ALL RISKS CONTRACT WORKS



# summary of cover



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# All Risks contract works summary of cover

## Introduction

Our All Risks contract works policy has been designed to meet the demands and needs of customers who are required to take out insurance to cover the contract works and site materials as required by a JCT or other similar contract for alterations or extensions to an insured property.

This document provides only a summary of the main benefits of the All Risks contract works insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions, limitations and obligations you may have. For full details of all policy benefits and terms you should read the policy. A policy document is available by contacting us or your broker.

The policy is divided into two sections: Section 1 - All risks contract works; Section 2 - Terrorism - this cover is optional.

Please refer to your quotation or documentation for confirmation of the sections of cover selected.

## Things for you to think about

If any of the cover limits within this document do not meet your needs please contact us or your broker.

# Important information

# This policy is underwritten by

Baptist Insurance Company plc.

# **Duration of your policy**

The period of insurance will be shown on your policy schedule.

# How do you pay?

You must pay for your policy in full. Payment can be made by cheque, bank transfer or direct debit (by one payment).

## Where are you covered?

England, Scotland, Wales, Northern Ireland the Isle of Man and the Channel Islands.

# Excess

You will be responsible for an excess, the first amount of any claim. The excess applicable will be shown in your schedule.

# **Cancellation rights**

We have the right to cancel your policy by sending seven days' notice and shall refund to you the proportionate premium for the unexpired cover, this is shown in the policy document under the Policy conditions – Cancellation.

If this policy becomes unnecessary because the contract does not start as planned you may cancel this policy and we shall refund to you the premium you have paid.

# Section 1 All Risks contract works

# What is covered

The policy will offer 'all risks' 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 insured with us.

All risks means damage by any event not specifically excluded from this policy.

The policy will cover the contract works and site materials for the duration of the contract. It also provides cover for free issue materials (materials or goods supplied at your own cost and intended to be included in the contract works) and re-used materials (existing materials that will be re-used such as roof tiles and period timbers).

## How much you will be insured for

The sum insured will normally represent the contract value including architect's and other fees, debris removal costs and VAT that you are responsible for.

The policy will automatically include the following limits: Free issue materials - £5,000 Re-used materials - £10,000

#### How we settle claims

Unless we have agreed otherwise and where the sum insured allows, we will pay for the repair, reinstatement or replacement of the item insured.

## **Key extensions**

This section is extended to include (for the standard limit specified or otherwise the contract works sum insured):

- Offsite storage for materials or goods designated for incorporation in the contract works whilst temporarily held in store away from the contract site (excluding goods or materials being worked upon)
  - 15% of the sum insured or £25,000 (whichever is the less) at any one location.
- Automatic increase to the sum insured applies if the value of the contract insured increases during the period of insurance – our liability will be increased proportionally to a figure in all not exceeding 115% of the sum insured.
- An extension in cover beyond the last day of the period of insurance where the works do not complete by the original completion date, for a period not exceeding 31 days. This does not apply if the extension is a result of damage insured by the policy.
- Where we have admitted liability we will pay for the necessary costs for making temporary repairs and/ or expediting the repair - 20% of the cost of repair, reinstatement or replacement had the expediting expenses not been incurred or £50,000 in total (whichever is the less).

## What is not covered

#### Please refer to the general exclusions within the policy document for full details.

- Items insured which are in a defective condition due to defect in design, plan, specification, materials or workmanship or the cost of replacing, repairing or rectifying such items.
- Any mechanically propelled vehicle or plant for which a certificate of insurance or security is required under any road traffic legislation.
- 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 (this should be covered under your existing property policy).
- Penalties under contract for delay or non-completion or consequential loss of any nature.
- Disappearance or shortage of property only revealed when an inventory is made or is not traceable to an identifiable event.

#### What are your obligations

#### Please refer to general the conditions within the policy document for full details.

- You must advise us immediately if the works are likely to overrun or there are any changes to the contract or contract value.
- 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.
- 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.

#### **Contractors obligations and important information**

#### 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 requested from us or your broker or it 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.

#### 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. E-mail fpa@thefpa.co.uk or visit their website 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.

#### Things for you to think about

If any of the following apply please contact us or your broker:

- The sum insured and/or extension limits are insufficient to meet your needs.
- The free issue materials or the re-used materials limits are insufficient to meet your needs.
- If the existing building will not remain in normal use or occupation.

# Section 2 Terrorism

Depending on the terms of the contract, it may be a requirement that cover is included for acts of terrorism. We will therefore quote to include terrorism cover under your property policy (if you do not already purchase the cover), the contract works policy and any other buildings and contents insurance policy you hold with us, to comply with your insurance obligations.

## What is covered

An Act of Terrorism is defined as acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

Cover applies in England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987.

This section provides cover for damage to the contract works and site materials following a terrorism event.

#### What is not covered

Please refer to Section 2 Terrorism and the general exclusions within the policy document for full details.

- Riot, civil commotion or war.
- Computer virus, hacking or phishing.
- The excess.

#### Things for you to think about

- Terrorism events are unpredictable and are not confined to major cities. The All risks contract works cover does not include cover for terrorism as standard so you should consider adding the cover to your policy if such cover is required and to comply with your contractual obligations.
- If you choose to add cover for terrorism you must ensure that all of the property you are responsible for is insured for terrorism regardless of whether or not it is insured by us. Contact us or your broker to discuss this further.

# General information

## **Claims service**

For claims call 0345 070 2223.

New claims can be reported 24 hours a day, 7 days a week.

# **Complaint handling procedures**

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:

#### For all complaints

The Baptist Insurance Company plc Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom

Tel: 0345 070 2223 Fax: 0345 604 4486 Email: enquiries@baptist-ins.com

# Our promise to you

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

If this is not possible:

- Investigate your complaint diligently and impartially
- Keep you informed of the progress of the investigation
- 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 procedure does not affect your right to take legal proceedings.

# **The Financial Services Compensation Scheme**

The FSCS is the independent body, set up by the 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

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

# Law applying

Unless agreed otherwise, the law which applies to this contract is 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.

# Notes

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 FCAs register by visiting the FCAs website

www.fca.org.uk/register

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



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	Gloucester Business Park,
	Brockworth, Gloucester,
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