

Self-build Insurance Policy

Property and Liability Insurance

Summary of Cover for Retail Customers

Please read this document carefully

This is a summary of the cover provided by the Brit Insurance Self-build Insurance policy. It contains references to the key features and benefits of the policy, as well as references to significant and unusual exclusions and limitations. It does not contain the full policy definitions, terms, exclusions and conditions. These can be found in the Policy Document, a copy of which is available from your insurance broker.

Aims of the policy

This policy is intended to provide you with protection against some of the risks you face. We aim to ensure that the critical risks you are exposed to are covered by this policy and that you receive adequate financial compensation following an insured event taking place.

Your commitment

You need to ensure that you are able to maintain the required premiums so that the cover can be continuous. You also need to ensure that the information you give us regarding your activities, circumstances and nature of risk is accurate and regularly reviewed so that, in the event of a claim, you still have adequate and valid insurance cover.

The policy is issued for an eighteen month period unless you request otherwise. If your proposed policy is for a longer period we would advise you to review and update your cover on a regular basis to ensure it remains adequate.

Our obligations

We undertake to provide cover to your business according to the terms of the policy schedule and the accompanying policy document. Please make careful note of the exclusions, conditions and limits of cover, so that you are clear about what you might expect in the event of a claim.

Cover under this policy is subject to specific limits and excesses. Please refer to your broker for full details.

Arranged by:



Underwritten by:



Section 1

Contractors All Risks

The Cover

This Section provides cover for the works (the temporary or permanent work specified in the contract being executed, including materials supplied and for use in connection with the works & such property whilst temporarily stored). Cover is provided on an All Risks basis.

Perils include damage caused by:

- Fire
- Lightning
- Explosion
- Earthquake
- Storm
- Flood
- Subsidence
- Theft
- Escape of water
- Impact by road vehicles or animals
- Accidental loss
- Impact by aircraft or other aerial devices
- Riot
- Civil commotion
- Strikers
- Locked out workers
- Persons taking part in labour disturbances
- Malicious persons other than thieves

Extensions

Where a property is being renovated or converted, cover can be extended to include the existing structure (cover may be restricted)

Costs in respect of removal of debris and clearing drains and sewers following damage insured

Loss of or Damage to Employee's tools clothing and Personal Effects whilst on or about the contract site up to a limit of £2,000

The cost of reproducing plans and specifications up to a limit of £100,000

Professional fees necessarily incurred in connection with the reinstatement of Damage insured

Additional cost for complying with European Union legislation or public authority regulations during reinstatement of property following damage

The additional costs of weekend working overtime additional plant hire charges and express delivery reasonably and necessarily incurred to expedite repair reinstatement or replacement of loss or damage up to a limit of £50,000

The cost of recovery or withdrawal of any Contractors' Plant which is unintentionally immobilised

The Policy notes the interest of any Bank, Finance, Insurers, Building Society or other institution or concern that has a financial interest in the Works or Contractors' Plant covered

Indemnity will not apply to Damage caused by or arising out of electrical or mechanical testing of any machinery or plant comprising the Works except during a period not exceeding 45 days from the commencement of such testing

Charges relating to legal liability for continuing hire charges whilst insured plant is out of use following loss or damage up to a limit of £50,000

Own and hired in plant, site huts, caravans and contents therein up to the limit specified in the Schedule

Conditions

When the contract site or premises used for storage is left unattended the site or premises shall be securely locked, tools and equipment shall be kept in a securely locked building and plant shall be kept in a secure and locked compound or premises

Exclusions

Consequential loss, loss of use, liquidated damages or penalties for delay or non-completion

Loss or damage to aircraft, hovercraft and any waterborne craft other than safety boats or other craft up to 20 feet in length on or about the contract site

Loss or damage to mechanically propelled vehicles of any sort unless specifically included under the hired in plant section

Damage caused by latent defect, defective design or materials, gradual deterioration, wear and tear.

The cost of making good mechanical or electrical breakdown or derangement

Damage to stock and materials in trade unless specifically designated for use in the works

Loss of money

Any loss which only becomes apparent on inventory and which cannot be attributed to a traceable occurrence

Loss of or damage to or destruction distortion erasure corruption or alteration of Electronic Data

Damage caused by or arising from Pollution or Contamination

Loss or damage to any structure existing at the commencement of the Works unless cover has been specifically agreed

Section 2 Employers' Liability

The Cover

This Section covers legal liability for damages and claimants costs in respect of any person employed (including labour only sub-contractors and casual workers) arising out of and in the course of their employment, as well as legal costs incurred with the written consent of Brit Insurance.

Extensions

Cover under this Section includes Unsatisfied Court Judgements, Health and Safety at Work legal defence costs and compensation for court attendance

Exclusions

Road traffic legislation

Offshore work

Section 3 Public Liability

The Cover

This Section covers legal liability for damages and costs in respect of accidental injury to person, accidental damage to property or accidental nuisance occurring in connection with the business of the insured as well as legal costs incurred with the written consent of Brit Insurance.

Extensions

Cross liabilities if the insured comprises more than one party all shall be indemnified

Contingent motor liability

Overseas personal liability if insured is temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

Legal liability for damages, costs and expenses arising from Section 13 of the Data Protection Act

Legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972

If the insured is carrying out a contract on behalf of a principal, cover extends to include the principal

Health and Safety at work legal defence costs

Compensation for court attendance

Consumer Protection Act legal defence costs

Legal costs and expenses incurred for a breach of Part II of the Food Safety Act 1990

Negligent Breakdown for plant hired in under the Model Conditions for Hiring of Plant of the Construction Plant Hire Association indemnity is provided against legal liability under clause 9 (d) of such conditions

Exclusions

Any loss resulting from pollution contamination

Any loss resulting from the use of mechanically propelled vehicles compulsorily insurable under the provisions of any Road Traffic Act or where indemnity is provided by any other insurance

Any loss resulting from the use of any vessel or craft

Property in the care, custody or control of the insured

Offshore work

Fines or penalties

Arising out of liquidated damage or penalty clauses or performance warranties

Loss or damage to the Works or Contractors' Plant other than that caused solely during repair or servicing work

Loss or damage to any Product supplied or the expenses incurred in repairing, replacing, recalling, making good or making any refund

Cost of making good faulty or defective design or specification, materials, goods or other property supplied, installed or erected

Section 3

Public Liability continued

Caused by or arising from advice design specification plans formula or directions

Arising out of any demolition to a structure which is over three metres in height, the demolition of any structure by use of a mechanically operated ball and chain, the use of explosives

Any work involving asbestos or asbestos fibres

Legal liability arising out of business conducted or transacted via the internet or via transmission of electronic mail

Loss or damage to property to the extent that the contractor is required to effect insurance under the terms of clause 21.2.1 of the 1998 Edition of the Joint Contracts Tribunal conditions of contract (or any subsequent revision or substitution) or under the terms of any other contract requiring insurance of like kind

For Damage arising from directional drilling operations

Conditions

Compliance with the Use of Heat Safety Precautions

Any bona fide subcontractor must have in force EL, PL and Products Liability insurance whilst working for the Insured

All reasonable precautions must be taken to identify the location of any pipes cables and other underground services

Sections 2 and 3

Additional Exclusions to Sections 2 and 3

Any loss as a result of radioactive contamination

Punitive and exemplary damages

Fines, liquidated damages, penalty clauses and performance warranties

Any loss resulting from inhalation of asbestos

Any loss resulting from pollution for operations located within the USA or Canada

War

North American companies

Section 4

JCT Clause 21.2.1 (or equivalent) Insurance

The Cover

This Optional Section provides cover for costs in respect of injury or damage to any property caused by collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water arising from carrying out the works

Exclusions

Damage or injury for which the insured is liable under Clause 20.2 of the JCT Standard Form of Building Contract (1998 Edition) or equivalent or which is the responsibility of the Principal under the provisions of this clause

Damage or injury attributable to errors or omissions in the designing of the Works

Sums payable under any penalty clause or by way of damages for breach of contract

Shoring

Damage caused by or arising from demolition, the use of explosives, tunnelling or piling work, underpinning or deliberate de-watering or drainage of the site

General Policy Conditions and Exclusions

General Policy Conditions

The insured has obligation regarding the notification of any incident which may give rise to a claim

The insured must cooperate with Brit in the event of a claim

Any alteration to the risk must be advised and accepted by Brit

Arbitration shall apply in the event of a dispute regarding a claim

In the event of fraud by the insured all cover shall be void

The insured shall take all necessary precaution and reasonable care to avoid a loss

For full details of all conditions please refer to the policy document.

General Policy Exclusions

Loss resulting from ionising radiations, contamination, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Loss resulting from fungal pathogens

Loss resulting from radioactive contamination, war and confiscation

Loss resulting from pollution or contamination

Loss resulting from terrorism, where the insured is acting as an independent building contractor and not in a personal capacity

For full details of all exclusions please refer to the policy document.

Further Information

Cooling Off Period

If you had not received a copy of your full terms and conditions when you purchased your insurance policy from us you may cancel this policy within 14 days from the date that they were received without penalty. We will only charge you for the time you were on risk, providing you have not made a claim.

Claims

In the event of a claim you should call the **Brit Claims Line** on: **0800 587 6713**

You can also call **DMS Self-build** at **Atkinson Smith Limited** on: **01302 346 804**.

Data Protection Act 1998

We may store your information on a computer and use it for administration, risk assessment, research and statistical purposes, marketing purposes and for crime prevention (see further details below). We will only disclose your personal details to third parties, if it is necessary for the performance of your contract with us.

In order to assess the terms of the insurance contract or administer claims that arise, we may need to collect data that the Data Protection Act defines as sensitive, such as medical history or criminal convictions. By proceeding with this contract you will signify your consent to such information being processed by us or our agents.

We will keep your information secure at all times. In certain circumstances, for example for systems administration purposes, we may have to transfer your information to another country, which may be a country outside the European Economic Area (EEA). By proceeding with your insurance application, we will assume you are agreeable for us to transfer your information to a country outside the EEA.

Should you wish to receive a copy of the information we hold on you, please contact:

Data Protection Officer
Brit Insurance Limited
55 Bishopsgate
London EC2N 3AS

Brit Insurance Limited

55 Bishopsgate, London EC2N 3AS
T. 020 7984 8500 F. 020 7984 8501

www.britinsurance.com

Registered in England and Wales number 2763688 at 55 Bishopsgate, London EC2N 3AS
Authorised and regulated by the Financial Services Authority
Member of the Association of British Insurers
A member of the Brit Insurance Group

[BIL/HCC/SB/UK/KF/JAN10/0249](#)

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Financial Services Compensation Scheme
7th Floor Lloyds Chambers
Portsoken Street
London E1 8BN
Tel: **020 7892 7300**
Fax: **020 7892 7301**
E-mail: enquiries@fscs.org.uk

Complaints Procedure

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel we have not offered you a first class service please write and tell us and we will do our best to resolve the problem.

In the first instance please contact your broker or agent from whom you bought your policy of insurance.

In the unlikely event you remain dissatisfied, please contact:

Complaints Team
Brit Insurance Limited
55 Bishopsgate
London EC2N 3AS
Tel: **020 7098 6509**
Fax: **020 7984 8473**
E-mail: complaints.team@britinsurance.com

In the event you wish to pursue matters further you may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and small organisations; further information is available from:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Helpline: **0845 080 1800**
Switchboard: **020 7964 1000**
Website: www.financial-ombudsman.org.uk

DMS Self-build at Atkinson Smith Limited

Mallard House, Sidings Court, White Rose way
Doncaster DN4 5NU
T. 01302 346 831 F. 01302 341 282

www.selfbuildonline.co.uk

Authorised and regulated by the Financial Services Authority.
Registered in England No 4323909 at Mallard House, Sidings Court, White Rose Way, Doncaster, South Yorkshire, DN4 5NU.
A member of the ProActive Group of Companies.