

Professional Indemnity Insurance for Architects and Consulting Engineers

Policy

Additional Benefits

Choosing an Intact Insurance Policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues. Better still you can use any of these advice-lines completely free and there is no limit to the number of times you can call.

A Legal Assistance

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

B Health & Safety

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

C Tax Advice

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

D Stress Counselling

Stress affects most principals or business owners at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy. This service is restricted to Insured firms with up to 10 principals, Partners, Directors or Members.

The advice-line number is 0345 078 3863

Please quote reference: 72741

Advice lines are intended for business use only and are a service provided to sole practitioners, Directors, Partners and Members of the Insured. Employees do not qualify to use this service.

This page should be read in conjunction with the rest of your Policy documents.

Guidance when making a claim

Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included in the Claims Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as reasonably possible. Further guidance is contained in the policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to:

Email: profin.claims@intactinsurance.com

Tel: 01403 232 308

For your protection, telephone calls may be recorded or monitored.

This Policy is a contract between the Insured and the Insurer

This Policy the Schedule (including any issued in substitution) and any Endorsements should be read as if they are one document

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

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

The Insurer will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

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Professional Indemnity Insurance

Terms and Conditions

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

Definitions

For the purposes of Professional Indemnity Insurance

1 Agency Worker means

any person supplied as defined under the Agency Workers Regulations 2010 and The Agency Workers (Amendment) Regulations 2019

2 Asbestos means

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

3 Asbestos Containing Materials means

any material containing Asbestos or Asbestos Dust

4 Asbestos Dust means

fibres or particles of Asbestos

5 Asbestos Inspections means

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

6 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

7 Bodily Injury means

death disease illness or bodily or mental injury

8 Claim means

- A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or 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 contained in the Civil Procedure Rules

9 Computer System means

any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

10 Cyber Act means

an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer System

11 Data means

information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System

12 Data Protection Law means

any applicable data protection and privacy legislation or regulations in any country province state territory or jurisdiction which govern the use confidentiality integrity security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended updated or re-enacted from time to time)

13 Defence Costs means

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

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

14 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

15 Employee means

- A) any person including any trainee or consultant under a contract of service with the Insured or the Predecessors
- B) any Agency Worker

at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Policy

16 Endorsement means

an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule

17 Environmental Audit means

an investigation which is specifically intended to assess whether there is actual Pollution present

18 The Insured means

the Insured as named in the Schedule each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of Professional Business carried on by or on behalf of the Insured as named in the Schedule provided that each shall be subject to the terms of this Policy to the extent such terms can apply

- A) any partner director or Member or former partner director or Member of the Insured
- B) any former partner director or Member of the Predecessors
- C) any retired partner director or Member of the Insured remaining as a consultant to the Insured
- D) any Employee or former Employee
- E) any consultant or former consultant accepted by the Insurer
- F) any self-employed person
- G) any estate heirs executors and legal representatives of any of those included in A) to D) above in the event of their death incapacity insolvency or bankruptcy

19 Insured's Contribution means

the amount for which the Insured is responsible under Insurance Clause 1 (Civil Liability) of this Policy in respect of any one Claim Provided that the Insured shall not be responsible for an amount exceeding any maximum amount/s permitted by the latest requirements of any recognised Ombudsman scheme applicable at the start of the Period of Insurance

The Insured's Contribution shall not apply to Insurance Clause 2 (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

20 Insurer means

Intact Insurance UK Limited (No. 00093792) 22 Bishopsgate, London, EC2N 4BQ

21 Malware means

any malicious code software or virus designed to

- A) erase deny access to or corrupt data
- B) damage destroy or disrupt the normal functioning of any computer mobile device computer system or computer network or take partial control over its operation or
- C) circumvent any network security product or service whether involving self-replication or not

22 Member means

a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

23 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

24 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 sub-division in North America should apply

25 Policy means

collectively the Terms and Conditions of this policy wording the Schedule (including any issued in substitution) and any Endorsements attaching thereto

26 Pollution means

pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring

27 Predecessors means

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

28 Professional Business means

- A) professional services (including the giving of advice) undertaken by or on behalf of the Insured or the Predecessors in connection with the Business described in the Schedule
- B) services performed (including advice given) by the Insured or the Predecessors whilst holding an individual appointment in respect of work directly or indirectly connected with the Business described in the Schedule where
 - 1) those services are normally undertaken by Architects or Consulting Engineers or have otherwise been declared to the Insurer and
 - 2) (if a fee was charged) the fee with respect to such services or advice is taken into account in ascertaining the income disclosed to the Insurer

29 Statement of Fact means

the document setting out information provided by the Insured and their representative as being relevant to the cover that has been applied for

It also includes assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Insured as true and correct

30 Terrorism means

an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of HM Government in the United Kingdom or any government whether legally established or not

31 War Risks means

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

Insurance Clauses

1 Civil Liability

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

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

2 Defence Costs

The Insurer will in addition pay Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent in connection with any Claim under Insurance Clause 1 (Civil Liability)

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

3 Loss of or Damage to Documents

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

Provided that

- A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
 - 1) the transmission or impact of any Malware
 - 2) unauthorised access to a Computer System
- D) the Insurer shall not be liable for costs of reconstituting or recovering lost inaccessible or damaged Data owned or controlled by the Insured or any other person acting on behalf of the Insured

4 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured and at the election of the Insured any other relevant party (not including expert witnesses) to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation

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

- | | |
|--|------|
| A) Any principal partner Member or director of the Insured | £500 |
| B) Any Employee | £250 |
| C) Any other relevant party | £250 |

5 Legal Representation Costs

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

Provided that the liability of the Insurer shall not exceed £100,000 during the Period of Insurance

6 Prosecution Defence Costs

The Insurer will indemnify the Insured against any costs and expenses incurred with the prior written consent of the Insurer in the defence of any criminal proceedings first brought against the Insured and notified to the Insurer during the Period of Insurance arising out of any alleged breach of any statutory regulation relating to building or construction works (including health and safety legislation and The Corporate Manslaughter and Corporate Homicide Act 2007) provided that

- A) such alleged breach arises out of the conduct of Professional Business and
- B) the circumstances giving rise to the legal proceedings could otherwise be the subject of a Claim in relation to civil liability under this Policy and
- C) the defence of such legal proceedings would assist in the defence of any subsequent or concurrent civil liability Claim against the Insured arising from such circumstances and
- D) the liability of the Insurer shall not exceed £100,000 in the aggregate in any Period of Insurance and
- E) the Insurer shall not be liable in respect of the first £1,000 of costs and expenses incurred in respect of each prosecution

Limits of Indemnity

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

Exclusions

The Insurer shall not be liable in respect of

1 Adjudication and Arbitration

any Claim arising out of or related to any

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

2 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of Asbestos Risks However this Exclusion shall not apply to any such liability caused by a negligent act negligent error or negligent omission in the conduct of Professional Business

Provided that

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

3 Bodily Injury to Employees

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

4 Bodily Injury to Others or Damage to Property

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

5 Contractual Liability including Collateral Warranties

any Claim arising out of liability assumed by the Insured under any contractual agreement (including any Collateral Warranty or Duty of Care agreement) in respect of

- A) any warranty or agreement under which the Insured assumes a standard of care greater than the standard of reasonable skill and care normally expected in the Insured's profession
- B) any acceptance or guarantee of fitness for purpose

- C) any warranty or agreement which provides greater or longer lasting benefit than that given to the party with whom the Insured originally contracted
- D) any express guarantee contractual penalty or 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

Notwithstanding this Exclusion this Policy will indemnify the Insured in respect of Claims or Defence Costs arising out of liability assumed under the standard Warranty Agreements published by the British Property Federation the Construction Industry Council or the Scottish Building Contract Committee

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 Cyber

any Claim directly caused by directly resulting from or directly arising out of

- A) Cyber Act or
- B) any partial or total unavailability or failure of any Computer System

Provided the Computer System is owned or controlled by the Insured or any other party acting on behalf of the Insured in either case or

- C) the receipt or transmission of malware malicious code or similar by the Insured or any other party acting on behalf of the Insured

8 Data Protection Law

any Claim for actual or alleged breach of Data Protection Law by the Insured or any other party acting on behalf of the Insured

9 Debt Recovery

any debt recovery action or proceedings commenced by the Insured

10 Design and Construct

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

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

11 Directors' and Officers' Liability

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

12 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

13 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

14 External Wall Fire Review

- A) completion of the EWS 1 form (or as revised) unless specifically declared to and agreed by the Insurer
- B) any Claim arising out of liability assumed by the Insured 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

15 Fines Penalties and Punitive Damages etc.

any taxes 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

16 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

Provided this Exclusion shall not apply to project models or displays

- B) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

17 Infrastructure

any Claim directly or indirectly caused by directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided

- A) to the Insured or any other party acting on behalf of the Insured by an internet service provider telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the Insured
- B) by any utility provider but only where such failure or interruption of service impacts a Computer System owned or controlled by the Insured or any other party acting on behalf of the Insured

18 Insolvency of the Insured

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

Provided that this Exclusion shall not apply to any Claim

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

19 Insured's Contribution

the Insured's Contribution

20 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

21 Nuclear

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

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

22 Pollution

any Claim arising directly or indirectly from Pollution However this Exclusion shall not apply to any such Claim caused by a negligent act negligent error or negligent omission in the conduct of Professional Business

Provided that

- A) No indemnity shall be granted in respect of any such Claim directly or indirectly resulting from Environmental Audits carried out by the Insured
- B) Except as provided in C) below the liability of the Insurer for negligence of the Insured and Defence Costs arising out of all such Claims notified during the Period of Insurance shall be the amount stated as the Limit of Indemnity in the Schedule but shall apply in the aggregate and not any one Claim
- C) Where such Claim arises from the Insured's negligent structural design or specification or failure to report a structural defect in a property and relates solely to the cost of re-designing re-specifying remedying or rectifying the defective structure then the liability of the Company in respect of any one Claim shall not exceed the Limit of Indemnity

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

23 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 Policy
 - 2) known to the Insured or which should have been known to the Insured at the inception of this Policy which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

24 Surveys or Valuations (qualifications and experience)

any Claim arising as a result of any survey or valuation unless it was undertaken by

- 1) a Fellow or Professional member or Technical Member or an Associate Member of the Royal Institution of Chartered Surveyors (RICS) or
- 2) a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA) or
- 3) a Fellow or Associate of the Architects and Surveyors Institute (ASI) or
- 4) a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS) or
- 5) a Fellow or Associate of the Royal Institute of British Architects (RIBA) or
- 6) a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS) or
- 7) a person registered as an architect with the Architects Registration Board or
- 8) a RICS Registered Valuer in accordance with the RICS Valuation Standards
- 9) a person with not less than five years' experience of such work or
- 10) any other person delegated by the Insured to execute such work subject to
 - a) the work being supervised by a person in any of categories 1) to 9) above or
 - b) prior written agreement having been obtained from the Insurer

25 Retroactive Date

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

26 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

27 Transportation or Property

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

28 War and Terrorism

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

General Conditions

1 Other Insurance

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

2 Choice of Law

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

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

3 Rights of Third Parties

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

4 Cancellation of the Insured's Fixed Sum Loan Agreement

Where the Insurer has agreed to the Insured paying their premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule the Insurer reserves the right to terminate the Policy and the Insured will no longer be insured by the Insurer The Insurer may also take further action to pursue any outstanding debt

If the Insured's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 then this shall be deemed to be a linked loan agreement In the event that there is a default in the instalments due under the payment schedule the Insurer reserve the right to also terminate that linked loan agreement

5 Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to

- A) Any prohibition or restriction under United Nations resolutions
- B) Any prohibition or restriction under the trade and/or economic sanctions laws and or regulations of the Country of policy issuance the United Kingdom the European Union the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties and
- C) Any licence requirement and or regulations in respect of transit and or export control under those laws and or regulations unless such licence or regulatory approval has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity concerned

6 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

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

Claims Conditions

1 Claims Notification

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

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

2 Notification of Adjudications

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

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

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

3 Notification of Reviews by an Ombudsman

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

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

4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer

5 Conduct of Claims

The Insured shall give all such assistance as the Insurer may require The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim The Insurer shall not exercise rights of recovery against any Employee unless the Claim has been brought about or contributed to by the dishonest fraudulent criminal or malicious act or omission of such Employee

6 King's Counsel Clause

The Insured shall not be required to contest any legal proceedings unless a King's Counsel (or by mutual agreement between the Insured and the Insurer 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 Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid or which the Insurer is liable to pay in relation to such Claim as damages or claimant's costs and expenses) or any less amount for which such Claim can be settled and thereupon the Insurer shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence Costs for which the Insurer may be responsible under this Policy in respect of matters prior to the date of such payment

8 Dishonesty or Fraud

In respect of any claim made in accordance with this Policy arising out of any dishonest or fraudulent act or omission on the part of any current partner Member principal or director of the Insured or any Employee

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

Special Benefits

- 1 Where this Policy is a renewal of an immediately preceding Professional Indemnity insurance issued by the Insurer the Insurer will not avoid this Policy due to a breach of the Insured's duty of fair presentation provided that
 - A) such failure of the Insured's duty of fair presentation was neither deliberate or reckless
 - B) the Insurer may impose such terms and conditions as the Insurer would have imposed in the absence of such breach
 - C) where the Insured's breach of the duty of fair presentation was the failure to notify any circumstance known to the Insured or which should have been known to the Insured prior to the Period of Insurance which might reasonably be expected to produce a Claim Exclusion 23 A 2) (Previous Claims or Circumstances) shall not apply provided that
 - i) the Insured's failure to notify such circumstance was neither deliberate or reckless and
 - ii) if the indemnity or cover to which the Insured would have been entitled under any applicable preceding insurance was in any way more restrictive than that provided at the date of notification to the Insurer then indemnity or cover will be restricted to that applicable under such preceding insurance
- 2 If the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) of this Policy then the Insurer shall not deny any claim but shall first apply provision C) in Special Benefit 1 (to the extent applicable) and then where such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as would have been payable by the Insurer in relation to that claim in the absence of such prejudice

Renewal and cancellation

Shortly before each Policy anniversary the Insurer will tell the Insured the premium and terms and conditions that will apply for the following year or the Insurer may request the Insured to complete a renewal declaration form. If the Insured want to change or cancel the cover they must tell the Insurer 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 the Insured.

Renewal will not be invited unless a satisfactory declaration is received by the Insurer 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 the Policy to be lapsed from the expiry date.

If the Insured pays by direct debit and the Insurer does not request a renewal declaration form the Insurer will renew the policy and continue to collect payments unless told before the renewal date that the Policy is to cancel. If the Insured pays by any other method they must submit a further payment if they wish to renew the Policy.

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

At Intact Insurance we are committed to going the extra mile for our customers. 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.

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims number on the Claim Notification page of this policy wording.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post:
Intact Insurance
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP
Email: customerrelations@intactinsurance.co.uk

If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 0234567 (free from mobile phones and landlines)
0300 1239123 (costs no more than calls to 01 or 02 numbers)

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

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

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 Financial Services Compensation Scheme website at www.fscs.org.uk.

Your Personal Information

Data privacy is important to Us and We are committed to ensuring that personal data is protected. Our Privacy Notice details how we collect, use, share, and protect personal data. This can be found by going to Our website. www.intactinsurance.co.uk/privacy-notice/.

If You would like a printed copy of the full notice (a large text version is available), please contact Us. Please be aware that telephone calls may be monitored for training and monitoring purposes.

We obtain Your personal data and that of any joint policyholders or other parties who may be covered by Your Policy from You or those individuals themselves, Your insurance broker if You have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- manage Your application, quotation and/or Policy;
- process claims;
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet Our legal and regulatory requirements.

We will always keep personal data confidential, however it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, we may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist Us in the administration of Your application, quotation and/or policy or help Us to process any claims; and
- government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil Our legal, commercial, and regulatory obligations.

We will retain Your personal data (and that of any joint policyholders. or other parties who may be covered) for as long as we have a business relationship with You. Once this relationship has ended (for example, Your Policy has expired, Your application is declined or You do not proceed with a quotation) We will only retain such personal data for as long as is necessary to satisfy our legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also gives You various rights over Your personal data. More details of these rights can be found in Our Privacy Notice.

You may request a copy of Your personal data from us by writing to:

The Data Protection Officer
Intact Insurance
PO Box 255
Wymondham
NR18 8DP

