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JCT Clause 6.5.1 (or equivalent) Insurance Policy

This document contains the details of **Your** JCT Clause 6.5.1 policy. This policy is a contract between **You** and **Us**. It is arranged through Renovation 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 Renovation Underwriting Limited 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.

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

Renovation Underwriting Limited

is an insurance intermediary which acts on clients' behalf in arranging their insurance policies.

Important Information

POLICY FORMAT

Upon request Renovation Underwriting Limited can provide Braille, audio or large print versions of the policy and the associated documentation. If **You** require an alternative format, **you** should contact Renovation Underwriting Limited through whom this policy was arranged.

FAIR PROCESSING NOTICE

This Privacy Notice describes how AXA XL 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 United Kingdom and/or 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: dataprivacy@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 relevant **Data** Protection Authority.

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

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If **You** provide **Us** with information about someone else, **We** will process their personal information in line with the above. Please ensure **You** provide them with this notice and encourage them to read it as it describes how **We** collect, use, share and secure personal information when **We** provide **Our** services as an insurance and reinsurance business.

Angel Risk Management Limited as document administrators.

For information about how Angel Risk Management Limited processes **your** personal information, please see **our** full privacy notice at: <https://www.angelriskmanagement.com/privacypolicy>.

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 policy. Unless specifically agreed to the contrary this policy 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 Renovation Underwriting Limited 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 Renovation Underwriting Limited. Cancellation will be effective from the date of such notice to cancel. 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** thirty (30) 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.

Premium Payment

Unless **We** have agreed that the premium can be paid via direct debit instalments, the premium must be paid in full within forty-five (45) days of the beginning of the **Period of Insurance**. If the premium has not been received by the due date, then **We** will have the right to cancel this policy in accordance with the provisions set out above. If premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

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** 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 Renovation Underwriting Limited notice that **You** are terminating this policy.

in accordance with the Cancellation and Cooling-Off Period Provisions.

CHANGE IN CIRCUMSTANCES

You must tell **Us** through Renovation Underwriting Limited as soon as practicably possible of any changes in the information **You** have provided to **Us** which happens 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 (3) 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.

SANCTIONS

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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** wish to make a complaint **You** can do so at any time, by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

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

XL Catlin Services SE acts on **Our** behalf in the administration of complaints.

If **you** remain dissatisfied after the complaints department 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:

Financial Ombudsman Service Exchange Tower
London
E14 9SR
United Kingdom

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567

Telephone Number: 0300 1239 123

From outside the United Kingdom

Telephone Number: +44(0)20 7964 0500

Fax Number: +44(0)20 7964 1001

Text Number: 07860 027 586

(free for people phoning from a "fixed line",
for example, a landline at home)

(free for mobile-phone users who pay a monthly
charge for calls to numbers starting 01 or 02)

Call Back Service

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.

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.

REGULATORY INFORMATION

(a) AXA XL Insurance Company UK Limited

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom. Registered in England Number 5328622.

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

(b) Renovation Underwriting Limited

Renovation Underwriting Limited is an Appointed Representative of Geo Underwriting Services Ltd, who are authorised and regulated by the Financial Conduct Authority (Firm Reference No. 308400). Further details can be found on the Financial Services Register at www.fca.org.uk.

Registered Office 17 Church Street, St Neots, Cambridgeshire PE19 2BU.

(c) XL Catlin Services SE

XL Catlin Services SE acts as an agent of AXA XL Insurance Company UK Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01HP90, Ireland. Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at www.centralbank.ie which includes a register of all the firms they regulate.

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 the party named in the **Schedule**.

Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

Computer System means: any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **data** storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

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

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

- (a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- (b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

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 AXA XL 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 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 Insurance Option C (**Schedule 3**, paragraph C.1) of the JCT 2005 Design and Building Contract.
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 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 from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
 - (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
 - (e) any chemical, biological, bio-chemical or electromagnetic weapon
7. loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction or damage to property by or under the order of any government or public or local authority
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. the amount of any **Deductible** shown in the **Schedule**
12. all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

For the purposes of this **endorsement**, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

13. any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
 - (i) **CYBER ACT** or **CYBER INCIDENT** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **CYBER ACT** or **CYBER INCIDENT**; or
 - (ii) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **DATA**, including any amount pertaining to the value of such **DATA**,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this **endorsement** is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

If the Underwriters allege that by reason of this **endorsement** that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

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 under this policy shall be limited to its rateable proportion of such loss.

Reasonable Precautions

The **Insured Parties** must take and cause to be taken all reasonable precautions to prevent and minimise accidents; and to safeguard the property against loss or damage; and maintain all **works**, machinery, plant and vehicles in sound condition; and act in accordance with all statutory obligations and regulations

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 Renovation Underwriting Limited 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 Renovation Underwriting Limited at the address below as soon as practicably possible after receipt;

4. give to the **Insurer** notice as soon as practicably possible through Renovation Underwriting Limited 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 provide assistance to, information to and co-operate with the **Insurer** and/or its representatives as the **Insurer** or its representatives may require.

The **Insurer** shall be entitled to refuse to pay or reduce the amount they pay, for any claim under this policy if **You** do not comply with this condition.

Renovation Underwriting Limited
Howard House, 17 Church Street St Neots Cambridgeshire PE19 2BUFJ
Email: claims@renovationunderwriting.com

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 then relinquish the control of such claim or claims and be under no further liability in connection with them 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.