



# JCT2121.co.uk

## JCT Clause 21.2.1 (or equivalent) Insurance Policy

This document contains the details of Your JCT Clause 21.2.1 policy. This policy is a contract between You and Us. It is arranged through JCT2121.co.uk, a trading name of Inspired Underwriting Limited, on Our behalf in accordance with the authorisation granted under the Contract Number stated in the Schedule.

This policy consists of the policy wording, the Schedule and Endorsements, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium We have relied on the information You have provided to Us.

We will, in consideration of the payment of the premium, insure You, subject to the terms and conditions of this policy, against the events set out in the Insuring Clause occurring during the Period of Insurance.

Please read this policy carefully and make sure that it meets Your needs. If any corrections are necessary You should contact JCT2121.co.uk through whom this policy was arranged.

Keep this document in a safe place - it contains important information about Your policy should You want to make a claim or make changes to Your insurance cover.

Signed:

On behalf of XL Catlin Insurance Company UK Limited

Date:

This policy is only valid when a completed and signed Schedule is attached to it.

### Inspired Underwriting Limited trading as JCT2121.co.uk

Inspired Underwriting Limited is an insurance intermediary which acts on clients behalf in arranging their insurance policies.

## Important Information

### POLICY FORMAT

Upon request JCT2121.co.uk can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If You require an alternative format You should contact JCT2121.co.uk through whom this policy was arranged.

### FAIR PROCESSING NOTICE

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (together, "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.



The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [compliance@axaxl.com](mailto:compliance@axaxl.com)

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://axaxl.com/footer/privacy-and-cookies>.

### THIRD PARTY RIGHTS

A person who is not a party to the contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

### LAW AND JURISDICTION

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

### CANCELLATION AND COOLING OFF

#### Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying Us through JCT2121.co.uk within fourteen (14) days of either:

- 1 the date You receive this policy; or
- 2 the start of Your Period of Insurance

whichever is the later.

A full refund of any premium paid will be made unless You have made a claim in which case the full policy premium is due.

#### Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying Us through JCT2121.co.uk. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a claim in which case the full policy premium is due.



### Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- 1 any failure by You to pay the premium; or
- 2 a change in risk which means We can no longer provide You with insurance cover; or
- 3 non-cooperation or failure to supply any information or documentation We request, such as details of a Claim;

by giving You fourteen (14) days' notice in writing. Any return of premium due to You will be calculated at a proportional daily rate depending on how long the policy has been in force unless You have made a Claim in which case the full annual premium is due.

### INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms including premium We have relied on the information which You have provided to Us. You must take care when answering any questions We ask by ensuring that any information provided is accurate and complete.

If We establish that You deliberately or recklessly provided Us with untrue or misleading information We will have the right to:

- 1 treat this policy as if it never existed;
- 2 decline all claims; and
- 3 retain the premium.

If We establish that You carelessly provided Us with untrue or misleading information We will have the right to:

- a) treat this policy as if it never existed, refuse to pay any claim and return the premium You have paid, if We would not have provided You with cover;
- b) treat this policy as if it had been entered into on different terms from those agreed, if We would have provided You with cover of different terms;
- c) reduce the amount We pay on any claim in the proportion that the premium You have paid bears to the premium We would have charged You, if We would have charged You more.

We will notify You in writing if a), b) and/or c) apply.

If there is no outstanding claim and b) and/or c) apply, We will have the right to:

- i) give You thirty (30) days' notice that We are terminating this policy; or
- ii) give You notice that We will treat this policy and any future claim in accordance with b) and/or c), in which case you may then give Us through JCT2121.co.uk thirty (30) days' notice that You are terminating this policy.

If this policy is terminated in accordance with i) or ii), We will refund any premium due to You in respect of the balance of the Period of Insurance.

### CHANGE IN CIRCUMSTANCE

You must tell Us through JCT2121.co.uk within fourteen (14) days of Your becoming aware of any changes in the information You have provided to Us which happen before or during any Period of Insurance.

When We are notified of a change We will tell You if this affects Your policy. For example We may cancel Your policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of Your policy or require You to pay more for Your insurance. If You do not inform Us about a change if may affect any claim You make or could result in Your insurance being invalid.



### FRAUD

If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- 1 will not be liable to pay the claim; and
- 2 may recover from You any sums paid by Us to You in respect of the claim; and
- 3 may by notice to You treat this policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- i) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- ii) We need not return any of the premium paid.

### COMPLAINTS PROCEDURE

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact JCT2121.co.uk through whom this policy was arranged.

If You wish to made a complaint You can do so at any time be referring the matter to:

Complaints Manager  
XL Catlin Insurance Company UK Limited  
20 Gracechurch Street  
London  
EC3V 0BG

Telephone Number: 020 7743 8487  
E-mail: xlcatlinukcomplaints@axaxl.com

If You remain dissatisfied after the Complaints Manager has considered Your complaint, or You have not received a final decision within eight (8) weeks, You can refer Your complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

#### From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Catlin Insurance Company UK Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>



#### FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if We are unable to meet Our obligations under this contract of insurance. If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

#### THE REGULATORS

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

JCT2121.co.uk is a trading name of Inspired Underwriting Ltd which is authorised and regulated by the Financial Conduct Authority (Firm Reference No. 474454). Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).



## Insuring Clause

The Insurer will reimburse the Insured Parties 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 the liability of the Insurer under this policy shall not exceed the Limit of Liability in respect of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause but the Insurer will in addition pay all costs and expenses incurred with its written consent in the defence investigation or settlement of any claim.

## Definitions

**Claims Administrators** means Knowles Loss Adjusters Ltd 51-52 St John's Square London EC1V 4JL

**Contractor** means the party named in the Schedule

**Deductible** means the first part of each and every claim for which the Insured Parties are responsible as stated in the Schedule or any Endorsement

**Employer** means the party named in the Schedule

**Endorsement** means a change in or an addition to the terms of this policy, which may override or supplement terms, conditions, extensions or limitations of the policy and which is endorsed onto the policy by being noted on the Schedule or attached as a supplementary document.

**Insurance Broker** means the person/company named in the Schedule

**Period of Insurance** means the period of the Works plus the maintenance or defects liability period all as shown in the Schedule

**Relevant Contract** means the contract described in the Schedule

**Schedule** means the document titled "Schedule" which contains details of the Insured Parties, the Limit of Liability, the premium paid and the Period of Insurance.

**Terrorism** means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

**We / Us / Our / Insurer** means XL Catlin Insurance Company UK Limited

**Works** means all work executed or to be executed under the Relevant Contract

**You / Your / Insured Parties** means the Employer and the Contractor

## General Exclusions

The policy will not apply in respect of:

- 1 injury loss or damage
  - a) for which the Contractor is liable under Clause 20.2 of the JCT Standard Form of Building Contract (1998 Edition) 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 Clause 22.C.1 of the JCT Standard Form of Building Contract (1998 Edition) or any equivalent thereof



- 2 loss or damage to the Works or 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 any fine or penalty payable under any penalty clause or by reason of breach of contract
- 4 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
- 5 damage to property directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
- 6 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
- 7 any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion or revolution insurrection mutiny military or usurped power
- 8 injury loss 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
- 9 loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any act of Terrorism
- 10 any sums payable as fines or penalties
- 11 any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
- 12 the amount of any Deductible shown in the Schedule.

## General Conditions

### Alteration

The Insured Parties must tell the Insurer of any alteration or change to the Works, including for example any demolition or structural operations prior to their commencement. The Insurer shall have no liability under the policy, if the Insured fails to comply with this term, unless the Insured shows that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Other Insurance

If at the time of any injury or damage to property resulting in a loss under this policy there is any other insurance effected by or on behalf of the Insured Parties covering such loss or any part of it the Insurer's liability hereunder shall be limited to its rateable proportion of such loss.



## Claims Conditions

### Claims Procedure

The Insured Parties must in the event of a claim or possible claim under this policy:

- 1 give to the Insurer notice as soon as practicably possible through JCT2121.co.uk at the address below with full particulars of the claim or any occurrence which may give rise to a claim (regardless of the Deductible);
- 2 provide any other information that the Insurer or the Claims Administrator may require including the completion of a claim form, report, statement or declaration;
- 3 forward every letter claim writ summons and process in connection with such occurrence to the Insurer through JCT2121.co.uk at the address below as soon as practicably possible after receipt;
- 4 give to the Insurer notice as soon as practicably possible through JCT2121.co.uk at the address below immediately either Insured Party has knowledge of any prosecution in connection with any occurrence which may give rise to liability under this policy;
- 5 at all times afford such assistance to, information to and co-operation as the Insurer or its representatives may require.

The Insurer shall be entitled to refuse to pay any claim in its entirety if this condition is not complied with.

JCT2121.co.uk  
Inspired Underwriting Limited  
Suite 5, Bridge House  
25 Fore Street  
Okehampton  
Devon  
EX20 1DL  
Email: enquiries@jct2121.co.uk

### Discharge of Liability

The Insurer at its sole discretion in connection with any claim or claims may at any time pay to the Insured Parties the Limit of Liability (after deduction of any sums already paid other than for costs and expenses) or any less amount for which such claim or claims can be settled and the Insurer shall thereupon relinquish the control of such claim or claims and be under no further liability in connection therewith except for costs and expenses for which the Insurer may be responsible in respect of matters prior to the date of such payment.

### Duty of the Insured Parties

No admission offer promise payment or reimbursement shall be made or given by or on behalf of the Insured Parties singly or jointly without the written consent of the Insurer.

### Insurer's Rights

The Insurer shall be entitled to:

- 1 appoint, either directly or through the Claims Administrator, a loss adjuster;
- 2 take over and conduct in the name of the Insured Parties singly or jointly the defence or settlement of any claim;
- 3 prosecute any claim in the name of the Insured Parties 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;
- 4 take the benefit of any rights of the Insured Parties against any other party before or after the Insured Parties have received reimbursement under this Policy.