



Common reasons for repudiation

# Rectification of defective work

**Making claims clear**



# Making claims clear.



At AXA, we want to make dealing with us simple and trouble free, so you can get back on your feet as soon as possible after a loss.

We know the last thing you need when you make a claim is to find any surprises in your policy conditions or get tied up in legal language.

We've put this guide together to help you understand why your public liability insurance doesn't cover rectification of defective work, and what we'll need from you when we investigate a claim.



# Rectification of defective work



Your public liability insurance will cover your legal liability to pay damages for injury, and damage that you may cause through accidental loss or damage to third party property, in the course of your work.

However, you need to be aware of exclusions and conditions which could result in a claim not being paid. One of the most common reasons customers find their claim not being paid, or being reduced, is the exclusion around rectification of defective work.



# What is defective work?



A defect could be a fault in the way the work is done, or the use of unsuitable or sub-standard materials. Defects could be identified while the work is still going on, or they might only come to light some time after you have completed the work.

## What are rectification costs?

These are costs incurred by you, or your customer, in rectifying (altering, modifying or replacing) any work that you were originally contracted to carry out. Claims could include, but may not necessarily be restricted to, removing the defective work and reinstating it to the required standard.

Your policy is not intended to cover the costs of making good any defective work or replacing unsuitable goods or materials.



# What do we need from you?

We may ask you to send us the following information to help us clarify whether your claim includes rectification costs and work out what we can pay for and what we can't:

- Details of the original contract of work that you were required to carry out
- Confirmation of the type of work that you were carrying out at the time the incident took place – this can sometimes be different from the overall contract
- Copies of any quotation, estimates, tenders or invoices that confirm the original work you were required to complete
- Any documents provided to you by your customer or a claimant that outlines the rectification work required.

## Example

A tradesperson is contracted to install wall tiles. They complete the work and get paid. A few weeks later, the customer gets in touch complaining that the tiles are starting to fall away from the wall and they have damaged a kitchen worktop. They claim for the costs of replacing the wall tiles and a new kitchen worktop.

All costs associated with the removal and re-tiling are excluded as these are rectification costs. However, as the kitchen worktop did not form part of the original work, this is not a rectification. It is damage to third party property, so the costs of a replacement work top would be covered.



# Get in touch

If you have any questions about this document, please get in touch with your usual AXA contact or your insurance broker.





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