

Hiscox Renovation and Extension Insurance
Policy wording



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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 606 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 606 Home insurance **policy**.

Building works

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

- materials to be incorporated into the permanent works which have been supplied by **you**;
- structures and materials that are necessary for access to or support of the works which will:
 1. be removed from **your home** on or before the date the renovation or extension work is completed;
 2. 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.

Hired in plant

- Mechanical, electrical or manually powered equipment;
- Containment, preparation and handling equipment;
- Scaffolding, staging, ladders and similar equipment;
- Site huts or cabins;

or similar contractors plant and equipment all at the address shown in the **schedule** which are hired by **you** and for which **you** are legally responsible.

We do not include within **hired in plant** any contractor's plant or equipment on a hire purchase, lease agreement or which is on free loan to **you**.

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**.

Owned plant

- Mechanical, electrical or manually powered equipment;
- Containment, preparation and handling equipment;
- Scaffolding, staging, ladders and similar equipment;
- Site huts or cabins;

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

Period of insurance

The time for which this addition of cover is in force as shown in **your** 606 renovation and extension **schedule**.

Important conditions

The following obligations, which are in addition to the conditions shown in **your** Hiscox 606 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**.

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 to **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. **You** must retain a written record that such inspection has been undertaken.
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 fire 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, the area in which the heat was used or the cutting was carried out is thoroughly inspected and continuously attended to ensure that any outbreak of fire or signs of all possible outbreak of fire will be noticed.

Important conditions

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 physical 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.
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.

General conditions

The following conditions apply to the whole of this addition of cover and are in addition to the conditions shown in **your** Hiscox 606 Home Insurance **policy**.

Survey	<p>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.</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>We or your insurance agent 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.</p>
Premium adjustment	<p>The premium shown in your schedule is a provisional premium which has been calculated on the estimates you have given us.</p> <p>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.</p> <p>We will ultimately adjust your premium on the final contract value which must include:</p> <ol style="list-style-type: none"> 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. <p>If any of the insured values increase beyond those stated in your schedule then you must advise us as soon as reasonably possible so that an appropriate additional premium due can be calculated.</p>
Pre-existing defects	<p>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 time frames 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.</p>

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 606 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, owned or hired in plant

This additional cover applies to Section 1: Buildings and tenant's improvements of **your** Hiscox 606 Home Insurance **policy**. Please read **your schedule** to see if the **building works, owned plant** or **hired in plant** are covered.

The general terms and conditions of **your** Hiscox 606 Home Insurance **policy** and the terms and conditions of Section 1: Buildings and tenant's improvements together with the extra exclusions and conditions below, all apply to this section.

If **you** need to make a claim please refer to 'what to do when a loss occurs' within general terms of **your** Hiscox 606 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 .
Owned plant	We will insure your owned plant used in the building works against physical loss or physical damage which happens during the period of insurance .
Hired in plant	We will cover you against any claim for damages which you are legally liable to pay, under the terms and conditions of a hiring agreement, for physical loss or physical damage to hired in plant which happens anywhere in the United Kingdom during the period of insurance while such equipment is used in the building works and in your care. We will also cover: <ol style="list-style-type: none">1. any continuing hire charges you are legally liable to pay for hired in plant because of physical loss or physical damage we have agreed to pay under this section;2. the cost and expenses that we agree to in advance to defend a claim. We do not cover hired in plant which you have hired to your contractor(s) or any other third party.

How we settle your claim

We will pay up to the **amount insured** unless limited below or in **your** 606 renovation and extension **schedule** or your Hiscox 606 Home Insurance **schedule**.

The **amount insured** 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.

The **amount insured** for **building works** will automatically reduce as each phase of the **building works** is completed and handed over to **you**. **We** will also increase the **amount insured** for the **buildings** section of **your** Hiscox 606 Home Insurance **policy** by the amount of the **building works** completed under this section.

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**.

Building works, owned or hired in plant

Owned plant

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the market value of the item if the item is more than one years old on the date of loss.

You must carry out any repair or replacement without unreasonable delay. If lost or damaged property is not repaired or replaced within a reasonable period of time **we** will only pay the market value of the item on the date of loss provided such cost does not exceed the cost of repair or replacement.

If **we** pay the full **amount insured** for any item of owned plant, **we** will then have the right to take possession of it.

Hired in plant

The most **we** will pay for each incident, including any costs and expenses, is the **amount insured** for **hired in plant**.

Fees and extra expenses

We will pay the fees and extra expenses, as covered in your Hiscox 606 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, contents** or **fine art**.
 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**.
- The leak must happen during the **period of insurance**. The most **we** will pay is the **amount insured** for finding a leak.
- Alternative accommodation** **We** will cover **your** reasonable and necessary costs of **alternative accommodation**, which **we** have agreed to in advance, while **your home** cannot be lived in because of physical loss or physical damage to the **building works** which **we** have agreed to pay under this section.
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 Section 1 of **your** Hiscox 606 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. Tyres, tools cutting edges, moulds, dies, patterns, non-metallic linings, glass, pulverising and crushing surfaces, flexible pipes, cables, drive belts, or parts requiring periodic renewal. This exclusion does not apply to physical loss or physical damage caused by persons acting maliciously.
6. Safety or protective devices while in use.
7. **Owned plant** whilst hired out or on loan to any third party.
8. **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.
9. 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.
10. 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 additional cover applies to **Your** liability as owner or occupier of the home under Section 3: **Your** liabilities of your Hiscox 606 Home insurance **policy**. Please read **your schedule** to see if **your** legal liabilities are covered.

The general terms and conditions of **your** Hiscox 606 Home Insurance **policy** and the terms and conditions of Section 3: **Your** liabilities together with the extra exclusions and conditions below, all apply to this section.

If **you** need to make a claim please refer to 'what to do when a loss occurs' within general terms of **your** Hiscox 606 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**;

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.

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.

What is not covered

The following exclusions are in addition to those shown in 'Your liability to other people' under Section 3 of **your** Hiscox 606 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:
 - a. **you**;
 - b. any contractor named in the **schedule**, or any person hired or employed by them, or otherwise working under their supervision;
 - c. any other person arising out of or 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.

Your legal liabilities

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.

Non negligent liability

Please read **your schedule** to see if **you** non negligent liability is covered.

The general terms and conditions of **your** Hiscox 606 Home Insurance **policy** and the terms and conditions of this addition of cover all apply to this section.

If **you** need to make a claim please refer to 'what to do when a loss occurs' within general terms of **your** Hiscox 606 Home Insurance **policy**.

What is covered

We will cover **you** against any claim for damages which **you** may incur or sustain by reason of bodily injury or physical damage to property during the **period of insurance** where negligence by the contractor and any sub-contractor cannot be clearly established. **We** will provide this cover where such bodily injury or damage to property is caused by any of the insured perils listed below arising out of, in the course of or by reason of carrying out the **building works**.

Insured perils:

Collapse; **subsidence**; **heave**; vibration; weakening or removal of support or lowering of ground water.

The most **we** will pay for any one accident or claim is the **amount insured**. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

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

What is not covered

We do not cover the following:

1. **Your** liability arising out of any contract, unless **you** would have been liable by law if the contract had not existed.
2. **Your** liability for injury or damage to property caused by the negligence, omission, breach of statutory duty or default by you, your contractor(s) or subcontractor(s) or any servant or agent of **yours** or of **your** contractor(s) or subcontractor(s) involved in the **contract**.
3. **Your** liability for injury or damage to property attributable to errors or omissions in the design, planning or specification of the **building works**.
4. **Your** liability for injury or damage to property which can reasonably be foreseen to be inevitable, having regard to the nature of the work to be undertaken or the manner of its execution.
5. **Your** liability for fines or penalties, or for damages which are only intended to punish **you** or to make an example of **you**.
6. **Your** liability for damage to any work undertaken in connection with the **building works** or to any materials, plant, tools, equipment, temporary works, temporary buildings or any other property brought onto the premises where the **building works** are taking place for the purpose of carrying out such **building works**.

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