



INSURANCE POLICY

Professional Indemnity - Design & Construct

Please read this document carefully.
Should you have any questions, please contact your insurance agent.

Policy Information

We are keen to work in partnership with You and avoid any misunderstandings

This Policy has been prepared in accordance with Your instructions Please read it carefully to ensure that it meets Your requirements

This policy consists of

1. the introduction which explains the basis on which cover is provided
2. the Schedule which shows details of the Policyholder Period of Insurance the Professional Business being covered insured Limits of Liability and certain amounts You will be responsible for and details of which Sections are operative
3. the Proposal form is a record of the information that You provided to Your insurance agent about You and Your Business upon which Your insurance Policy is based
4. Policy Definitions and Conditions
5. the Sections of the Policy which give details of the cover
6. Any Endorsements or Conditions Precedent which might apply to the Policy or individual Sections and which incorporate cover amendments extensions limitations and the like

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or the Proposal supplied which You should file with Your Policy You should refer to the Schedule and Endorsement(s) and the Policy to ascertain precise details of cover currently in force

Our Promise to You

Our goal is to provide excellent customer service to all Our customers but we recognise that sometimes things may go wrong We take complaints seriously and aim to resolve all of Our customers problems promptly

If this cover does not meet with Your requirements please return all of Your documents to Your insurance agent who has arranged the cover within 14 days of receipt We will return any premium paid in full

If You wish to terminate the cover at any other time please contact Your insurance agent who arranged it and any return premium will be at the discretion of Arista

Making a Claim under the Policy

To make a claim under this Policy please refer to General Condition 1

Who to notify

All notifications should be forwarded directly to:

Hiscox Liability Claims Team

Telephone: 0800 840 2432

Email: liability.claims@hiscox.com

Your duties in the event of a claim or circumstance

There are legal protocols applying to professional negligence claims which impose time constraints and procedural rules as to how claims should be dealt with. We have specialists who will work hand in hand with You to deal with these issues and if litigation is necessary, We will arrange for a solicitor to represent You.

When you first become aware of a claim or circumstance it is important you DO NOT:

- Make any admission of liability
- Settle or make or promise any payment
- Incur costs without our approval
- Take any action which might prejudice our position or our ability to investigate a claim or circumstance
- Provide details of your professional indemnity policy or disclose that we have been notified to the claimant

It is a usual feature of Professional Indemnity Policies that it is a condition precedent to insurance coverage being granted that there has been no admission of liability and further that We receive your full cooperation.

What is meant by a circumstance?

There is no single or simple definition but the following may help in understanding what is likely to deem a notifiable circumstance

A notifiable circumstance could include:

- An intimation by any third party, whether expressed or implied, of an intention to make a claim against you
- Any criticism or dispute, whether expressed or implied, relating to your performance, or of any party for which you are responsible
- Any awareness by you that any services provided or actions taken by you, or by any party for whom you are responsible, have or could have failed to meet the standard required or have led, or may lead to a third party loss

A situation where you are having to investigate your work in order to justify your actions

Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who are we?

Arista is a trading name of Geo Underwriting Services Limited (part of the Ardonagh Group of companies). Geo Underwriting Services Limited is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about the Ardonagh Group of companies please visit www.ardonagh.com.

What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats,

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings.

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

Should You be in any doubt as to whether information should be presented to Us, You must

- discuss it with Your insurance agent, or
- disclose it to Us.

We may, at Our absolute discretion, avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:

1. deliberate or reckless; or
2. of such other nature that, if You had made a fair presentation, We would not have issued the policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

If We would have issued the policy on different terms had You made a fair presentation, We will not avoid the policy (except where the failure is deliberate or reckless) but We may instead, at Our absolute discretion;

1. reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation; and/or
2. treat the policy as if it had included such additional terms (other than those requiring payment of premium) as

We would have imposed had You made a fair presentation.

For the purposes of this condition references to:

1. avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),
2. refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,

issuing a policy should be treated as the references to issuing the policy at inception, renewing or alteration of the Policy as the context requires, premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

How to Complain

If You have any enquiry arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arista office quoting the Policy number in all cases

If You have a complaint arising from Your Policy please contact

The Chief Executive

Arista

55 Bishopsgate

London EC2N 3AS

www.Arista-Insurance.com

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service (FOS) The address is

Financial Ombudsman Service

Exchange Tower

London E14 9SR

www.financial-ombudsman.org.uk

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services

Following the complaints procedure does not affect Your rights to take legal proceedings

Financial Services Compensation Scheme

Arista, a trading name of Geo Underwriting Services Limited, and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS)

Should We be unable to meet Our liabilities You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Further information is available from the FSCS. Their telephone number is 0800 678 1100 or 020 7741 4100. Alternatively, more information can be found at www.fscs.org.uk.

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The Contract of Insurance and the Underwriters

This Policy is underwritten by certain Underwriters at Hiscox (hereinafter called the 'Underwriters') and is administered by Arista in accordance with the authority granted under binding authority agreement(s)

In consideration of payment of the premium the receipt of which by Underwriters is a condition precedent to liability to indemnity under this Policy the Underwriters set out above are bound severally and not jointly to indemnify You within the limits terms conditions and exceptions of this Policy during the Period of Insurance and any subsequent period for which You pay and the Underwriters agree to accept a premium

You have provided information to Us which includes but is not limited to the information detailed in the written Proposal bearing the date stated in the Schedule



Paul Dilley
Chief Executive Officer
Geo Underwriting Services Limited
On behalf of the Insurer(s)

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy

Your proposal the Schedule Your Policy and any Endorsements shall be considered one legal document It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover

Your obligations under the Policy

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim

Some of these obligations are expressed to be Conditions General Conditions or Conditions Precedent These are extremely important If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss However if a Condition General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition General Condition or Condition Precedent to exclude limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Steps to be taken if you cannot comply

If You are unable to comply with any Condition General Condition or Condition Precedent You should contact Us as soon as reasonably possible through Your insurance agent We will decide whether We might be prepared to agree a variation in the Policy

All Conditions General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent

You should keep a written record (including copies of letters) of any information You give us or Your insurance agent at inception, renewal or variation to this Policy.

Arista is a trading name of Geo Underwriting Services Limited, Registered in England No. 4070987.
Registered Address: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN
Authorised and regulated by the Financial Conduct Authority. FCA Register Number 308400
Geo Underwriting Services Limited is a coverholder for certain leading Insurers.

You can check this information on the Financial Conduct Authority register by visiting the FCA's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at www.bankofengland.co.uk/pru

General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles

We/Us/Our

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

You/Your/Policyholder

1. The firm company or persons named in the Schedule
2. Any past present or future partner of the firm but only whilst acting or having acted within the scope of the Professional Activities and Duties carried out on behalf of the firm

For the avoidance of doubt the only parties that have rights under this contract of insurance shall be You and Us

Award

A sum which You become liable to pay by reason of an adjudicator's decision

Circumstance

Any matter likely to give rise to a claim against You

Collateral Warranty

A collateral warranty or duty of care agreement between You and a party with whom a contractual relationship would not otherwise exist

Computer System

Any computer data processing equipment media or part thereof or system of data storage and retrieval or communications system network protocol or part thereof or storage device microchip integrated circuit real time clock system or similar device or any computer software (including but not limited to application software operating systems runtime environments or compilers) firmware or microcode

Condition Precedent

Any term expressed Condition Precedent is extremely important

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Date Recognition Failure

Any failure or inadequacy of performance or functionality relative to the recognition or use of any date as its true calendar date

Defence Costs

All costs and expenses incurred with Our prior written consent in the investigation defence or settlement of any claim or Circumstance notified to Us within the terms of the Policy.

Documents

All forms of documents of whatsoever nature whether written printed or reproduced by any other method including computer system records (provided You maintain duplicates of such computer systems records stored at a separate location) but excluding bearer bonds coupons bank notes currency notes and negotiable instruments

E-activities

Any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by You or by any person, persons, partnership, firm or company acting for You or on Your behalf

Excess

The first amount of each claim for which indemnity would otherwise be provided by this Policy

The amount of Excess is as stated in the Schedule which is inclusive of any costs and expenses incurred by Us in the defence and investigation of any claim and/or Circumstance

Limit of Indemnity

Our maximum total liability (including the liability for claimants costs and Defence Costs) for all claims under this Policy for the amount specified in the Schedule or as may be specifically endorsed to this Policy

Policy

This Policy is made up of a number of documents These documents are the

- (a) Policy
- (b) Schedule
- (c) endorsements
- (d) notice to policyholders
- (e) Statement of Fact or proposal form

Policy Period

The period specified in the Schedule or as may be specifically endorsed to this Policy

Professional Activities and Duties

The performance by You or any sub-contractor and/or sub-consultant acting on Your behalf and for whom You are responsible as a professional of any design or specification or inspection of construction or feasibility study or technical information calculation or surveying undertaken only by or under the direct control or supervision of a properly qualified Architect Engineer or Surveyor employed by You or employed by any sub-contractor and/or sub-consultant acting on behalf of You and for whom You are responsible

For the avoidance of doubt Professional Activities and Duties do not include supervision by You of Your own or Your sub-contractors work where such supervision is undertaken in Your capacity as Building or Engineering Contractor

Proposal

The proposal for the insurance provided by this Policy including the Proposal Form identified in the Schedule together with any other documentation or information submitted to Us

Schedule

The Schedule for the time being in force showing the cover which applies

Terrorism

Terrorism shall include but is not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

Cover

We will indemnify You in respect of

1. Breach Of Duty

Any claim first made against You and notified to Us during the Policy Period arising from the exercise and conduct of the Your Professional Activities and Duties which gives rise to a legal liability (including liability for claimants' costs) as a result of a breach of Your professional duty arising out of negligence by You or any specialist sub-contractor and/or sub-consultant acting on Your behalf and for whom You are responsible but subject always to Our rights as contained in General Condition 4 of this Policy and provided that all rights of recourse against such specialist sub- contractors and/or sub-consultants are not waived or otherwise impaired by You

Provided that

1. in respect of any claim under this clause the amount of the Excess shall be borne by You at Your own risk and We shall only be liable to indemnify You in excess of such amount
2. no indemnity shall be provided under this clause for any liability arising from a decision given by an adjudicator under a construction contract as defined in Section 104 of the Housing Grants Construction and Regeneration Act 1996 ("the Act") unless You comply with the following conditions precedent to indemnity under this Policy
 - a. You shall give notice directly to Us in the manner appearing below within three working days of any of the following
 - i Your receipt of any notice of intention to adjudicate ("Adjudication Notice")
 - ii upon You having reasonable grounds to believe that an Adjudication Notice may be served upon You
Provided that in each such case the subject matter of the Adjudication Notice (or any part thereof) is likely to give rise to a claim under this Policy
 - b. You shall provide full and prompt cooperation to Us complying with all Our reasonable requests including those relating to response times and such cooperation shall extend to any subsequent challenge to the adjudicator's decision
 - c. We shall be entitled at Our discretion to appoint solicitors and experts to handle any adjudication on behalf of You and We shall have the conduct of all matters relating to any such adjudication. Subject to the provisions of 1.B (e) of this Cover and the application of any costs inclusive excess payable by You We shall pay all costs and expenses incurred in the appointment of such solicitors and experts
 - d. You shall not at any time without Our prior written consent make any admission in respect of the dispute being referred to adjudication or agree with any other party that adjudication shall finally determine any dispute
 - e. If only part of the Award is covered within the Policy terms and conditions then We shall only be required to indemnify You in respect of that part which is covered within the Policy terms and conditions and will only pay costs and expenses incurred in handling the adjudication in the same proportion as the insured part bears to the total amount of the Award

2. Loss of Documents

any reasonable expenses which You may incur during the Policy Period (and to which We have given prior written consent) in replacing or restoring Documents either owned by or the responsibility of or in the custody of You in the conduct of Your Professional Activities and Duties which are discovered during the Policy Period to be damaged destroyed lost or mislaid and which after diligent search cannot be found

For the purposes of the Loss of Documents cover there shall be no Excess borne by You and the Limit of Indemnity afforded by this clause shall be limited to £50,000 in all for the Policy Period

3. Compensation for Court Attendance

the cost of attendance at a court by any principal partner director or employee of the Policyholder when requested by Us to be a witness in connection with a claim for which You are entitled to indemnity under this Policy.

Indemnity for such costs will be limited to payments by Us of compensation at a rate of £250 per person per day on which attendance is required

For the purposes of the Compensation for Court Attendance cover there shall be no Excess borne by You

4. Prosecution Defence

costs and expenses incurred with Our prior written consent in the defence of any criminal proceedings against You during the Policy Period arising from any alleged breach of any statutory regulation relative to building or construction works

Provided that

1. such alleged breach arises in the course of Your Professional Activities and Duties
2. the circumstances giving rise to the proceedings could otherwise give rise to indemnity under this Policy
3. in Our reasonable belief the defence of such proceedings would assist in the defence of any claims against You arising from such circumstances
4. no claims shall attach unless We consider that the defence of criminal proceedings has a reasonable chance of success
5. if circumstances change after We have given written consent then We reserve the right to have the express ability to withdraw such consent

For these purposes "proceedings" includes an appeal against the outcome of any initial proceedings For the purposes of the Prosecution Defence cover there shall be no Excess borne by You

5. Libel and Slander

sums that You become legally liable (including liability for claimants' costs) to pay in respect of any claim first made against You and notified to Us during the Policy Period direct consequence of any libel or slander uttered in good faith by You in the conduct of Your Professional Activities and Duties

Provided that in respect of any claim the amount of the Excess shall be borne by You at Your own risk and We shall only be liable to indemnify You in excess of such amount

6. Mitigation Costs

We will indemnify You subject to notification in accordance with Condition 1 of the Policy which is a condition precedent to Your right to be indemnified under this Policy for costs and expenses reasonably incurred with the prior written consent by Us which will not be unreasonably withheld in respect of rectifying prior to practical completion of any part of the works already constructed by You to the extent that You are able to demonstrate on a balance of probabilities that the need for such rectification is due to Your negligence (or the negligence of Your sub-contractors or sub-consultants for whom You are responsible) in the conduct of Your Professional Activities and Duties and is necessary to mitigate a claim or likely claim that would otherwise have been insured under Cover 1 Breach Of Duty Provided that in respect of any claim the amount of the Excess shall be borne by You at Your own risk and We shall only be liable to indemnify You in excess of such amount

7. Collateral Warranty

any claim first made against You and notified to Us during the Policy Period (including liability for claimants' costs) in direct consequence of any negligence whether by act error or omission by You in the course of Your Professional Activities and Duties arising from liability assumed by You under any Collateral Warranty.

Provided that in respect of any claim the amount of the Excess shall be borne by You at Your own risk and We shall only be liable to indemnify You in excess of such amount

General Conditions

1. It is a Condition Precedent to Our liability to make payment under this Policy that
 - a. in the event of a claim or the discovery of information that may give rise to a claim You shall not admit liability and no admission arrangement offer promise or payment shall be made by You without Our prior consent
 - b. You shall give Us immediate notice in writing of
 - i any claim first made against You during the Policy Period
 - ii any Circumstance of which You first become aware during the Policy Period
 - iii the discovery of any loss that is likely to be the subject of indemnity hereunder
 - iv the discovery of any reasonable cause for suspicion of any dishonesty or fraud on the part of a present partner or director or employee of Yours whether giving rise to a claim or loss under this Policy or not

Such notice having been given as required in 1 b (ii) or (iii) or (iv) above during the Policy Period any subsequent claim arising from such Circumstance or loss shall be deemed to have been made during the Policy Period provided however that this deeming provision shall only have effect if You comply within a reasonable time and at Your own expense

- i with Our standard requirement hereby stated that the notification should state precisely why a claim is likely and if so from whom
- ii with any reasonable request by Us for further information in relation to the matters notified
- iii with any request by Us reasonable by reference to the risk and potential amount of any consequent claim for steps to be taken to reduce or avert the said risk

For the avoidance of doubt no other condition of this Policy shall have the effect of limiting Our right to refuse to give effect to this deeming provision in the event of a failure by You to comply with a request under 1 b (ii) (iii) and (iv) above

- c. following notification of a claim or Circumstance We shall be entitled at Our discretion to take over and conduct in Your name the investigation defence or settlement of any such matter
Nevertheless neither You nor We shall be required to contest any legal proceedings unless a Queens Counsel (to be mutually agreed upon by You and Us) shall advise that such proceedings should be contested
 - d. every letter of claim writ or summons shall be forwarded unanswered to Us immediately they are received. You shall at all times in addition to Your obligations set out above provide such information and co-operation and respond within such times as to allow Us to comply with relevant practice directions and protocols as may be issued from time to time by the Head of Civil Justice and the timetables contained therein
 - e. You shall at Your own expense give all such assistance and information within the timescale that We may reasonably require
2. It is a Condition Precedent to Our liability to make payment under this Policy that You have used and shall continue to use Your best endeavours to ensure that all sub-contractors and/or sub consultants appointed by You or for which You are responsible maintain Professional Indemnity Insurance to a level of not less than £500,000
 3. In the event that You are not able to verify the existence of such Insurance You undertake to inform Us as soon as practicable and furnish Us with such additional information as may be reasonably requested.
 4. It is further understood and agreed that in such circumstances We will be entitled to charge an additional premium
 5. We may at any time pay to You the amount of the Limit of Indemnity (less the Excess and any sum already paid or expended during the Policy Period) or any lesser amount for which in Our opinion any claim or claims can be settled and any related Defence Costs incurred and consented to for any claim and such payment shall be deemed to be a total and full discharge of Our liability for that claim
 6. We shall not be responsible for any loss that You may claim to have sustained by reason of Us having so acted

7. If any payment is made under the terms of this Policy You grant to Us all rights of recovery against any parties from whom recovery may be made. However We agree to waive any rights of recovery against any employee or former employee of the Policyholder unless liability has resulted in whole or in part from a dishonest fraudulent criminal or malicious act or omission on the part of any such employee
8. If You or anyone acting on Your behalf:
 - a. makes any false or fraudulent claim,
 - b. makes any exaggerated claim,
 - c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
 - d. makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

We will:

 - i. refuse to pay the whole of the claim; and
 - ii. recover from You any sums that We have already paid in respect of the claim.

We will also notify You if We will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in a. – d. above. In that event, You will:

 - have no cover under the policy from the date of the termination; and
 - not be entitled to any refund of premium
9. Beginning with Your Proposal for this Policy and throughout the Policy Period You must make a fair presentation of the risk to Us. You are under a continuing duty to make a fair presentation and to tell Us as soon as reasonably practicable all changes in information supplied to Us as part of the Proposal for this Policy. We may, at Our absolute discretion;
 - avoid the Policy and refuse to pay any claims, or
 - reduce proportionately the amount paid or payable on any claim, or
 - treat the policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.
10. Any claim or claims resulting from one and the same act error or omission or a series of acts errors or omissions arising out of the same proximate cause shall for the purpose of the Limit of Indemnity and the Excess under this Policy be treated as a single claim
11. For the avoidance of doubt it should be noted that the indemnity afforded under the terms of this Policy is provided jointly to all parties constituting the Policyholder as defined herein and for all purposes this Policy shall be considered as a joint Policy with a single Limit of Indemnity
12. Any dispute or difference between You and Us arising from this Policy shall be referred to a Queen's Counsel of the English Bar to be mutually agreed upon between Us and You or to any other party as may be mutually agreed. The dispute shall be arbitrated in accordance with the statutory provisions as to arbitration for the time being in force. The findings of the appointed arbitrator shall be binding upon Us and You and the costs of such an exercise shall be allocated by the arbitrator on the basis he/she considers fair and equitable
13. If We agree to accept payment by instalments then in the event of any default in payment of any instalment by You the full outstanding balance shall become payable immediately. If You then fail to pay such amount within seven days of written notice sent by or on behalf of Us to them of the default in payment We may terminate this Policy by giving seven days notice in writing to You
14. The parties are free to choose the law applicable under this contract but unless specifically agreed to the contrary this Policy is subject to English law
15. Sanction Limitation and Exclusion

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us 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.
16. a. You may cancel Your Policy

- i. within 14 days of receiving Your policy documents for the first Period of Insurance if for any reason You are dissatisfied or the policy does not meet Your requirements.
- ii. if at any time You sell The Business or sell all of the property insured shown in The Schedule, or You cease trading.

If You cancel the policy We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding during the current Period of Insurance.

- b. Other than when General Condition 8. Fraud applies, We may cancel Your policy
 - i. by sending You 30 days written notice to Your last known address.

We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

- no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance.
 - We have not identified a breach of any Policy Condition.
- ii. immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

General Exceptions

We shall not indemnify You in respect of any claim or loss arising out of

1. the giving by You of any warranty or guarantee where liability arises from any or more of the following terms
 - a. any express acceptance of or guarantee for fitness for purpose or similar provision
 - b. any express guarantee relating to the performance or period of a project
 - c. any acceptance of liability for liquidated damages

This exception shall not apply to liability that arises out of a failure to exercise a reasonable professional skill and care obligation that would have attached to You in the absence of such express warranty or guarantee

2. any negligence on the part of You in connection with estimates of construction costs except where such estimates are compiled by professionally qualified Quantity Surveyors
3. any claim or Circumstance
 - a. known to You prior to the inception of this Policy or which in Our reasonable opinion ought to have been known to You or
 - b. notified by You under any other insurance prior to the inception of this Policy
 - c. disclosed on the latest Proposal made to Us
4. loss distortion or erasure of computer records
 - a. whilst mounted in or on any machine for use or processing unless caused by fire lightning aircraft or water damage or any negligence on the part of the Insured
 - b. resulting from wear tear vermin or gradual deterioration
 - c. caused by climatic or atmospheric conditions or extremes of temperature
 - d. due to the presence of magnetic flux or loss of magnetism unless caused by lightning
5. bodily injury sickness disease or death of any person arising out of and in the course of their employment by You
6. work in connection with any contract performed outside the geographical limits as stated in the Schedule or any claim made in a court outside the jurisdiction limits as stated in the Schedule
7. Your insolvency
8. any negligence on the part of You in connection with the effecting or maintenance of insurance and/or in connection with the provision of finance or advice on financial matters
9. or contributed by
 - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any waste or substance from the combustion of nuclear fuel or
 - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or
 - c. war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power
 - d. Terrorism
10. a situation where You are entitled to indemnity under any other insurance except in respect of any sum beyond the amount which would have been payable under such other insurance had this Policy not been effected
11. any act error omission committed or alleged to have been committed prior to any retroactive date stated in the Schedule
12. any fines penalties punitive or exemplary damages
13. the ownership use occupation or leasing of mobile or immobile property by to or on behalf of You or of any party for whom and for which You are responsible
14. any claim by any
 - a. parent or subsidiary company or associated company of the Policyholder
 - b. other company in which You have a financial majority or
 - c. other company in common ownership with You
 - d. of Your shareholders or shareholder of any parent or subsidiary company or associated company of the Policyholder where such claim is in relation to the sharehold value of the Policyholder or any parent or subsidiary company or associated company of the Policyholderunless in respect of (a) (b) (c) such claim emanates from an independent third party

15. any claim by any person comprising the Policyholder under Cover 1 Breach Of Duty against any other person comprising the Policyholder
16. the supply of defective materials or defective workmanship by You or Your sub-contractors or the supervision of Your own or Your sub-contractors work where such supply of defective materials or defective workmanship or supervision is undertaken in Your capacity as Building or Engineering Contractor
17. dishonest or fraudulent acts or omissions committed by any person after discovery of such person's fraud or dishonesty or of reasonable cause for suspicion by You of fraud or dishonesty on the part of that person. Nor shall this Policy indemnify any person committing or condoning any dishonest or fraudulent act or omission
18. any trading losses or trading liabilities incurred by any business managed or carried on by You including loss of any client account or business
19. Your E-activities (whether directly or indirectly and/or whether deliberate or otherwise) including the spreading of computer viruses and the like malicious and/or inappropriate e-mail and/or breach of Data Protection or similar statutes laws or regulations

This exception does not apply to the erroneous transmission or non-transmission by You of electronic messages drawings plans and other documents in the normal course of Your Professional Activities and Duties except where the cause of the claim or Circumstance is directly or indirectly attributable to a computer virus and the like malicious and/or inappropriate e-mail use and/or any breach of the Data Protection Act or similar statutes laws or regulations



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