



Building Contracts Non-negligent Insurance

Why choose AXA's Building Contracts Non-negligent Insurance?

Cover for contractors where the contract conditions being worked under specifically require you to arrange cover in the joint names of you and your employer for loss or damage in circumstances where there has been no negligence on your part.

Cover is only available where you have your annual Public Liability Insurance with AXA.

Insurance arranged only when you require It –

This Policy is provided on an individual contract basis. You only purchase this cover when the contract conditions that you will be working under require you to do so.

Expert claims management – We take on the burden of negotiating with third parties on your behalf, allowing you to concentrate on running your business.

Spreading your cost – You can take up the option to pay your annual premium by monthly direct debit – helping you to manage your cashflow. There may be a charge associated with this. Please speak to your Insurance broker for details.

Summary of cover

This document is a summary of the insurance cover provided by the Building Contracts Non-negligent Insurance product and, as such, it does not contain the full terms and conditions of your insurance. You can find the full terms and conditions of the product in the Policy document. This summary is provided to you for information purposes only and does not form part of your insurance contract.

Building contracts non-negligent insurance summary of cover

Cover Offered	Standard Cover	Optional Cover	Policy Ref
Cover provided in accordance with the requirements of Clause 6.5.1 of the JCT Standard Form of Contract or any subsequent amendment or replacement, or equivalent clause in other Contract conditions.	£1m any one event	Up to £10m any one event	Page 7
In addition we will pay associated costs			
Policy will be issued in the joint names of you (the contractor) and your employer as regards this contract	✓		
We will consider contracts that you undertake anywhere within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands	✓		
The Insured perils are – collapse, subsidence, heave, vibration, weakening or removal of support or lowering of ground water	✓		Page 6

Significant or unusual exclusions, conditions and limitations

Significant or Unusual Exclusions, Conditions and Limitations	Page Reference
Asbestos exclusion	Page 7
Contractors negligence exclusion	Page 7
Contractual liability exclusion	Page 7
Cyber and data exclusion	Page 8
Damage to works exclusion	Page 8
Defective design exclusion	Page 8
Deliberate act exclusion	Page 8
Employers' responsibility exclusion	Page 8
Inevitable damage exclusion	Page 8
Rectification of defects exclusion	Page 9
Party wall condition	Page 12

Excesses

Policy Excesses

Minimum Excess (We may require a higher excess dependent on the nature of your risk)

£500 each and every claim

Policy Duration

This Policy will apply to the contract period requested for the contract concerned and solely in respect of this contract.

Law Applicable

You are free to choose the law applicable to this Policy. Your Policy will be governed by the law of England and Wales unless you and we have agreed otherwise.

Policy administration fees condition

We may charge you an administration fee if we

- a) make any changes to your policy on your behalf
- b) agree to cancel your policy, or
- c) are requested to print and re-send your policy documents to you.

We will not make a charge without informing you.

Making a complaint

If you have a complaint about your policy you should contact the agent or AXA office where it was bought.

If your complaint relates to a claim on your policy please contact the department dealing with your claim.

If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you.

This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangement is available from the FSCS (www.fscs.org.uk).

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance broker.

www.axa.co.uk