



Mi Specialty

Residential Development Insurance Policy Wording

January 2024

Residential Development Insurance Policy

This Policy is a legally binding contract which You have made with the Insurer and is based on the information You have provided in Your signed Proposal form or statement of insurance and any other information You have provided.

The Insurer has agreed to provide the insurance described in this Policy or in any endorsement applying to this Policy for the Period of Insurance specified in the Schedule. The insurance provided by this Policy covers loss, damage, destruction, accident or liability that happens during the Period of Insurance, in accordance with the Sections of the Policy shown in the Schedule for which You have paid or agreed to pay the premium. The Insurer will indemnify or compensate You by payment or, at their option, replace reinstate or repair lost, damaged or destroyed property.

The Policy contains many Sections and the Schedule identifies the Sections that are operative. A new Schedule will be issued to record any amendments to the cover. Please refer to the replacement documents and the Policy to see what cover is currently in force. Any expression to which a specific meaning has been attached shall bear that meaning wherever it appears.

The Proposal or statement of insurance, the Policy, the Schedule (including any additional or replacement Schedule) and any endorsements form the contract and should be read together.

A different Insurer may provide the cover under certain Sections of this insurance. The name of the Insurer providing cover under that Section will be shown in the Section and on the Schedule.

Unless the Insurer and You agree otherwise, this Policy shall be subject to and construed solely in accordance with the Law of England and Wales. The Insurer and You agree that all disputes arising out of or in connection with this Policy shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

The Insurers hold data in accordance with the Data Protection Act 1998. It may be necessary for the Insurers to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, the Insurers may share information You give them with other organisations and public bodies, including the Police, who access and update various databases. If You give the Insurers false or inaccurate information and they suspect fraud, they will record this and the information will be available to other organisations that have access to the databases. The Insurers can supply details of the databases they access or contribute to on request.

Signed for and on behalf of the Insurers



James Wheddon

Director

Mi Specialty

About Mi Specialty and Your Insurers

This Insurance product has been arranged by Mi Specialty on behalf of the under noted Insurers named herein:

Mi Specialty Ltd, Registered in England and Wales (No: 07313009). Registered office: Affinity House, Bindon Road, Taunton, Somerset TA2 6AA. Mi Specialty Ltd is authorised and regulated by the Financial Conduct Authority FRN: 969896. Mi Specialty Ltd is part of the Lloyd & Whyte Group.

All Sections are underwritten by:

HSB Engineering Insurance Limited

This Section is underwritten by HSB Engineering Insurance Limited, registered in England and Wales: 02396114, New London House, 6 London Street, London EC3R 7LP. Registered as a branch in Ireland: 906020. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN:202738).

Definitions

Asbestos

Asbestos shall mean crocidolite amosite chrysotile fibrous actinolite anthophyllite or fibrous tremolite or any mixture containing any of those materials.

Asbestos Containing Materials

Asbestos containing materials shall mean any material containing **asbestos** or **asbestos dust**.

Asbestos Dust

Asbestos dust shall mean the fibres or particles of **asbestos**.

Contract

Contract shall mean any written and legally binding contract for the provision of construction services within which **you** are a contracted party.

Contract Works

Contract works shall mean construction activities undertaken in performance of the **contract**, including permanent and temporary works and materials, and **free issue materials**, as detailed in the Schedule and carried out within the **territorial limits**, where the **original estimated contract price** does not exceed the amount stated in the Schedule.

Denial of Service Attack

Denial of service attack shall mean any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability of networks network services network connectivity or information systems.

This definition of **denial of service attack** includes but is not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between or amongst networks.

Excess

Excess shall mean the amount of a claim not payable by **us** and which shall be deducted after calculation of the amount payable under a claim.

Existing Structure

Existing structure shall mean the structure of the buildings, including **your** fixtures and fittings foundations yards paths roads hoardings and walls around and pertaining to the building, excluding:

- (a) telephone gas water and electricity metres, pipes cables and the like.
- (b) any property which is underground or in adjoining yards or roadways.
- (c) gates fences or moveable property in the open.
- (d) drains sewers or water courses, and any costs in cleaning or making good.

Free Issue Materials

Free issue materials shall mean materials supplied by **you** for incorporation into the **contract works** and for which **you** or **your** contractor(s) or sub-contractor(s) are responsible, but which have not been included in the **original estimated contract price**, and provided that the total value of the **free issue materials** shall be included in any declaration made under the Premium Adjustment Clause of this Policy.

Hacking

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data whether it be **your** property or not.

Hired In Plant

Hired in plant shall mean mechanical electrical or manually powered implements, materials containment preparation and handling equipment, scaffolding staging ladders and similar equipment, site huts cabins or similar contractors plant and equipment hired in by **you**.

Hired in plant shall not include any contractors plant or equipment on a hire purchase or lease agreement or that which is on free loan to **you**.

Injury

Injury shall mean the bodily injury mental injury death disease illness wrongful arrest or false imprisonment.

Insured Property

Insured property shall mean only that property insured by this Policy and described in the Schedule.

Joint Code

Joint code shall mean The Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Eighth edition: July 2012 or any subsequent amendment or revision of the code current at the commencement of the **contract**.

Notice of Adjudication

Notice of adjudication shall mean any notice issued by a party to the **contract** to which the Housing Grants Construction and Regeneration Act 1996 applies, and stating the intention to refer a dispute under the **contract** to adjudication.

Original Estimated Contract Price

Original estimated contract price shall mean the estimated or quoted value of the **contract works** prior to commencement of the **contract** and including any other costs in connection with the **contract**.

Owned Plant

Owned plant shall mean mechanical electrical or manually powered implements, materials containment preparation and handling equipment, scaffolding staging ladders and similar equipment, site huts cabins or similar contractors plant and equipment owned by **you**.

Period of Insurance

Period of insurance shall mean the period of time that the cover provided by this Policy applies. This is shown in the Schedule.

Person Employed

Person employed shall mean any person under any contract of employment service or apprenticeship with **you**, or any of the following persons whilst working for anyone in connection with the **contract**:

- (i) any contractor subcontractor or any servant or agent of **yours**, or any contractor or subcontractor or other insured parties.

- (ii) any labour master or labour only subcontractor or person supplied by any contractor or subcontractor.
- (iii) any self-employed person.
- (iv) any person who is lent borrowed or hired by **you**, including persons on secondment from overseas countries.
- (v) any trainee or person undergoing work experience.
- (vi) prospective employees being assessed by **you** as to their suitability for employment.
- (vii) any voluntary helper.

Remedial Measures

Remedial measures shall mean the actions required by **us** following known breaches of the **joint code**.

Territorial Limits

Territorial limits shall mean the United Kingdom, the Channel Islands or the Isle of Man.

Transit

Transit shall mean the carriage of the **insured property** within the **territorial limits** to or from the site of the **contract**, including loading on to and unloading from the conveyance used but excluding any transit by sea or air.

Virus or Similar Mechanism

Virus or similar mechanism shall mean any program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not.

This definition of **virus or similar mechanism** includes but is not limited to Trojan horses, worms and logic bombs.

We/Us/Our

We/us/our shall mean HSB Engineering Insurance Limited.

You/Your/Yours

You/your/yours shall mean the insured as shown in the Schedule.

Cover

SECTION 1: Contract Works and Existing Structure

We will indemnify **you** during the **period of insurance** in respect of physical loss of or damage to:

The **contract works** on or adjacent to the site of the **contract** including whilst in **transit**.

The **existing structure** at the **contract** site.

SECTION 2: Owned Plant

We will indemnify **you** during the **period of insurance** in respect of physical loss of or damage to:

Owned plant on or adjacent to the site of the **contract works** and whilst in **transit** to or from the site of the **contract works**.

SECTION 3: Hired In Plant

We will indemnify **you** during the **period of insurance** in respect of **your** legal liability for:

Hired in plant where **you** are liable under the terms of its hiring conditions to pay for:

- (a) physical loss of or damage to the **hired in plant**,
- (b) continuing hiring charges for the **hired in plant** following physical loss or damage insured under (a),

whilst on or adjacent to the site of the **contract works** and whilst in **transit** to or from the site of the **contract works**.

Where legal proceedings have been defended with **our** written consent **we** will pay all legal expenses for which **you** may be liable.

SECTION 4: Public Liability

We will indemnify **you** during the **period of insurance** in respect of **your** legal liability for:

Compensation and claimants costs and expenses incurred with **our** written consent in respect of:

- (a) accidental **injury** of any person.
- (b) accidental loss of or damage to property.
- (c) nuisance trespass to land or interference with any easement right of air light water or way, other than legal liability for damages which result from a deliberate act or omission by **you** or which is a natural consequence of the ordinary conduct of the **contract**, and which could reasonably have been expected by **you** having regard to the nature and circumstances of such act or omission, occurring within the **territorial limits** and arising out of or in connection with the **contract**.
- (d) costs of legal representation at:
 - (i) any coroner's inquest or inquiry in respect of any death,
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in a), b) or c) above,which may be the subject of indemnity under this Section.
- (e) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under (a), (b) or (c) above.

SECTION 5: Your Non-negligence Liability

We will indemnify **you** during the **period of insurance** in respect of **your** legal liability for:

Any expense liability loss claim or proceedings which **you** may incur or sustain by reason of **injury** or 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**.

Limits of Liability

The total amount payable by **us** in respect of any claim irrespective of the number of parties insured by this Policy shall not exceed in whole the total Sum Insured, or in respect of any item of **insured property** its Sum Insured or any other stated limit.

For the purpose of the Sum Insured/Limit of Liability or Indemnity, all of the parties insured under this Policy shall be treated as one party or legal entity so that there will be only two parties to this contract of insurance, namely **you** and **us**, both as defined herein.

Our liability in respect of any one loss or series of losses arising from any one occurrence under:

SECTION 1: Contract Works and Existing Structure

Contract Works

Shall not exceed 115% of the **original estimated contract price** stated as the Sum Insured in the Schedule including the value of **free issue materials** plus any amount payable under Additional Cover 5 Dismantling or Demolition.

Existing Structure

Shall not exceed 115% of the **existing structure** rebuild value stated as the Sum Insured in the Schedule.

SECTION 2: Owned Plant

Shall be limited to the market value of the **insured property** concerned at the time of the loss, and in aggregate to the Sum Insured Any One Occurrence stated in the Schedule.

However where the age of the **owned plant** from its original date of manufacture is one year old or less at the occurrence of the physical loss or damage, the amount payable shall, subject to a maximum of the Sum Insured Any One Occurrence shown in the Schedule, be:

- (a) Where **insured property** is lost or damaged to the extent that repair is uneconomic or impractical, its replacement by new property of equal performance or capacity or if impossible its replacement by property having the nearest higher performance or capacity to the **insured property** lost or damaged.
- (b) Where the **insured property** is damaged the repair of the damage and the restoration of the damaged

portion of the **insured property** to a condition substantially the same as but not better or more extensive than its condition when new.

Provided that:

- (i) **Our** liability for loss or damage shall not exceed the Sum Insured stated in the Schedule.
- (ii) Repair or replacement must be commenced promptly, and in any event completed within six months after the loss or damage or within any further time as **we** may allow.
- (iii) No payment beyond the amount which would have been payable if this basis of settlement had not been incorporated shall be made until the cost of repair or replacement has been incurred.
- (iv) No payment beyond the amount which would have been payable if this basis of settlement had not been incorporated shall be made, if at the time of any loss or damage to the **insured property** it shall be covered by any other insurance held by or on behalf of **you** which differs in basis of settlement from this insurance.
- (iv) Where by reason of the above provisions no payment is made beyond the amount which would have been payable if this basis of settlement had not been incorporated, the rights and liability of both **you** and **us** in respect of loss or damage shall be subject to the terms Conditions and Exclusions of this Policy as if this condition had not been incorporated.

SECTION 3: Hired In Plant

Shall be limited to the Sum Insured Any One Occurrence shown in the Schedule.

SECTION 4: Public Liability

Shall be limited to the Limit of Liability shown in the Schedule, including all extensions, additional clauses and memoranda.

SECTION 5: Your Non-negligence Liability

Shall be limited to the Limit of Liability shown in the Schedule, including all extensions, additional clauses and memoranda.

Additional Cover Applying to Section 1: Contract Works and Existing Structure

Where these additional covers introduce financial limits, **we** accept that the financial limits are in addition to the Sum Insured shown in the Schedule.

This Policy is extended to include:

1. Additional Interests

The interest of **your** contractor(s) or sub-contractor(s), but only to the extent to which that interest is required to be insured by the terms of the **contract**.

2. Plans and Documents

Clerical costs necessarily incurred in re-writing or reproducing plans drawings or other **contract** documents damaged within the **territorial limits**, provided that **our** liability shall not exceed £25,000 in respect of any one occurrence of physical loss or damage.

3. Maintenance

Physical loss of or damage to the **contract works**:

- (a) occurring during any maintenance period rectification period or defects liability period specified in the conditions of the **contract**, arising from a cause occurring whilst in **transit** or at the site prior to the commencement of the maintenance period rectification period or defects liability period but after the inception date of this Policy.
- (b) caused by **your** contractor(s) or sub-contractor(s) during the course of any operations carried out by them for the purpose of complying with their obligations under the **contract** in respect of any maintenance period rectification period or defects liability period.

The duration of the **period of insurance** shown in the Schedule is extended to the extent required by any **contract** requirement for any maintenance period rectification period or defects liability period.

The cover provided during this duration extension is limited only to that provided by this Additional Cover number 3 Maintenance.

4. Tracing a Leak

The costs incurred by **you** to find the point of escape of water from any plumbing or heating systems installed by **you** or **your** contractor(s) or sub-contractor(s) for the purpose of the **contract**, provided that **our** liability in respect of this Additional Cover shall not exceed £100,000 any one loss.

5. Dismantling or Demolition

The costs and expenses necessarily incurred in respect of:

- (a) removal of debris,
- (b) dismantling or demolition,
- (c) shoring or propping up,
- (d) clearance of drains and sewers,
- (e) dewatering,

resulting from physical loss of or damage under Section 1 of this Policy, and for which liability is admitted.

Cover also extends to include the cost of removal of debris arising from unauthorised tipping or inundation of the site, but only occurring after commencement of the **contract**.

Provided that **our** liability in respect of this Additional Cover shall not exceed £50,000 any one loss.

6. Off Site Storage

Materials and goods for which **you** are responsible (other than items of stock property materials or equipment intended for sale), intended for inclusion in any **contract works** covered by this Policy whilst temporarily stored within the **territorial limits**, provided that **our** liability in respect of this Additional Cover shall not exceed £100,000 any one loss.

7. Architects Surveyors and Consulting Engineers Fees

Architects Surveyors Consulting Engineers and other professional fees necessarily incurred in the reinstatement of the **insured property** following loss or damage for which cover is provided by this Policy, but not such fees incurred for the preparation of a claim.

8. Local Authorities Clause

The additional cost of reinstatement of the **insured property** incurred solely by reason of necessity to comply with European Union Legislation for building and other regulations under or framed in pursuance of any Act of Parliament or with the Bye-Laws of any Municipal or Local Authority, which has been lost or damaged but excluding:

- (a) costs incurred in complying with any of the said Regulations or Bye-Laws:
 - (i) in respect of damage occurring prior to the granting of this extension under which notice has been served on **you** prior to the occurrence of the physical loss or damage.
 - (ii) in respect of undamaged property or portions of undamaged property other than foundations.
- (b) the amount of any tax rate duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof, by reason of compliance with any of the said Regulations or Bye-Laws.

The work of reinstatement must be commenced and carried out with reasonable despatch, and may be carried out wholly or partially upon another site subject to **our** liability under this Additional Cover not being thereby increased.

9. Contract Conditions

The period of 14 days following the issue of a certificate of completion, if required by the terms and conditions of the **contract**.

This Additional Cover does not extend to provide cover for any loss or damage caused by or arising out of the use or occupation by **you**, the purchaser or principal, nor their agents servants or any contractors (not being employed by **you**) of any part of the **insured property**.

10. Alternative Accommodation

The reasonable costs of renting similar accommodation following physical loss of or damage to the **existing structure** or **contract works** which causes a delay in the anticipated completion date of the **contract** of more than 30 days from the original **contract** completion date, and where the accommodation on the site of the **contract** is not fit for human habitation.

Provided that **our** liability in respect of this Additional Cover shall not exceed £25,000 any one loss.

We will not pay for accommodation costs incurred during the first 30 days after the original **contract** completion date.

Additional Cover Applying to Section 2: Owned Plant & Section 3: Hired in Plant

Where these additional covers introduce financial limits, **we** accept that the financial limits are in addition to the Sum Insured shown in the Schedule.

This Policy is extended to include:

1. Immobilised Plant

Costs necessarily incurred in the recovery of unintentionally immobilised plant or equipment (other than plant or equipment working underground or underwater), provided that recovery is not necessitated by or in consequence of:

- (a) its own electrical or mechanical breakdown derangement failure or explosion,
- (b) failure to maintain the **insured property** in accordance with manufacturers recommendations,

Provided that **our** liability in respect of this Additional Cover shall not exceed:

- (i) £25,000 in respect of any loss or series of losses arising from a single occurrence, or
- (ii) the sum which would have been payable had the costs not been incurred,

whichever is the lower.

We shall not be liable for any loss or damage caused by the process of recovery.

2. Contents Of Site Huts

Contents of site huts but excluding:

- (a) computers and their peripheral equipment, or
- (b) items excluded elsewhere in this Policy.

Provided that **our** liability in respect of this Additional Cover shall not exceed £5,000 any one loss.

Additional Cover Applying to Section 4: Public Liability

Where these additional covers introduce financial limits, **we** accept that the financial limits are in addition to the Sum Insured shown in the Schedule.

This Policy is extended to include:

1. Court Attendance Compensation

Costs necessarily incurred in relation to **you** or **your** employees attending court as a witness at **our** request in connection with a claim for which **you** are entitled to indemnity under this Section.

Provided that **our** liability in respect of this Additional Cover shall not exceed:

- (a) £500 per day in **your** respect, and / or
 - (b) £250 per day in **your** employees respect,
- for each day **we** require attendance.

2. Additional Interests

The interest of **your** contractor(s) or sub-contractor(s), but only to the extent to which that interest is required to be insured by the terms of the **contract**.

Conditions Applying to Section 1: Contract Works and Existing Structure

1. Unattended Existing Structures

In respect of any **existing structure** that is left unattended:

- (a) the gas water and electricity are to be turned off at the mains.
- (b) all doors windows or other points of access shall be secured and any alarm protection put into effective operation.
- (c) the **existing structure** is made weatherproof.
- (d) the **existing structure** is inspected by **you** at least once every seven days, and any defect found by such inspection shall be rectified immediately.

2. Home Survey Report & Pre-existing Defects

We will require to be supplied with a home survey report on any **existing structure** insured under this Policy prior to the commencement of the **period of insurance**.

Where such a report is not available or not provided to **us** prior to the commencement of the **period of insurance**, in the event of physical loss of or damage to the **existing structure** the onus of proof will be upon **you** to prove that the loss or damage was not caused by, or did not result from, a pre-existing defect.

Conditions Applying to Section 2: Owned Plant and/or Section 3: Hired in Plant

1. Losses From Vehicles Limitation

Our liability in respect of losses of machine attachments power tools hand tools and manually powered implements from vehicles, shall not exceed £5,000 in aggregate across Sections 2 and 3 of this Policy prior to the application of the **excess** in respect of any one loss or series of losses arising from one event involving theft or malicious damage.

2. Owned Plant Hiring Out Conditions

Whenever **owned plant** is let out on hire the hire shall be subject to:

- (a) written conditions which make the hirer responsible for physical loss or damage, or
- (b) specific conditions agreed by **us** in writing and endorsed hereon.

3. Hired In Plant Hiring Conditions

The insurance provided by Section 3 will indemnify **you** to the extent required by:

- (a) the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association or conditions not more onerous, or
- (b) specific conditions agreed by **us** in writing and endorsed upon this Policy.

In the event of any claim involving hire conditions more onerous than those covered by this Policy, the indemnity provided will be limited to liability under (a) or (b) above as applicable.

Any **hired in plant** which is re-hired must be hired out under conditions no less onerous than those of the original hire to **you**.

General Conditions Applying to All Sections

1. Misrepresentation

This Policy may become invalid if **you** give false information, misrepresent or wrongly describe facts or circumstances or fail to provide all relevant information to **us**.

2. Fraud

Presentation of any fraudulent claim, or use of any fraudulent means to obtain benefit under this Policy, by either **you** or any person acting on **your** behalf with **your** knowledge, may result in this Policy becoming invalid.

3. Claims Settlement

We may at **our** option, repair reinstate replace or pay in money for any loss or damage covered by this Policy.

The amount stated as the **excess** will be deducted from the settlement and borne by **you**.

Without prejudice to liability, **you** may proceed with minor repairs subject to compliance with General Conditions Applying to All Sections number 22 Claims Notification & Requirements.

We shall be entitled to take over defend or settle any claim in **your** name.

To the extent that **you** are accountable to the tax authorities for Value Added Tax, all claims settlements shall be exclusive of such tax.

Under Section 4 and Section 5, **we** may at any time pay the Limit of Liability (less any sums already paid as damages), or any lesser amount for which at the absolute discretion of **us** the claim can be settled at. **We** will then relinquish control of such claim, and be under no further liability in respect thereof except for costs and expenses for which **we** may be responsible prior to the date of such payment.

4. Payments on Account

Despite General Conditions Applying to All Sections number 22 Claims Notification & Requirements, where liability is accepted, **you** shall be entitled to receive interim payments as agreed between both **you** and **us**.

5. Other Insurance

This insurance does not cover any loss or damage which is insured by or would but for the existence of this Policy be insured by any other policy or policies, except in respect of any additional amount beyond the amount which would have been payable under such policy or policies had this insurance not been effected.

6. Average

If any item of **insured property** has an individual Sum Insured set against it and at the time of any physical loss of or damage to the item its value exceeds that Sum Insured, then **you** shall be considered **your** own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly.

7. Precautions

You shall exercise due diligence in:

- (a) complying with any statute or order.
- (b) ensuring that **insured property** is maintained and used in accordance with manufacturers recommendations, and in taking reasonable precautions to prevent loss or damage.

8. Access

We or **our** representative(s) shall have the right of access to the **insured property** at reasonable times.

9. Alterations in Risk

The insurance under this Policy may be avoided if:

- (a) (i) **you** become the subject of voluntary or involuntary rehabilitation proceedings, or
- (ii) **you** become the subject of an action in bankruptcy, or
- (iii) **you** propose any arrangement with creditors which acknowledges insolvency.
- (b) **your** interest ceases other than by death,
- (c) any alterations are made by **you** after the formation of this contract of insurance which increases the risk of physical loss or damage,
- (d) any loss minimising factors under **your** control and in existence at the commencement of this Policy are reduced discontinued or not maintained,

unless its continuance is accepted by **us** and the alteration is noted by **us**, or the Policy is endorsed accordingly.

10. Subrogation

Other than as stated within General Conditions Applying to All Sections number 24 Multiple Insureds Clause, **we** may at **our** expense use all legal means in **your** name to secure reimbursement for loss or damage, and **you** shall give all reasonable assistance for that purpose.

11. Suspension of Cover

We reserve the right to suspend this insurance at any time by written notice to **your** last known address until **our** requirements have been fulfilled.

12. Cooling off period

You are entitled to cancel this Policy by writing to **your** broker within 14 days of either the date that you receive **your** Policy document or the start date of the **period of insurance**, whichever is the later.

We will refund any premium **you** have paid, providing that **you** have not made a claim.

13. Cancellation

We may cancel, or **you** may cancel this Policy at any time during the **period of insurance**.

If **you** cancel this Policy:

- (a) the cancellation will be effective from the date that **we** receive **your** cancellation notification.
- (b) provided that **you** have not received a claim payment, and that there have been no incidents which may result in a claim under this Policy during the **period of insurance**, **you** shall be entitled to a return of the premium for the unexpired **period of insurance** subject to any Minimum Retained Premium specified in the Schedule.
- (c) if **you** have received any claim payments during the **period of insurance**, **you** will not be entitled to a return premium, and if the premium has not been paid in full **we** will be entitled to the premium due for the unexpired **period of insurance**.

If **we** cancel this Policy, **we** will give written notice to **your** last known address and provide 14 days notice from the date that the notice is received by the post office and provided the premium has been paid in full, **you** are entitled to a return premium for the unexpired **period of insurance**.

If **we** cancel this Policy due to non payment of premium:

- (a) **we** may cancel this Policy by written notice to **your** last known address, giving 7 days notice from the date that the notice is received by the post office.
- (b) the cancellation shall be effective from the beginning of the **period of insurance**.
- (c) if any claims have been paid, **we** will be entitled to the full premium due in respect of the **period of insurance**.

14. Abandonment

You shall not be entitled to abandon any *insured property* to **us**.

15. Premium Adjustment Clause

The premium paid for this insurance is provisional and has been calculated on estimates given by **you**.

You shall keep accurate records in relation to these estimates, and other risk information supplied to **us**, and shall make such information available to **us** at any reasonable time upon **our** request.

You shall also within reasonable time following the expiry of the *period of insurance*, supply to **us** all relevant information to enable the correct premium to be calculated and the relevant difference be charged or allowed subject to any Minimum Retained Premium specified in the Schedule.

16. Multiple Lifting Operations

For the insurance provided under this Policy to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under this Policy or not), the lifting operation must be conducted in accordance with BS7121.

17. Application of Heat

Where the *contract* is not compliant with the *joint code* as shown in the Schedule, the following precautions should be taken where open heat sources, naked flames, welding or cutting equipment are used:

- (a) a hot work permit regime shall be in place and in use, including the use and completion of hot work permits jointly completed by the person responsible for the work and **you**, or **your** safety officer or **your** nominated person. The area in which such hot work has been carried out is to be thoroughly examined one hour after the end of each period of work to ensure that there are no signs of fire, with the hot work permit updated and signed accordingly.
- (b) the area in which they are to be used is first cleared of loose combustible materials and any fixed combustible material should be protected with non-flammable and non heat conductive blankets or other similar non-flammable and non heat conductive equipment.
- (c) a suitable fire extinguisher of minimum 2kg content is kept available for immediate use.
- (d) blow lamps and blow torches are lit for as short a time as possible before use, and extinguished immediately after use.
- (e) lit blow lamps or blow torches are never left unattended.
- (f) blow lamps are filled only in the open.

In addition, where vessels for the heating of bitumen or bituminous compounds are used:

- (a) such vessels are continuously attended whilst heating is taking place.
- (b) such vessels are only used in the open whilst heating is taking place.
- (c) if those vessels are to be sited on roofs or combustible floors, a sheet of non-flammable and non heat conductive material of not less than 2.5 metres square is placed under the vessel before heating takes place.
- (d) a suitable fire extinguisher of 2kg minimum content or two 2 gallon buckets full of sand are kept available for immediate use.

18. The Joint Code

Where it is shown in the Schedule that the **contract** is compliant with the **joint code**, **you** and **your** contractor(s) and sub-contractor(s) undertake to comply with the **joint code** for the full period of the **contract**.

Our appointed representative shall have the right at all reasonable times to enter and inspect the **contract** site for the purpose of checking whether the conditions on the **contract** site in all respects comply with the **joint code**.

In the event that **we** become aware of a breach of the **joint code**, **we** may inform the **you** or the main/management contractors or the construction site management of the nature of the breach specifying the **remedial measures** required, and the period within which these must be completed.

Where **we** consider such a breach is of sufficient importance **we** may confirm the same by notice in writing to **you** and the main/management contractors at their respective addresses nominated by **you** at the inception of cover or as subsequently advised.

This notice may at **our** discretion, suspend or cancel all cover for the **contract** from the date named in the notice, not being a date earlier than the date named for completion of the **remedial measures** and it being understood that upon such suspension or cancellation that such cover shall be reinstated when **we** are satisfied the **remedial measures** have been completed. This notice shall be given by registered post recorded delivery facsimile or by hand.

This Condition shall not in itself be considered a condition precedent to liability, but its inclusion shall not prejudice waive or remove **our** rights under the terms of other Policy Exclusions and Conditions.

In the event of cancellation, **we** agree to return to **you** a pro rata proportion of the relevant part of the Policy premium, provided that **you** have not received a claim payment, and that there have been no incidents which may result in a claim under this Policy during the **period of insurance**.

19. Our Liability

No liability shall attach to this Policy for any physical loss or damage not notified to **us** within 3 calendar months of the occurrence.

No liability shall be admitted and no offer promise or payment be made without **our** written consent.

20. Loss Reduction

You shall carry out and permit to be taken any action which may be reasonably practicable to prevent further loss or damage.

21. Housing Grants Construction and Regeneration Act 1996 (Adjudication scheme)

You shall, upon the receipt of a **notice of adjudication** relating to any circumstances which has given rise to a claim under this Policy, provide immediate notice (or on the first working day thereafter) to **us**.

22. Claims Notification & Requirements

In the event of any occurrence giving rise or likely to give rise to a claim, **you** or **your** representative shall:

- (a) as soon as practicable notify **us** giving full particulars and information, and notify the Police in the event of loss where **you** have reason to believe a criminal offence has been committed.
- (b) take all reasonable action to prevent or minimise the loss and prevent further loss or damage. **We** shall not be liable for any further damage resulting from the continued use of the **insured property** until repaired to **our** satisfaction.
- (c) retain any damaged property or parts.
- (d) when required to do so but in any event no later than 30 days after the loss or damage, deliver to **us** a statement in writing of all particulars and details relating to the incident, and other evidence as may be required.

No claim shall be paid until **you** have complied with this Condition.

23. Plumbing Checking Requirement

You or **your** contractor(s) or sub-contractor(s) shall ensure that all plumbing and connected pipework is pressure tested at the moment of first introduction of water and checked for 2 consecutive hours thereafter.

24. Multiple Insureds Clause

If the insured consists of more than one party, each operating as a separate and distinct entity then, except as provided in this Multiple Insureds Clause, cover shall apply in the same manner and to the same extent as if individual policies had been issued to each insured party.

Our total liability to all of the insured parties collectively shall not exceed the Limits or Sub Limits of Liability specified in the Schedule and this Policy.

Any payment or payments made by **us** to any one or more insured party shall reduce, to the extent of that payment, **our** liability to all insured parties under this Policy.

The insured parties shall at all times preserve and enforce the various contractual rights and agreements entered into by the insured parties, along with the contractual remedies of such parties in the event of loss or damage.

We shall be entitled to avoid liability to, and as may be appropriate claim damages from, any of the insured parties in circumstances of fraud, misrepresentation, wrong or false description, non disclosure or breach of any warranty or condition each referred to in this Multiple Insureds Clause as a vitiating act.

Except as provided in this Multiple Insureds Clause, a vitiating act committed by one insured party shall not prejudice the right of indemnity of any other insured party who has an insurance interest, and who has not committed a vitiating act.

We shall waive all rights of subrogation which **we** 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, where despite the continuing or former status of the vitiating party as an insured party, **we** may enforce such rights.

The lenders to the project shall not be entitled to any indemnity under this Policy for or arising from loss destruction or damage in respect of which **we** are, by reason of a vitiating act, no longer liable to indemnify any one or more other insured party.

25. Use of your personal data

The information **you** have given **us** will be held and used to manage **your** Policy, and this will include both underwriting and claims handling.

For this purpose **we** may disclose it to other interested third parties - for example, other insurers, regulatory authorities and agents who provide services on **our** behalf.

By accepting this Policy **you** consent to **our** processing of personal data, including sensitive data, about **you** and other persons who may be insured under this Policy.

You understand that all personal data **you** give to **us** must be accurate and that **you** have the specific consent of any other persons to disclose their personal data.

Insurers pass information to insurance databases to check policyholder information, and to help prevent fraudulent claims.

We may search such databases in order to help **us** check information provided, and to prevent fraudulent claims.

When **you** tell **us** about an incident, **we** may pass information relating to it to insurance databases.

Any personal data **you** provide will be held securely and in accordance with the Data Protection Act 1998.

Your calls may be monitored and recorded in order that the service may be improved, and to help prevent and detect fraud.

Your data may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. It may also be used for marketing, offering renewals, research and statistical purposes, and crime prevention.

Exclusions Applying to Section 4: Public Liability

We will not cover legal liability:

1. Arising from or out of the ownership possession or use by or on behalf of **you** or any person entitled to indemnity of any:

- (a) mechanically propelled vehicles where insurance or security under Road Traffic legislation is required.

Part (a) of this exclusion shall not apply:

- i) whilst such vehicle is being used as a tool of trade on the **contract** site.
- ii) whilst the loading or unloading of any such vehicle is being undertaken on the **contract** site.

- (b) aircraft or other aerial device, hovercraft or water-borne craft.

2. For injury of any person employed.

3. For or arising from physical loss of or damage to any property belonging to or in the charge or control of **you** other than:

- (a) personal effects or vehicles of any partner director or **person employed** or visitor to the **contract** site.
- (b) premises not belonging leased rented or hired to **you** but temporarily in **your** charge for the purpose of carrying out the **contract**.
- (c) premises (including their fixtures and fittings) leased rented or hired to **you**, but Section 4 shall not apply to liability attaching to **you** solely under terms of any tenancy or other agreement.

4. Caused by or arising out of pollution or contamination of buildings or other structures, or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance**.

Provided that all pollution or contamination which arises out of one incident shall be considered by **us** for the purposes of this Policy to have occurred at the time such incident takes place.

5. Arising from or in connection with any advice design or specification provided for a fee.

6. For the costs of remedying:

- (a) any defect or alleged defect.
- (b) the presence of **asbestos, asbestos dust or asbestos containing materials**.

7. For:

- (a) fines or penalties.
- (b) compensation ordered or awarded by a Court of Criminal Jurisdiction.
- (c) aggravated exemplary or punitive damages awarded by any court outside of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

8. For **injury** arising out of actual or suspected exposure to **asbestos, asbestos dust or asbestos containing materials**.

9. For the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of **asbestos, asbestos dust or asbestos containing materials**.

Exclusions Applying to Section 5: Your Non-Negligence Liability

We will not cover legal liability:

1. For any expense liability loss claim or proceedings arising from **injury** or damage:
 - (a) caused by the negligence omission breach of statutory duty, or default of **your** contractor(s) or sub-contractor(s) or any servant or agent of **you** or **your** contractor(s) or sub-contractor(s), or any other parties involved in the **contract works** (except **you**).
 - (b) attributable to errors or omissions in the designing of the **contract works**.
 - (c) 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.
 - (d) which arises as a penalty under any contract or any sum payable by way of damages for breach of any contract.
 - (e) **injury** or damage for which cover is provided under any other contract of insurance effected for the benefit of **you, your** contractor(s) or sub-contractor(s) or any servant or agent of **you** or **your** contractor(s) or sub-contractor(s), or other insured parties.
 - (f) to property belonging to or in the charge or control of **you**, including the **contract works** and **existing structure** and materials brought onto the site of the **contract works** for the purpose of its execution, except in so far as any part or parts thereof are the subject of a practical completion certificate.
2. For any expense liability loss claim or proceedings incurred by **you, your** contractor(s) or sub-contractor(s) or any servant or agent of **you** or **your** contractor(s) or sub-contractor(s) or other insured parties, for breach of any contract except to the extent that such costs or expenses would have attached in the absence of such contract.

General Exclusions Applying to All Sections

We shall not be liable for:

Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency.

1. Excess

The amount(s) specified as the **excess** as detailed in the Schedule attaching to this Policy.

2. Intentional Acts

Loss damage expense liability legal liability claim or proceedings caused by or arising out of:

- (a) any intentional act or wilful omission by **you**, other than an act or omission the purpose of which is an exceptional measure to prevent **injury** loss or damage, which having regard to the nature and circumstances of the act or omission, could reasonably be expected to cause contribute to or exacerbate any loss or damage.
- (b)
 - (i) intentional overloading.
 - (ii) testing or experiments involving the imposition of any abnormal conditions.

3. Wear and Tear

Loss damage expense liability legal liability claim or proceedings caused directly by or arising out of:

- (a) wear and tear gradual deterioration or rust,
- (b) gradually developing defects,
- (c) scratching or chipping of painted or polished surfaces,
- (d) erosion or corrosion,

but this shall not exclude resultant loss or damage not otherwise excluded.

4. Application of Tools

Loss damage expense liability legal liability claim or proceedings caused directly by or arising out of the direct application of any tool or process during the course of repair maintenance inspection modification or overhaul.

5. Guarantees of Performance

6. War Risks

Loss damage expense liability legal liability claim or proceedings directly or indirectly caused by or arising from any consequence of war invasion acts of foreign enemies hostilities, whether war be declared or not, civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or loss of or damage to **insured property** by or under the order of any government or public or local authority.

7. Radioactive Exclusion

Loss damage expense liability legal liability claim or proceedings directly or indirectly caused by resulting from or in connection with nuclear energy or radioactivity of any kind, including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel.
- (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly, or nuclear component thereof.
- (c) any weapon or other device employing atomic or nuclear fission and/or fusion, or other like reaction or radioactive force or matter.

8. Airborne and Waterborne Craft

Loss damage expense liability legal liability claim or proceedings to or caused by airborne or waterborne vessels craft devices platforms or rigs, or any **insured property** situated thereon, or being loaded onto or offloaded therefrom.

9. Pollution or Contamination

Loss damage expense liability legal liability claim or proceedings under Sections 1, 2, 3 and 5 caused by or arising from pollution or contamination.

This exclusion shall not apply to cost arising from pollution or contamination of **insured property** caused directly by an occurrence which is insured by this Policy, provided that **our** liability shall not exceed £50,000 in respect of pollution or contamination.

10. Electronic Risks Exclusion

Loss damage expense liability legal liability claim or proceedings to or arising from:

- (a) any computer or other equipment or component or system or item which processes stores transmits retrieves or receives data, or any part thereof whether tangible or intangible including but without limitation, any information or programs or software, and whether **your** property or not, where such damage is caused by **virus or similar mechanism or hacking or denial of service attack**, or
- (b) any consequential loss directly or indirectly caused by or arising from **virus or similar mechanism or hacking or denial of service attack**.

11. Date Recognition Related Losses

Loss damage expense liability legal liability claim or proceedings directly or indirectly caused by or connected with performance or function of any computerised or non-computerised equipment or component, whether or not owned by **you**, or production services, whether or not provided by **you**, being affected by any failure malfunction or inadequacy to:

- (a) correctly recognise register or establish any date as its true calendar date.
- (b) capture save or retain or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date.
- (c) capture save retain or correctly process any date as a result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture save retain or correctly process such data as a result of treating any date otherwise than its true calendar date.

12. Unexplained Losses

Loss damage expense liability legal liability claim or proceedings for unaccountable losses, or losses discovered on the occasion of checks or inventory compilation, unless **you** can produce reasonable proof that such losses are as a result of an identifiable incident.

13. Road Vehicles

Loss damage expense liability legal liability claim or proceedings to:

- (a) licensed cars lorries vans trucks or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation, other than:
 - (i) contractors plant used solely as a tool of trade, or
 - (ii) as specifically provided for elsewhere within this Policy.
- (b) quad bikes or motorcycles.

14. Money or Guarantees of Money

Loss damage expense liability legal liability claim or proceedings for cash notes postal orders or money orders cheques stamps or other securities for money.

15. Breakdown

Loss damage expense liability legal liability claim or proceedings to any **insured property** from its own explosion mechanical or electrical failure or breakdown, other than where **you** are responsible for such loss under the terms of a hiring agreement.

16. Cessation of Works

Loss damage expense liability legal liability claim or proceedings where work ceases on the site of the **contract** for a continuous period exceeding 30 days, unless expressly agreed by **us** in writing.

17. Loss Or Damage Underground Or Underwater

Loss damage expense liability legal liability claim or proceedings for abandonment or recovery costs in respect of any item of **insured property** underground or underwater.

18. Defective Property

Loss damage expense liability legal liability claim or proceedings for and the costs necessary to replace repair or rectify:

- (a) **insured property** which is in a defective condition due to a defect in design plan specification materials or workmanship of such **insured property**, or any part thereof.
- (b) **insured property** which is lost or damaged to enable the replacement repair or rectification of **insured property** excluded by 18(a) above.

Exclusion 18(a) 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.

19. Refractory Linings

Loss damage expense liability legal liability claim or proceedings for or arising from refractory linings due to the first application of heat.

20. Non-Ferrous Metals

Loss damage expense liability legal liability claim or proceedings for or resulting from theft of unfixed non-ferrous metals of any description, unless at the time of theft either:

- (a) a **person employed** is present on the site of the unfixed non ferrous metals, or
- (b) such unfixed non-ferrous metals are contained in a securely closed and locked storage container or building.

21. Excluded Parts

Loss damage expense liability legal liability claim or proceedings for:

- (a) tyres tools cutting edges moulds dies patterns non-metallic linings glass pulverising and crushing surfaces flexible pipes trailing cables drive belts, or parts requiring periodic renewal unless arising from a malicious act or forming part of other insured loss or damage for which liability has been accepted by **us** under this Policy.
- (b) safety or protective devices, due to their functioning.

22. Articles of Jewellery

Loss damage expense liability legal liability claim or proceedings in respect of gold or silver articles, jewellery or watches.

23. Piling and Retaining Wall Works

Loss damage expense liability legal liability claim or proceedings in respect of piles or retaining walls underground or underwater, or costs or expenses incurred:

- (a) for replacing or rectifying piles or retaining wall elements which:
 - i) have become misplaced, misaligned or jammed during their construction.
 - ii) are lost or abandoned or damaged during driving or extraction.
 - iii) have become obstructed by jammed or damaged piling equipment or casings.
- (b) for rectifying disconnected or declutched sheet piles.
- (c) for rectifying any leakage or infiltration of material of any kind.
- (d) for filling voids or for replacing lost bentonite.
- (e) as a result of any piles or foundation elements having failed to pass a load bearing test, or otherwise not having reached their designed load bearing capacity.
- (f) for reinstating profiles or dimensions.

24. Pre-existing Defects

Loss damage expense liability legal liability claim or proceedings in respect of the **existing structure** caused by, or resulting from, any defect that existed prior to the commencement of the **period of insurance**.

For the purpose of this Exclusion, the term defect shall include, but not be limited to:

- (a) infestation by insects or woodworm.
- (b) wet or dry rot.
- (c) defective floors.
- (d) defective water apparatus.

Where a home survey report has not been provided to **us** prior to the commencement of the **period of insurance**, the onus of proof will be upon **you** to prove that the loss or damage was not caused by, or did not result from, a pre-existing defect.

25. Terrorism

Loss damage expense liability legal liability claim or proceedings arising from or in connection with biological or chemical contamination and caused by any act of terrorism, regardless of any other cause or event contributing to the loss either concurrently or in any other sequence.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, 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.

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

If **we** allege that by reason of this Exclusion any loss destruction damage cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon **you**.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the balance being the valid and enforceable portion, shall remain in full force and effect.

Claims and Complaints

How To Notify Us of Claims

Claims should be notified promptly to **your** broker or intermediary.

If **you** do not have a broker or intermediary, please contact **us** directly at the following address:

The Claims Manager
HSB Engineering Insurance Ltd
Chancery Place
50 Brown Street
Manchester, M2 2JT
England

Telephone: +44 (0) 330 100 3432

Or email **us** at new_loss@hsbeil.com

Customer Service & Complaint Resolution

We are committed to providing the highest standards of customer service, and aim to achieve fair treatment and customer satisfaction in all cases.

If **you** have any cause for complaint therefore, **we** want to know about it as soon as possible.

You should initially contact the broker or intermediary who arranged this Policy for **you** to see if they can resolve matters.

Alternatively **you** may contact **us** directly at the following address:

The Group Operations Manager
HSB Engineering Insurance Ltd
Chancery Place
50 Brown Street
Manchester, M2 2JT
England

Telephone: +44 (0) 845 345 5510

Fax: +44 (0) 845 345 5610

Or email **us** at complaints@hsbeil.com

We will always acknowledge **your** complaint within 5 business days, and do **our** best to resolve it within four weeks.

If the matter remains unresolved at the end of eight weeks, or **you** are unhappy with **our** final response, **you** may have recourse to the Financial Ombudsman Service or other independent dispute resolution services.

When **we** acknowledge **your** complaint, **we** will send **you** a summary of **our** complaints handling procedure.

This document is also available to all customers on request.

If **you** make a complaint, **your** right to take legal action against **us** is not affected by this procedure.

Financial Services Register

The Financial Services Register can be checked by visiting the Financial Conduct Authority website on www.fca.org.uk or by calling 0800 111 6768

Financial Services Compensation Scheme (FSCS)

Mi Specialty Ltd and HSB Engineering Insurance Limited are both covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to compensation from the scheme in the unlikely event that they cannot meet their obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU Tel: 0207 741 4100 Fax: 0207 741 4101 or www.fscs.org.uk

How we use your information

We are the controller of any personal information (for example, names, addresses, telephone numbers, job titles or dates of birth) you provide to us, or which is processed in connection with your policy. We collect and process information about you that we consider to be necessary in order to make decisions about the cover we provide to you, any claims you make, or to detect and prevent fraud. We also may record incoming and outgoing telephone calls with you for training, monitoring and quality control purposes.

We may share your information with, and obtain information about you from, companies within the Munich Re Group, other insurers, brokers, loss adjusters, credit reference agencies, fraud prevention agencies or other third parties who provide services on our behalf.

For further details on how your information is used and your rights in relation to your information, please see our Privacy statement at <https://www.munichre.com/HSBEIL>.