JCT 6.5.1 Insurance

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Product Target Market Statement (TMS) (1/2)
JCT 6.5.1 Insurance

What is this Product?

- JCT 6.5.1 Insurance is a Commercial Lines Product which provides non-negligent liability cover that is often required under a Joint Contract Tribunal (JCT) Building Contract.
- Clause 6.5.1 of the JCT Building Contract requires insurance to be arranged, in the joint names of the Employer and Contractor, to protect the Employer in respect of their legal liability for loss, injury or proceedings that arise due to non-negligent damage to property.
- Cover is usually arranged on a one-off, single period, project basis, but can also be placed under an annual contract.

What Customers need is met by this Product?

- This Product protects Employers in respect of their legal liability for non-negligent damage to adjacent or surrounding property, while undertaking a building contract due to collapse, subsidence, heave, vibration, weakening or removal of support, or lowering of groundwater. This may be a requirement under a formal JCT Building Contract or simply to reduce their own financial exposure.

Who is the Product designed for?

- This Product will usually be placed in response to the contractual requirement (Clause 6.5.1 of the 2016 JCT Building Contract).
- Cover is written in joint names and can be placed via the Contractor or Employer; however, it is the Employer who is indemnified under the Policy.
- Typical Customers will comprise of commercial property owners and developers who renovate, refurbish, extend, or undertake new builds.

Who is this Product <u>not</u> designed to support, or are there any features that you should be aware of when offering this Product to Customers?

- Customers wanting to insure contract works insurance needs wider than that of JCT Clause 6.5.1.
- Customers wanting to insure contracts located outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, and the Isle of Man.
- Customers that have an existing policy in place providing the same cover and whereby purchasing this Product would give dual cover.
- Customers subject to any Economic Financial or Trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which the Policy is issued or would otherwise provide cover.

Can this Product be sold with or without advice?

- This Product is only to be sold with advice by Brokers (Distributors) and in accordance with FCA regulation.
- This Product is supported by a Policy Summary.

How can this Product be sold?

- This Product can be sold face to face, via telephone or email.
- The sales journey must identify Customer eligibility and that this Product is consistent with the Customer's demands and needs. The sales journey must also ensure that key risk details are presented to the Customer in a timely manner that allows informed decisions to be made.

Eligibility and conditions, exclusions and excesses that may impact the outcomes that Customers may reasonably expect

- The Distributor must always consider whether they have the correct product to meet the Customer's needs.
- RSA will overlay eligibility and risk acceptance criteria that will restrict access to certain risks that the Product may be suitable for however are outside of RSA's current strategy and risk appetite.
- Cover is restricted to those activities described in the Business Description stated in the Policy Schedule, and subject to Policy Limits.

Product Target Market Statement (TMS) (2/2)
JCT 6.5.1 Insurance

How is the value of this Product assessed?

- We assess Product Value using quantitative (i.e. metrics) and qualitative information (e.g. processes and controls), including data from our Distributors relating to service and remuneration[1], as appropriate.
- This Product has been approved in line with RSA's Product Governance processes, including consideration of:
  - the value of the RSA Product: this includes: (i) Cover – whether the level of benefits and relevant exclusions offers value to the Customer, (ii) Utility – whether the Product is being used by the Customers of the intended target market, and (iii) RSA Service – whether the type and quality of services being provided is reasonable for the Customer.
  - the impact of distribution on the value: this includes whether Distributor remuneration is appropriate and bears a reasonable relationship to the services provided to the Customer by the Distributor. If there are concerns, RSA will follow up with the relevant Distributors to agree remedial action.

Based on the assessment performed, we have established that this Product is compatible with the objectives, interests and characteristics of Customers of the intended target market and that the distribution strategy is not detrimentally impacting overall Product Value. We have therefore concluded that this Product provides fair value to Customers.

What are the obligations of our Distributors?

- Manufacturer notification – all intermediaries must review their product distribution arrangements at least every 12 months and consider the impact of remuneration against the intended value of their products. Distributors must notify the Manufacturer as soon as practically possible if there are any value concerns for which remedial action is required.
- Remuneration – Distributors must ensure that any remuneration received for an insurance product does not result in the product ceasing to provide fair value to the Customer.
- Provision of information – if so requested, Distributors must provide the Manufacturer with: (i) information on the Distributor's remuneration in connection with distribution of the insurance product; (ii) information on ancillary products or services that may impact the intended value of the Manufacturer's primary insurance product; and (iii) confirmation that the distribution arrangements are consistent with the obligations of the firm under the FCA Handbook including SYSC 10 (Conflicts of Interest) and SYSC 19F.2 (IDD Remuneration).
- Price optimisation – if the Distributor is a price-setting intermediary, unless there is a reasonable basis, firms should not increase the price of the insurance product based on: (i) policies being subject to auto renewal compared to policies that are not subject to auto renewal; (ii) the Customer's vulnerability or any protected characteristics (unless the firm can rely on them under the Equality Act 2010); and (iii) where Customers purchase the policy using Retail Premium Finance.

1. Remuneration includes: commissions, fees, charges, payments, and other economic or non-economic benefits.