

JCT Clause 21.2.1 Insurance Policy Summary

This policy has been arranged by your broker Versatile Insurance Professionals Ltd with JCT2121.co.uk, a trading name of Inspired Underwriting Ltd, an Appointed Representative of Insurance and Regulation Group Services Ltd. The insurers providing the security for the policy are Catlin Insurance Company (UK) Ltd.

1. This Policy Summary does not contain the full terms and conditions of the Policy, which can be found in the Policy document, and to which the following is subject. Please take time to read the full policy document (copy available upon request) to ensure that you understand the extent of cover provided.
2. The Policy runs between the dates shown as the period of insurance in the Schedule and includes any maintenance/defects liability period stated therein.
3. You and the insurer are free to choose the law applicable to this contract but in the absence of any agreement to the contrary, English law will apply.
4. Cover - Clause 21.2.1 is contained within the JCT Standard Form of Building Contract. It requires a policy in the joint names of the Employer and Contractor to be arranged to protect the Employer in respect of their legal liability for damage to adjacent or surrounding property, other than for 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 themselves) whilst undertaking a building contract due to collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water.

The maximum payable in respect of any one claim is the amount chosen by you (which should be no less than the amount specified for 21.2.1 insurance in the contract) and shown as the 'Limit of Indemnity' in the policy schedule. Unless otherwise stated, costs incurred in the defence or investigation of the claim will be paid in addition to this figure.

5. Exclusions - some of the more significant exclusions include Injury or damage to property:
 - ❖ arising from the negligence of the Contractor or any sub-contractor (Public Liability cover)
 - ❖ arising from errors or omissions in the designing of the Works (Professional Indemnity cover)
 - ❖ which is reasonably seen to be inevitable
 - ❖ forming (part of) the contract works
 - ❖ 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
 - ❖ arising from nuclear or war risks
 - ❖ arising from gradual pollutionand additionally
 - ❖ any penalties or sums payable due to breach of contract
 - ❖ the Deductible
6. Claims are to be notified in writing to your broker.
7. The Policy contains a provision for complaints to be made to:
 - Compliance Officer
 - Catlin Insurance Company (UK) Limited
 - 20 Gracechurch Street, London, EC3V 0BGand, should you ("the policyholder") remain dissatisfied, you may be able to approach the:
 - Financial Ombudsman Service
 - South Quay Plaza, 183 Marsh Wall, London E14 9SR