

The General terms and conditions, the Property definitions and the following terms and conditions all apply to this section.

#### Special definitions for this section

<b>Contract location</b>	Any location within the <b>geographical limits</b> where <b>you</b> have a contract to carry out <b>your activities</b> .
<b>Contract works</b>	<p>The works that <b>you</b> are legally responsible for as a direct result of a contract to carry out <b>your activities</b>, including:</p> <ol style="list-style-type: none"> <li>1. work in progress and finished works <b>you</b> are still legally responsible for;</li> <li>2. materials required for the works supplied by a third-party which <b>you</b> are legally responsible for;</li> <li>3. materials owned by <b>you</b> required for the works;</li> <li>4. structures and materials that are required to enable <b>you</b> to complete the works, which will be removed on or before the completion date of the works and will not normally be used again in connection with any other contract.</li> </ol> <p>Other than as listed above, this definition does not include any item not intended to form part of the completed works, including <b>your</b> own tools, plant, machinery, <b>equipment</b>, hired-in equipment, <b>computers</b>, <b>stock</b>, <b>personal effects</b>, any <b>prototype</b> and any cash, bank notes or currency vouchers.</p>
<b>Personal effects</b>	Articles worn, used or carried about the person which belong to <b>your</b> partners, directors, trustees, committee members, employees, volunteers or visitors to the <b>contract location</b> or for which such persons are legally responsible.

#### What is covered

**We** will insure **you** against **damage** occurring during the **period of insurance** to **contract works** at a **contract location** until:

- a. a certificate of completion has been issued; or
- b. the completion of the **contract works**; or
- c. the **contract works** are taken into use by the principal;

whichever is the earliest. **We** will also provide cover for a further 14 days after this date but only if **you** remain contractually responsible for implementing any security measures at the **contract location**;

and any other items as specified in the schedule.

#### Additional cover

The following are also provided up to the amount stated in the schedule:

Reconstitution of electronic data	1. the reasonable cost of reconstitution of data <b>you</b> need to continue or complete the <b>contract works</b> if <b>your</b> electronic data has been lost or distorted as a direct result of <b>damage</b> covered under this section.
Loss prevention costs	2. the reasonable and necessary costs <b>you</b> incur to protect the <b>contract works</b> from imminent insured <b>damage</b> occurring during the <b>period of insurance</b> .
Removal of debris	3. the reasonable costs and expenses <b>you</b> incur for clearance of the debris of <b>contract works</b> from the <b>contract location</b> or the area immediately adjacent, following <b>damage</b> insured by this section.

### What is not covered

We will not make any payment for:

1. **damage** caused by:
  - a. wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
  - b. dryness or humidity, being exposed to light or extreme temperatures, unless the **damage** is caused by **storm** or fire;
  - c. coastal or river erosion;
  - d. a rise in the water table;
  - e. theft from an **unattended vehicle** unless the item is completely hidden within the storage compartment, boot or trailer of the vehicle and all security measures on the vehicle or trailer are fully operational;
  - f. theft, attempted theft or malicious damage, other than theft from an **unattended vehicle**, unless the item is stored in a securely locked room or building;
  - g. a **virus** or **hacker**.
2. **damage** to any **property**, other than **contract works**, at a **contract location**.
3. loss or distortion of information resulting from **failure of computers**.
4. the value to **you** of any lost or distorted information.
5. **damage** to any **contract works** or any item directly resulting from its own **failure**.
6.
  - a. misuse, inadequate or inappropriate maintenance;
  - b. defective design;
  - c. faulty workmanship or the use of faulty materials. This clause does not apply to **damage** otherwise covered under this section to any part of the **contract works** which itself is free of fault or defect, where the **damage** is caused directly by faulty workmanship or use of faulty materials.
7. unexplained loss or disappearance or inventory shortage.
8. loss due to clerical or accounting errors.
9. loss by fraud or dishonesty other than the direct physical theft of **contract works**.
10. consequential, indirect or financial losses of any kind, other than as provided under **What is covered, Additional cover**.
11.
  - a. **damage** caused solely by pollution or contamination; or
  - b. any costs or expenses relating to the clean up or decontamination of land caused by pollution or contamination.
12.
  - a. **damage** directly or indirectly caused by, resulting from or in connection with **terrorism** or any action taken to control, prevent or respond to **terrorism**;
  - b. **damage** in Northern Ireland directly or indirectly caused by civil commotion.

If there is any dispute between **you** and **us** over the application of this clause, it will be for **you** to show that the clause does not apply.
13. **war, confiscation and nuclear risks**.
14. the amount of the **excess**.

#### How much we will pay

Repair and replacement	<p><b>We</b> will pay up to the <b>amount insured</b> stated in the schedule unless limited below or in the schedule.</p> <p>At <b>our</b> option <b>we</b> will pay for any lost or damaged <b>contract works</b> on the following basis:</p> <ol style="list-style-type: none"> <li>the cost of reinstatement, repair or replacement of the <b>contract works</b> at the cost price to <b>you</b>; or</li> <li>the amount of <b>your</b> legal liability to repair, reinstate or replace the <b>contract works</b>.</li> </ol>
Professional fees	<p><b>We</b> will pay the necessary and reasonable architects', surveyors', consulting engineers' and other professional fees <b>you</b> incur in reinstating, repairing or replacing the <b>contract works</b> following <b>damage</b> insured by this section in accordance with the scale of the appropriate professional body.</p> <p><b>We</b> will not pay for the cost of preparing a claim.</p>
Pair and sets	<p>If any part of any <b>contract works</b> which has an increased value because it forms part of a pair or set is <b>damaged</b> any payment <b>we</b> make will take account of the increased value.</p>
Other interests	<p>Any payment will take into account the interest of any party having an insurable interest in the <b>contract works</b> insured, provided <b>you</b> have advised <b>us</b> of the nature and extent of the interest together with the name and address of that interested party.</p>

#### Your obligations

If any damage occurs	<p><b>We</b> will not make any payment under this section unless <b>you</b>:</p> <ol style="list-style-type: none"> <li>notify <b>us</b> promptly of any <b>damage</b> which might be covered;</li> <li>notify <b>us</b> of any loss arising from theft or attempted theft by any director, partner, trustee, committee member, employee or volunteer of <b>yours</b> within ten working days of its discovery by <b>you</b>;</li> <li>report to the police or any relevant local authority, as soon as reasonably possible, any <b>damage</b> arising from theft, arson, malicious damage, riot or civil commotion and obtain a crime reference from them; and</li> <li>arrange for urgent repairs to be done immediately. Before any other repair work begins <b>we</b> have the right to inspect the damaged property. <b>We</b> will tell <b>you</b> if <b>we</b> want to do this.</li> </ol>
Backing-up electronic data	<p><b>You</b> must take all reasonable steps to make back-up copies of data at least once a week and keep the copies away from the <b>contract location</b>. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p>
Unoccupancy	<p><b>You</b> must tell <b>us</b> immediately if the buildings at the <b>contract location</b>, including any self-contained areas of the buildings, will be left unoccupied or will not be used for more than 30 consecutive days. <b>We</b> may change the terms and conditions of this <b>policy</b> or impose additional requirements that <b>you</b> must carry out. If <b>we</b> impose additional requirements <b>we</b> will tell <b>you</b> the timeframes within which <b>you</b> must carry them out.</p> <p>If <b>you</b> do not tell <b>us</b>, <b>we</b> will not make any payment under this section for <b>damage</b> occurring while the buildings at the <b>contract location</b> are unoccupied or not being used.</p>