

Professional Indemnity for Architects and Engineers

Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

	Page
Contact details for claims and help	4
Complaints Procedure	5
Important Information	6
The Contract of Insurance	6
Policy Definitions	7
Cover	9
Exceptions	11
Additional Cover	13
Claims Conditions	14
General Conditions	15
Special Conditions	16
Cancellation Condition	17

Contact details for claims and help

Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

Claims Service

Telephone: 0845 302 8408

Fax: 0845 302 8409

E-Mail: prclms@aviva.co.uk

Postal Address:

Professional Indemnity Claims
Corporate & Speciality Risk
Aviva
Dixon House, 3rd Floor
1 Lloyd's Avenue
London EC3N 3DH

Legal and Tax Helpline

0845 300 1899

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

Risk Solutions Helpline

0845 366 6666

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

Counselling Service Helpline

0117 934 0105

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

Website

www.cutredtape.co.uk

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- discounts on Legal Services
- email alerts on changes in law, legislation and regulation.

To register, please visit www.cutredtape.co.uk and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

Complaints Procedure

Our promise of service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain

We will acknowledge your complaint promptly.

We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser or usual Aviva point of contact by writing to Aviva Insurance, Professional Indemnity, Pitheavlis, Perth PH2 0NH and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone:

0800 023 4567 (free from landlines) or

0300 123 9123 (free from most mobile phones)

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

Important Information

Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

- (1) The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives or
- (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London
EC3A 7QU.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

The Contract of Insurance

The policy, the information You have provided and/or the application form, the declaration made by You and the Schedule should be read together and form the contract of insurance between You, The Policyholder and Us, Aviva.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You to the extent of and subject to the terms contained in or endorsed on the policy.

Important

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant, please ask Your insurance adviser or local Aviva office or contact Aviva Insurance, Professional Indemnity, Pitheavlis, Perth PH2 0NH. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.



Aviva Insurance Limited.

Registered in Scotland No 2116.

Registered Office Pitheavlis Perth Scotland PH2 0NH.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Professional Indemnity for Architects and Engineers

Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. In this policy the singular includes the plural and vice versa. A defined word or phrase will start with a capital letter each time it appears in the policy, except for headings and titles.

Approved Person

- (1) A Fellow or Professional Member, a Technical Member or an Associate Member of the Royal Institution of Chartered Surveyors (RICS).
- (2) A Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA).
- (3) A Fellow or Associate of the Architects and Surveyors Institute (ASI).
- (4) A Fellow or Associate of the Faculty of Architects and Surveyors (FFAS).
- (5) A Fellow or Associate of the Royal Institute of British Architects (RIBA).
- (6) A Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS).
- (7) Any person who has at least 5 years experience of such work.
- (8) Any other person delegated by You to execute work subject always to
 - (a) supervision to be provided by a person qualified in accordance with (1) to (7) above
 - (b) agreement in writing having been obtained from Us prior to cover being granted.
- (9) (for the purposes of preparing an energy performance certificate only) an energy assessor accredited by any organisation approved by the Department for Communities and Local Government to provide such accreditation.
- (10) (for the purposes of preparing a home condition report only) anyone who has a Diploma in Home Inspection from the Award Body of the Built Environment.

Asbestos Survey

Any management survey or refurbishment or demolition survey as described in HSG264 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.

Bodily Injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Business

- (1) The provision of professional advice or professional services by You which are directly connected to the activities stated in the Schedule.
- (2) Any individual personal appointment held by You but only in respect of professional advice or professional services shown in (1) above.

Claim

- Demand made against You consisting of or arising from any
- (1) demand, whether oral or in writing, for damages or compensation
 - (2) notice of intention, whether oral or in writing, to commence legal proceedings
 - (3) communication invoking any pre action protocols
 - (4) notification of arbitration, ombudsman or adjudication proceedings.

Collateral Warranty or Duty of Care Agreement

Any contractual or other agreement entered into by You which acknowledges or accepts that You owe a duty of care to, or are or may be responsible for, the losses of any party other than Your direct client to whom You are contracted to provide services.

Computer system	<p>Any</p> <ol style="list-style-type: none"> (1) computer, data processing equipment, media or part thereof (2) electronic system of data storage and retrieval, or electronic communications system, network, protocol or part thereof (3) electronic storage device, microchip integrated circuit, real time clock system or similar device (4) computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode (5) electronic documents utilised in the ownership, security and management of Your electronic communication system, worldwide web site, internet site, intranet site, extranet site, or web address.
Documents	<p>Any</p> <ol style="list-style-type: none"> (1) project models or displays (2) deeds, wills or agreements (3) maps, plans, records, photographs, negatives, calculations or drawings (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever (5) computer software, files, documents and systems records, digitised data, information recorded or stored in a format for use with a computer <p>which are Your property, are under Your custody or control, or for which You are responsible. This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.</p>
Employee	<ol style="list-style-type: none"> (1) Any person who is or has been under a contract of service or apprenticeship with You. (2) Any person who is or has been <ol style="list-style-type: none"> (a) self employed (b) a voluntary helper (c) engaged under a work experience or training scheme (d) seasonal or temporary personnel (e) agency staff while working under Your control in connection with the Business.
Environmental Audit	An investigation specifically intended to assess whether or not there is Pollution present.
Excess	<p>The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in the Schedule.</p> <p>The Excess does not apply to Other Costs or the Additional Cover section.</p>
Joint Venture	Any limited liability company, limited liability partnership, partnership or other contractual arrangement formed by a Named Policyholder with others to engage in a joint business enterprise for profit under the terms of a legally binding joint venture agreement.
Limit of Indemnity	<p>In respect of any Claim arising directly or indirectly from Pollution</p> <ul style="list-style-type: none"> ▪ the maximum amount stated in the Schedule We will pay in respect of any one Claim and in total for all Claims (including claimant's costs and Other Costs) first made during any one Period of Insurance. <p>In respect of all other Claims</p> <ul style="list-style-type: none"> ▪ the maximum amount, stated in the Schedule, which We will pay in respect of any one Claim or loss or series of Claims or losses arising directly or indirectly from any one source or originating cause. <p>All Claims or loss arising from any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.</p>
Other Costs	All costs and expenses incurred in the investigation, defence or settlement of any Claim or loss in so far as those costs and expenses have been incurred with Our written consent.

Period of Insurance	From the effective date until the expiry date shown in the Schedule.
Pollution	Any 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. This definition does not include pollution or contamination by asbestos.
Proposal	Any signed proposal form, renewal declaration, statement of fact or any additional information supplied to Us by You or on Your behalf.
Schedule	The document which specifies Your details and details of the Business, Excess, Limit of Indemnity, Period of Insurance, other limits and any endorsements applying to this policy.
Terrorism	Any act or acts including but not limited to <ul style="list-style-type: none"> (1) the use or threat of force and/or violence and/or (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.
We / Us / Our / Aviva	Aviva Insurance Limited.
You / Your / The Policyholder / The Insured	<ul style="list-style-type: none"> (1) Any individual, partnership, limited liability partnership, company or limited company named in the Schedule (hereinafter referred to as a 'Named Policyholder') or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us. (2) Any person named in the Proposal as consultant or former consultant of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above. (3) Any person who is or has been or who becomes a director, partner, member, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above. (4) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1), (2) or (3) above in the event of their death, incapacity, insolvency or bankruptcy.
Cover	<ul style="list-style-type: none"> (1) We will indemnify You in respect of any Claim (including Other Costs associated with such Claim) arising out of the conduct of Your Business, first made against You during the Period of Insurance and notified to Us in accordance with the Claims Conditions, for <ul style="list-style-type: none"> (a) any civil liability including claimant's costs and expenses (b) any decision by an independent adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction and Regeneration. We will not provide indemnity under this clause for any case which has not been accepted for formal review in accordance with the defined terms of reference contained in the Housing Grants Construction and Regeneration Act 1996 We will not provide indemnity unless such award arose from a Claim or complaint made against You which would otherwise have fallen to be dealt with under the terms of this policy, notwithstanding its referral to the adjudicator. (c) costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss that would otherwise be the subject of a Claim under this policy provided that <ul style="list-style-type: none"> (i) We give prior written consent to You incurring such costs and expenses and (ii) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim

(d) any loss of or damage to Documents.

We will not provide indemnity under this policy in respect of any Claim

- (i) related to, in consequence of, contributed to or aggravated by, asbestos other than as specifically stated in clause (2) below
- (ii) arising directly or indirectly from Pollution other than as specifically stated in clause (3) below.

In respect of any Claim or loss We will not provide indemnity to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.

- (2) We will indemnify You in respect of any Claim (including Other Costs associated with such Claim) arising directly or indirectly from asbestos first made against You during the Period of Insurance and notified to Us in accordance with the Claims Conditions arising solely from a negligent act, negligent error or negligent omission committed by You in the conduct of Your Business.

We will not provide indemnity in respect of any Claim arising directly or indirectly

- (i) from any Asbestos Survey carried out by You
- (ii) out of or in any way involving Bodily Injury or fear of Bodily Injury related to, in consequence of, contributed to or aggravated by asbestos.

Our total liability under this clause (2), which is part of and not in addition to the Limit of Indemnity, in respect of any one Claim and in total for all Claims (including claimant's costs and expenses and Other Costs) is £250,000 during any one Period of Insurance.

- (3) We will indemnify You in respect of any Claim (including Other Costs associated with such Claim) arising directly or indirectly from Pollution first made against You during the Period of Insurance and notified to Us in accordance with the Claims Conditions arising solely from a negligent act, negligent error or negligent omission committed by You in the conduct of Your Business.

We will not provide indemnity in respect of any Claim arising directly or indirectly from any Environmental Audit.

- (4) We will indemnify You in respect of any Claim (including Other Costs associated with such Claim) arising out of the conduct of the business of a Joint Venture, first made against You during the Period of Insurance and notified to Us in accordance with the Claims Conditions, for any civil liability including liability for claimant's costs and expenses attaching to You and arising from Your participation in any Joint Venture from any negligent act, negligent error or negligent omission committed by You.

Provided that

- (a) all fees/turnover from such Joint Venture have been declared to and accepted by Us
- (b) this extension only applies to You and
 - (i) no other participant in the Joint Venture or any other parties have any rights to indemnity under this policy
 - (ii) We have no liability to pay any contribution to any insurer of any other participant in the Joint Venture.

In respect of any Claim or loss, We will not provide indemnity to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.

Our total liability under this Cover clause shall not exceed the Limit of Indemnity and Other Costs.

If the amount paid to dispose of a Claim or loss exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim or loss.

We shall not be liable for the Excess or any lesser amount for which a Claim or loss may be settled.

Exceptions

We will not provide indemnity in respect of

- (1) any Claim or loss arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
 - (2) any Claim or loss arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You
 - (b) any other Bodily Injury or loss of or damage to property unless arising from an alleged breach of professional duty in the conduct of Your Business.
 - (3) any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
 - (4) any Claim brought by any entity
 - (a) in which You exercise a controlling interest
 - (b) which exercises a controlling interest over Your Business by virtue of having a financial or executive interest in Youunless such Claim arises from or is caused by a claim made against such entity by an independent third party.
 - (5) any Claim made against You solely in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of Your Business.
 - (6) any Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
 - (7) any Claim or loss arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
 - (8) any Claim or loss arising directly or indirectly from or caused by
 - (a) the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land, or
 - (b) that part of any building leased, occupied or rented by You, or
 - (c) any other property (mobile or immobile) belonging to You.
 - (9) any Claim or loss arising from any dishonest or fraudulent act or omission
 - (a) committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission
 - (b) unless Your annual accounts have been prepared or certified by an independent and properly qualified accountant or auditor.
 - (10) any Claim or loss arising from any defamation unless You can show that it was committed by You in good faith.
 - (11) any Claim arising out of liability assumed by You under any contractual agreement, Collateral Warranty or Duty of Care Agreement
 - (a) where You assume a standard of care greater than that reasonably expected of Your profession, or
 - (b) by which You warranted or guaranteed a particular outcome, or
 - (c) by which You agreed to pay a contractual penalty or liquidated damages in the event of breach, or
 - (d) which provides greater benefit or longer lasting benefit than that given to the party with whom You originally contractedunless such liability would have attached to You in the absence of the features listed above.

For the avoidance of doubt this exception does not apply

 - (i) to liabilities assumed by You because of, and to the extent required by, any applicable professional design standard such as the Eurocodes or British Standards series or
 - (ii) simply because any such agreement may have been executed as a deed rather than by hand.
-

Exceptions
(continued)

- (12) any liability arising from the supply of any goods by You or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by You.
This exception shall not apply to project models or displays.
- (13) any Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- (14) any Claim arising directly or indirectly from or caused by Your insolvency or bankruptcy.
This exception shall not apply to any Claim
- (a) in respect of monies held on behalf of third parties
 - or
 - (b) that otherwise would be indemnified by this policy but for Your insolvency or bankruptcy.
- (15) any Claim arising directly or indirectly from or caused by any survey or valuation
- (a) carried out prior to 30th April 2011 unless it was undertaken by an Approved Person
 - (b) carried out after 30th April 2011 unless it was undertaken by
 - (i) or supervised by, a RICS Registered Valuer in accordance with RICS Valuation Standards PS 1
 - or
 - (ii) where the RICS Valuation Standards do not apply, an Approved Person.
- (16) any Claim or loss arising from the financial return of any investment or the depreciation or loss of investments when such financial return, depreciation or loss is as a result of normal or abnormal fluctuations in any financial, stock, commodity or other markets, which are outside Your influence or control.
This exception does not apply to Your Business in connection with the survey or valuation of any tangible property.
- (17) any Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any Retroactive Date stated on the Schedule.
- (18) any Claim where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.
- (19) any Claim or circumstance that might give rise to a Claim which
- (a) has been notified under any other insurance attaching prior to the inception of this policy
 - (b) save where the Special Conditions apply, You were or should, after reasonable enquiry, have been aware of prior to the inception of this policy.
- (20) any Claim
- (a) instituted or pursued in the United States of America, its territories and possessions and/or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
 - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply
 - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (21) any Claim arising directly or indirectly from or caused by the transmission or receipt of any computer virus or any other computer program or code designed to produce unexpected, unauthorised or undesirable effects or operations.
- (22) any 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.
-

Exceptions

(continued)

(23) any Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

(a) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power

(b) Terrorism

(c) any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above.

In any action, suit or other proceedings, where We allege that any Claim or loss falls within (a) and/or (b) above, regardless of any other contributory cause or event, We shall not be required to prove the operation of the relevant exception. The burden of proving that the relevant exception does not apply shall be upon You.

Additional Cover

(1) Legal Costs

We will pay on Your behalf any reasonable costs and expenses incurred with Our prior written consent in dealing with an investigation and the defence of any proceedings first brought against You and notified to Us during the Period of Insurance under

(a) Property Misdescriptions Act 1991, and/or

(b) Estate Agents Act 1979, and/or

(c) The Health and Safety at Work etc Act 1974, and/or

(d) The Health and Safety at Work (Northern Ireland) Order 1978, and/or

(e) The Construction (Design and Management) Regulations 2007, and/or

(f) The Corporate Manslaughter and Corporate Homicide Act 2007, and/or

(g) The Bribery Act 2010, and/or

(h) The Data Protection Act 1998, and/or

(i) similar or successor legislation to that detailed in (a) to (h) above.

Our total liability under this clause shall not exceed £150,000 in any one Period of Insurance

We will not provide indemnity

(i) unless We believe that defending such proceedings could protect You against any concurrent or subsequent Claim arising from the Business and in respect of which We may be obliged to provide an indemnity under the terms of this policy

(ii) in respect of any criminal penalties or fines.

(2) Payment for Court Attendance

We will compensate You, if We require You to attend court as a witness in connection with a Claim for which You are entitled to indemnity under this policy.

Our total liability under this clause shall not exceed £500 per person per day subject to a maximum of £15,000 in any one Period of Insurance.

(3) Representation Costs

We will pay on Your behalf any reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

(a) such costs and expenses are incurred with Our prior written consent
and

(b) the subject of the hearing, tribunal or proceedings relates to a circumstance first notified to Us during the Period of Insurance which may become a Claim and in respect of which We may be obliged to provide an indemnity under the terms of this policy.

Our total liability under this clause shall not exceed £15,000 in any one Period of Insurance.

If in relation to any Claim or loss You fail to fulfil or observe the requirements imposed upon You by any of these Claims Conditions You will lose Your right to indemnity or payment for that Claim or loss.

- (1) You shall give written notice to Us as soon as practicable if, during the Period of Insurance and regardless of any Excess, You
 - (a) receive any Claim, or
 - (b) receive any notice of intention to make a Claim, or
 - (c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, member or Employee of Yours, whether giving rise to a Claim or not.

In the event that it is not possible to give Us such notice before the end of the Period of Insurance then You must do so not later than 10 days after the end of the Period of Insurance.

- (2) It is a condition precedent to Our liability that if You become aware of any circumstance that might give rise to a Claim or loss, You shall give written notice to Us of such circumstances as soon as practicable and in any event not later than the last day of the Period of Insurance. Any Claim or loss subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstances was first received by Us.

All written notices should be sent to

Professional Indemnity Claims
Corporate & Speciality Risk
Aviva
Dixon House, 3rd Floor
1 Lloyd's Avenue
London EC3N 3DH
Telephone: 0845 302 8408
Fax: 0845 302 8409
E-Mail: prclms@aviva.co.uk

- (3) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.
- (4) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss, We will be entitled, at Our own expense at any time, to take over and conduct in Your name (but at Our sole discretion) the defence or settlement of any such Claim or loss provided always that, if there is any dispute between You and Us as to whether a Claim should be defended, We cannot require You to continue to defend a Claim unless a Queen's Counsel (whose identity is agreed with Us) advises that the Claim should be defended.

If We do take over and conduct the defence or settlement of any such Claim or loss You shall give Us (and any consultants, agents or advisers who may be appointed by Us) all such information and assistance as We may reasonably require and that is in Your power to provide.

Without prejudice to the generality of the above, Your duty to assist Us includes

- (a) providing all such information, documents (including access to those held in computerised or electronic format), assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
 - (b) ensuring that all documents and records that might be relevant or otherwise required by Us are preserved (and, in the case of documents or records that are computerised or otherwise held electronically, ensuring that they are retained in a readily-retrievable form)
 - (c) allowing Us to present the best possible defence of a Claim within the time constraints available
 - (d) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss
 - (e) ensuring the payment, on demand, of the Excess, in conjunction with the terms of any settlement agreed by Us.
- (5) Notwithstanding Claims Conditions (1) or (2) above, in respect of any Claim that may be subject to adjudication under the Housing Grants Construction and Regeneration Act 1996, We will not provide indemnity unless You notify Us within 72 hours of
 - (a) receipt of any notice of adjudication served on You
 - (b) any notice of adjudication being served by You
 - (c) You becoming aware of any circumstance which may give rise to a notice of adjudication being served on, or by, You.

- (1) In connection with any Claim, We may at any time pay You the amount of 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 lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this policy.
- (2) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one Insured is named in the Schedule, the total amount We will pay will not exceed the amount We would be liable to pay to any one of You.
- (3) If any payment is made by Us to You under the terms of this policy, You grant to Us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.
- (4) If You make any claim for indemnity under this policy knowing the same to be false or fraudulent as regards to the amount or otherwise, this policy shall become void and You shall forfeit all benefit hereunder.
- (5) A person or company 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.
- (6) This policy, its endorsements and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy, endorsements or the Schedule shall bear the same meaning wherever it may appear unless the contrary is indicated.

In the event that there is any conflict between the terms of this policy and the Schedule, the terms of the Schedule shall prevail.
- (7) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, consultant or Employee of Yours
 - (a) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person or from their estates or legal or personal representatives
 - (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or any monies of such persons held by You shall be deducted from any amount payable under this policy
 - (c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission
 - (d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- (8) You shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.
- (9) You must pay the premium and any relevant taxes when due. Failure to do so will entitle Us to cancel the policy in accordance with the Cancellation Condition. If the premium has not been paid on the due date, whether or not We elect to cancel the policy, We will not be liable to indemnify You in respect of any Claims made or pay any losses occurring prior to the date on which the premium is received.
- (10) We will automatically extend this policy to indemnify any entity acquired by You during the Period of Insurance provided that
 - (a) In the 12 month period immediately preceding such acquisition, the revenue of the entity did not exceed 10% of Your annual revenue
 - (b) In the five year period immediately preceding the acquisition, the entity has had no claims or losses in excess of £25,000 in the aggregate and is not aware of any circumstance which may give rise to a claim
 - (c) You have undertaken due diligence prior to the acquisition and are not aware of any potential liability which could result in a Claim under this policy
 - (d) The entity is domiciled in and provides all of its services within the United Kingdom
 - (e) The services performed by the acquired entity are similar to those provided by You.

General Conditions
(continued)

Any acquisition which does not meet provisos (a) – (e) above will be automatically indemnified by this policy for a period of 30 days following the acquisition or (if earlier) until the expiry of the Period of Insurance for acts committed after the date of acquisition. We are under no obligation to extend cover to the entity beyond that date. We may provide Our written consent to extend cover subject to You complying with any additional terms, conditions, endorsements and paying any additional premium which We, at Our sole discretion, deem appropriate.

If We decide not to extend cover, or Our amended terms, conditions or additional premium are not acceptable to You, We may cancel this policy.

Special Condition

Where We are entitled, because of any misrepresentation or any failure to provide full disclosure, to avoid this insurance from inception or from the time of any variation in cover (including at renewal) We may, at Our discretion, maintain this insurance in full force on the following basis

- (1) in the event that, had You not made any misrepresentation and/or had You provided full disclosure of all material facts and information prior to inception, variation or renewal of this policy, We would have charged a higher premium for this insurance than was in fact charged, then the indemnity provided in respect of each Claim (including Other Costs) shall be proportionately reduced to an amount that equals the proportion that the premium paid bears to the premium that We would reasonably have charged in the absence of any such misrepresentation or failure to disclose material facts or information
and
- (2) where You should have notified, during a preceding period of insurance, either a Claim or circumstance which could give rise to a Claim and the indemnity or cover to which You would have been entitled was in any way more restricted than that provided at the date of notification, We shall be liable only to the extent applicable during such preceding period of insurance
and
- (3) in the event that, had You not made any misrepresentation and/or had You provided full disclosure of all material facts and information prior to inception, variation or renewal of this policy, We would have imposed additional terms, conditions, exclusions or endorsements (other than those relating to the premium) on this policy, then
 - (i) the policy shall be treated as if it had contained such additional terms, conditions, exclusions or endorsements as from the date of inception, variation or renewal of the policy (as the case may be)
and
 - (ii) the indemnity provided in respect of any Claim and Other Costs shall be subject to the application of and/or Your compliance with any such additional terms, conditions, exclusions or endorsements.

For the purposes of this Special Condition

- (a) in any case where sub-clause (2) applies then any reduction in the indemnity provided by Us in accordance with sub-clause (1) shall be calculated after first taking into account any restriction(s) in the indemnity or cover brought into effect as a result of sub-clause (2)
and
 - (b) We shall pay all Other Costs in full as they are incurred but shall be entitled to deduct from any payment made by Us in respect of any Claim or loss an amount equal to that proportion of the Other Costs incurred that You are liable to pay in accordance with this Special Condition
and
 - (c) for the purposes of sub-clause (2) above, if We were not the Insurer for the policy period during which the Claim or circumstance ought to have been notified then, unless You provide Us with a copy of the insurance policy that applied during the relevant period, the comparison will be with the standard form of professional indemnity policy that would have been issued by Us, had We been Your insurer, as at the beginning of the relevant policy period.
-

Cancellation Condition

- (1) You may cancel this policy at any relevant time after the date We have received the premium, by providing 30 days' notice in writing to Us.
- (2) We may cancel this policy, by providing notice in writing to You at your last known address, if
 - (a) the premium is payable in one lump sum and has not been paid. In such case, Your policy will be void from the inception date
 - or
 - (b) the premium is payable in instalments and there is a default under any relevant instalment agreement. In such case, Your policy will end with effect from the beginning of the period in respect of which the instalment has not been paid.

If Your policy is cancelled under (1) above, at Our discretion, We may refund a proportionate part of the premium for the unexpired period provided that there have been no

- (a) Claims under the policy for which We have made a payment
- (b) Claims under the policy which are still under consideration
- (c) circumstances which might give rise to a Claim reported to Us or which have yet to be reported to Us

during the current Period of Insurance.

- (3) We may also cancel this policy at any time by sending not less than 30 days' notice in writing to Your last known address.

If Your policy is cancelled under (3), at Our discretion, We may refund a proportionate part of the premium for the unexpired period provided that there have been no

- (a) Claims made under the policy for which We have made a payment
- (b) Claims made under the policy which are still under consideration
- (c) circumstances which might give rise to a Claim reported to Us or which have yet to be reported to Us

during the current Period of Insurance.



Aviva Insurance Limited. Registered in Scotland No 2116. Registered Office Pitheavlis Perth Scotland PH2 0NH.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the
Prudential Regulation Authority.