- i. **You** shall give all such assistance as **we** may require but **you** shall not be required to contest any legal proceedings unless it is mutually agreed upon by **you** and **us** that such proceedings could be contested with the probability of success.
- ii. **You** shall, if required by **us** or **our** appointed representatives, produce or give access to any property alleged to be damaged.
- iii. **Your** property shall remain **yours** at all times. **We** will not take ownership of, accept liability for, sell or dispose of any of **your** property unless **we** agree with **you** in writing that **we** shall do so.

If **you** fail to co-operate **we** may not pay **your claim**.

## 4. Our Claims Rights

- i. **We** may take full responsibility for conducting, defending or settling any **claim** in **your** name.
- ii. **We** will take any action **we** consider necessary to enforce **your** rights or **our** rights under this **policy**.
- iii. **We** will not pay any **claim** if any loss, damage or liability covered under this **policy** 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 **policy** not been effected.

## 5. Claims Your Additional Duties

- i. **You** must take all care to limit any loss, damage or injury.
- ii. **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a **claim**.

If **you** fail to comply with any of the above duties, **we** may not pay **your claim**.

# CLAIMS CONDITIONS

## 6. Discharge of Liability

In connection with any claim against **you**, **we** may at any time pay to **insured**<sup>1</sup> the **sum insured** under Section 2 – Third Party Liability and/or Section 4 – Non-negligent Indemnity (after deduction of any sums already paid in respect of such **claim** during the **period of insurance** as damages) or any lesser amount for which such claim can be settled and thereupon **we** shall relinquish the control of such **claim** and be under no further liability in connection therewith except for costs and expenses for which **we** may be responsible in respect of matters prior to the date of such payment.

## 7. Fraudulent Claims

If **you**, or anyone acting for **you**, makes a fraudulent **claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- a. will not be liable to pay the **claim**; and
- b. may recover from **you** any sums paid by **us** to **you** in respect of the **claim**; and
- c. may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under 7c. above:

- i. **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a **claim**, or the notification of a potential **claim**), and
- ii. **we** need not return any of the premium paid.

## 8. Making a **claim**

**You** must give to **us** as soon as practicably possible notice in writing of:

- i. any **claim** made against **you** which is likely to fall within the scope of this **policy**.
- ii. any circumstances of which **you** shall become aware which are likely to give rise to such a **claim** being made against **you**.

**We** shall be entitled to refuse to pay any **claim** under this **policy** in its entirety if such notice is not received.

# COMPLAINTS PROCEDURES

## QUESTIONS AND COMPLAINTS

It is always **our** intention to provide a first-class standard of service. However, if **you** have any questions or concerns about this **policy** or the handling of a **claim** please contact Azur or Ensurance using the details below or **your insurance broker or advisor** through whom this **policy** was arranged.

For Azur:

Customer Relations  
Private Client Group  
Azur  
4 Christopher Street  
London  
EC2A 2BS

Telephone: +44 (0)20 3319 8907

Email: [info@azuruw.com](mailto:info@azuruw.com)

Online: <http://www.azuruw.com/contact-us>

Lines are open Monday to Friday from 9.15am to 5pm, excluding bank holidays.

For Ensurance:

Tim James  
Chief Executive Officer  
Ensurance UK Limited  
2nd Floor, 10 Philpot Lane  
London  
EC3M 8AA.

Email: [tim.james@ensuranceuk.com](mailto:tim.james@ensuranceuk.com)

Telephone: +44 (0)20 3941 7700

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to:

Complaints Manager  
Catlin Underwriting Agencies Limited  
20 Gracechurch Street  
London  
EC3V 0BG

Email: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)

Telephone: +44 (0)20 7743 8487

If **you** remain dissatisfied after **we** have considered **your** complaint, **you** can refer **your** complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyds at:

Lloyd's Complaints  
One Lime Street  
London  
EC3M 7HA

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If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or **you** have not received a decision by the time Catlin Underwriting Agencies Limited and Lloyd's have taken eight weeks overall to consider **your** complaint, **you** can refer **your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

From within the United Kingdom

Telephone: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone: +44 (0) 20 7964 1000

Fax: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Underwriting Agencies Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

Making a complaint does not affect **your** right to take legal action.

## COMPENSATION

Catlin Underwriting Agencies Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this **policy**. If **you** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)



For more information,  
please contact us at:

Azur Underwriting Limited  
4 Christopher Street  
London  
EC2A 2BS

Telephone:  
+44 (0)20 3319 8888

[www.azuruw.com](http://www.azuruw.com)

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