

# Professional Indemnity for Architects and Consulting Engineers

Policy Summary

# Professional Indemnity for Architects and Consulting Engineers

## Policy Summary

This policy is an annually renewable Professional Indemnity insurance, underwritten by Intact Insurance UK Limited.

This policy provides protection in respect of civil liability for damages and claimant’s costs and expenses incurred in connection with the conduct of your Professional Business. Cover applies to claims first made against you and notified to us during the period of insurance. Our policy meets the minimum Professional Indemnity Insurance requirements of the Architects Registration Board and the Association for Consultancy and Engineering.

The information in the following tables gives a summary of the cover provided. For full terms and conditions of the cover please refer to the policy wording, a copy of which is available on request.

### Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Claims
- Financial or Trade Sanctions
- Law applicable to the Policy
- Complaints
- Compensation
- Renewal Procedure

## Table 1 Standard Features and Benefits

The following will automatically be included in your policy:

| Features & Benefits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Significant Exclusions or Limitations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| Professional Indemnity Insurance (for Architects and Consulting Engineers)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>Standard Cover</b></p> <ul style="list-style-type: none"> <li>Meets the PII minimum requirements of the Architects Registration Board and the minimum terms and conditions for members of the Association for Consultancy and Engineering under the ACE Charter of PI Standards.</li> <li>“Claims made” wording, meaning that the policy covers claims first made against you and notified to us during the Period of Insurance.</li> <li>Where you notify us during the Period of Insurance of circumstances that might reasonably be expected to produce a claim, we cover a subsequent claim arising from such circumstances as though it were made in the Period of Insurance.</li> <li>Protection is given to the Insured named in the Schedule, past and present partners (or members of LLPs), directors, consultants, employees, self-employed persons and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.</li> <li>Covers civil liability (including liability for claimant’s costs and expenses) incurred in connection with the conduct of Professional Business, including: <ul style="list-style-type: none"> <li>Breach of professional duty</li> <li>Liability for dishonest acts</li> <li>Libel and slander</li> <li>Liability for damage to documents</li> <li>Infringement of intellectual property rights</li> <li>Adjudication and arbitration awards</li> <li>Liability assumed under the standard collateral warranty agreements of the British Property Federation or the Construction Industry Council</li> <li>Other types of civil liability, such as contractual liability, unless specifically excluded.</li> </ul> </li> <li>For claims relating to Pollution, cover operates on the basis of liability in negligence.</li> </ul> | <ul style="list-style-type: none"> <li>Claims which should be insured under other types of policies, for example Employers’ Liability and Public/Products Liability, Directors’ &amp; Officers’ Liability, Cyber, Employment Practices Liability and Motor Insurance.</li> <li>Nuclear risks, war and terrorism.</li> <li>Adjudications where the adjudicator is not independent or the timetable is more onerous than in the Scheme for Construction Contracts and arbitration awards made outside the UK.</li> <li>Asbestos Risks (however some restricted cover is given subject to a limit of £250,000 in the Policy Period).</li> <li>Express guarantees/collateral warranties relating to fitness for purpose or the period of a project, or acceptance of express contractual penalties or liquidated damages, beyond your liability at common law (not applicable to the named standard warranty agreements).</li> <li>Claims made by entities in which you have a controlling interest.</li> <li>Dishonesty of a person after there is reasonable cause for suspicion.</li> <li>Fines, penalties and punitive damages.</li> <li>Claims brought in North America.</li> <li>Previous claims or circumstances.</li> <li>Environmental Audits.</li> <li>Surveys or valuations undertaken by non-qualified or inexperienced persons.</li> <li>Business risks, such as your insolvency or trading losses.</li> <li>Completion of the EWS 1 form unless declared to and agreed by us.</li> <li>Any liability assumed by you under any EWS 1 form (or as revised) which provides greater or longer lasting benefit than that given under the standard form published by Building Societies Association, RICS and UK Finance.</li> </ul> |

Table 1 Standard Features and Benefits (continued)

The following will automatically be included in your policy:

| Features & Benefits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Significant Exclusions or Limitations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| Professional Indemnity Insurance (for Architects and Consulting Engineers)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <div>Standard Cover (continued)</div> <ul style="list-style-type: none"><li>Cover extends to liability for services performed whilst holding individual appointments accepted in the course of your business.</li><li>Cover for ombudsman awards.</li><li>Defence Costs incurred with our written consent are payable in addition to the Limit of Indemnity.</li><li>Covers costs of replacing or restoring Documents lost or damaged in transit or in your custody up to a maximum of £250,000 during any Period of Insurance.</li><li>Compensation for attendance at court, mediations or other hearings in connection with a claim at the following daily rates:<div><div>any principal, partner, member or director of the Insured</div><div>£500</div><div>any Employee</div><div>£250</div><div>any other relevant party</div><div>£250</div></div></li><li>80% of costs incurred for legal representation at hearings, tribunals or proceedings into occurrences which may give rise to a claim under the policy, up to a maximum of £100,000 during the Period of Insurance.</li><li>80% of reasonable costs incurred in defence of prosecutions under any statutory regulation relating to building and construction work (including health &amp; safety legislation and The Corporate Manslaughter and Corporate Homicide Act), where proceedings may protect you against a civil liability claim, up to a maximum of £100,000 in the aggregate during the Period of Insurance.</li><li>Special benefit clause waiving our rights to avoid the policy due to a breach of the Insured's duty of fair presentation at renewal.</li><li>Access to our helplines offering advice on legal matters, health &amp; safety issues, tax and VAT concerns and also providing stress counselling.</li></ul> | <ul style="list-style-type: none"><li>Damage to Documents caused by Malware or hacking (procedures must be in place for the security and daily back-up of electronic Documents).</li><li>Any debt recovery action.</li><li>Claims where you contract to manufacture, construct, erect or install or supply materials or equipment.</li><li>Any claim or loss where the cause occurred prior to the Retroactive Date (only applicable where a Retroactive Date is specified).</li><li>Actual or alleged breach of Data Protection Law.</li><li>Infrastructure.</li></ul> |

Table 2 Conditions

The following apply to the policy as a whole. For full details of these and other exclusions and limits please read your Policy Wording/Schedule.

| Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| <ul style="list-style-type: none"><li>• The Insurer’s acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured’s business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.</li><li>• Claims or circumstances which might reasonably be expected to produce a claim must be notified to us in writing as soon as possible and no later than ten working days after expiry of the Period of Insurance.</li><li>• Adjudications must be notified within two working days. Failure to comply with this Condition will result in the claim being rejected.</li><li>• You must notify us within ten working days if you become aware that an ombudsman is reviewing a case connected with your Professional Business. Failure to comply with this Condition will result in the claim being rejected.</li><li>• Where you choose to pay your premium by instalments we reserve the right to terminate the Policy if there is a default in payments.</li></ul> |
| Insured’s Contribution and Limits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <ul style="list-style-type: none"><li>• For Civil Liability and Ombudsman Awards the Limit of Indemnity is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the Period of Insurance. Defence Costs are payable in addition.</li><li>• For claims arising from Pollution the Limit of Indemnity applies in the aggregate to all claims notified during the Period of Insurance including Defence Costs, except for negligent structural design or specification or failure to report a structural defect, where the Limit applies in respect of any one claim.</li><li>• Your policy will be subject to an Insured’s Contribution, which is the amount you must contribute towards settlement of a claim. This will be shown in your Policy Schedule. No contribution is payable for Defence Costs or Damage to Documents.</li></ul>                                                                                                                                                                                                                                |

# Other important information

## Claims

Should you wish to make a claim under your policy please call our claims helpline on 01403 232 308 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy wording.

## Law applicable to the Policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy wording.

## Financial or Trade Sanctions

Intact Insurance UK Limited is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy wording.

## Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of Intact Insurance at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response, upon which you may be eligible to refer your case to the Financial Ombudsman Service. This does not affect your right to take legal action.

| Intact Insurance                                                | Financial Ombudsman Service         |
|-----------------------------------------------------------------|-------------------------------------|
| Customer Relations Team<br>P O Box 255<br>Wymondham<br>NR18 8DP | Exchange Tower<br>London<br>E14 9SR |

## Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

## Renewal and cancellation

Shortly before each policy anniversary, we will tell you the premium and terms and conditions that will apply for the following year or we may request that you complete a renewal declaration form. If you wish to change or cancel the cover you must tell us before the renewal date.

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

Renewal will not be invited unless a satisfactory declaration is received by us when requested prior to expiry of the Period of Insurance. Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause this Policy to be lapsed from the expiry date.

If you pay by direct debit and we do not request a renewal declaration form, we will renew the policy and continue to collect payments unless you tell us, before the renewal date, that you wish to cancel the policy. If you pay by any other method, you must submit a further payment if you wish to renew the policy.



