

Proposal Form for JCT Clause 21.2.1 (or equivalent) Insurance

Please complete this form and return it to us via your Insurance Broker, together with any relevant plans, Schedules of Condition or other documents which you believe will assist us in underwriting the risk.

Section 1 – General details

a) Name and address of Main Contractor:

Postcode

b) Name and address of Employer:

Postcode

c) Address of Contract Site:

Postcode

d) Please provide a general description of the Contract Site ground conditions:

Postcode

e) Description of Contract and brief details of work to be undertaken:

Postcode

f) Contract Value:

£

g) i) Commencement date of contract:

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ii) Period of Contract:

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iii) Defects Liability Period:

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h) Edition of contract if not JCT 1980 Edition incorporating 1986 amendments:

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i) Please specify the Limit of Indemnity required:

£

b) Are you able to confirm that Schedules of Condition and/or photographic records have been prepared for each of these properties? (Assuming so, we will require sight of these.)

YES / NO

If 'NO', please explain below why this is the case:

Section 4 – The activities involved in the Contract

a) Is anything being demolished?

YES / NO

If 'NO', proceed to **b)**, otherwise please use the box below to provide the following information:

- i)** What is being demolished and the method of demolition to be adopted?
- ii)** If there are any internal walls or other structures are these load bearing?
- iii)** Number of storeys above ground level?
- iv)** Distance from nearest property? (unless only internal demolition involved)
- v)** Is there any demolition below ground level? If so, to what maximum depth and what minimum distance from the nearest property?
- vi)** Will shoring and/or propping be required? If yes, please provide details.

b) Is any Excavation work to be undertaken?

YES / NO

If 'NO', proceed to **c)**, otherwise please use the box below to provide the following information:

- i)** To what depth?
- ii)** Minimum distance from nearest property?
- iii)** Means to be adopted to support the excavation?

c) Is any Piling work to be undertaken?

YES / NO

If 'NO', proceed to **d)**, otherwise please use the box below to provide the following information:

- i)** Type/method of piling?
- ii)** Number of piles and maximum depth
- iii)** Minimum distance from nearest property?

d) Is any Underpinning work to be undertaken?

YES / NO

If 'NO', proceed to e), otherwise please use the box below to provide the following information:

- i) Overall length involved?
- ii) Maximum depth
- iii) Maximum length any one bay?

e) Is any Dewatering work to be undertaken?

YES / NO

If 'NO', proceed to f), otherwise please use the box below to detail the method being used:

f) Is any Ground Stabilisation work to be undertaken?

YES / NO

If 'NO', proceed to **Section 5**, otherwise please use the box below to provide the following information:

- i) Method?
- ii) Minimum distance from nearest property?

Section 5 – Declaration

The undersigned declares on behalf of all parties proposing for insurance that to the best of their knowledge and belief the statements provided herein are true and complete and all material facts or circumstances have been fully disclosed. A material fact is one which may influence an Underwriter's judgement in the consideration of your proposal and the terms on which it may be offered including the amount of premium payable. If you are in any doubt as to whether a fact is material you should disclose it. FAILURE TO DISCLOSE could prejudice your rights to recover in the event of a claim or allow Insurers to void the policy.

The undersigned declares and agrees that the proposal form together with any other information supplied shall form the basis of any subsequent contract of insurance and undertakes to inform the Insurer of any material alteration to those facts occurring before completion of the contract of insurance.

Signing this proposal does not bind the proposer to enter into this insurance.

It is hereby agreed that the Underwriter is authorised to make any investigation and inquiry in connection with this proposal that it deems necessary.

The proposer and the Underwriter are entitled to choose the law that will govern this contract of insurance. The Insurer proposes English law and this will apply unless otherwise agreed.

_____ Date: _____

Signature

We recommend that you retain a copy of this proposal form and any other supporting documentation for your own records. To save the file press right-click and Save As.

Versatile Insurance Professionals Ltd

Registered Address: Bridge House, Okehampton EX20 1DL

Tel: 01837 658955 Email: info@versatileinsurance.co.uk Web: www.versatileinsurance.co.uk

Versatile Insurance Professionals Ltd is authorised and regulated by the Financial Conduct Authority

JCT CLAUSE 21.2.1 INSURANCE (OR EQUIVALENT)

Policy Summary



JCT CLAUSE 21.2.1 INSURANCE

Policy Summary

This policy is a single contract non renewable JCT Clause 21.2.1* insurance, underwritten by Royal & Sun Alliance Insurance plc. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.

Alternately, cover is available on an annual basis to cover all the Contractor's 21.2.1 requirements during the year. Cover is provided for each contract undertaken (up to the policy limit) during the period of insurance, subject to the terms and conditions of the policy.

You may renew your annual policy each year, subject to your needs and our terms and conditions

Clause 21.2.1 is contained in the JCT Standard Form of Building Contract. It requires insurance to be arranged, in the joint names of the Employer and Contractor, to protect the Employer in respect of their

legal liability for damage to adjacent or surrounding property, other than damage caused by the negligence of the Contractor or sub-contractors.

The insurance is purchased by the Contractor on behalf of the Employer to provide protection against the Employer's liability for loss, claims or proceedings that arise due to non-negligent damage to property (other than the contract works) while undertaking a building contract due to:

- Collapse.
- Subsidence.
- Heave.
- Vibration.
- Weakening or removal of support.
- Lowering of groundwater.

**(RIBA Clause 19 (2) (a) – in pre-1980 editions)*

The following points should be noted:

- The policy is automatically issued in the joint names of the Employer and the Contractor and covers all the perils specified in JCT Clause 21.2.1.
- The period of cover is to the expiry of the work plus the maintenance period.
- Cover includes the Employer's own property if it does not constitute the contract works. A separate contractor's all risks insurance should be arranged to cover damage to the contract works.
- The contractor's own Public Liability policy will cover the contractor's negligence.
- It is preferable to have the 21.2.1 risk and the contractor's Public Liability risk placed with the same insurer to avoid disputes as to whether the contractor was negligent or not, if a claim arises.

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations. For full policy details and our full terms and conditions please read your Policy Wording, which will be provided on completion of your contract, or at any time on request.

Important Information

The Other Important Information section of this Policy Summary explains the following:

- Law and language applicable to the policy.
- Our complaints procedure.

Table 1 Standard Features and Benefits

The following will automatically be added to your policy, according to the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations
Clause 21.2.1 - A Brief Summary of the Cover	
<p>Standard Covers: Any expense, liability, loss, claim or proceedings which the Employer may incur or sustain by reason of injury or damage to property happening during the period of insurance and caused by</p> <ul style="list-style-type: none"> • collapse • subsidence • heave • vibration • weakening or removal of support • lowering of groundwater <p>arising from the carrying out of the contract.</p> <p>Your Policy Wording follows the wording of Clause 21.2.1 as closely as possible.</p>	<ul style="list-style-type: none"> • Negligence, omission or default of the Contractor; or of any sub-contractor; • Errors or omissions in the designing of the Works. • Injury or damage which can reasonably be foreseen to be inevitable. • Damage to the contract works. • Injury or damage where cover is provided by any other insurance, which is the responsibility of the Employer to insure under JCT Clause 22.C.1 or equivalent. • Pressure waves from aircraft or other aerial devices or sonic booms. • Nuclear or war risks. • Gradual pollution. • Any penalties or sums payable due to breach of contract. • A Limit of £1,000,000 per contract applies for annual automatic covers. • Limits up to £5,000,000 can be provided, with higher limits often available on request. • Costs and expenses incurred with our written consent are paid in addition to the indemnity limit.

Table 2 General Conditions and Exclusions

The following apply to the policy as a whole, regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read your Policy Wording/Schedule.

Excesses and Limits	Policy Section
<ul style="list-style-type: none"> • Any excesses applicable to your policy are detailed in your Policy Wording. These amounts must be paid in the event of each and every claim. • Limits may apply to your policy; please see your Policy Schedule for details. 	All

OTHER IMPORTANT INFORMATION

Law applicable to the policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Insurance shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

Complaints

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint, you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. They will tell you what they will do to resolve your concerns and how long it will take. In the unlikely event that you remain dissatisfied and wish to make a complaint, please contact our Customer Relations Office at the address below.

Customer Relations Office
RSA
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

What to do if you are still not satisfied

If you are still not satisfied Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London
E14 9SR

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court,
Chart Way, Horsham, West Sussex RH12 1XL.
Authorised and regulated by the Financial Services Authority.