



CONTRACT WORKS POLICY SUMMARY

The following summary does not contain the full terms and conditions of the contract which can be found in the insuring document. The summary does not form part of your contract of insurance.

INSURER

This insurance is underwritten by Lemma Europe Insurance Company Limited, registered address (Reg No 96577) 57/63 Line Wall Road, Gibraltar. Lemma Europe Insurance Company Ltd is also registered with the Financial Services Authority (FSA) 25 North Colonnade, Canary Wharf, London E14 5HS under Firm Number 477453. This can be verified by visiting the FSA web site www.fsa.gov.uk/register or by phoning them on 0845 606 1234

ABOUT YOUR POLICY

This Insurance provides the following coverage:

Cover specific features and benefits (referenced to the sections contained in the insurance document)

Contract Works are defined as:

all works executed or in the course of execution by the Insured in the performance of any contract and materials for incorporation therein and all plant, tools, equipment, temporary works, temporary buildings or any other property on or adjacent to the site for the purpose of the execution of the works.

Contract Works are covered for loss or damage caused by:-

Any loss or damage not specifically excluded

SIGNIFICANT OR UNUSUAL EXCLUSIONS OR LIMITATIONS

1. The costs necessary to replace, repair or rectify any of the Property Insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship, or which relies for its support or stability on any other part of the property

This exception shall not apply to the remainder of the Property Insured which is free of such defective condition but is accidentally damaged as a consequence of such defect.

For the purpose of the Policy and not merely this exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

2. Loss or damage due to wear and tear, erosion, corrosion, oxidation, gradual deterioration due to lack of use or atmospheric conditions.
3. Loss of or damage to constructional plant, equipment, machinery or tools more specifically insured under the Contractors Machinery sections of this Insurance.
4. Loss of any property by disappearance or by shortage where such loss (or damage) is revealed only by the making of any inventory or periodic stocktaking or is not traceable to a specific event.
5. Loss of or damage to files, drawings, accounts, bills, currency, cash, stamps, deeds, evidence of debt, promissory notes, securities or cheques.
6. Loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft.

7. Loss of or damage to property forming or which has formed part of any structure prior to the commencement of the Contract or Works.
8. Loss of or damage to any part of the permanent works:
 - (a) after such part has been taken into use by the owner, tenant or occupier, or
 - (b) for which a certificate of completion has been issued other than -
 - (i) during the period of maintenance arising from a cause occurring during the construction period;
 - (ii) where loss or damage is the responsibility of the Insured under the terms of any maintenance period or defects liability period clause incorporated in the Contract;
 - (iii) speculative housing as stated in the Schedule.
9. Loss or damage due to total or partial cessation of work and against which the Insured shall have failed to protect the Property Insured.
10. Consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract or financial guarantees.
11. Piling Exclusion

This Insurance excludes any loss of or damage arising from the failure of the Insured's pile(s) and/or pile cap(s) to perform its (their) intended function.

12. Rip and Tear Exclusion

This Insurance does not cover the Insured's liability arising from -

1. the cost of digging out and removing/replacing any cement or concrete supplied by the Insured
2. any claim for rebuilding cost including any loss or expenses consequent upon rebuilding which is due to the failure of cement or concrete to fulfil the purpose for which it was supplied.

13. Tar Boiler Warranty

This Insurance excludes the Insured's liability arising from the use of tar boilers above ground level unless as a condition precedent to liability -

- (a) regulation spill tray is in use
- (b) fire powder or extinguishers are kept on hand for immediate use
- (c) the equipment is constantly attended to when hot or in use.

How We Settle Your Claim

In cases where damage to the Property Insured can be repaired the Insurers will pay the expenses necessarily incurred to restore the damaged item to its former state plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight, customs duties and dues, if any.

In cases where the Property Insured is destroyed the Insurers will pay the actual value immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection, customs duties and dues, if any. Such actual value to be calculated by deducting proper depreciation (where applicable) from the replacement value of the item. The value of any salvage shall be taken into account.

CANCELLATION

You can cancel your new insurance policy up to 14 days from the start of the contract (plus postage time) and receive a full premium refund. After this you may cancel your insurance at any time by writing to us. Any return premium will depend on how long the insurance has been in force and whether you have made a claim. We may cancel your insurance policy by sending you 30 days' notice by registered post to your correspondence address shown in the schedule. Any return premium will depend on how long the insurance has been in force.

CLAIMS

If you believe that you have a claim under this Insurance, you should notify your insurance broker or :

Advance Underwriting Ltd PO Box 186, Ipswich, Suffolk IP4 4HP

Tel: (01473)-711475

Fax: (01473)-400075

Email :enquiries@advanceunderwriting.co.uk

COMPLAINTS

If you have any questions or concerns about your policy or the handling of a claim, in the first instance, contact the insurance broker who sold you this insurance.

If you are still unhappy with any issue connected with the handling of your insurance policy or claim then you should direct your enquiry in writing to:

The Complaints Manager Lemma Europe Insurance Company Ltd, 85 Main Street Gibraltar.

You will receive an acknowledgement within 5 working days of receipt of your complaint together with a detailed timetable of the actions we will take to handle/investigate your complaint.

If after taking this action you are still not satisfied please write to

Chief Executive Officer Lemma Europe Insurance Company Ltd, 85 Main Street Gibraltar.

If the matter is not resolved to your satisfaction you may request assistance from:-

The Financial Ombudsman Service

LAW APPLICABLE TO THE INSURANCE

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law, unless the home is in Scotland or Northern Ireland, in which case the insurance shall be subject to the laws of Scotland or Northern Ireland as the case maybe.