
Introduction

Thank **you** for choosing **us** to protect **your home** against risks which **you** may be exposed to during the carrying out of the **building works at your home**. **We** hope that the language and layout of this addition of cover are clear because **we** want **you** to understand the insurance **we** provide as well as the responsibilities we have with each other.

Please note that the terms and conditions of **your** Hiscox Home Insurance **policy** apply to this addition of cover.

Extra definitions

The following extra definitions apply to the whole of this addition of cover and are in addition to any other definitions shown in **your** Hiscox Home Insurance **policy**.

Building works

The permanent works shown in **your schedule** taking place within or adjacent to the grounds of **your home**, including:

1. materials to be incorporated into the permanent works which have been supplied by **you**;
2. structures and materials that are necessary for access to or support of the works which will:
 - a. be removed from your home on or before the date the renovation or extension work is completed;
 - b. not be used again in connection with any other building project;

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

Contract

The contractual agreement declared to **us** under which the **building works** are undertaken.

Original estimated contract price

The estimated or quoted value of the **building works** before the start of such works including any other cost in connection with the **contract**.

Period of insurance

The time for which this addition of cover is in force as shown in **your** renovation and extension **schedule**.

Important conditions

The following obligations, which are in addition to those shown in your Hiscox Home Insurance **policy**, apply when:

1. any of **your** contractors are named in the **schedule** (known as a joint insured) or;
2. **you** are responsible for managing the **building works**.

Original estimated contract price

If **you** are responsible for managing the **building works** please ensure that **you** fulfil the obligations below.

If any of **your** contractors are named in the **schedule** please ensure that **you** provide them with a copy of the hand book that **we** sent **you** when **we** accepted this insurance. The contractor(s) named in **your schedule** must also fulfil the obligations below.

If **we** determine that any claim **you** make under this **policy** has been adversely impacted directly by a failure to fulfil the obligations below, **we** may refuse to pay **your** claim or reduce any payment **we** may make. However, **we** will not take this course of action if the failure to fulfil such obligations is entirely beyond **your** control.

If any of **your** contractors are named in **your schedule** and are responsible for causing an injury or damage to property **we** may start recovery proceedings in **your** name. **We** ask that **you** give **us** all the assistance **we** need to do this. **You** must not enter into any agreement with any of **your** contractors waiving **our** right to start proceedings in **your** name.

Fire precautions

The following obligations apply when carrying out any work involving the application of heat or the use of angle grinders or disc cutters.

You or any of **your** contractors must ensure that:

1. a thorough examination of the immediate vicinity of the work, including the area on the other side of any wall or partition, is made to see whether any combustible material is in danger of ignition either directly or by conducted heat. Please ensure that a record of such inspection is also be kept.

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2. all moveable and combustible materials are removed from the immediate vicinity of the work to a distance of not less than 15 metres from the point of application of heat. Combustible materials which cannot be moved must be covered and fully protected by screens of non-combustible material.
3. there shall be available for immediate use at the site of the work either:
 - a. two portable multi-purpose dry powder for extinguishers to European standard BS EN 3 or British Standard BS5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS5306-3; or
 - b. a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion.
4. the lighting of all blow lamps, blow torches, welding and cutting equipment is carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment is left unattended.
5. any gas cylinders not required for immediate use are kept outside the building in which work is taking place and in any event at least 15 metres from the point of application of heat or use of angle grinders or disc cutters.
6. any tar bitumen or asphalt boiler is not left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst lighted.
7. for at least one hour after the completion of each period of work or stage of work involving the application of heat or use of angle grinders or disc cutters is inspected to ensure that any outbreak of fire or signs of all possible outbreak of fire will be noticed.

Underground services

The following obligations apply whenever carrying out any excavation or earth moving operations involving digging, drilling or boring.

You or any of **your** contractors must ensure that:

1. prior to the commencement of any excavation or earth moving work that:
 - a. all enquiries, including those with the relevant authority responsible, as to the location of existing pipes, cables, mains or other underground services have been made and confirmed in writing;
 - b. remote electrical devices are used, where practicable, to locate existing pipes, cables, mains or other underground services;
 - c. all persons carrying out excavation or earth moving work are made aware of the location of pipes, cables, mains or other underground services.
2. a method of work is adopted which minimises the risk of physical loss or damage to pipes, cables, mains or other underground services.
3. a full written record of the enquiries and measures taken to locate and minimise the risk of physical loss or physical damage to pipes, cables, mains and other underground services are kept.

Changes to building plans

You or any of **your** contractors must obtain agreement from the structural or consulting engineer, if there are any significant changes or variations to the building plans before such work commences. **You** must also tell **us**, as soon as possible, of such change in plans. When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may amend the terms of **your policy** or require **you** to pay more for **your** insurance.

Lifting operations

You or any of **your** contractors must ensure that any operation in which a load is shared between any items of lifting plant or lifting equipment is conducted in accordance with the British standard for the Safe Use of Cranes – BS7121 or as amended from time to time.

Plumbing checking

You or any of **your** contractors must ensure that all plumbing and connected pipework is pressure tested at the moment of first introduction of water and checked for two consecutive hours after the first introduction of water to ensure that there are no leaks.

Unattended premises

When **your home** is **unoccupied** during the **building works** and left unattended overnight **you** or any of **your** contractors must:

1. turn off at the mains the gas, water and electricity supply unless such services are required to prevent frost damage or to power security systems or fire protection systems.

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2. ensure that all doors, windows and other access points are secured and any alarm protection available is activated.
3. ensure that the site of the **building works** is thoroughly inspected by **you** or **your** representative at least once per week. Any work that is necessary to maintain the security arrangements or to rectify defects must be carried out as soon as possible without unreasonable delay.

Other things to be aware of

The following obligations apply to the whole of this addition of cover and are in addition to the obligations shown in **your** Hiscox Home Insurance **policy**.

Survey

We reserve the right, during the **period of insurance**, to have access to and survey the works at the site where the **building works** are taking place. If **we** wish to survey the site of the **building works** **we** will contact **you** to arrange a mutually convenient date and time with **you**.

If **you** do not allow **us** access to undertake a survey or the results of a survey reveal the risk is detrimentally or materially different from the risk **you** told **us** about when **we** agreed **your** insurance, **we** may:

1. require **you** to carry out specified risk improvements detailed in the survey report within specific time frames;
2. amend the terms of **your** insurance;
3. charge **you** more for **your** insurance; or
4. cancel **your policy** in accordance with the cancellation condition.

We will write to **you** if **we** need to amend the terms of **your policy**, require **you** to pay more for **your** insurance or cancel **your policy**.

Premium adjustment

The premium shown in **your schedule** is a provisional premium which has been calculated on the estimates **you** have given **us**.

You must ensure that **you** maintain records of all the relevant particulars of the **building works** and make them available to **us** at any reasonable time.

We will ultimately adjust **your** premium on the final **contract** value which must include:

1. the value of all materials and equipment used in the **contract** including materials and equipment supplied by **you**.
2. professional fees incurred in the design and construction of the **contract**.
3. irrecoverable value added tax.

If any of the insured values increase beyond those stated in **your schedule** then **you** must advise **us** so that an appropriate additional premium due can be calculated.

Pre-existing defects

We may ask **you** to provide **us** with a home survey report to establish the condition of the **buildings** at **your home**. If such a report is not available or provided to **us** within the timeframes **we** have agreed upon then the onus will be upon **you** to prove that any physical loss or physical damage to **your home** was not caused by or did not result from any pre-existing defect.

What is not covered

The following exclusion applies to the whole of this addition of cover and is in addition to exclusions shown in the sections below and elsewhere in **your** Hiscox Home Insurance **policy**.

We do not cover loss, damage, cost, expense or any liability where **building works** at **your home** ceases for a continuous period of 60 days in a row unless agreed by **us** in writing.

Building works

This addition of cover applies to Your home and personal possessions section of **your** Hiscox Home Insurance **policy**. Please read **your schedule** to see if the **building works** are covered.

The general terms and conditions of **your** Hiscox Home Insurance **policy** and the terms and conditions of Your home and personal possessions section, together with the extra exclusions and conditions below, all apply to this section.

If **you** need to make a claim please refer to 'How to make a claim' within general terms of **your** Hiscox Home Insurance **policy**.

What is covered

Building works **We** will insure the **building works** against physical loss or physical damage which happens during the **period of insurance**.

How we settle your claim

Your renovation and extension **schedule** and **your** Hiscox Home Insurance **schedule** will show **you** the maximum amount **we** will pay for each agreed claim. **Your schedule** will show **you** if **you** are required to pay the first part of each agreed claim. This amount will be shown as an excess.

The **amount insured** for **building works**:

1. applies to each incident of loss and will be automatically restored to the full amount after **we** pay a loss provided **you** carry out **our** recommendations to prevent further loss or damage.
2. will automatically reduce as each phase of the **building works** is completed and handed over to **you**.

Building works

At **our** option **we** will pay **you**:

1. the value of the **building works** at the time of physical damage, or
2. the cost of repairing or reinstating the damaged **building works** provided **you** carry out the repairs or reinstatement and do so without unreasonable delay.

The most **we** will pay for each incident of loss is the lesser of:

1. the **original estimated contract price**, plus the cost of any additions or amendments or variations, including the value of all materials supplied by **you** for incorporation into the **building works**; or
2. the **amount insured**. This amount may be increased by up to 25% should the **original estimated contract price** plus the cost of any additions or amendments or variations, including the price of all materials supplied by **you** which are to be incorporated into the **building works**, exceed the **amount insured**.

Fees and extra expenses

We will pay the fees and extra expenses, as covered in **your** Hiscox Home insurance **policy**, which are necessarily incurred in the repair or reinstatement of the damaged **building works**.

Other cover

The following covers apply automatically.

Plans and documents

If the plans, drawings or other **contract** documents relating to the **building works** are lost or damaged while anywhere within the **United Kingdom** as a result of physical loss or physical damage covered under this section, **we** will pay up to the **amount insured** for the reasonable and necessary cost of re-writing or reproducing such plans, drawings or documents.

Loss prevention costs

We will pay the necessary and reasonable costs that **you** incur to protect the **building works** from imminent physical damage which would otherwise be insured by this **policy** occurring during the **period of insurance**.

The most **we** will pay is the **amount insured** for loss prevention costs.

Transit and off-site storage

We will insure the materials for incorporation into the **building works** which are supplied by **you** or for which **you** are legally responsible while in transit within the **United Kingdom** or while temporarily stored anywhere within the **United Kingdom**. **We** will insure such property against physical loss or physical damage which happens during the **period of insurance**.

The most **we** will pay is the **amount insured** for property in transit and off-site storage.

Finding a leak

We will pay the costs incurred to find and access the point of escape of:

1. a domestic heating fuel or water leak from **your** permanent internal plumbing or heating system installed for the purpose of the **building works**, which is likely to cause insured damage to the **buildings** or **personal possession**.
2. a water leak from the underground service pipes installed for the purposes of the **building works** serving **your home** for which **you** are legally responsible outside the **home** but at the address shown in the **schedule**.

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The leak must happen during the **period of insurance**. The most **we** will pay is the **amount insured** for finding a leak.

Alternative accommodation

If **your home** cannot be lived in because of damage **we** have agreed to pay under this section **we** will cover the reasonable costs of alternative accommodation and any ground rent **you** have paid or are obligated to pay.

The most **we** will pay in total for each incident of loss is £150,000.

We will not pay for alternative accommodation for more than three years.

Machinery breakdown

We will cover **your** new and unused machinery forming part of the **building works** against physical loss or physical damage occurring during the **period of insurance** caused by electrical or mechanical breakdown or explosion.

This cover shall continue for a period of:

1. seven days from the commencement of testing an individual item; and
2. one calendar month from the commencement date of the insured machinery being put into operation.

What is not covered

The following exclusions are in addition to those shown in Your home and personal possessions section of **your** Hiscox Home Insurance **policy**.

We do not cover the following:

1. theft of unfixed non-ferrous metal of any description unless contained within:
 - a. a secured and locked purpose built security container; or
 - b. a **building** where all openings have been secured by doors and windows having been fitted and doors and windows have been locked.
2. mechanical or electrical faults or breakdown except as specifically provided under Machinery breakdown, as described in the Other cover section above.
3. computers and peripheral equipment contained within site huts
4. theft of or malicious damage to machine attachments, power tools, hand tools and manually powered implements from vehicles. However, this exclusion shall not apply if the total amount of all such claims during the **period of insurance** is less than £5,000.
5. safety or protective devices while in use.
6. **building works** which are:
 - a. not constructed of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete;
 - b. roofed in whole or in part with thatch;
 - c. of timber frame construction (other than normal roof trusses, supports and beams) or otherwise constructed or insulated with combustible material.
7. loss or damage resulting from **building works** being undertaken at an open trench depth of five metres (16 feet 4.85 inches) or more below the normal ground level surrounding the area where the **building works** are taking place.
8. cost incurred in respect of:
 - a. 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; or
 - iii. have become obstructed by jammed or damaged piling equipment or casings;
 - b. rectifying disconnected or declutched sheet piles;
 - c. rectifying any leakage or infiltration of material of any kind;
 - d. filling voids or for replacing lost bentonite;
 - e. any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
 - f. reinstating profiles or dimensions.

This exclusion does not apply to physical loss or physical damage caused by fire, **subsidence**, landslip, escape of water or flood.

Your legal liabilities

This addition of cover applies to Your legal liabilities section of **your** Hiscox Home Insurance **policy**. Please read **your schedule** to see if **your** legal liabilities are covered.

The general terms and conditions of **your** Hiscox Home Insurance **policy** and the terms and conditions of Your legal liabilities section together with the extra exclusions and conditions below, all apply to this section.

If **you** need to make a claim please refer to 'How to make a claim' within general terms of **your** Hiscox Home Insurance **policy**.

What is covered

Property owner

If, as a result of the **building works** taking place at **your home** any party brings a claim against **you** for:

1. an accident which causes bodily injury or property damage during the **period of insurance**;
2. nuisance, trespass or interference with any easement or right of air, light, water or way committed during the **period of insurance**.

Court attendance

If **you** are required to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** compensation to cover salary or wages and reasonable and necessary travel and accommodation costs for each day, or part of a day, that **your** attendance is required by **our** solicitor, up to a maximum of £500 per day.

we will cover **you** against claims for compensation which **you** legally have to pay.

The most **we** will pay for any one accident or claim is the **amount insured**. All claims caused by one accident or original cause or single source of nuisance, trespass or interference with any easement or right of air, light, water or way are agreed to be one claim, however many of **you** may be legally liable for the accident, nuisance, trespass or interference.

We will also pay any costs and expenses that **we** agree to in advance to defend the claim.

What is not covered

The following exclusions are in addition to those shown in 'Your legal liabilities' section of **your** Hiscox Home Insurance **policy**.

We do not cover the following:

1. nuisance, trespass or interference with any easement or right of air, light, water or way which is the result of a deliberate act or omission by **you** or which arise as a natural consequence of the ordinary conduct of the **contract** and which could reasonably have been expected by **you**.
2. **your** liability for injury to **you** or for injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with **you**.
3. the use, testing, ownership, sale or removal of asbestos, asbestos fibres or materials containing asbestos
4. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
5. loss or damage to property:
 - a. comprising or to be incorporated in the **building works** in respect of any contract undertaken by **you**;
 - b. against which you or any of your contractors if named in the schedule, are required to effect insurance under the terms of Clause 6.5.1 of the Joint Contracts Tribunal Conditions of Contract or of any other contract condition requiring insurance of like kind, for example non-negligence liability insurance.