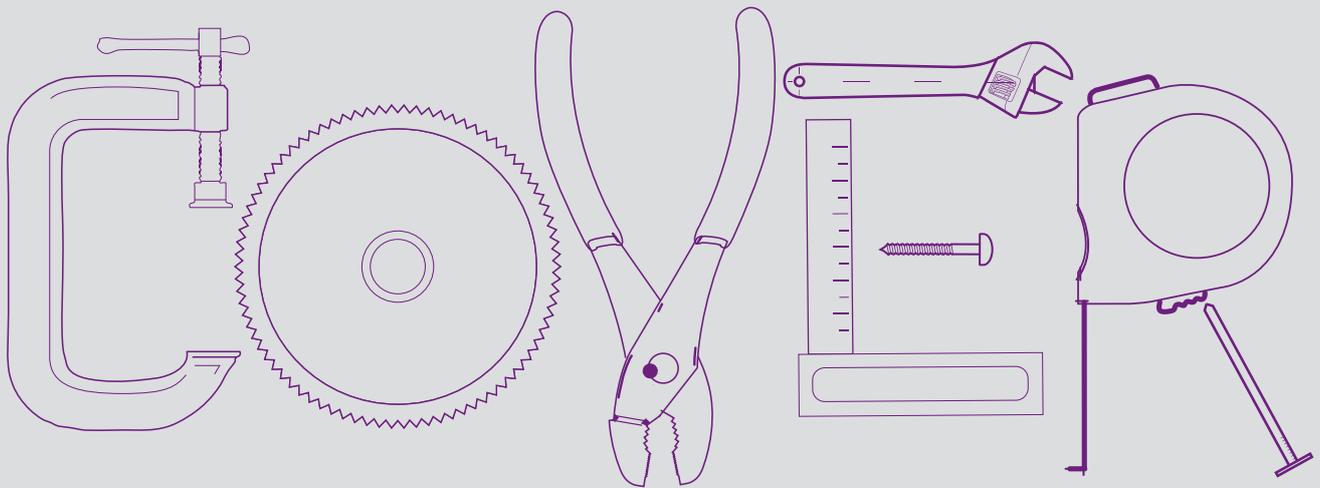


CONTRACTORS COMBINED SUPPLEMENTARY PROPOSAL FORM



THE RIGHT TOOL
FOR THE JOB

Introduction

In the Joint Contracts Tribunal (JCT) Standard Form of Building Contract there are a number of clauses requiring insurance protection. Clause 21.2.1 is such a clause. Before the 1980 Edition of the Contract this was known as 19(2)(a). The 1980 wording was amended in 1986 by the inclusion of 'heave' in the list of perils to be insured along with other minor changes. The 1986 wording is reproduced in full for reference.

The insurance is not always required, only when requested by the Employer and/or his Architect. It requires the Contractor to effect a Joint Names Policy showing both the Contractor and Employer. Insurance is arranged by the Contractor to indemnify the Employer up to the limit requested by the Employer.

The clause relates to injury or damage to property other than the Contract Works. The perils to be covered and exclusions are stipulated in the clause. Of the exclusion, three are worthy of further comment:

- 1 damage for which the Contractor is liable under Clause 20.2. – the Contractor should have adequate Public Liability insurance to cover his liability for negligence, breach of statutory duty, etc.
- 2 errors or omissions in the designing of the Works – here the Architect should ensure he has adequate Professional Indemnity insurance.
- 3 which it is the responsibility of the Employer to insure under Clause 22C. – the Employer is responsible for damage to the existing structure and its contents against Specified Perils. There are different perils from those listed under Clause 21.2.1 and cover is usually available under a Fire and Special Perils Policy.

Limit of Indemnity – It is vital that the Limit of Indemnity for this cover is assessed correctly. It is not enough simply to use the general Public Liability Insurance Limit. A specific limit may be quoted in the contract documents. If not an appropriate limit must be assessed taking into account the cover required by the Clause. If in doubt consult the Architects.

We offer an extension to the Contractors Public Liability policy in respect of specified building contracts to cover such eventualities. Our cover follows the wording of Clause 21.2.1 as closely as possible.

Clause 21.2.1

Where it is stated in the Appendix that the insurance to which clause 21.2.1 refers may be required by the Employer the Contractor shall, if so instructed by the Architect, take out and maintain a Joint Names Policy for such amount of indemnity as is stated in the Appendix 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 other than the Works and Site Materials caused by collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water arising out of or in the course of or by reason of the carrying out of the Works excepting injury or damage

- 1 for which the Contractor is liable under clause 20.2.
- 2 attributable to errors or omissions in the designing of the Works
- 3 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
- 4 which it is the responsibility of the Employer to insure under clause 22C.1 (if applicable)
- 5 arising from war risks or the Excepted risks.

**SUPPLEMENTARY PROPOSAL FOR EMPLOYERS' CONTRACTUAL INDEMNITY
[JCT CLAUSE 21.2.1 (OR EQUIVALENT INSURANCE)]**

This cover is only available in respect of specified contracts and only if Public Liability cover is selected as part of the Contractors Combined Insurance.

A survey may be necessary before a quotation and/or cover can be given.

Please complete in block capitals the General Questions and the other Sections as applicable

1 GENERAL QUESTIONS: These questions to be answered in every case

Name of Employer			
Address			
Town			
County			
	Post Code	Phone number	

Name of Main Contractor			
Address			
Town			
County			
	Post Code	Phone number	

Address of Contract Site			
Town			
County			
	Post Code	Phone number	

Name & Address of Architect			
Address			
Town			
County			
	Post Code	Phone number	

1 Period of the contract From To

2 Is insurance required during the Defects Liability (or Maintenance) Period? YES NO

If 'yes', please state period

3 Contract value? £

4 Limit of Indemnity required? (see page 1) £

5 a Under which conditions of contract is the work to be carried out?

b If subject to JCT Conditions, state which version of the Conditions applies e.g. JCT 1980 with/without the 1986 Amendments.

Please forward a copy of the contract conditions if they are not standard.

1 GENERAL QUESTIONS: These questions to be answered in every case – continued

6 Please describe fully the work to be carried out. It will be helpful if specifications and plans are supplied.

7 Description of ground conditions at the contract site:

If a geological survey/report exists please forward a copy.

a Nature of subsoil?

- | | | | | |
|--|-----|--------------------------|----|--------------------------|
| b Is the site on made up ground? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| c Is the site on running sand? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| d Is the work likely to disturb the water table? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| e Is there a history of mining or subsidence in the area? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

If 'yes', please give details below.

8 Please give a description of all surrounding property not forming part of the Contract Works:

a Please state the address of each property and its approximate distance from the site, give a description, including age, condition and occupation and attach a copy of location plan, if available.

i
ii
iii
iv

9 Have any Schedules of Condition/Schedules of Dilapidations been drawn up for the property being worked upon or surrounding property? YES NO

If 'yes', please attach a copy

2 CONSTRUCTION AND EXTENSIONS

(Please complete **DEMOLITION** Section if applicable)

1 Please provide details of the structure of the new building(s):

a Number of storeys.

b Number of basements.

c Materials used for walls, floor and roof.

d Nature of frame work.

e Type of cladding.

2 Please indicate if any of the following will be undertaken:

a Excavation?

YES

NO

If 'yes', please state:

● Depth

● Minimum distance from nearest property.

● Means of supporting excavation.

b Piling?

YES

NO

If 'yes', please state:

● Type.

● Number and maximum depth.

● Minimum distance from nearest property.

c Underpinning?

YES

NO

If 'yes', please state:

● Overall length involved.

● Maximum depth

● Maximum length any bay.

d Ground stabilisation?

YES

NO

If 'yes', please give details and method.

● Minimum distance from nearest property.

e Dewatering?

YES

NO

If 'yes', please give details and method.

● What is the depth of the water table?

3 Does the work involve any extensions which 'tie-in' with the existing building?

YES

NO

If 'yes', please give details and method to be used.

3 DEMOLITION

(Where such demolition forms part of a Contract for erection, reconstruction, alteration or repair by the Insured)

1 Is the demolition to be carried out by your own direct employees? YES NO

If 'no', please provide full details of the sub-contractor e.g. name, address, number of years experience in business, etc.

2 Please provide

a Full details of property to be demolished, including age, condition and number of storeys.

b Method of demolition.

3 Is any demolition below ground level? YES NO

If 'yes', please state

- Maximum depth.
- Minimum distance from nearest property

4 Will shoring or propping be necessary? YES NO

If 'yes', please give details below.

4 ALTERATIONS AND REPAIRS

1 Please provide full details of each building to be altered e.g. age, condition, construction, number of storeys, ground floor area, etc.

2 Please provide details below if any of the following will be undertaken:

- | | | |
|---|------------------------------|-----------------------------|
| a Internal demolition. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| b Shoring and pinning. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| c Underpinning. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| d Work on load bearing walls or structures. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| e Work on party walls (copies of any Party Wall Agreements should be provided). | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| f Other hazardous work. | | |

5 INSURANCE HISTORY: These questions to be answered in every case.

1 Have you been previously insured for the type of cover now proposed? YES NO

If 'yes', please give name of previous insurers, branch, policy number and expiry date.

2 Have you approached any other insurer regarding insurance cover for this particular contract? YES NO

If 'yes', please give name of the insurer and the outcome of your approach.

3 Has any insurer ever declined your proposal? YES NO

If 'yes', please give details.

4 Please give details of any loss or damage sustained by you or any partner/director in connection with your business (whether the incident was insured or not) arising under the type of cover now proposed.

Date	Details	Amount Paid or Outstanding

DECLARATION: To be completed in every case

Important Note

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance)

I/We declare that:

- a if any answer has been printed or written by any other person, he/she shall be my agent for that purpose. I also confirm that any data which I have supplied in this form about other persons is given with their knowledge and authorisation
- b to the best of my/our knowledge and belief the information given in this form is correct and complete in every detail
- c I/we accept and conform to the terms, conditions and exceptions of the policy (a specimen of which is available on request) in the standard form issued by the Company for the Insurance now proposed and I will pay the premiums thereon.
- d I/we consent for my appointed broker or agency to discuss my personal information with NIG on my/our behalf.

(A specimen policy is available on request).

Signature

Date

Enter any additional information and material facts below or overleaf

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION AND MATERIAL FACTS – CONTINUE ON A SEPARATE SHEET IF NECESSARY.

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