



# PROFESSIONAL INDEMNITY SELECT

POLICY OVERVIEW



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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

**Please read this document carefully and keep it in a safe place. For full cancellation rights please refer to your policy document.**

## IMPORTANT

**This document provides an overview of the main Policy benefits, terms and conditions only and does not contain full terms and conditions of the contract of insurance. Some of the covers will only apply if you have chosen to take the option selected. Your quote schedule will show the options selected and the sums insured. For full details including any cancellation rights please refer to the Policy document, a copy of which is available on request. Your insurance advisor will be pleased to explain the Policy cover in more detail.**

# Professional Indemnity Insurance – Policy Overview

## Introduction

Professional Indemnity insurance covers your legal liability arising from your professional services in the event that a third party claims to have suffered a loss as a result of your professional negligence.

Professionals may owe a duty of care to anybody who might reasonably rely upon the service or advice they have provided. In today's commercial world, clients expect high standards of service and are more inclined to resort to litigation when such standards have not been met.

Professional Indemnity insurance is designed to provide protection against such claims, providing an indemnity for damages which are awarded against your business, for legal costs in defending the claim and for costs awarded against you should your defence prove unsuccessful.

Any business or person who provides services such as advice, design, or offers their skills or knowledge services in a professional category should consider Professional Indemnity insurance.

In addition, some professions are required to hold Professional Indemnity insurance as a regulatory requirement or as a result of their professional authorisation. This includes accountants, architects, insurance intermediaries and surveyors. Many other companies and individuals offering professional advice and services, including management consultants, advertising agencies and design and construction professionals also choose to buy this type of insurance.

## Allianz Professional Indemnity Insurance

Allianz Insurance plc have introduced a wide ranging portfolio of Professional Indemnity insurance products, including individual wordings tailored to the specific requirements of individual professions.

Our products are worded very specifically to provide a wide cover, with the following advantages:-

- cover is provided on a Civil Liability basis, which is the widest form of cover available
- Innocent Non Disclosure Condition waiving our rights to avoid the insurance cover in the event of innocent non – disclosure, misrepresentation or untrue statement
- where required our wordings do comply with the relevant governing body minimum standards and requirements
- cover can be issued as a stand alone policy, or combined with other non - motor insurance covers you hold with Allianz.

This insurance cover is a 12 month contract and is annually renewable. Start and end dates of the policy are detailed in the policy schedule.

## Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Law Applicable

Unless agreed otherwise all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

## Complaints

If you have a complaint about anything other than the sale of the policy please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager  
Allianz Insurance plc  
57 Ladymead  
Guildford, Surrey  
GU1 1DB.

Alternatively phone: 01483 552438  
Email: [accasm@allianz.co.uk](mailto:accasm@allianz.co.uk)

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: [accasm@allianz.co.uk](mailto:accasm@allianz.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

Full details of our complaints procedure will be found in the policy documentation.

## Claim Notification

The Policyholder shall give written notice to the Insurer of any claim first made against an Insured as soon as practicable and during the period of insurance. All notifications must be in writing to:

Allianz Claims  
PO Box 10509  
51 Saffron Road  
Wigston  
LE18 9FP

or by telephone to 0344 893 9500

## Cancellation

You may cancel the policy and receive a return of premium paid, less an amount representing the cover you have received to date. This is subject to certain terms and conditions, full details of which can be found in the policy wording.

To cancel the policy, please contact the insurance adviser who arranged the policy.

## Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the Policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.

## Accountants Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct. Amounts payable will be in excess of the amounts recoverable from the dishonest or fraudulent person or their estates or legal representatives unless condoned by a partner or director.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Ombudsman Awards Cover** – in respect of any final and binding award or determination (including liability for claimants’ costs) of any ombudsman we will pay up to a maximum amount of £150,000.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance.
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule).
  - Defence Costs are payable in addition to the Limit of Liability.
- **Retention** – the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance.
- **Cover exclusions:**
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement
  - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
  - Financial return of any investment or portfolio of investments arising out of any express or implied warranty or guarantee made by you
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency administration or receivership of your business.
  - Acting as an insurance agent
  - Previous claims or circumstances
  - Prior Acts (before the Retroactive Date stated in your Schedule)
  - Trading debt incurred or guarantee given by you for a debt.
  - Claims brought in the United States of America or Canada
  - War or Terrorism.

## Accountants Professional Indemnity

continued

### Significant Features and Benefits

- **Minimum Approved Wording** – the Institute’s Minimum Approved Wording will take precedence over any terms, conditions, exclusions or limitations of the wording.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

## Architects Professional Indemnity

### Significant Features and Benefits

- Professional Indemnity Insurance – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Asbestos Cover** – claims in connection with, based upon or attributable to the presence or release of asbestos containing materials. Cover is subject to a sub-limit of liability of £250,000 any one claim and in the aggregate.
- **Collateral Warranty Cover** – claims arising from any collateral warranties, duty of care or similar agreements provided by you, to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.
- **Pollution Cover** – claims arising out of the actual, alleged or threatened, sudden or accidental presence, discharge, dispersal, release, migration or escape of pollutants other than asbestos, nuclear or radioactive material of any sort.
- **Health & Safety Legislation Cover** – reasonable costs and expenses incurred with our prior written consent for defence of any proceedings first brought against you under the Health & Safety Legislation by any regulatory body or similar body where in our opinion defending such proceedings could prevent a concurrent or subsequent claim. Provided that we shall not be liable to pay:

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.
- **Adjudications**
  - must be notified within two working days of your receipt of any notice of intention to adjudicate or at least 30 days before service by you of any notice of intention to adjudicate
  - immediate notice must be given to us of an ombudsman’s review of a case connected with your professional services.
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule).
  - Defence Costs are payable in addition to the Limit of Liability.
- **Retention** – the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance.
- **Cover exclusions:**
  - Asbestos arising out of, based upon or attributable to:
    - i) Bodily injury resulting from the presence or release or possible release of asbestos or asbestos containing materials in whatever form or quantity; or
    - ii) Asbestos inspections carried out by you.
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement
  - Failure to make an accurate pre-assessment of the cost of performing your professional services
  - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency, liquidation, administration or receivership of your business
  - Manufacturing defect in any product
  - Fitness for purpose or other “no fault” obligation
  - Surveys and valuations unless undertaken by, or under the direct supervision of, a properly qualified person

## Architects Professional Indemnity

continued

### Significant Features and Benefits

- a) unless the proceedings shall have arisen from a Wrongful Act committed by you in the performance of your professional services; or
- b) where there is a subsequent plea of finding of guilt on the part of you; or
- c) where in our opinion on the balance of probabilities the proceedings are unlikely to be defended successfully.

Cover is subject to a Sub-limit of Liability of 80% of the Defence Costs incurred up to a maximum amount of £250,000 any one claim and in the period of insurance.

- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

- Adjudications where the adjudicator is not independent or which do not allow for the adjudicator's decision to finally determine the dispute or allow the adjudicator to disregard the legal entitlements of the parties or which place any conditions upon the timing of commencement of proceedings
- Previous claims or circumstances
- Prior Acts (before the Retroactive Date stated in your Schedule)
- Trading debt incurred or guarantee given by you for a debt
- Claims brought in the United States of America or Canada
- War or Terrorism.



## Construction Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Asbestos Cover** – claims in connection with, based upon or attributable to the presence or release of asbestos containing materials. Cover is subject to a sub-limit of liability of £250,000 any one Claim and in the aggregate.
- **Collateral Warranty Cover** – claims arising from any collateral warranties, duty of care or similar agreements provided by you, to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.
- **Fitness for Purpose Cover** – claims arising out of any fitness for purpose warranty solely with respect to the design and/or specification of any works. Provided that the fitness for purpose warranty is in accordance with practice conventionally accepted as appropriate at the time of the execution of the works having regard to the size, scope and complexity of the project.
- **Health & Safety Legislation Cover** – reasonable costs and expenses incurred with our prior written consent for defence of any proceedings first brought against you under the Health & Safety Legislation by any regulatory body or similar body where in our opinion defending such

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.
- **Adjudications**
  - must be notified within two working days of your receipt of any notice of intention to adjudicate or at least 30 days before service by you of any notice of intention to adjudicate
  - immediate notice must be given to us of an ombudsman’s review of a case connected with your professional services.
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule)
  - Defence Costs are payable in addition to the Limit of Liability.
- **Retention** – the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance.
- **Cover exclusions:**
  - Asbestos arising out of, based upon or attributable to:
    - i) Bodily injury resulting from the presence or release or possible release of asbestos or asbestos containing materials in whatever form or quantity; or
    - ii) Asbestos inspections carried out by you.
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services.
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement
  - Failure to make an accurate pre-assessment of the cost of performing your professional services
  - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency, liquidation, administration or receivership of your business
  - Manufacturing defect in any product
  - Fitness for purpose arising out of, based upon or attributable to any of the following:
    - i) where the contract for the works has not defined the intended purpose and use of such works:

## Construction Professional Indemnity

continued

### Significant Features and Benefits

proceedings could prevent a concurrent or subsequent claim. Provided that we shall not be liable to pay:

- a) unless the proceedings shall have arisen from a wrongful act committed by you in the performance of your professional services; or
- b) where there is a subsequent plea of finding of guilt on the part of you; or
- c) where in our opinion on the balance of probabilities the proceedings are unlikely to be defended successfully.

Cover is subject to a Sub-limit of Liability of 80% of the Defence Costs incurred up to a maximum amount of £250,000 in the period of insurance.

- **Pollution Cover** – claims arising out of the actual, alleged or threatened, sudden or accidental presence, discharge, dispersal, release, migration or escape of pollutants other than asbestos, nuclear or radioactive material of any sort.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

- ii) any unforeseen ground conditions;
- iii) process engineering other than where the process engineering relates to the structured integrity of the works;
- iv) Pollution; or
- v) defective workmanship or materials

This exclusion shall only apply in respect of any fitness for purpose warranty

- Surveys and valuations unless undertaken by, or under the direct supervision of, a properly qualified person
- Adjudications where the adjudicator is not independent or which do not allow for the adjudicator's decision to finally determine the dispute or allow the adjudicator to disregard the legal entitlements of the parties or which place any conditions upon the timing of commencement of proceedings
- Previous claims or circumstances
- Prior Acts (before the Retroactive Date stated in your Schedule)
- Trading debt incurred or guarantee given by you for a debt
- Claims brought in the United States of America or Canada
- War or Terrorism.

## Engineers Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim is subject to specific requirements.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Asbestos Cover** – claims in connection with, based upon or attributable to the presence or release of asbestos containing materials. Cover is subject to a sub-limit of liability of £250,000 any one Claim and in the aggregate.
- **Collateral Warranty Cover** – claims arising from any collateral warranties, duty of care or similar agreements provided by you, to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.
- **Health & Safety Legislation Cover** – reasonable costs and expenses incurred with our prior written consent for defence of any proceedings first brought against an Insured under the Health & Safety Legislation by any regulatory body or similar body where in our opinion defending such proceedings could prevent a concurrent or subsequent claim. Provided that we shall not be liable to pay:
  - a) unless the proceedings shall have arisen from a wrongful act committed by you in the performance of your professional services; or
  - b) where there is a subsequent plea of finding of guilt on the part of you;

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.
- **Adjudications**
  - must be notified within two working days of your receipt of any notice of intention to adjudicate or at least 30 days before service by you of any notice of intention to adjudicate
  - immediate notice must be given to us of an ombudsman’s review of a case connected with your professional services.
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule).
  - Defence Costs are payable in addition to the Limit of Liability.
- **Retention** – the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance.
- **Cover exclusions:**
  - Asbestos arising out of, based upon or attributable to:
    - i) Bodily injury resulting from the presence or release or possible release of asbestos or asbestos containing materials in whatever form or quantity; or
    - ii) Asbestos inspections carried out by you.
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement
  - Failure to make an accurate pre-assessment of the cost of performing your professional services
  - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency, liquidation, administration or receivership of your business
  - Fitness for purpose or other “no fault” obligation
  - Surveys and valuations unless undertaken by, or under the direct supervision of, a properly qualified person.

## Engineers Professional Indemnity

continued

### Significant Features and Benefits

or

c) where in our opinion on the balance of probabilities the proceedings are unlikely to be defended successfully.

Cover is subject to a Sub-limit of Liability of 80% of the Defence Costs incurred up to a maximum amount of £250,000 in the period of insurance.

- **Pollution Cover** – claims arising out of the actual, alleged or threatened, sudden or accidental presence, discharge, dispersal, release, migration or escape of Pollutants other than asbestos, nuclear or radioactive material of any sort.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

- Adjudications where the adjudicator is not independent or which do not allow for the adjudicator's decision to finally determine the dispute or allow the adjudicator to disregard the legal entitlements of the parties or which place any conditions upon the timing of commencement of proceedings
- Previous claims or circumstances
- Prior Acts (before the Retroactive Date stated in your Schedule)
- Trading debt incurred or guarantee given by you for a debt
- Claims brought in the United States of America or Canada
- War or Terrorism.

## Management Consultants Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule)
  - Defence Costs are payable in addition to the Limit of Liability.
- **Retention** – the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance
- **Cover exclusions:**
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement
  - Failure to make an accurate pre-assessment of the cost of performing your professional services
  - Failure to arrange or maintain insurance
  - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency administration or receivership of your business.
  - Market Fluctuation; any diminution in value or failure to appreciate of any investment or product
  - Previous claims or circumstances
  - Prior Acts (before the Retroactive Date stated in your Schedule).
  - Acquisition, provision or maintenance of finance
  - Trading debt incurred or guarantee given by you for a debt
  - Claims brought in the United States of America or Canada
  - War or Terrorism.

## Media Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:-
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Disputed Fees Cover** – at our sole discretion we will compensate you for the disputed fees where you agree not to contest any outstanding fees and where at our sole discretion we decide that by not contesting any outstanding fees that this will prevent a claim.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule)
  - Defence Costs are payable in addition to the Limit of Liability.
- **Retention** – the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance
- **Cover exclusions:**
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services.
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement.
  - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency administration or receivership of your business.
  - Manufacturing defect in any product.
  - Over redemption; arising out of, based upon or attributable to price discounts, prizes, awards or other consideration given in excess of the total contracted or expected amount.
  - Previous claims or circumstances
  - Prior Acts (before the Retroactive Date stated in your Schedule).
  - Trading debt incurred or guarantee given by you for a debt.
  - Claims brought in the United States of America or Canada.
  - War or Terrorism

## Miscellaneous Services Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule).
  - Defence Costs are payable in addition to the Limit of Liability.
- **Retention** – the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance
- **Cover exclusions:**
  - Bodily injury/ property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services.
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement.
  - Failure to make an accurate pre-assessment of the cost of performing your professional services.
  - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency, liquidation, administration or receivership of your business.
  - Manufacturing defect in any product.
  - Previous claims or circumstances
  - Prior Acts (before the Retroactive Date stated in your Schedule).
  - Trading debt incurred or guarantee given by you for a debt.
  - Claims brought in the United States of America or Canada.
  - War or Terrorism

## Motor Trade Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:-
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Appointed Representatives Cover** – cover extends to include any appointed representative; and the employees of any appointed representative; engaged in the performance of your professional services.
- **Financial Conduct Authority Investigation Costs Cover** – we will pay any reasonable costs and expenses incurred with our prior consent up to £250,000 in the aggregate to defend any investigation first brought against the insured for breach of any statute or statutory regulations but only where we believe that defending such proceedings could avoid or mitigate loss in connection with any concurrent or subsequent claim.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee and any past or present partner, director officer or member unless condoned by a partner or director and any past or present partner, director, officer or member.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Ombudsman Awards Cover** – covers claims in respect of any final and binding award or determination up to a maximum amount of £100,000.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule)
  - Defence Costs are payable in addition to the Limit of Liability.
- **Retention** – the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance.
- **Cover exclusions:**
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement
  - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
  - Illegal or improper agreement or other arrangement between an insurance broker and an insurance carrier involving the payment of increased fees, commissions or other compensation based on the volume or type of business referred to the insurance carrier
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency, liquidation, administration or receivership of your business or of any or of any insurance company, building society, bank, investment manager, stockbroker, investment intermediary, or any other business, firm or company with whom you have arranged directly or indirectly any insurance, investment or deposits
  - Sale of investment products including but not limited to pensions, endowments, precipice bonds and investment activities as regulated by the Regulated Activities Order
  - Pollution – this exclusion shall not apply in respect of your professional services
  - Previous claims or circumstances
  - Prior Acts (before the Retroactive Date stated in your Schedule)
  - Trading debt incurred or guarantee given by you for a debt
  - Claims brought in the United States of America or Canada



## Motor Trade Professional Indemnity

continued

### Significant Features and Benefits

- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent nondisclosure or innocent misrepresentation.
- **Minimum Approved Wording** – this wording is designed to provide the minimum insurance requirements in accordance with the rules of the Financial Conduct Authority (FCA), in force at the inception date of cover. The minimum insurance requirements as set out in the FCA rules will take precedence over any terms, conditions, exclusions or limitations contained herein, except those that relate to the retention and the Limit of Liability.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

- Professional services as managers of an insurance company, or if Lloyd’s brokers, as underwriting agents (Lloyd’s)
- War or Terrorism.

## Recruitment Consultants Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional service including:-
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. And excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – compensation if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements
- **Vicarious Liability Cover** – covers your vicarious liability for any negligent act, negligent error or negligent omission of any accountant; actuary; architect; clerical; engineer; information technology consultant; loss adjuster; management consultant; media; solicitor; or surveyor supplied by you in the course of your professional services
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or subcontractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons
- **Joint Venture Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements
- **Automatic Acquisitions Cover** – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent
- **Innocent Non Disclosure Condition** – waiving our rights to avoid the insurance cover in the event of innocent non-disclosure or innocent misrepresentation
- **Annual Review** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule)
  - Defence Costs are payable in addition of the Limit of Liability
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance
- **Cover exclusions:**
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services
  - Dishonest, fraudulent or criminal conduct (this exclusion shall not apply to the Fraud and Dishonesty Cover).
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement.
  - Failure to make an accurate pre-assessment of the cost of performing your professional services
  - Claims which should be insured under other types of insurance such as Directors’ and Officers’ Liability, Employers’ Liability and Employment Practice Liability
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency administration or receivership of your business
  - Pollution
  - Previous claims or circumstances
  - Prior Acts (before Retroactive Date stated in your Schedule).
  - Trading debt incurred or guarantee given by you for a debt
  - Claims brought in the United States of America or Canada
  - War or Terrorism

## Surveyors Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – covers civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:-
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director, and any past or present partner, director officer or member.
- **Lost Documents Cover** - costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** - if attending court as a witness by any principal, partner, member, director or employee when defending a claim, a rate of £300 per person per day (£150 per person per day for employees) is applicable
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Appointed Representatives Cover** – cover extends to include an appointed representative; and the employees of an appointed representative; engaged in the performance of your professional services.
- **Asbestos Cover** – claims in connection with, based upon or attributable to the presence or release of asbestos containing materials. Cover is subject to a sub-limit of liability of £250,000 any one claim and in the period of insurance.
- **Collateral Warranty Cover** – claims arising from any collateral warranties, duty of care or similar agreements provided by you, to the extent that such liability would have attached to you in the absence of such contractual duty, term or agreement.
- **Health & Safety Legislation Cover** - reasonable costs and expenses incurred with our prior written consent for defence of any proceedings first brought against you under the Health & Safety Legislation by any regulatory body or similar body where in our opinion defending such proceedings could prevent a concurrent or subsequent claim. Provided that we shall not be liable to pay:

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance
- **Adjudications**
  - must be notified within two working days of your receipt of any notice of intention to adjudicate or at least 30 days before service by you of any notice of intention to adjudicate
  - immediate notice must be given to us of an ombudsman’s review of a case connected with your professional services
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule).
  - Defence Costs are payable in addition to the Limit of Liability.
- **Retention**
  - the insurance will be subject to a retention, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No retention applies to Defence Costs or Court Attendance Cover.
- **Proposal**
  - the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance
- **Cover exclusions:**
  - Asbestos arising out of, based upon or attributable to:
    - (i) Bodily injury resulting from the presence or release or possible release of asbestos or asbestos containing materials in whatever form or quantity; or
    - (ii) Asbestos inspections carried out by you.
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services.
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement.
  - Claims which should be insured under other types of insurance such as Directors’ and Officers’ Liability, Employers’ Liability and Employment Practice Liability
  - Dishonest, fraudulent or criminal conduct (this exclusion shall not apply to the Fraud and Dishonesty Cover)
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Regulated Activities as defined in the FSMA, however this exclusion will not apply to mortgage mediation activity and insurance mediation activity relating to general insurance contracts only for which you have permission pursuant to Part IV of the FSMA.

## Surveyors Professional Indemnity

continued

### Significant Features and Benefits

- a) unless the proceedings shall have arisen from a wrongful act committed by you in the performance of your professional services; or
- b) where there is a subsequent plea of finding of guilt on the part of you; or
- c) where in our opinion on the balance of probabilities the proceedings are unlikely to be defended successfully.

Cover is subject to a Sub-limit of Liability of 80% of the Defence Costs incurred up to a maximum amount of £250,000 in the period of insurance.

- **Cyber Liability Cover** – cover extends to include your cyber liability transacted via: the internet; the extranet; your own web-site, internet site, web address(es); or transmission of electronic mail or documents by electronic means. Cover is subject to a sub-limit of liability of £250,000 any one claim and in the period of insurance.
- **Legal Representation Costs Cover** – we will pay up to 80% of any reasonable costs and expenses incurred during the period of insurance with our prior consent for representation at properly constituted hearings, tribunals or proceedings arising out of any claim and which are not indemnified as Defence Costs. Cover will be subject to a Sub-Limit of Liability of £10,000 in the period of insurance.
- **Joint Ventures Cover** - covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** - extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non – disclosure, or innocent misrepresentation.
- **Minimum Approved Wording** – the wording is designed to provide the minimum insurance requirements in accordance with the last agreed policy wording of the Royal Institution of Chartered Surveyors General Council, in force at the inception date of this insurance. The minimum insurance requirements will take precedence over any terms, conditions, exclusions or limitations, of the wording.

### Significant Exclusions or Limitations

- Financial return of any investment or the depreciation or loss of investments when such financial return, depreciation or loss is as a result of normal or abnormal fluctuations in any financial stock, commodity or other markets, which are outside your influence or control. However, this exclusion shall not apply in respect of any survey or valuation of tangible property for the purpose of any sale, proposed sale, purchase or proposed purchase; or for insurance or stock valuation purposes.
- Insolvency, liquidation, administration or receivership of your business.
- Surveys and valuations unless undertaken by, or under the direct supervision of, a properly qualified person.
- Adjudications where the adjudicator is not independent or which do not allow for the adjudicator's decision to finally determine the dispute or allow the adjudicator to disregard the legal entitlements of the parties or which place any conditions upon the timing of commencement of proceedings
- Pollution, or pollution resulting from environmental audits undertaken by you. However, this exclusion shall not apply in respect of your negligent structural design or specification or failure to report a structural defect in a property and which relates solely to the cost of re-designing, re-specifying, remedying and/or rectifying the defective structure. The limit of liability for such cover will be in the aggregate for the period of insurance.
- Previous claims or circumstances
- Prior Acts (before the Retroactive Date stated in your Schedule).
- Supply of goods or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by you. This exclusion will not apply to project models or displays.
- Trading debt incurred or guarantee given by you for a debt.
- Ownership, possession or use by or on your behalf of aircraft, watercraft, hovercraft, motor vehicle or trailer; or buildings, structures, premises, land or property (mobile or immobile) or that part of any building leased, occupied or rented by you.
- Claims brought in the United States of America or Canada.
- War or Terrorism

## Technology & Telecommunications Professional Indemnity

### Significant Features and Benefits

- **Professional Indemnity Insurance** – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including:
  - breach of professional duty
  - infringement of copyright or intellectual property rights
  - breach of confidentiality
  - defamation
  - and other types of civil liability, unless specifically excluded.
- **Insured Person** – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.
- **Fraud and Dishonesty Cover** – liability of your business to any third party resulting from fraudulent or dishonest conduct of any employee unless condoned by a partner or director.
- **Lost Documents Cover** – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule.
- **Court Attendance Cover** – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, at a rate of £300 per person per day (£150 per person per day for employees) is applicable.
- **Mitigation Cover** – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements.
- **Disputed Fees Cover** – at our discretion we will compensate you for the Disputed Fees where you agree not to contest any outstanding fees and we decide that by not contesting any outstanding fees that this will prevent a claim.
- **Specialist Contractors Cover** – claims resulting from any wrongful act of your specialist consultants, designers or sub-contractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons.
- **Joint Ventures Cover** – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements.
- **Automatic Acquisitions Cover** - extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements.
- **Defence Costs Cover** – covers defence costs incurred with our prior written consent.
- **Innocent Non Disclosure Condition** – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation.
- **Annual renewal** – the insurance cover is a 12 month contract which may be renewed each year subject to your needs and our terms and conditions.

### Significant Exclusions or Limitations

- **Claims Made Wording**
  - the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance.
  - claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance.
- **Limit of Liability**
  - the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule).
  - Defence Costs are payable in addition to the Limit of Liability.
- **Proposal** – the proposal and any information supplied by you forms the basis of and is incorporated into the contract of insurance.
- **Cover exclusions:**
  - Bodily injury/property damage unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services
  - Contractual Liability except to the extent such liability would have attached to you in the absence of such contractual duty, term or agreement
  - Failure to make an accurate pre-assessment of the cost of performing your professional services
  - Claims which should be insured under other types of insurance such as Directors and Officers Liability, Employers Liability and Employment Practice Liability
  - Software, mechanical or electrical failure or telecommunications or satellite systems failure outside your direct control
  - Insolvency, administration or receivership of your business.
  - Manufacturing defect in any computer hardware or firmware
  - Previous claims or circumstances
  - Prior Acts (before the Retroactive Date stated in your Schedule)
  - Trading debt incurred or guarantee given by you for a debt
  - Claims brought in the United States of America or Canada
  - War or Terrorism.

# Notes

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**[allianz.co.uk](http://allianz.co.uk)**

Allianz Insurance plc.  
Registered in England number 84638  
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Financial Services Register number 121849.