

Non Negligent Liability JCT 21.2.1 / 6.5.1 Proposal Form

IMPORTANT INFORMATION – YOUR DUTY TO MAKE A FAIR PRESENTATION OF THE RISK

THE FOLLOWING STATEMENT FROM INSURERS NEEDS TO BE ADVISED TO THE PROPOSER(S):

You must make a fair presentation of the risk to us at inception, renewal and variation of your Policy. You must therefore tell us about all facts and circumstances which may be material to the risks covered by your Policy in a clear and accessible manner or give us sufficient information to alert us of the need to make enquiries about such facts or circumstances.

Material facts are those which are likely to influence us in the acceptance of or assessment of the terms or pricing of your Policy. If you are in any doubt as to whether a fact is material, you should tell us about it.

If you fail to make a fair presentation of the risk, we may avoid your Policy (that is treat it as if it had not existed) and refuse to pay any claims where any failure to make a fair presentation is:

- a) deliberate or reckless; or
- b) of such other nature that, if you had told us about a material fact or circumstance, we would not have issued, renewed or varied your Policy.

In all other cases, if you fail to make a fair presentation of the risk, we will not avoid your Policy but we may instead:

- a) reduce proportionately the amount payable on any claim by reference to the ratio which the premium actually charged bears to the premium which we would have charged had you told us about a material fact or circumstance (eg if we would have charged you double the premium, we will only pay half the amount of any claims under your Policy); and/or
- b) treat your Policy as if it had included such additional terms as we would have imposed had you told us about a material fact or circumstance. Payment of any claim you make will be subject to the application of any such additional terms.

For these reasons it is important that you check all of the facts, statements and information set out in this form are complete and accurate. You must check with anyone you employ in your business that the facts and statements set out in this form are complete and accurate.

IF ANY OF THE FACTS, STATEMENTS AND INFORMATION SET OUT IN THIS FORM ARE INCOMPLETE OR INACCURATE, YOU MUST CONTACT US IMMEDIATELY. FAILURE TO DO SO COULD INVALIDATE YOUR POLICY OR LEAD TO A CLAIM NOT BEING PAID.

- Q1.** Does the project, for which you are seeking a quotation:
- a) involve any basement works or excavation works exceeding 2m, and / or
 - b) have a contract value of £10,000,000 or above.
- Yes No
- Q2.** The subject contract is within the UK?
- Yes No
- Q3.** The proposer is a UK registered company or has the appropriate legal authority to conduct business in the UK?
- Yes No

- Q4.** The proposer accepts that they will be bound by the affirmations given by you, his agent/broker, in obtaining this quotation
 Yes No
- Q5.** All statements made and/or information provided in connection with this application for insurance are true to the best of your knowledge and belief?
 Yes No
- Q6.** That reasonable site investigations will be undertaken prior to the start of any work, any such site investigations being commensurate or in proportion bearing in mind the size and/or nature of the work to be undertaken?
 Yes No
- Q7.** That all work will be carried out under the direction or to the specification/method statement of suitably qualified and/or suitably experienced consultants/contractors/engineers to the extent that is reasonable bearing in mind the size and/or nature of the work to be undertaken?
 Yes No
- Q8.** That reasonable attempts will be made to ensure that all work (bearing in mind the size and/or nature of the work to be undertaken) will comply with the relevant planning and building regulations?
 Yes No
- Q9.** That the Contractor will prepare/take photographs and/or video and/or a schedule of conditions of all adjoining or surrounding third party property that could reasonably be expected to be affected by the works?
 Yes No
- Q10.** Please confirm that no work will be undertaken at a depth greater than 10 metres except for Piling work? (maximum depth limit for piling is 30m)
 Yes No
- Q11.** The Broker obtaining the quotation on behalf of the proposer agrees to our standard terms and conditions?
 Yes No
- Q12.** Is the maintenance or defects liability period no longer than 12 months?
 Yes No
- Q13.** The maximum Limit of Liability will not exceed £10,000,000 for any one risk, whether as a Primary, Excess of Loss, or as a combination of the two.
 Yes No

Contractor Details

Name:	
Address:	
City:	
Postcode:	

Employer Details

Name:	
Address:	
City:	
Postcode:	

Contract/Site Details

Address:	
City:	
Postcode:	

Project Details

Project Description:

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Start Date: (please note quotes can only be provided for an inception date up to 30 days in advance of today)	
End Date:	
Limit of Indemnity:	

Contract Value:	
Nearest Third Party Proximity:	
Estimated Maximum Piling Depth:	
Estimated Maximum Underpinning Depth:	
Estimated Maximum Excavation:	
Lowering of Ground Water Depth:	

Signature :

Name of Proposer :

Date :
