

summary of cover

CONTRACT WORKS INSURANCE

This document details the cover we can provide for our commercial or church policyholders when undertaking building or renovation works. Usually, this is in connection with premises which we already insure.

Your existing policy for your commercial premises or church may give some automatic cover for minor building works where you are required to take out insurance cover in joint names with the contractor under a JCT (or similar) contract, provided that the value of the contract doesn't exceed the specified limit in your policy.

When cover is required that is not covered by this automatic extension we can issue a separate contract works policy and also extend your existing policy to note the joint interest of the contractor. This summary of cover relates to the separate contract works policy.

This summary of cover highlights the main features and benefits and significant exclusions and limits of the policy. A significant exclusion is something that may affect your decision on whether the policy is suitable for you; it may also be unusual compared to other insurance products in the market.

The policy document

This summary does not contain all the terms and conditions that may apply to the policy. You will find the terms and conditions in the policy document.

We will send your policy document to you after you have taken out the policy. If you wish, we can send you a copy before you take out the policy or you can see it on our website at www.baptist-insurance.co.uk

Your policy schedule

When you take out cover with us we will send you a policy schedule that gives details of your cover and the property insured.



Summary of cover provided

The policy will offer insurance cover in the joint names of you and the contractor as required by a JCT or other similar contract for alterations or extensions to your property. The policy will cover the contract works and site materials and the duration of the policy will be the period of the contract.

It is a requirement of most building contracts that cover is included for acts of terrorism. We will therefore quote to include terrorism cover under both your property policy (if you do not already purchase the cover) and the contract works policy unless you specifically advise on the application form that terrorism cover is not required under the terms of the contract.

Features and benefits

The cover is 'all risks' which means that all physical loss or damage to the contract works and site materials is covered unless specifically excluded.

Professional fees, debris removal and cost of complying with EU and Public Authorities requirements are included within the sum insured on contract works and site materials (unless separately itemised).

The most we will pay is the sum insured applicable to each item.

Free issue materials

Free issue materials (for example materials or goods supplied at your own cost an intended to be included in the contract works).

Offsite storage

Includes materials or goods designated for incorporation in the contract which are temporarily held in store away from the contract site.

Automatic increase

This covers you if the value of the contract insured increases during the period of insurance.

Significant exclusions or limitations

- Items insured which are in a defective condition due to defect in design plan specification materials or workmanship or the cost of repairing such items.
- Any mechanical plant and equipment.
- The existing property (this should be covered under your existing property policy).
- Any part of the works which have been completed and handed over or taken into use (should be covered under your existing property policy).
- Penalties under contract for delay or non-completion.
- Disappearance or shortage of property only revealed following an inventory or not traceable to an identifiable event.

Cover for £5,000 of free issue materials is automatically given. You must advise if you require a higher limit.

This does not apply while the materials or goods are being worked upon. The most we will pay is 15% of the sum insured on contract works and site materials or £25,000 (whichever is the less) at any one location.

This is limited to 115% of the sum insured on contract works and site materials.

Features and benefits

Extension period

Extension of cover beyond the last day of the period of insurance shown in the schedule.

You must advise us immediately if the works are likely to overrun the automatic extension.

Temporary repairs and expediting expenses

When we have admitted liability for damage that has occurred we will pay the necessary costs for making temporary repairs and/or expediting the repair. This cover is in addition to the sum insured on contract works and site materials.

Excess

You will be responsible for the first amount of the claim ie the excess.

Excesses vary depending on the size and complexity of the contract.

Your schedule will detail your excess amounts.

Significant exclusions or limitations

The maximum automatic extension is 31 days.

The extension does not apply if it is as a result of damage insured by the policy.

This cover is limited to 20% of the cost of repair had the expediting expenses not been incurred or £50,000 in total, whichever is the lower.

The minimum excesses are

- £500 for each loss caused by fire, theft, attempted theft or malicious persons.
- £250 for any other loss.

General conditions

Works stop mid contract

If the contract works stop before the completion date and are not likely to re-commence within 28 days you must tell us as soon as possible. In such circumstances we may cancel the policy from the date that the works stopped or impose terms or charge an additional premium.

In the event of a possible claim

When an incident occurs that may result in a claim you must tell us as soon as possible and give us any information we require within 30 days. You must take all practicable steps to recover property lost and otherwise minimise the claim and tell the police immediately if the damage is as a result of theft, riot or malicious damage.

Cancellation

You may cancel the policy if it becomes unnecessary as the contract does not start as planned and we will refund the premium you have paid.

Hot works

Where 'hot works' are involved, eg welding, grinding, the use of open flames or the application of heat, the contractor named as the joint insured must ensure that the 'hot works' conditions contained in the policy are complied with. These include issuing a Hot Works Permit. A 'nominated person' (usually a representative of the contractors) is appointed to oversee the 'hot works'. A copy of the permit can be found on our website - www.baptist-insurance.co.uk. The 'Issuing Company' referred to in the permit is the company the nominated person represents and is responsible for keeping copies of the forms. There will be no cover for the contractor if this condition is breached.

Important information

Fire and site safety

Every year there are numerous fires on construction sites and in buildings undergoing refurbishment.

For this reason those bodies concerned with the building industry have agreed a 'Joint Fire Code' (the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings undergoing Renovation). This aims to ensure the highest standards of fire prevention and safety. The Code can be obtained from the Fire Protection Association at a small charge (it is not available for free). E-mail fpa@thefpa.co.uk or visit their web-site www.thefpa.co.uk

In some instances where certain sums insured are exceeded or where the fire risk is increased we will be unable to offer cover unless you and the contractor formally agree to the Code under the building contract. We will advise you if this applies in your case.

General information

Enquiries

For all enquiries including claims call:

0345 070 2223

Law Applicable

This policy shall be governed by and construed in accordance with the law of England and Wales unless your central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Complaints

If you are unhappy with our products or service, please contact us as soon as possible. You can complain in writing or verbally at any time to:

The Baptist Insurance PLC
Beaufort House
Brunswick Road
Gloucester GL1 1JZ

Tel: 0345 070 2223
Email: enquiries@baptist-ins.com

Our promise to you

We will aim to resolve your complaint within one business day.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially.
- Keep you informed of the progress of the investigation.
- For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation

within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service,
Exchange Tower,
London, E14 9SR

Tel: **0800 0 234 567**

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

This complaints handling procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

www.fscs.org.uk

or write to:

Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London EC3A 7QU

Tel: **0207 741 4100** or **0800 678 1100**

Fax: **0207 741 4101**

Email: enquiries@fscs.org.uk

* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.

This contract is underwritten by:
The Baptist Insurance Company PLC.

Our FCA register number is 202032.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**



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