CONTRACTORS JCT 6.5.1 SECTION

Definitions

1. Employer

Shall mean any person employer firm company ministry or authority for whom the Insured is carrying out a contract or agreement for the performance of the Works and shown in the Schedule.

2. Period of Insurance

The period from the Effective Date to the Expiry Date as shown in the Schedule.

3. Pollution or Contamination

a. all Pollution or Contamination of buildings or other structures or of water or land or the atmosphere

and

b. all loss or damage directly or indirectly caused by such Pollution or Contamination

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time that such incident takes place.

4. Works

The permanent works undertaken by or on behalf of the Insured in performance of the specific contract for the Employer and shown in the Schedule.
Cover

The Insurer will indemnify the Employer (as though the Employer was named as the Insured in the Schedule) in respect of any expense liability loss claim or proceedings which the Employer may incur or sustain by reason of damage to any material property occurring during the Period of Insurance and caused by the 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 Works.

Limit of Indemnity

The Insurers liability for all sums payable in respect of all expenses liabilities losses claims or proceedings arising from

a. any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause

b. all Pollution or Contamination which is deemed to have occurred during the Period of Insurance

shall not exceed the Limit of Indemnity shown in the Schedule.

In addition the Insurer will pay costs and expenses incurred by the Insurer or with its written consent in connection with the defence investigation or settlement of any claim which may be the subject of indemnity under this Section.
Exclusions

This Section does not cover:

1. Damage to the Works etc.

any expense liability loss claim or proceedings arising from damage to any work executed in connection with the Works or to any materials plant tools equipment temporary works temporary buildings or any other property brought on to the site of the Works for the purpose of the execution of the Works.

2. Clause 6.5.1 Exceptions

any expense liability loss claim or proceedings arising from damage to property

a. due to any negligence breach of statutory duty omission or default of the Insured his servants or agents or of any person employed or engaged upon or in connection with the Works or any part thereof his servants or agents or of any other person who may properly be on the site upon or in connection with the Works or any part thereof his servants or agents other than the Employer or any person employed engaged or authorised by him or by any local authority or statutory undertaking executing work solely in pursuance of its statutory rights or obligations

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 it is the responsibility of the Employer to insure under Schedule 3 Option C.1, (if applicable) of the JCT Conditions of Contract.

3. Fines Penalties Liquidated and Punitive etc Damages

any liability in respect of

a. fines penalties or liquidated damages or

b. aggravated punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages.

4. Pollution or Contamination

any expense liability loss claim or proceedings in respect of or arising from Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

5. Sonic Bangs

loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
6. Computer Date Recognition

any expense liability loss claim or proceedings arising directly or indirectly from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the Insured or not to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure:

1. correctly to recognise any date as its true calendar date

2. to recognise capture save retain restore and / or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date

3. to recognise capture save retain restore and / or correctly to manipulate interpret calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware being a command which causes the loss of data or the inability to recognise capture save retain restore or correctly to manipulate interpret calculate or process any data on or after any date.
Conditions

1. Other Insurances

This Section does not cover any expense liability loss claim or proceedings arising from damage to property recoverable under any other policy effected by or on behalf of or for the benefit of the Employer.

2. Alteration In Risk

The Insured must notify the Insurer as soon as possible if during the Period of Insurance there is any alteration:

   a. in or to the Business
   
   b. in the ownership of the Insured
   
   c. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by the Insured to the Insurer at inception, renewal or variation of the Policy which materially increases the risk of expense, liability, loss, claim or proceedings and any other costs and expenses that may be incurred as insured by this Section.

Upon being notified of any such alteration, the Insurer may, at its absolute discretion

   a. continue to provide cover under this Section on the same terms
   
   b. restrict the cover provided under this Section
   
   c. impose additional terms
   
   d. alter the premium
   
   e. cancel this Section and the Policy

If the Insured fails to notify the Insurer of any such alteration, the Insurer may

   a. treat this Section and the Policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if the Insurer would have cancelled this Section and the Policy had it known of the increase in risk

   b. treat this Section and the Policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as the Insurer would have applied had it known of the increase in risk

   c. reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had it known of the increase in risk.
3. Major Variations

Any major variation or change in plan must

a. be agreed with the structural or consulting engineer

b. be notified to the Insurer and agreed before commencement thereof.

4. Claims Procedure

Upon the happening of any damage to property belonging to the Employer or for which the Employer is responsible

a. the Insured shall if required by the Insurer produce or give access to such property and the Insurer shall be entitled to take possession of such property and to deal with the salvage in a reasonable manner but the Insured shall not be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not

b. the Insurer may by payment or at its option by repair or reinstatement or replacement indemnify the Insured for such damage.

5. Arbitration

If any difference arises as to the amount to be paid under this Section (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer.