



# JCT CLAUSE 6.5.1 INSURANCE (OR EQUIVALENT)

Policy



This Policy is a contract between you (also referred to as the Policyholder or your) and us (also referred to as the Company, we, our or RSA)

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document

RSA's acceptance of this risk is based on the information presented to RSA being a fair presentation of the Policyholder's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Policyholder to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

RSA will provide the insurance described in this policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Policyholder shall pay and RSA shall agree to accept the premium

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## Claim Notification

Conditions that apply to this policy in the event of a claim are set out in the Claims Conditions pages of this policy. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements

Directions for claim notification are included in the claims conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required

The claims conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and have developed a network of contractors, repairers and product suppliers dedicated to providing claims solutions

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier

## JCT Clause 6.5.1 Insurance (or equivalent)

### **THIS INSURANCE ONLY APPLIES WHERE SHOWN AS OPERATIVE IN THE SCHEDULE**

The Company will indemnify the Insured in respect of any expense liability loss claim or proceedings which the Employer may incur or sustain by reason of injury or damage to any property happening during the Period of Insurance and caused by collapse subsidence heave vibration weakening or removal of support or lowering of ground water arising out of in the course of or by reason of the carrying out of the Works

#### **Provided that**

- 1 the Insured's Contribution will be payable before the Company shall become liable to make any payment
- 2 the liability of the Company under this Insurance shall not exceed the Limit of Indemnity in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause but the Company will in addition pay all costs and expenses incurred with its written consent in the defence investigation or settlement of any claim
- 3 the Company may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Company the claims can be settled

The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment

# Definitions

## Relevant Contract

The contract described in the Business

## Period of Insurance

The period of the Works plus the maintenance or defects liability all as shown in the Schedule

## Works

All work executed or to be executed under the Relevant Contract

## Notice of Adjudication

Any notice issued to a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the Contract to Adjudication

## Insured's Contribution

The amount or amounts specified in the Schedule which the Insured agrees to pay

## Exclusions to JCT Clause 6.5.1 Insurance (or equivalent)

The indemnity will not apply in respect of

### 1 Other Insurances and Inevitable Damage

injury or damage

- A) for which the Contractor is liable under Clause 6.2 or any equivalent thereof
- B) attributable to errors or omissions in the designing of the Works
- C) which can reasonably be foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution
- D) which is the responsibility of the Employer under the provisions of Schedule 3 Insurance Option C paragraph C.1 of the JCT Standard Form of Building Contract (2005 Edition) or any equivalent thereof

### 2 Damage to Works and Site Materials

damage to the Works and site materials brought on to the site of the Relevant Contract for the purpose of its execution except in so far as any part or parts thereof are the subject of a practical completion certificate

### 3 Breach of Contract

any costs or expenses incurred by the Employer or any other sum payable by way of damages for breach of contract except to the extent that such costs or expenses would have attached in the absence of any contract

### 4 Sonic Bangs

damage to property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

### 5 Radioactive Contamination

any expense liability loss claim or proceedings of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

### 6 War and Allied Risks

any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion or revolution insurrection or military or usurped power

### 7 Pollution or Contamination

injury or damage to property directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere

this Exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance

Provided that all pollution or contamination which arises out of one incident shall be considered for the purposes of this Insurance to have occurred at the time such incident takes place

# General Conditions / Claims Conditions

## 1 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

the rights and obligations applying to the Policyholder and the Company shall be interpreted in accordance with the provisions of the Insurance Act 2015

## 2 Alteration

This Policy shall be avoided if any alteration is made either in the Business or in the Property Insured therein or any other circumstances whereby the risk is increased unless otherwise stated,

at any time after the commencement of this Policy unless its continuance be admitted by the Company and the Company agree not to avoid the Policy provided that:

- i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement of this Policy the Company would not have entered into this Policy on any terms,
- ii) the Policyholder shall pay an appropriate additional Premium if required by the Company with effect from the date of the alteration,
- iii) the Company shall be entitled to impose appropriate additional terms, other than Premium, with effect from the date of the alteration

## 3 Observance

It is a requirement of the Company that the following conditions apply to all sections of the Policy except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees

Failure to comply with Conditions 4 and 5 will result in a claim being rejected or settlement reduced unless the Company considers such non-compliance to be immaterial to the loss

## 4 Reasonable Precautions

The Insured at his own expense shall

- A) take reasonable precautions to
  - 1) prevent any circumstances
  - 2) cease any activity

which may give rise to liability under this Policy

- B) maintain all buildings furnishings ways works machinery plant and vehicles in sound condition
- C) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require

## 5 Action by the Insured

The Insured shall without undue delay give to the Company notice with full particulars of any claim or circumstances which may give rise to a claim (regardless of the Insured's Contribution)

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt

Written notice shall also be given without undue delay by the Insured to the Company immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured singly or jointly without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured singly or jointly the defence or settlement of any claim or to prosecute any claim in the name of the Insured singly or jointly for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Insured shall give all such assistance as the Company may reasonably require

## 6 Contribution

If at the time of any claim there is or but for the existence of this Policy would be any other insurance covering the same loss destruction or damage or legal liability the Company shall not be liable under this Policy to indemnify the Insured except in respect of any amount beyond that which would have been payable under such insurance had this Policy not been effected

## 7 Notice of Adjudication

The Insured shall upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof by telephone to the Company

## 8 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Company has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

## 9 Non Payment Consumer Credit Termination

The Company reserve the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement or payment schedule



## **10 Financial or Trade Sanctions**

The Company shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any such Prohibition takes effect during the Policy period the Policyholder or the Company may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Company shall if and to the extent that it does not breach any prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this Clause Prohibition shall mean any prohibition or restriction imposed by law or regulation

# 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

### Step 1

If your complaint relates to your policy then please contact the sales and service team number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet. We aim to resolve your concerns by close of the next business day. 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:

The Head of Compliance  
RSA Northern Ireland Insurance Ltd  
Law Society House  
Victoria Street  
Belfast  
BT1 3GN

## 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 Services 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](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Services. This does not affect your right to take legal action, however, the Financial Ombudsman Services 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

# Fair Processing Notice

## How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance

## Who we are

This product is underwritten by RSA Insurance Ireland DAC

You are giving your information to RSA Insurance Ireland DAC and RSA Northern Ireland Insurance Ltd, which is a member of the RSA Group of companies (the Group). In this information statement, **we** **us** and **our** refers to the Group unless otherwise stated

## How your information will be used and who we share it with

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties

If you contact us electronically, we may collect your information identifier, e.g. Internet Protocol (IP) Address or telephone number supplied by your Service Provider

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change

We will not keep your information for longer than is necessary

## Sensitive Information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement

## How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

The Head of Compliance  
RSA Northern Ireland Insurance Ltd  
Law Society House  
Victoria Street  
Belfast  
BT1 3GN

RSA Insurance Ireland DAC is registered in Ireland under number 148094 with registered office at RSA House, Dundrum Town Centre, Sandyford Road, Dublin 16, Ireland and regulated by the Central Bank of Ireland.