

Professional Indemnity for Design and Construct Professionals

Policy Summary

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

This policy provides protection in respect of liability at law for damages and claimant's costs and expenses incurred in connection with the conduct of your Professional Activities and Duties. Cover applies to claims first made against you and notified to us during the period of insurance.

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

Table 1 Standard Features and Benefits

The following will automatically be included in your policy depending on the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations
Professional Indemnity Insurance (for Design and Construct Professionals)	
Standard Cover: • “Claims made” wording, meaning that the policy covers claims first made against you and notified to us during the Period of Insurance. • Protection is given to the Insured named in the Schedule, past and present partners (or members of LLPs), directors, consultants, employees, self-employed persons (or their legal representatives in the event of death, incapacity, insolvency or bankruptcy). • 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. • Covers your liability at law for damages and claimants costs incurred in connection with the conduct of Professional Activities and Duties for: – negligence – breach of confidentiality – infringement of intellectual property rights – liability for dishonest acts of any employee or agent – libel and slander – liability for damage to documents – joint ventures and includes cover for adjudication and arbitration awards. • Professional Activities and Duties are defined as the performance by you or on your behalf of any professional – design or specification – supervision of construction – feasibility study, including work in relation to applications for planning consent – technical information calculation – surveying – services undertaken in the principal designer role under the Construction (Design and Management) Regulations 2015. in connection with the business undertaken only by or under the direction and direct control of a qualified architect engineer surveyor quantity surveyor or other person having other relevant professional qualifications appropriate to the work undertaken or having a minimum level of experience of five years in undertaking such work. Where Professional Activities and Duties are undertaken by specialist designers consultants or sub-contractors appointed by you and acting on your behalf, you must ensure such specialists have relevant qualifications and experience and have their own professional indemnity cover in place to at least the same level. • Covers the costs of your actions necessary to mitigate a loss which would otherwise be the subject of a claim under the policy, provided the costs are incurred with our prior written consent. • Covers liability assumed under the standard collateral warranty agreements of the British Property Federation or the Construction Industry Council. • Covers Defence Costs incurred with our written consent.	• Claims which should be insured under other types of policies, such as Employers’ Liability and Public/Products Liability, Directors’ & Officers’ Liability, Cyber, Employment Practices Liability and Motor Insurance. • Asbestos toxic mould and nuclear risks, pollution, war and terrorism. • 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. • Defective workmanship. • Estimates of construction costs if you undertake these in your capacity as a building or engineering contractor. • External Wall Fire Review work- EWS1 work unless declared and agreed by Insurer and 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. • Express guarantees/collateral warranties relating to fitness for purpose, the period of a project or acceptance of express contractual penalties or liquidated damages, which exceed your liability in the absence of such agreements (not applicable to the named standard warranty agreements). • Supply of goods or manufactured products and any claims from suppliers in respect of goods or services. • Claims made by entities in which you have a controlling interest or which have a controlling interest in you. • Effecting or maintenance of insurance and provision of finance or financial advice. • Dishonesty of a person after there is reasonable cause for suspicion. • Fines, penalties and punitive damages. • Claims brought in North America. • Previous claims or circumstances. • Professional Activities and Duties undertaken by non-qualified or inexperienced persons. • Business risks, such as your insolvency or trading losses. • Damage to Documents caused by Malware or hacking (procedures must be in place for the security and daily back-up of electronic Documents). • Any claim or loss where the cause occurred prior to the Retroactive Date (only applicable where a Retroactive Date is specified). • Actual or alleged breach of Data Protection Law. • Infrastructure.

Table 1 Standard Features and Benefits (continued)

The following will automatically be included in your policy depending on the cover you have selected:

Features and Benefits	Significant Exclusions or Limitations
Professional Indemnity Insurance (for Design and Construct Professionals)	
Standard Cover: - Costs of replacing or restoring Documents lost or damaged in transit or in your custody occurring in the conduct of the Professional Activities and Duties up to a maximum of £250,000 during the Period of Insurance. 80% of costs incurred for legal representation at ‘properly constituted’ at hearings, tribunals or proceedings in respect of occurrences which may give rise to a claim under the policy, up to a maximum of £100,000 during the Period of Insurance. 80% of costs incurred in defence of criminal proceedings arising from breach of any statutory regulation relating to building and construction work (including health & safety legislation and The Corporate Manslaughter and Corporate Homicide Act) which may subsequently give rise to a claim under the policy, up to a maximum of £100,000 in the aggregate during the Period of Insurance. - Compensation for attendance at court, mediations or other hearings in connection with a claim at the following daily rates: A) Any principal, partner member or director B) Any Employee C) Any other relevant party £500 £250 £250 - Access to our helplines offering advice on legal matters, health & safety issues, tax and VAT concerns and also providing stress counselling.	

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.

General and Claims Conditions
- 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. - 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. - Where you choose to pay your premium by instalments we reserve the right to terminate the Policy if there is a default in payments. - Adjudications must be notified within two working days. Failure to comply with this Condition will result in the claim being rejected.
Insured’s Contribution and Limits
- For liability at law and for mitigation of losses, the Limit of Indemnity is specified in the Schedule. It applies in the aggregate in the Period of Insurance and is inclusive of Defence Costs. - Your policy will be subject to an Insured’s Contribution, which is the amount you must contribute towards settlement of a claim (including Defence Costs). This will be shown in your Policy Schedule. No contribution is payable for Damage to Documents.

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 P O Box 255 Wymondham NR18 8DP	Exchange Tower London 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 the 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.

