



# PROFESSIONAL INDEMNITY INSURANCE FOR MISCELLANEOUS PROFESSIONS

## Introduction to your Professional Indemnity Policy

This document and its attachments form your Policy and between them set out what is and isn't covered by your Policy. It is important that you read it all carefully, to make sure that the insurance covers you've bought actually provide the level of protection you need. You should bear in mind that your needs can change over time as your Business develops. If they do, it's important that you let your broker, intermediary or agent know so that we can update your Policy.

If you require advice on any aspect of your Policy please speak to your usual insurance adviser.

## How to make a claim

Notice to the Insurer shall be deemed to have been properly made if received in writing by:

**SiS Claims Ltd**  
**11<sup>th</sup> Floor**  
**Beaufort House**  
**15 St Botolph Street**  
**London**  
**EC3A 7BB**

**and/or**

**Lockton Companies LLP**  
**The St Botolph Building**  
**138 Houndsditch**  
**London**  
**EC3A 7AG**

**Telephone: +44 (0)203 786 3460**

**Or by Email to :** [omnyyclaims@sis-claims.com](mailto:omnyyclaims@sis-claims.com) and [profinclaims@uk.lockton.com](mailto:profinclaims@uk.lockton.com)

## Who we are

Omnyy LLP a limited liability partnership registered in England & Wales at The St Botolph Building, 138 Houndsditch, London, EC3A 7AG. Company number: OC359366

Authorised and regulated by the Financial Conduct Authority. A list of the designated members of Omnyy LLP is available for inspection at the registered office.

## Complaints Procedure

We of course aim to provide first class service. However if you feel that our service has fallen short of your expectation you may contact us at any time with your complaint.

Complaints will be handled in the following way:

- if you make a complaint we will acknowledge it within 2 working days of having received it
- our objective will be to resolve your complaint within 5 working days.

If you have any questions or concerns about your policy or the handling of a claim or if you wish to make a complaint, you can do so at any time by referring the matter to: Compliance Officer, Omnyy LLP, The St Botolph Building, 138 Houndsditch, London, EC3A 7AG

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

### Complaints

**Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN**

**Tel No:** +44 (0)20 7327 5693

**Fax No:** +44 (0)20 7327 5225

**E-mail:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

**Website:** [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet 'Your Complaints - How We Can Help' available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation from the Scheme in the unlikely event that we cannot meet our obligations to you. This depends upon the type of insurance, size of the business and circumstances of the claim. You can find out more at [www.fcsc.org.uk](http://www.fcsc.org.uk)

## Confidentiality and Security of Information

**Please read the following carefully as it contains important information relating to the details you have given us. You should show this notice to any other party related to this insurance**

We are registered with the Information Commissioner and any information that you provide to us will not be used or intentionally disclosed outside Omnyy LLP by us except in the normal course of underwriting or renewing insurance policies, or for handling any claims, unless:

- a) we have obtained the necessary consent from you;
- b) we are required to disclose the information by a court of competent jurisdiction or governmental or regulatory body having the requisite authority over us; or
- c) the information is already in the public domain or has been received by us from a third party not under any duty of confidentiality.

We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession. Certain insurance documentation, in the London Market, is lodged on, or communicated by, or through the Insurer's Market Repository in accordance with current market practice and we take all reasonable care to ensure documentation added onto the Repository is true, fair and complete.

## Data Protection Notice

Omnyy LLP is a Data Controller and will process personal information in accordance with the Data Protection Act 1998. By submitting personal information about you (and others), you (and they) consent to it being used for the purposes described in this Data Protection Notice.

The information supplied by the you may be:

- used for insurance administration including underwriting and claims services, debt collection, offering renewal, research and statistical analysis by the us, our associated companies and agents, by other participating insurers, suppliers and your insurance intermediary
- used for management information purposes including portfolio assessment, risk assessment, performance and management reporting
- disclosed to regulatory bodies for monitoring and/or enforcing the our and other participating insurers' compliance with regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as loss adjusters, surveyors and investigators provided to, shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when the you apply for, renew or amend this insurance or make a claim.

We may tell you about related products and services which are provided by us or by other associated companies. If you do not wish to receive marketing material from either category of company outlined here, please write to us stating your preference.

In the event of us being merged with, being taken over by, or transferring any part of our business to another company, we reserve the right to transfer your personal information to that company under these terms. You should show this notice to anyone whose personal data may be processed to administer this policy.

## Policy Contract

In consideration of you having paid or agreed to pay the premium stated in the Schedule we agree to indemnify you or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this Policy.

Provided that

- 1 you shall be subject to all the terms, conditions limitations and/or exclusions contained in this Policy or by additional endorsements

2 our liability shall not exceed the sums insured or the limits of liability or any other limits expressed herein

3 the Schedule, general definitions, general claims conditions, general conditions, general exclusions and active covers shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall bear the same meaning throughout this Policy

4 the information supplied by or on behalf of you is relied upon as to its completeness, correctness and accuracy by us. This means that if the information the you give is incomplete, incorrect or inaccurate then the Insured may not be covered for any claim.

If this Policy is in the joint names of more than one Insured, each Insured shall be covered as if it had made its own application for cover and no statement or knowledge of any one Insured shall be considered to be on behalf of any other Insured.

## **Several Liability**

### **(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

# Professional Indemnity Insurance

## Terms and Conditions

**NOTICE: THIS POLICY COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 3, LOSS OR DAMAGE OCCURRING) DURING THE PERIOD OF INSURANCE. PLEASE READ THE POLICY WORDING CAREFULLY.**

## Definitions

For the purposes of Professional Indemnity Insurance

**1 Alternate** means

any individual practitioner partnership limited liability partnership or company who is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner

**2 Asbestos Risks** means

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials

**3 Asbestos** means

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

**4 Asbestos Dust** means

fibres or particles of Asbestos

**5 Asbestos Containing Materials** means

any material containing Asbestos or Asbestos Dust

**6 Asbestos Inspections** means

Type 1 2 or 3 inspections as set out in MDHS 100 published by the Health and Safety Executive in connection with regulation 4 of the Control of Asbestos Regulations 2006 or any other comparable inspection whether of commercial or residential land or property

**7 Bodily Injury** means

death disease illness or bodily or mental injury

**8 Claim** means

- A) service of a Claim Form Counterclaim Other Additional Claim Application Notice, Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
- C) a communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or the assertion of a right against the Insured or
- D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules

**9 Defence Costs** means

all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim or in connection with any circumstances which might give rise to a Claim

The Insurer shall not unreasonably withhold or delay its consent to the incurring of Defence Costs

- 10 Documents** means all
- A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
  - B) computer systems records
- the property of the Insured or for which the Insured is responsible
- 11 Employee** means
- any person including any trainee or consultant, volunteer, work experience, season, temporary or agency staff under a contract of service with the Insured or the Predecessors in respect of the Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Policy
- 12 Endorsement** means
- an amendment to the Policy terms and conditions including amendments described as Memoranda in the Schedule
- 13 Environmental Audit** means
- an investigation which is specifically intended to assess whether there is actual Pollution present
- 14 The Insured** means
- the Insured as named in the Schedule Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of Professional Business carried on by or on behalf of the Insured as named in the Schedule provided that each shall be subject to the terms of this policy to the extent such terms can apply
- A) any current partner director or Member or former partner director or Member of the Insured
  - B) any person who may subsequently become a partner director or Member of the Insured during the Period of Insurance
  - C) any former partner director or Member of the Predecessors
  - D) any retired partner director or Member of the Insured remaining as a consultant to the Insured
  - E) any Employee or former Employee
  - F) those persons named in the Proposal by the Insured as consultants or former consultants and whose names have been accepted by the Insurer
  - G) any person who is acting on behalf of the firm as an Alternate
  - H) any estate heirs executors and legal representatives of any of those included in A) to G) above in the event of their death incapacity insolvency or bankruptcy
- 15 Insured's Contribution** means
- the amount for which the Insured is responsible under Insurance Clauses 1 (Civil Liability) 5 (Mitigation of Losses) and 8 (Joint Venture or Consortium) of this policy in respect of any one Claim
- The Insured's Contribution shall not apply to Defence Costs
- All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim
- 16 Insurer** means
- certain Underwriters at Lloyd's and/or other insurance companies as subscribed to this Policy
- Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
- 17 Member** means
- a member of a limited liability partnership as defined under the Limited Liability Partnerships Act 2000
- 18 Microchip** means
- a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers

- 19 North America** means  
the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof
- 20 North American Claim** means  
a Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply
- 21 Pollution** means  
pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring
- 22 Predecessors** means  
any person practice or other firm to which the Insured has succeeded
- 23 Professional Business** means  
professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule  
  
Professional Business extends to any of the Insured whilst holding any individual personal appointment (including any appointment as a trustee or personal representative) made or accepted in the course of the Business but whilst holding an appointment as company secretary or registrar or director of a company which is not the Insured named in the Schedule only in relation to the performance of Professional Business
- 24 Policy** means  
collectively the terms and conditions of this Policy wording the Schedule (including any issued in substitution) and any Endorsements attaching thereto
- 25 Proposal** means  
the proposal form or Statement of Fact and any declaration completed in respect of this Insurance including any renewal declaration and any information supplied by or on behalf of the Insured in addition to or in substitution for these documents
- 26 Schedule** means  
"Schedule" shall mean the document entitled "Schedule" that relates to this insurance
- 27 Statement of Fact** means  
the document setting out information provided by the Insured and their representative as being relevant to the cover that has been applied for  
  
It also includes assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Insured as true and correct
- 28 Subsidiary** means  
any entity in which the Insured holds directly or indirectly more than fifty percent (50%) of the issued share capital and where the Insured is a partnership an entity shall be a Subsidiary of the partnership where such holding or right is held for the benefit of the partnership
- 29 System** includes  
computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation
- 30 Terrorism** means  
an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government whether legally established or not
- 31 Virus** means  
programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets

internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

**32 War Risks** means

war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## Insurance Clauses

### 1 Civil Liability

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured during the Period of Insurance in respect of civil liability incurred in connection with the conduct of Professional Business including liability incurred

- A) for claimant's costs and expenses
- B) as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Statutory Scheme for Construction Contracts or an adjudication clause or rules contained in a contract
- C) as a result of any award by an arbitrator or tribunal of arbitrators
- D) as a result of any decision or award by an ombudsman under any ombudsman scheme in which the Insured participates

### 2 Defence Costs

The Insurer will in addition pay Defence Costs in connection with any Claim or circumstance that may give rise to a Claim under Insurance Clause 1 (Civil Liability)

Provided that if the amount required to dispose of a Claim exceeds the available Limit of Indemnity the Insurer's liability for Defence Costs in relation to such Claim shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

### 3 Loss of or Damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Insurer during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of GBP 250,000 during the Period of Insurance

Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
  - 1) the transmission or impact of any Virus
  - 2) unauthorised access to a System

### 4 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation

in connection with a Claim made against the Insured and notified under this Policy the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- A) Any principal partner Member or director of the Insured GBP 500
- B) Any Employee GBP 250



## **5 Mitigation of Losses**

The Insurer will indemnify the Insured against costs and expenses reasonably incurred with the Insurer's prior written consent (such consent not to be unreasonably withheld or delayed) in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a claim under this policy. The onus of proving such loss or potential loss under this Insurance Clause 5 shall be upon the Insured who will be obliged to give prior written notice to the Insurer during the Period of Insurance of the intention to take action that will incur such costs and expenses

## **6 Data Protection Legislation Prosecution Defence Costs**

The Insurer will indemnify the Insured for 80 per cent of any reasonable costs and expenses incurred with the prior written consent of the Insurer (such consent not to be unreasonably withheld or delayed) up to a maximum of GBP 250,000 in the aggregate during the Period of Insurance in addition to the Limit of Indemnity for the defence of any proceedings first brought against the Insured during the Period of Insurance and notified to the Insurer during the Period of Insurance under The Data Protection Act 1998 or similar or successor legislation but only where in the Insurer's reasonable opinion defending such proceedings could protect the Insured against any concurrent or subsequent Claim arising from Professional Business undertaken by the Insured

## **7 Legal Representation Costs**

The Insurer will pay 80 per cent of costs charges and expenses which are not indemnified as Defence Costs under Insurance Clause 2 incurred by the Insured with the prior written consent of the Insurer (such consent not to be unreasonably withheld or delayed) and not otherwise covered by this policy for representation at properly constituted hearings tribunals or proceedings in respect of any occurrence arising from the conduct of Professional Business first instigated against the Insured and notified to the Insurer during the Period of Insurance in respect of any occurrence which may be the subject of indemnity under this policy.

Provided that the liability of the Insurer shall not exceed GBP 250,000 during the Period of Insurance

## **8 Joint Venture or Consortium**

The Insurer will indemnify the Insured in respect of any liability for work undertaken by any firm company or individual with whom the Insured is operating jointly and any joint venture or consortium which includes the Insured but in respect of the Insured's liability only and in so far as an indemnity is provided under this Policy.

## **9 Acquisition or Creation of Subsidiary**

If the Insured creates or acquires during the Period of Insurance a new Subsidiary (either directly or indirectly) the new Subsidiary shall be automatically covered under this Policy in relation to any act error or omission committed or alleged to have been committed on or after the date the new Subsidiary was created or acquired by the Insured

Upon specific request by the Insured the Insurer shall consider the provision of retroactive cover for any new Subsidiary in respect of any act error or omission committed or alleged to have been committed prior to the date of any such acquisition or creation. If the Insurer agrees to provide such cover it shall be recorded by way of Endorsement

The Insured shall provide the Insurer with particulars of the new Subsidiary as soon as reasonably practicable following the creation or acquisition of the new Subsidiary

Provided that

- A) the Insurer shall not be liable in respect of any Claim or loss in relation to any such new Subsidiary where
  - 1) the total turnover or gross fee income of the new Subsidiary represents more than 20% of the Insured's total turnover or gross fee income
  - 2) the new Subsidiary has an office or representation outside of the United Kingdom
- B) as a condition precedent to the Insured's right to indemnity
  - 1) the Insured gives the Insurer written notice of any such creation or acquisition as soon as reasonably practicable, together with such additional information as the Insurer may require
  - 2) the Insured accepts any alteration in the terms of this Policy reasonably required by the Insurer and pays any additional premium reasonably required by the Insurer
- C) the Professional Business of the new Subsidiary is the same or substantially the same as the Insured.

# Limits of Indemnity

- 1 The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this policy shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

# Exclusions

The Insurer shall not be liable in respect of

## 1 Adjudication and Arbitration

any Claim arising out of or related to any

- A) decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- B) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- C) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Insurer

## 2 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of Asbestos Risks However this Exclusion shall not apply to any such liability arising from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business

Provided that

- A) No indemnity shall be granted in respect of
  - 1) any liability directly or indirectly resulting from Asbestos Inspections carried out by the Insured
  - 2) any liability arising out of or in any way involving any Bodily Injury or fear of suffering Bodily Injury
- B) The liability of the Insurer for civil liability and Defence Costs arising out of all Claims notified during the Period of Insurance directly or indirectly resulting from Asbestos Risks shall not exceed GBP 250,000

## 3 Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of his or her employment for or on behalf of the Insured

## 4 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any person or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business

## 5 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A) any express guarantee given by the Insured or
- B) any express contractual penalty made between the Insured and a third party or
- C) any acceptance by the Insured of liability for liquidated damages

insofar as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

**6 Controlling Interest**

any Claim made against the Insured by

- A) any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

**7 Design and Construct/Supply**

any Claim arising from the provision of advice design or specification where the Insured contracts to

- A) manufacture construct erect or install or
- B) supply materials or equipment

Provided that this Exclusion shall not apply to project models or displays

**8 Directors' and Officers' Liability**

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

**9 Dishonesty**

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

**10 Employment**

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

**11 Fines Penalties and Punitive Damages etc.**

any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

**12 Goods and Services**

- A) any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured
- B) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

**13 Insolvency of the Insured**

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties or
- B) for which the Insured would otherwise be indemnified by this policy but for the insolvency or bankruptcy of the Insured

**14 Insured's Contribution**

the Insured's Contribution

**15 North American Jurisdiction and Operations**

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim

- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- C) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in North America

**16 Nuclear**

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**17 Pension and Benefit Schemes**

any Claim arising from any plan programme or scheme providing benefits to the Insured or any Employees

**18 Pollution**

any Claim arising directly or indirectly from Pollution However this Exclusion shall not apply to any such Claim arising from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business

Provided that

- A) no indemnity shall be granted in respect of any such Claim directly or indirectly resulting from Environmental Audits carried out by the Insured
- B) the liability of the Insurer for civil liability and Defence Costs arising out of all such Claims notified during the Period of Insurance shall not exceed GBP 250,000 but shall apply in the aggregate and not any one Claim

For the purposes of this Exclusion only Asbestos is deemed not to be a contaminant or a pollutant

**19 Previous Claims or Circumstances**

the consequence of any circumstance notified under any insurance which was in force prior to the inception of this Insurance

**20 Retroactive Date**

any Claim or loss otherwise eligible for indemnity under this Policy where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

**21 Spite or Reckless Behaviour**

any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour

**22 Trading Losses**

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

**23 Transportation or Property**

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

**24 War and Terrorism**

any Claim arising directly or indirectly out of War Risks or Terrorism

## General Conditions

**1 Other Insurance**

If at the time any claim arises under this Policy the Insured is or would but for the existence of this policy be entitled to indemnity under any other Policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other Policy or policies had this policy not been effected

## **2 Choice of Law**

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

## **3 Rights of Third Parties**

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

## **4 Premium Payment Condition**

The Insured undertakes to pay the premium in full to Insurers within 90 (ninety) days of inception of this insurance (or, in respect of instalment premiums, when due).

If the premium due under this insurance has not been so paid to Insurers by the 90th (ninetieth) day from the inception of this Policy (and in respect of instalment premiums, by the date they are due) Insurers shall have the right to cancel this Policy by notifying the Insured in writing. In the event of cancellation, premium is due to Insurers on a pro rata basis for the period that Insurers are on risk but the full policy premium shall be payable to Insurers in the event of any Claim, Circumstance or loss prior to the date of termination.

It is agreed that Insurers shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Insurers before the notice period expires notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause, which will remain in full force and effect

## **5 Sanctions**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **6 Insurance Act 2015**

In respect of any

- A) breach of the duty to make a fair presentation of the risk
- B) effect of warranties
- C) effect of acts of fraud

The rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015

# **Claims Conditions**

## **1 Claims Notification**

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to the Insurer as soon as reasonably possible All Claims must be notified to the Insurer no later than ten working days after the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which may produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Insurer as soon as reasonably possible irrespective of either the Insured's views as to whether a Claim would succeed or as to whether the amount of the Claim would exceed the Insured's Contribution All circumstances must be notified to the Insurer prior to the expiry of the Period of Insurance Any Claim arising from any circumstance notified to the Insurer in accordance with this Condition shall be deemed to have been made in the Period of Insurance

## **2 Notifications of Adjudications**

In order for Claims to be accepted under this Policy in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability) the Insured must comply with the following

- A) notify the Insurer within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract and
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Insurer (such consent not to be unreasonably withheld or delayed) unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured

Failure to comply with this Condition will result in the claim being rejected

## **3 Notification of Reviews by an Ombudsman**

In order for Claims to be accepted under Insurance Clause 1 D) of this Policy the Insured must give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

Failure to comply with this Condition will result in the claim being rejected

## **4 Supporting Documentation and Admissions**

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer (such consent not to be unreasonably withheld or delayed)

## **5 Conduct of Claims**

The Insured shall give all such assistance as the Insurer may reasonably require

The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

The Insurer shall not exercise any rights of recovery against any Employee unless the Claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of such Employee

## **6 Queen's Counsel Clause**

The Insured shall not be required to contest or compromise any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Insurer a similar authority) shall advise that such proceedings could be contested or compromised with the probability of success

## **7 Disposal of Claims**

In connection with any Claim against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any less amount for which such Claim can be settled and thereupon the Insurer shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence Costs for which the Insurer may be responsible under this policy in respect of matters prior to the date of such payment

## **8 Dishonesty and Fraud**

In respect of any claim under this Policy arising out of any dishonest or fraudulent act or omission

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- C) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Policy

# Special Benefits

## **Insurance Act – Proportionate Remedy**

In the event of any breach in the duty of fair presentation which entitles Insurers to reduce proportionately any claim as provided by Section 8 and Schedule 1 of the Insurance Act 2015, Insurers shall offer the Insured / You the option instead to pay an additional premium, which Insurers advise would have been due but for such breach, and receive payment of the such claim without such proportionate reduction. Such offer must be accepted by the Insured within 30 days of being issued.

Nothing in this endorsement shall prevent Insurers from applying any other remedy for breach of the duty of fair presentation available under the Insurance Act 2015 in such circumstances as the Act allows.”