



JCT CLAUSE 6.5.1 INSURANCE (OR EQUIVALENT)

Policy Summary



This policy is a single contract non renewable JCT Clause 6.5.1* 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 6.5.1 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 6.5.1 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.

*(JCT Clause 21.2.1 in earlier 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 6.5.1.
- 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 6.5.1 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 Important Information section of this Policy Summary explains the following:

- Law applicable to the Policy.
- Economic Financial or Trade Sanctions.
- Compensation.
- 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 6.5.1 – A Brief Summary of the Cover	
<p>Standard Covers:</p> <p>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 6.5.1 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 the provisions of Schedule 3 Insurance Option C.1 of the JCT Standard Form of Building Contract (2005 Edition) 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.

General Conditions and Exclusions

- If there are any changes to your business, the premises, the property therein or any other circumstances whereby the risk is increased you must inform us immediately.
- Failure to do so could invalidate the policy or result in a claim being rejected.
- Nuclear risks and war are excluded.

Policyholder's Contribution and Limits

- Any Policyholder's Contribution 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.

Important Information

Law applicable to the Policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy documentation.

Economic Financial or Trade Sanctions

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

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.

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Our complaints process

Step 1

Initially please contact your Broker or your usual business contact with your complaint.

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

Their contact details are as follows:

Post: RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly

- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints.

They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times.

If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

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 by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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