



Professional Indemnity Insurance

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT YOUR INSURANCE ADVISER.

Royal & Sun Alliance Insurance plc (herein called the Company) and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Company will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium

Provided that this Policy shall not be in force unless it has been initialled by an authorised official of the Company

Initialled

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PROFESSIONAL INDEMNITY INSURANCE

TERMS AND CONDITIONS

NOTICE: THIS INSURANCE COVERS ONLY CLAIMS OR LOSSES MADE AND NOTIFIED TO THE COMPANY DURING THE PERIOD OF INSURANCE

DEFINITIONS

For the purposes of Professional Indemnity Insurance

1 Asbestos Risks means

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

2 Asbestos means

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

3 Asbestos Dust means

fibres or particles of Asbestos

4 Asbestos Containing Materials means

any material containing Asbestos or Asbestos Dust

5 Bodily Injury means

death disease illness or bodily or mental injury

6 Claim means

- A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
- C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
- D) any communication in whatsoever form invoking any Pre-Action Protocols as may be issued and approved from time to time

7 Defence Costs means

all costs and expenses (other than costs incurred in connection with Claims Condition 8B) which are incurred by the Company or by the Insured with the Company's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Insurance and in connection with any circumstances which might give rise to a Claim

8 Documents means

all

- A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- B) computer systems records

the property of the Insured or for which the Insured is responsible

9 Employee means

any person including any trainee or consultant under a contract of service with the Insured or the Predecessors in respect of Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance

10 The Insured means

the Insured as named in the Schedule. The following will be indemnified in like manner to the Insured in respect of Claims arising out of the conduct of Professional Business provided that each shall as though the Insured observe and be subject to the terms of this Insurance so far as they can apply

- A) any partner director or member or former partner director or member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or member or former partner director or member
- B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee

11 Insured's Contribution means

the amount for which the Insured is responsible under Insurance Clauses 1 and 2 of this Insurance in respect of any one Claim

The Insured's Contribution shall not apply to Defence Costs

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

12 Microchip means

a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

13 North America means

the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof

14 North American Claim means

each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply

15 Predecessors means

any person practice or other firm to which the Insured has succeeded

16 Professional Business means

professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule

17 System includes

computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

18 Terrorism means

an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto

19 Virus means

programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

20 War Risks means

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

INTERPRETATION

In this Insurance

- 1** the singular includes the plural and vice versa
- 2** the male gender includes the female and neutral genders
- 3** references to any Act or law include any rules or regulations promulgated thereunder and any re-enactment replacement amendment or modification thereof in whole or part and whether before or after the date of this Insurance
- 4** the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation

INSURANCE CLAUSES

1 Civil Liability

The Company will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured and notified to the Company during the Period of Insurance in respect of civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business

The Company will in addition pay Defence Costs incurred by the Company or by the Insured with the Company's written consent Provided that if the amount payable to dispose of a Claim exceeds the amount available under this Insurance the liability of the Company for Defence Costs shall be only that proportion which the amount available bears to the amount payable to dispose of such Claim

2 Awards by Ombudsmen

The Company will indemnify the Insured in accordance with any final and binding award of any ombudsman under any recognised scheme up to a maximum of £100,000 in the aggregate during the Period of Insurance in respect of

- A) any amount paid or payable pursuant to such final binding award or
- B) any Defence Costs incurred in taking any steps which the Insured is directed to take by the ombudsman in relation to a claimant

Provided that the Claim giving rise to the award of the ombudsman was first made against the Insured and notified to the Company during the Period of Insurance and arose in connection with the conduct of Professional Business

3 Loss of or Damage to Documents

The Company will in the event of loss of or damage to Documents occurring in the conduct of Professional Business and advised to the Company during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £50,000 during the Period of Insurance

Provided that

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

4 Compensation for Court Attendance

In the event of the legal advisers acting on behalf of the Insured with the consent of the Company requiring any principal partner member director or Employee of the Insured to attend any court tribunal arbitration adjudication or other hearing as a witness in connection with a Claim made against the Insured and notified under this Insurance the Company will provide compensation to the Insured at the rate of £200 per person for each day on which attendance is required

LIMITS OF INDEMNITY

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

EXCLUSIONS

The Company shall not be liable in respect of

1 Adjudication and Arbitration

any Claim arising out of or related to any

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

2 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

3 Bodily Injury to Employees

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

4 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty

5 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

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

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

6 Controlling Interest

any Claim made against the Insured by

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

unless such Claim emanates from an independent third party

7 Design and Construct/Supply

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

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

Provided this Exclusion shall not apply to project models or displays

8 Directors' and Officers' Liability

any Claim against any Insured or those indemnified by this Insurance in like manner to the Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

9 Dishonesty

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

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

10 Employment

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

11 Fines Penalties and Punitive Damages etc.

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

12 Goods and Services

- A) any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured
- B) any Claim arising from any contract or arrangement for the supply to or use by the Insured of goods or services

13 Insolvency of the Insured

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured Provided that this Exclusion shall not apply to any Claim

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

14 Insured's Contribution

the Insured's Contribution

15 North American Jurisdiction and Operations

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

16 Nuclear

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

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

17 Pension and Benefit Schemes

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

18 Pollution

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

19 Previous Claims or Circumstances

- A) the consequence of any circumstance
 - 1) notified under any insurance which was in force prior to the inception of this Insurance
 - 2) known to the Insured or which should have been known to the Insured at the inception of this Insurance which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

20 Spite or Reckless Behaviour

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

21 Trading Losses

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

22 Transportation or Property

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

23 War and Terrorism

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

GENERAL CONDITIONS

1 Other Insurance

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

2 Choice of Law

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Insurance shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

CLAIMS CONDITIONS

1 Claims Notification

The Insured shall give written notice to the Company (regardless of the Insured's Contribution) as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a Claim against the Insured or loss irrespective of the Insured's views as to the validity of such Claim or on receiving information of such a Claim for which there may be liability under this Insurance. Any such Claim arising from such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given.

2 Notification of Adjudications

The Insured shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Insurance Clause 1

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

3 Notification of Reviews by an Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 give immediate notice to the Company in writing as soon as it becomes aware that any ombudsman is reviewing a case directly affecting the Insured.

4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Company immediately on receipt. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company.

5 Conduct of Claims

The Insured shall give all such assistance as the Company may require. The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

6 Queen's Counsel Clause

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

7 Disposal of Claims

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

8 Dishonesty and Fraud

In respect of any claim made in accordance with this policy arising out of any dishonest or fraudulent act or omission

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

SPECIAL BENEFITS

- 1** In the event of the Company being entitled to avoid this Insurance from inception or from the time of any variation in cover (including at renewal) the Company may at its discretion maintain this Insurance in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation in cover (including at renewal)
- 2** In the event of non-disclosure or misrepresentation at any renewal the Company will waive its rights to avoid this Insurance provided that
 - A) the Insured is able to establish to the satisfaction of the Company that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
 - B) the Premium and terms shall be adjusted at the discretion of the Company to those which would have applied had such circumstances been disclosed
 - C) where the Insured should have notified during a preceding Period of Insurance either a Claim made against the Insured or circumstances which could give rise to a Claim and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Company shall be liable only to the extent applicable during such preceding Period of Insurance

For the purposes of this Special Benefit this Insurance shall be deemed to be a renewal of any immediately preceding Professional Indemnity policy issued by the Company under which the Insured was entitled to indemnity

- 3** The Company shall not avoid any claim on the grounds of the breach of Claims Conditions 1 or 4 of this Insurance subject to provision C) in Special Benefit 2 but where in the opinion of the Company the Insured has prejudiced the handling or settlement of any claim the amount payable in respect of such claim (including Defence Costs) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice

RENEWAL PROCEDURE

Prior to Renewal Date each year the Company may request the Insured to complete a renewal declaration form

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Company when requested prior to Renewal Date Failure to submit a renewal declaration form prior to renewal when requested or submission of an unsatisfactory declaration will cause this Insurance to be lapsed from the Renewal Date



Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.
Authorised and regulated by the Financial Services Authority.