

POLICY WORDING

Please read carefully and retain



intasure[®]
Insurance that speaks your language

Professional Indemnity Insurance for Design & Construct Professionals



Welcome to Intasure Professional Indemnity Insurance designed specifically for Design & Construct Professionals



Introduction

In return for payment by the **Insured** to the **Insurers** of the premium required, the insurers will provide the Insurance described herein subject to the provisions set out in the Policy.

The policy of insurance is issued in accordance with the authorisation granted under contract to Intasure and underwritten by Channel Syndicate 2015 at Lloyd's.

This policy document should be read together with the **schedule** and any Endorsement(s).

Your premium has been based upon the information shown in the **schedule** and you should ensure that you are clear about the restrictions and exclusions that apply and what your responsibilities are under the policy as a whole.



for and on behalf of Intasure®

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AMP House
Dingwall Road
Croydon
Surrey
CR0 2LX

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+44 (0)345 303 2725
Mon - Fri 9am - 5.30pm

CLAIMS: +44 (0)345 111 0672 (24 Hours)

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How to use your Policy

YOUR POLICY

Here is your new Policy containing details of the cover you have arranged. We have made every effort to make our intentions clear. Please read your Policy carefully and if you have any queries we will be pleased to help you.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the Policy.

IF YOU HAVE A QUERY

If you have a query regarding this policy you should contact us using telephone numbers at the beginning of this Policy Wording.

CANCELLATION INFORMATION

You have the right to cancel the insurance Policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that you will have received the Policy documents upon the day following the date it was emailed / posted to you.

Once cover has commenced outside the 30 day period, you may cancel your policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the **Insurer's** cancellation rights, please refer to Section 2 of your Policy Wording.

USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

HOW TO MAKE A CLAIM

To make a claim, first read the Policy and **Schedule** to check that you are covered. To register a claim please contact Intasure on **0345 111 0672**, or you may write to:

Intasure, AMP House, Dingwall Road, Croydon CR0 2LX.

YOUR RESPONSIBILITIES

We will expect you to comply with all terms and conditions.

GOVERNING LAW

This policy shall be governed by and construed in accordance with the laws of England and Wales.

Important Notice

In return for the **Insured** having paid the premium for the **Policy Period**, **Insurers** will indemnify the **Insured** to the extent of and subject to compliance with the terms contained in or endorsed on the Policy.

This Policy is a legal contract. It is a contract of insurance together with the Policy **Schedule**, any endorsements and the proposal form. **Insurers** rely on the **Insured** to provide **Insurers** with complete and accurate information. The **Insured** must tell **Insurers** about any facts or changes which affect the insurance and the **Insured** must provide complete and accurate answers to the questions **Insurers** ask, when the **Insured** takes out, makes changes to, or renews the Policy. The **Insured** must also tell **Insurers** about any changes which have occurred either since the Policy started or since the last renewal date.

If the **Insured** is not sure whether certain facts are relevant the **Insured** should ask the insurance intermediary. If the **Insured** does not tell **Insurers** about relevant facts or changes or if the **Insured** does not provide **Insurers** with complete and accurate information, the Policy may be avoided, or may be cancelled, or may not provide full cover, or the **Claim** may be rejected or not fully paid.

This a "Claims made and Reported" Policy. Section 4 of the Policy terms and conditions detail how claims should be reported and how they will be handled. If the **Insured** fails to follow these conditions, the **Insurers** may not pay the claim, or any payment could be reduced.

Channel Syndicate 2015 is managed by The Channel Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Section 1 - Definitions and Interpretation

1 Circumstance

means any incident, occurrence, fact, matter, act or omission that might give rise to a **Claim** or loss.

2 Claim

means:

- 2.1** any demand for civil damages or civil compensation from, or the assertion of a civil right against, the **Insured**;
- 2.2** any notice of intention to commence civil legal proceedings against the **Insured**; or
- 2.3** any communication with the **Insured** referring to or invoking any pre-action protocol.

3 Compensatory Damages

means compensatory awards or settlements.

4 Computer System

means any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, or any electronic documents utilised in the ownership, security and management of the **Insured's** electronic communications system, world-wide web site, internet site, intranet site, extranet site or web address(es).

5 Costs of Criminal Proceedings

means legal costs and expenses incurred by or on behalf of the **Insured** in the defence of any proceedings brought under the prevailing listed building, building regulation or health and safety legislation and any applicable orders or regulations made pursuant to that legislation or any applicable codes of practice or procedures issued by any governing body concerned with health and safety.

Costs of Criminal Proceedings do not mean or include **Costs of Representation, Data Protection Defence Costs or Defence Costs.**

6 Costs of Representation

means the costs of representation of the **Insured** at any inquiry or other proceedings, which has, in **Insurers'** sole

discretion, a direct impact on any **Claim**, or **Circumstance** which is likely to form the subject of indemnity by **Insurers** under this Policy. **Costs of Representation** does not mean or include **Data Protection Defence Costs** or **Defence Costs.**

Costs of Representation do not mean or include **Costs of Criminal Proceedings, Data Protection Defence Costs** or **Defence Costs.**

7 Data Protection Defence Costs

means legal costs and expenses incurred by or on behalf of the **Insured** in the defence of any criminal proceedings brought under the Data Protection Act 1998 or similar legislation.

Data Protection Defence Costs do not mean or include **Costs of Criminal Proceedings, Costs of Representation** or **Defence Costs.**

8 Defence Costs

means legal costs and expenses incurred by or on behalf of the **Insured** in the investigation, defence or settlement of any **Claim**, or **Circumstance.**

Defence Costs does not mean or include:

- 8.1** **Costs of Criminal Proceedings, Costs of Representation** or **Data Protection Defence Costs;**
or
- 8.2** the **Insured's** own costs or expenses.

9 Document

means digitised data, information recorded or stored in a format for use with a computer, deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificate or written or printed documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes or other negotiable paper), project models, displays, magnetic tape and digitised or electronic data for use with any computer record system.

10 Employee

means:

- 10.1** any person who is or who has been under a contract of service or apprenticeship, unless that person is a partner, director, member or principal of the **Insured**;
or

Section 1 - Definitions and Interpretation

10.2 any person who is or has been

10.2.1 a voluntary helper;

10.2.2 engaged under a work experience or training scheme;

10.2.3 a seasonal or temporary personnel;

10.2.4 seconded to work for the **Insured**; or

10.3 any former partners, former directors or former employees of the **Insured**, who have continued as consultants to the **Insured** and such persons who were formerly consultants to the **Insured**;

working under the **Insured's** direct control and supervision in connection with the **Professional Business** of the **Insured**.

11 Excess

means the first amount of each **Claim** shown in the **Schedule**, which is payable by the **Insured** and provided that:

12.1 where the **Excess** is stated in the **Schedule** as "**Defence Costs** inclusive" then the **Excess** shall apply to **Defence Costs**;

12.2 where the **Excess** is stated in the **Schedule** as "**Defence Costs** exclusive" then the **Excess** shall not apply to **Defence Costs**.

12 Financially Associated Person or Entity

means:

12.1 any business controlled or managed by the **Insured** or in which the **Insured** has an executive interest;

12.2 any company in which the **Insured** directly or indirectly owns or controls more than 15% of the issued share capital;

12.3 any person having an executive or managerial role in the **Insured** or who would be considered to be a shadow director (as defined in s.251 of the Insolvency Act 1986) of the **Insured**.

13 Geographical Limits

means any location as described in the **Schedule**.

14 Insured

means:

14.1 any person or firm named in the **Schedule** and includes any current or previous partner, director,

principal, member or **Employee** or any other person who becomes a partner, director, principal, member or **Employee**;

14.2 the estates or personal representatives of any person noted in Clause 14.1 above.

15 Insurers

means Channel Syndicate 2015.

16 Limit of Indemnity

means

16.1 The sum shown in the **Schedule**.

16.2 Where the **Limit of Indemnity** is stated in the **Schedule** as "any one **Claim** costs in addition" then:

16.2.1 the **Limit of Indemnity** shall apply to each and every **Claim**, and

16.2.2 **Defence Costs** only are payable in addition to the **Limit of Indemnity** subject to Section 2 Insuring Clauses Clause 4 (Defence Costs etc).

16.3 Where the **Limit of Indemnity** is stated in the **Schedule** as "any one **Claim** costs inclusive" then:

16.3.1 the **Limit of Indemnity** shall apply to each and every **Claim**, and

16.3.2 **Defence Costs** are payable as part of the **Limit of Indemnity**.

16.4 Where the **Limit of Indemnity** is stated in the **Schedule** as "aggregate costs in addition" then:

16.4.1 the total amount of indemnity available in respect of all **Claims** during the **Policy Period** shall not exceed the **Limit of Indemnity** in the aggregate, and

16.4.2 **Defence Costs** only are payable in addition to the **Limit of Indemnity** subject to Section 2 Insuring Clauses Clause 4 (Defence Costs etc).

16.5 Where the **Limit of Indemnity** is stated in the **Schedule** as "aggregate costs inclusive" then the total amount of indemnity available, including **Defence Costs, Costs of Criminal Proceedings, Costs of Representation** and **Data Protection Defence Costs**, in respect of all **Claims** during the **Policy Period** shall not exceed the **Limit of Indemnity** in the aggregate.

Section 1 - Definitions and Interpretation

16.6 The **Limit of Indemnity** shall apply to all the **Insureds** jointly.

17 Policy Period

means the period shown in the **Schedule**.

18 Professional Services

means the performance of any:

18.1 design or specification;

18.2 supervision of construction or installation works;

18.3 feasibility study;

18.4 technical calculation;

18.5 surveying;

18.6 any other **Professional Service** stated in the **Schedule**;

provided that it is undertaken only by or under the direction and direct control of a properly qualified Architect, Engineer or Surveyor or any person with not less than five (5) years' experience relevant to the specific **Professional Service** being performed.

Professional Services do not mean or include the supervision by the **Insured** of:

- (i) the **Insured's** own work;
- (ii) the work of any **Financially Associated Person or Entity**; or,
- (iii) the work of the **Insured's** building or engineering sub-contractors where such supervision is undertaken in the **Insured's** capacity as building or engineering contractor.

19 Schedule

means the **schedule** of insurance attaching to and forming part of this Policy.

20 Virus

means any unauthorised executable code that replicates itself through a **Computer System** or network and which contains instructions to initiate an event on the infected **Computer System**, causing modification of or damage to or otherwise adversely affecting the operation of any **Computer System**, whether termed a virus, logic bomb, worm, Trojan Horse or known by any other name.

Section 2 - Insuring Clauses

1 Indemnity

Subject to the **Limit of Indemnity**, **Insurers** will indemnify the **Insured** for any **Claim** first made against the **Insured** which has been notified to **Insurers** during the **Policy Period** for which the **Insured** is legally liable to pay **Compensatory Damages**, including claimant's costs and expenses, and which arises from the provision of any **Professional Service** in consequence of:

1.1 Breach of Professional Duty

- 1.1.1 any negligent act error or omission of the **Insured**;
- 1.1.2 any negligent act error or omission of any specialist designers, consultants or sub-contractors of the **Insured** in the performance of any **Professional Service** provided that the rights of recourse against such specialist designers, consultants or sub-contractors have not been waived or otherwise impaired;
- 1.1.3 any negligent act error or omission of any specialist designers, consultants or sub-contractors of the **Insured** in the performance of any **Professional Service** for whom the **Insured** has assumed liability under a novation agreement provided that:
 - (i) the **Insured** has undertaken a satisfactory due diligence exercise;
 - (ii) the novation agreement includes a full indemnity in favour of the **Insured** in respect of any liability the **Insured** may incur for any and all pre-novation services undertaken by such specialist designers, consultants or sub-contractors or the **Insured's** contract with its employer expressly excludes the **Insured's** liability for any and all pre-novation services undertaken by such specialist designers, consultants or sub-contractors;
 - (iii) rights of recourse against such specialist designers, consultants or sub-contractors have not been waived or otherwise impaired; and,
 - (iv) no indemnity shall be provided in relation to any **Claim** arising out of any

Circumstances of which the **Insured** was, or ought reasonably to have been aware at the time such liability was assumed;

- 1.1.4 any failure by the **Insured** to warn any client or clients of any inadequacy or deficiency (alleged or otherwise) in any design, specification or formula supplied by the client;
- 1.1.5 any failure by any specialist designers, consultants or sub-contractors of the **Insured** to warn the **Insured** of any inadequacy or deficiency (alleged or otherwise) in any design, specification or formula supplied by the client provided that the rights of recourse against such specialist designers, consultants or sub-contractors have not been waived or otherwise impaired;
- 1.1.6 any dishonest, fraudulent or malicious act or omission of any former or present **Employee** (which term, for the purpose of this clause alone, shall not include any principal, partner, member or director of the **Insured**) provided that no indemnity shall be given under this Policy in the event that any principal, partner, member or director of the **Insured** conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission;

1.2 Defamation

any libel or slander committed by the **Insured** including any disparagement and malicious falsehood;

1.3 Breach of Intellectual Property Rights

any unintentional infringement of intellectual property rights (including but not limited to copyright, title, slogan, domain name or meta tag, moral rights, misappropriation of formats, characters, trade names, registered design, trademark, music rights, performance rights, plagiarism and moral rights) committed by the **Insured**;

1.4 Confidentiality

unintentional breach of confidentiality committed by the **Insured**;

1.5 Loss of Documents

loss, destruction of or damage to any **Document** which is in the care, custody or control of or which

Section 2 - Insuring Clauses

belongs to the **Insured** provided that:

- 1.5.1** the loss, destruction or damage is discovered and notified during the **Policy Period**; and
- 1.5.2** **Insurers'** liability under this Clause 1.5 during the **Policy Period** shall not exceed £250,000 in the aggregate in respect of all **Claims** during the **Policy Period**. This limit will be in addition to the **Limit of Indemnity**.

2 Collateral Warranties

- 2.1** Subject to the **Limit of Indemnity**, **Insurers** will indemnify the **Insured** for any **Claim** first made against the **Insured** during the **Policy Period** for which the **Insured** is legally liable to pay **Compensatory Damages**, including claimant's costs, fees and expenses, and which arises from:
 - 2.1.1** the provision by the **Insured** of any **Professional Service** in consequence of or arising from entering into any collateral warranty, duty of care agreement or any similar agreement; or,
 - 2.1.2** the provision by any specialist designers, consultants or sub-contractors of the **Insured** of any **Professional Service** in consequence of or arising from entering into any collateral warranty, duty of care agreement or any similar agreement provided that rights of recourse against any such specialist designers, consultants or sub-contractors of the **Insured** have not been waived or otherwise impaired.
- 2.2** Cover under Clause 2.1 above shall only apply to the extent that in entering into the collateral warranty, duty of care agreement or any similar agreement, there is no liability on the **Insured**:
 - 2.2.1** to provide a level of service or produce a result beyond the scope of any duty that would otherwise be implied by common law or statute;
 - 2.2.2** to any greater extent or for any longer a period than is the case under the agreement with the person or party with whom the **Insured** originally contracted to perform the same work; and
 - 2.2.3** under any financial guarantee, for any

contractual penalty or for liquidated damages.

3 Mitigation of Loss

Subject to the **Limit of Indemnity**, **Insurers** will indemnify the **Insured** for reasonable costs and expenses incurred by or on behalf of the **Insured** with the **Insurer's** prior consent in respect of any action taken to mitigate or avoid a loss or potential loss prior to practical completion or substantial completion that otherwise would be the subject of a claim under this Policy.

4 Defence Costs, Costs of Representation, Data Protection Defence Costs

Insurers will indemnify the **Insured** for:

4.1 Defence Costs provided that:

- 4.1.1** such **Defence Costs** are incurred with the prior written and continuing consent of **Insurers**; and
- 4.1.2** where **Defence Costs** are payable in addition to the **Limit of Indemnity**:
 - (i) if a payment greater than the **Limit of Indemnity** available from **Insurers** has to be made to dispose of a **Claim**, or
 - (ii) if the **Insured** is under an obligation to pay a sum greater than the **Limit of Indemnity** as a result of a judgment, award, settlement or otherwise,

then **Insurers'** liability for **Defence Costs** associated with such **Claim** shall be that proportion of the **Defence Costs** as the **Limit of Indemnity** available from **Insurers** for such **Claim** bears to the amount required to be paid to dispose of the **Claim** or meet the obligation.

4.2 Costs of Criminal Proceedings, Costs of Representation or Data Protection Defence Costs provided that:

- 4.2.1** such **Costs of Criminal Proceedings, Costs of Representation or Data Protection Defence Costs** are incurred with the prior written and continuing consent of **Insurers**;
- 4.2.2** the inquiry or proceedings giving rise to the **Costs of Criminal Proceedings, Costs of**

Section 2 - Insuring Clauses

- Representation** or the **Data Protection Defence Costs** are notified to **Insurers** during the **Policy Period**;
- 4.2.3** the act, error or omission giving rise to such inquiry or proceedings was committed by the **Insured** in the performance of the **Professional Services**;
- 4.2.4** **Insurers** must give prior consent in writing to the appointment of any solicitor or counsel who is retained to act for and on behalf of the **Insured**;
- 4.2.5** notwithstanding any other term and condition in this Policy, it is a condition precedent to any liability of **Insurers** to make any payment under this Policy that the **Insured** shall give to **Insurers** immediate notice of any request, demand, order, notice, summons or other process served upon the **Insured** which may give rise to any inquiry or proceedings;
- 4.2.6** the **Costs of Criminal Proceedings, Costs of Representation** or the **Data Protection Defence Costs** includes the costs of any appeal (including any application for judicial review) provided that solicitors or counsel appointed to act for and on behalf of the **Insured** have advised that there are greater than 50% prospects of such appeal succeeding; and
- 4.2.7** **Insurers'** liability during any one **Policy Period** for **Costs of Criminal Proceedings, Costs of Representation** or **Data Protection Defence Costs** shall not exceed GBP 250,000 in the aggregate in respect of all **Claims** during the **Policy Period**. This limit will form part of and not be in addition to the **Limit of Indemnity**.

5 Joint Ventures / Project Partnering

Subject to the **Limit of Indemnity**, **Insurers** will indemnify the **Insured** for any **Claim** first made against the **Insured** which has been notified to **Insurers** during the **Policy Period** for which the **Insured** is legally liable to pay **Compensatory Damages**, including claimant's costs and expenses, and which arises from the provision of any **Professional Service** in consequence of any negligent act error or omission of the

Insured arising in the course of:

- 5.1** any work carried out by or in the name of a consortium of professional people or firms or other association formed of which all or any of the **Insured** form part for the purpose of undertaking any joint venture or any other profit-sharing arrangement; or
- 5.2** any work carried out by any project partnership of which the **Insured** form part.

Section 3 - Exclusions

Insurers shall not be liable to indemnify the **Insured** in respect of:

General Exclusions

1 Any **Claim**, alleged **Claim**, loss, liability, expenses, costs, **Defence Costs** or **Costs of Criminal Proceedings**, **Costs of Representation** or **Data Protection Defence Costs**, directly or indirectly caused by or arising out of or resulting from or in consequence of or in any way involving:

1.1 Asbestos Risks

Asbestos or any materials containing asbestos in whatever form or quantity.

1.2 Bodily Injury/ Property Damage

Bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any person or any loss, damage or destruction of property unless the **Claim** arises out of the provision of any **Professional Services**.

1.3 Commercial Disputes

Any commercial dispute between the **Insured** and its business partners or business associates, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venture partner, but this exclusion shall only apply where any such commercial dispute is based upon:

1.3.1 commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with the **Insured**, or any compensation or remuneration promised or owed by the **Insured** pursuant to those terms; or

1.3.2 the **Insured's** decision to cease doing business with such a partner or associate.

1.4 Computer Hackers and Viruses

1.4.1 Any unauthorised access to the **Insured's Computer System** or electronic systems or networks; or

1.4.2 The use or operation, as a means for inflicting harm, of any **Computer System**, malicious code, **Virus**, or process or any other electronic system.

1.5 Controlling Interest

Any **Claim** or alleged **Claim** brought by:

1.5.1 any entity in which the **Insured** has a financial or executive interest; or

1.5.2 any entity which has a financial or executive interest in the **Insured**; or

1.5.3 one **Insured** against another **Insured**.

1.6 Directors and Officers

Any liability of any person in their capacity as a director, officer or trustee except to the extent that such liability arises out of a breach of professional duty in the performance of **Professional Services**.

1.7 Employers' Liability

Bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any **Employee** arising out of or in the course of their employment by the **Insured**, or for any breach of any obligation owed by the **Insured** as an employer to any partner, principal, director, member or **Employee** or applicant for employment.

1.8 Employment Practices

Any wrongful or unfair dismissal, termination or repudiation or breach of an employment or other contract, harassment, discrimination or similar or in relation to any partnership, shareholder or similar agreement.

1.9 Financial Advice

Any investment, the provision of any finance or other financial advice.

1.10 Fraud and Dishonesty

Any dishonest, fraudulent, criminal, reckless or malicious act or omission of any **Insured** or its **Employees**, consultants, sub-contractors, or agents.

This exclusion shall not include any **Insured** who is innocent of committing or condoning any such act, error, omission or breach.

This Exclusion shall not apply to any liability which is covered under Section 2 Insuring Clauses Clause 1.1.6.

1.11 Geographical Limits

Any work carried out outside the **Geographical Limits**.

1.12 Infrastructure

1.12.1 Software, hardware or mechanical failure;

1.12.2 Electrical failure, including any electrical

Section 3 - Exclusions

power interruption, surge, brown out or black out; or

1.12.3 Telecommunications or satellite systems failure.

1.13 Insolvency or Bankruptcy

The insolvency of the **Insured** or any third party.

1.14 Jurisdictional Limits

1.14.1 Any **Claim** instituted or pursued outside of any location as described in the **Schedule**;

1.14.2 Any judgment, award, payment or settlement made or incurred within countries which operate under the laws of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada or to enforce any judgment, award or settlement obtained therein.

1.15 Loss, Damage or Destruction of Bearer Bonds or Coupons

Loss, damage or destruction of any bearer bonds, coupons, bank or currency notes, share certificates, stamps or other negotiable paper.

1.16 Obscenity

Any obscenity, blasphemy or pornographic material.

1.17 Nuclear Risks

Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

1.18 Pension and Benefit Schemes

Any plan, programme or scheme providing benefits to the **Insured** or any **Employees**.

1.19 Pre-existing Circumstances

Any **Circumstance** which was known to the **Insured** or should have been known by the **Insured** prior to the **Policy Period**.

1.20 Retroactive Date

Where the cause of any **Claim**, alleged **Claim**, loss, liability, expenses, costs, **Defence Costs** or **Costs of Criminal Proceedings**, **Costs of Representation** or **Data Protection Defence Costs** occurred or was alleged to have occurred prior to any Retroactive Date shown in the **Schedule**.

1.21 Takeover or Merger

Acts, errors or omissions committed by the **Insured** after the date of its merger with or acquisition by another entity unless otherwise agreed by **Insurers**.

1.22 Trading Losses

1.22.1 Trading losses incurred by the **Insured**, including any lost profit, unpaid fees or claim for reimbursement of fees;

1.22.2 The actual or alleged over-charging or improper receipt of fees by the **Insured**.

1.23 Transport, Property, Land

Ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer or other means of transport or from any buildings, structures, shelters, premises or land or property.

1.24 Utility Provider

Any failure of the service provided by an internet service provider, any telecommunications provider or other utility provider

1.25 Virus

Any **Virus**.

1.26 War and Terrorism

1.26.1 The consequence of war (whether declared or not), invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, insurgency caused by a regular or irregular military force; or

1.26.2 Terrorist action or any action required to suppress control or prevent terrorist action.

2 Fines, Penalties etc

Any fines, penalties, exemplary or punitive damages or other non-**Compensatory Damages** awarded other than in actions brought for defamation as far as they are covered by this Policy.

3 Other Insurance

Any **Claim**, alleged **Claim**, loss, liability, expenses, costs, **Defence Costs** or **Costs of Criminal Proceedings**, **Costs of Representation** or **Data Protection Defence Costs** which the **Insured** is or, but for the existence of this Policy would be, entitled to indemnity under any other insurance; except in respect of any amount which exceeds that which would have

Section 3 - Exclusions

been payable under such other insurance had this Policy not been effected.

4 Sanctions

Any indemnity where the provision of such indemnity would expose **Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Specific Exclusions

5 Any **Claim**, alleged **Claim**, loss, liability, expenses, costs, **Defence Costs** or **Costs of Criminal Proceedings, Costs of Representation** or **Data Protection Defence Costs**, directly or indirectly caused by or arising out of or resulting from or in consequence of or in any way involving:

5.1 Contractual Liability

Any breach or alleged breach of any contractual duty or duty of care owed or alleged to have been owed by the Insured to any third party and which is more onerous than any duty that would otherwise be implied by common law or statute.

This Exclusion does not apply to any liability which is covered under Section 2 Insuring Clauses Clause 2 (Collateral Warranties).

5.2 Deliberate Acts

Any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by the Insured as a result of a dishonest, fraudulent or malicious act or omission of any former or present **Employee**.

This Exclusion does not apply to any liability which is covered under Section 2 Insuring Clauses Clause 1.1.6.

5.3 Insurance, Finance and Costs

5.3.1 The arranging or maintenance of insurance, sureties or bonds or the provision of finance or advice on financial matters;

5.3.2 Estimates of construction or estimates of design costs.

5.4 Patents

Any infringement of any patent.

This Exclusion applies notwithstanding Section

2 Insuring Clauses Clause 1.3 (Breach of Intellectual Property Rights).

5.5 Products

5.5.1 Goods or products sold, supplied, repaired, altered, manufactured, installed or maintained; or

5.5.2 Buildings, building works or physical structures constructed, repaired, installed, erected, removed or demolished;

by the **Insured** or any **Financially Associated Person or Entity** or sub-contractor of the **Insured**.

5.6 Project Specific Insurance

Any project that is insured under a project specific insurance policy provided always that this Exclusion does not apply where cover has been provided with **Insurers'** prior written consent and the liability is in excess of the limit of indemnity under such project specific insurance.

5.7 Seepage and Pollution

Seepage, pollution or contamination of any kind.

5.8 Valuation Reports

Any valuation report prepared by or on behalf of the **Insured** except for the purpose of certifying payments due to contractors or measuring quantities.

5.9 Workmanship

5.9.1 Defective workmanship;

5.9.2 Defective or deleterious materials;

5.9.3 Manual labour operations.

6 Claims by Financially Associated Person or Entity

Any **Claim**, or alleged **Claim**, made upon the **Insured** by any **Financially Associated Person or Entity** whether alone or jointly with any other person or entity. However, this Exclusion shall not apply to any **Claim** brought against such **Financially Associated Person or Entity** by an independent third party and which would, but for this Exclusion, be covered by this Policy.

Section 4A - Claims Conditions

The due observance and fulfilment of the following Claims Conditions in so far as they relate to anything to be done or complied with by the **Insured** shall be a condition precedent to any liability of **Insurers** to make any payment under this Policy.

1 Notification of Claims and Circumstances

- 1.1 If during the **Policy Period** the **Insured** shall receive any **Claim**, or any notice of an intention to make a **Claim**, the **Insured** shall give written notice to **Insurers** as soon as reasonably possible, and in any event, not later than thirty (30) days from the receipt of any **Claim** or notice.
- 1.2 If during the **Policy Period** the **Insured** becomes aware of any **Circumstance**, the **Insured** shall give written notice to **Insurers** of such **Circumstance** as soon as reasonably possible and in any event not later than the last day of the **Policy Period**.
- 1.3 Any **Claim** or loss subsequently arising from any **Circumstance** validly notified to **Insurers** shall be deemed to have been made during the **Policy Period** in which the notice of such **Circumstance** was first received by **Insurers**.

2 Insured's Duties

In the event of any **Claim** or **Circumstance**, the **Insured** shall

- 2.1 not admit responsibility or liability nor make any admission, offer, promise, payment or incur expense without **Insurers'** prior written consent;
- 2.2 provide promptly all such information, documents and assistance to enable **Insurers** to investigate, settle or resist any **Claim** or loss as **Insurers** may require; and
- 2.3 pay any **Excess**.

3 Insurers' Rights

- 3.1 **Insurers** shall be entitled, in their sole discretion, to take over and conduct in the name of the **Insured** the investigation representation defence or settlement of any **Claim** or loss.
- 3.2 The **Insured** shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the **Insured** and **Insurers** a similar authority) shall advise that such proceedings should be contested.

4 Subrogation

- 4.1 In the event of any payment under this Policy, **Insurers** shall be subrogated to the extent of such payment to all of the **Insured's** rights of recovery (including against any specialist designers, consultants or sub-contractors of the **Insured** or outsourcers), and the **Insured** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of documents necessary to enable **Insurers** to bring proceedings in the name of the **Insured**.
- 4.2 **Insurers** shall not exercise any right of subrogation that may exist against any partner, director, member or principal of the firm, **Employee** or former **Employee** of the **Insured** unless **Insurers** shall have made a payment brought about or contributed to by the act or omission of the partner, director, member or principal of the firm, **Employee** or former **Employee** which was dishonest, fraudulent, criminal or malicious.
- 4.3 The **Insured** shall do nothing to prejudice **Insurers'** rights under this Clause 4.

5 Allocation

- 5.1 If both liability from a **Claim** or loss covered by this Policy, and liability for a **Claim** or loss not covered by this Policy, should arise then the **Insured** and **Insurers** shall use their best efforts to agree the allocation of such amount and costs between covered loss and uncovered loss based on a fair and proper assessment of the relative legal and financial exposures.
- 5.2 If **Insurers** and the **Insured** are unable to agree any allocation, the dispute shall be submitted to the decision of a Queen's Counsel (to be mutually agreed upon by the **Insured** and **Insurers** or failing such agreement to be nominated by the Chairman for the time being of the Bar Council of England and Wales) on the basis that such a Queen's Counsel is entitled to determine a fair and proper allocation in accordance with Clause 5.1 above.
- 5.3 Any allocation of **Defence Costs** on account of a **Claim** which is negotiated or determined in accordance with Clause 5.1 above shall be applied retrospectively to all **Defence Costs** on account of such **Claim**.

Section 4A - Claims Conditions

6 Multiple Claims

All **Claims** and **Circumstances** which arise from:

- 6.1 the same or similar act, error or omission or series of similar acts, errors or omissions, or attributable to the same originating cause, event or source; or
- 6.2 a repeated or continuing problem in the **Insured's** work;

shall be treated as a single **Claim** or **Circumstance** regardless of the number of persons claiming Indemnity. This includes such **Claims** and **Circumstances** arising after, as well as during, the **Policy Period**.

Section 4B - Notification Conditions

The due observance and fulfilment of the following Special Notification Conditions in so far as they relate to anything to be done or complied with by the **Insured** shall be a condition precedent to any liability of **Insurers** to make any payment under this Policy.

For the purposes of these Special Notification Conditions:

Adjudication Notice

means any adjudication notice pursuant to contract (including a "Notice of Adjudication" and/or "referral notice" pursuant to the Scheme For Construction Contracts (England & Wales) Regulations 1998 and/or the Scheme For Construction Contracts (England & Wales) Regulations 1998 (Amendment) (England) Regulations 2011 and/or The Scheme for Construction Contracts (Scotland) Regulations 1998) and "adjudication" and "adjudicator shall be construed in that context.

1 The **Insured** shall give **Insurers** written notice within two (2) working days of:

- 1.1** the receipt of any such **Adjudication Notice**;
- 1.2** the receipt of any indication, whether in writing or otherwise, of an intention on the part of any party to serve the **Insured** with an **Adjudication Notice**; or,
- 1.3** becoming aware of circumstances in which the commencement of an adjudication involving the **Insured** is likely.

This notice must be given during the **Policy Period**. **Insurers** shall only be liable to indemnify the **Insured** in respect of any notification which is made to **Insurers** during the **Policy Period**.

2 The **Insured** must promptly supply **Insurers** with all details relating to any references to adjudication, including copies of all documentation available to the **Insured**.

3 The **Insured** must:

- 3.1** allow **Insurers** to appoint advisors and to have conduct of the adjudication as they deem appropriate;
- 3.2** co-operate with **Insurers** and their advisors in the conduct of the adjudication;

3.3 meet any request, direction or timetable of the adjudicator; and,

3.4 not agree to accept the decision of the adjudicator as finally determining the dispute without the prior written consent of **Insurers**.

4 The adjudication provisions in the Contract (if any) or otherwise applying to the Contract must:

4.1 provide that the adjudicator must be independent of the parties to the dispute;

4.2 not allow for the adjudicator's decision to finally determine the dispute;

4.3 not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial or other considerations; and,

4.4 not place restrictions upon the timing of the commencement of legal or arbitration proceedings (for the sake of clarity this does not apply to adjudication proceedings).

5 **Insurers** shall be entitled to pursue legal proceedings, arbitration or other proceedings in the name of and on behalf of the **Insured** to challenge, appeal, re-open or amend any decision, direction, award or exercise of any power of the adjudicator or to stay the enforcement of any such decision, direction, award or exercise of power. The **Insured** shall give all such assistance as **Insurers** may reasonably require in relation to such proceedings or arbitration.

Section 4C - Special Condition

The **Insured** shall use all best endeavours to ensure that any specialist designer, consultant or sub-contractor of the **Insured** shall hold and maintain valid adequate professional indemnity insurance.

Section 5 - General Conditions

The following General Conditions apply to this Policy:

1 Alteration to Risk

1.1 The **Insured** shall give to **Insurers** written notice as soon as practicable of any material alteration to the risk during the **Policy Period** including but not limited to:

1.1.1 the **Insured** going into voluntary bankruptcy, receivership or liquidation or the **Insured** failing to pay debts or breaching any other obligation giving rise to the appointment of a receiver or bankruptcy or winding-up proceedings;

1.1.2 any material change in the nature of **Professional Business** of the **Insured**; or

1.1.3 any material omission from, change in, or addition to, the proposal form or any other information given to **Insurers** for underwriting purposes either before or during the **Policy Period**.

1.2 Upon receipt of such notice, **Insurers** shall be entitled to continue the Policy on such new terms and conditions as they may consider appropriate. Failure to give such notice shall entitle **Insurers** to reject or reduce **Claims** connected with the failure and/or continue the Policy on such new terms and conditions as they may consider fit.

2 Cancellation

This Policy may be cancelled as follows:

2.1 By the **Insured** by giving written notice to **Insurers**. The cancellation shall apply immediately upon **Insurers'** receipt of such notice and the Policy is cancelled with effect from that date. In the event of cancellation, **Insurers** shall refund any unearned premium calculated on a pro rata basis except that no refund is due in the event that any **Claim** or **Circumstance** is notified prior to the date of cancellation.

2.2 By **Insurers** upon non-payment of premium by the issue of written notice to the Principal Address specified in the **Schedule**, stating the reason for such cancellation. Upon the issue of such notice, the Policy is cancelled immediately with effect from the date of the start of the **Policy Period** and **Insurers** shall have no liability for any **Claim** or **Circumstance** notified by the **Insured**.

2.3 By **Insurers** for any other reason by the issue of written notice to the Principal Address specified in the **Schedule**. The cancellation shall apply thirty (30) days following the date of issue of such notice and the Policy is cancelled with effect from that date. In the event of cancellation, premium is due to **Insurers** on a pro rata basis except that full premium shall be payable in the event that any **Claim** or **Circumstance** is notified prior to the date of cancellation.

3 Choice of Law

This Policy shall be governed by and construed in accordance with the laws of England and Wales, whose Courts are to have exclusive jurisdiction for hearing and determining any dispute arising out of or in connection with this Policy.

4 Data Protection

4.1 **Insurers** record and hold data in accordance with the Data Protection Act 1998. **Insurers** also follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information.

4.2 **Insurers** may find it necessary to pass data to other firms or businesses that supply products and services associated with this Policy.

4.3 Further, by accessing and updating various databases **Insurers** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If the **Insured** provides false or inaccurate information and **Insurers** suspect fraud this fact will be recorded and the information will be available to other organisations that have access to the databases.

4.4 **Insurers** can supply details of databases they access or contribute to, upon the **Insured's** request.

5 Discharge of Liability

Insurers may at any time pay to the **Insured** in connection with any **Claim** or loss under this Policy the **Limit of Indemnity** (less any sums already paid) or any lesser sum for which such **Claim** can be settled and upon such payment **Insurers** shall not be under any further liability in respect of such **Claim** except for **Defence Costs** incurred prior to such payment and with **Insurers'** prior written consent.

Section 5 - General Conditions

6 Dishonest or fraudulent act or omission

In the event of a **Claim** which involves the dishonest, fraudulent or malicious act or omission of any former or present **Employee** the **Insured** shall take all reasonable action (including legal proceedings) to obtain reimbursement from the **Employee** concerned (and from any **Employee** who may have conspired to commit or have condoned such act) or from the estate or legal representatives of such **Employee**. Any monies which but for such dishonest, fraudulent or malicious act or omission would be due to such **Employee** from the **Insured** or any monies held by the **Insured** for such **Employee** shall be deducted from any amount payable under this Policy.

7 Document Management

Insurers may hold documents relating to this Policy and any **Claim** or loss in electronic form and may destroy the paper originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

8 Fraud

If any request for indemnity is made and any part of such request is in any respect false or fraudulent or dishonest or exaggerated, as regards the amount or otherwise, this Policy may become void and any indemnity hereunder may be forfeited and **Insurers** may not return any premium to the **Insured**. **Insurers** may also take legal action against the **Insured**.

9 Interpretation

- 9.1 Words in the singular include the plural and words in the plural include the singular.
- 9.2 If the term, condition, exclusion or endorsement or part thereof is found to be invalid or enforceable the remainder shall be in full force effect.
- 9.3 The headings herein are for reference only and shall not be considered when determining the meaning of this Policy.

10 Non-disclosure/misrepresentation

- 10.1 **Insurers** will not exercise their right to avoid this Policy for reasons of non-disclosure, untrue statements or misrepresentation of facts provided that the **Insured** can establish, to **Insurers'** satisfaction, that any such non-disclosure, untrue statements or

misrepresentation of facts were not made negligently and were also free of any fraudulent conduct or intent to deceive.

- 10.2 If the **Insured** is unable to establish the above matters to **Insurers'** satisfaction, then upon a non-disclosure, mis-statement or misrepresentation:

- 10.2.1 the Policy may be declared void and **Insurers** may treat the Policy as though it never existed;

- 10.2.2 **Insurers** may cancel the Policy;

- 10.2.3 **Insurers** may refuse to pay a claim;

- 10.2.4 **Insurers** may not pay any claim in full;

- 10.2.5 **Insurers** may revise the premium and/or change any **Excess**; or

- 10.2.6 the extent of the cover under the Policy may be affected.

- 10.3 In relation to any **Claim** or **Claims** first made against the **Insured** and notified to **Insurers** during the **Policy Period** if such non-disclosure, untrue statements or misrepresentation of facts consist of or include a failure to inform **Insurers** of any related **Circumstance** then Section 3 Exclusions Clause 1.19 (Pre-existing Circumstances) shall not apply provided that:

- 10.3.1 if the **Claim** or **Circumstance** should have been notified under a preceding insurance then where this Policy affords greater or wider cover than that to which the **Insured** would have been entitled under the preceding insurance, **Insurers** shall only be liable to pay what the **Insured** would have been entitled to under the preceding insurance; and

- 10.3.2 no indemnity shall be afforded in respect of such **Claim** or **Circumstance** if there was no immediately preceding and valid insurance in place.

11 Premium Payment

The **Insured** will pay the premium due together with all taxes within sixty (60) days of inception of this Policy, in default of which **Insurers** will have the right to cancel the Policy in accordance with Clause 2 (Cancellation) above.

Section 5 - General Conditions

12 Reasonable Steps

Notwithstanding Without prejudice to the Claims Conditions in this Policy, the **Insured** shall take all reasonable steps to avoid or mitigate any loss, damage or liability that may result in any **Claim** or **Circumstance** notifiable under this Policy

13 Rights of Third Parties

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999, or otherwise it is hereby agreed that:

- 13.1** this Policy does not confer and does not purport to confer any rights upon any third party (whether or not an interest of any third party is noted in this Policy);
- 13.2** the parties hereto shall be entitled to rescind or vary this Policy without the consent of any third party (whether or not any interest of any third party is noted in this Policy); and
- 13.3** in the event of proceedings by a third party against the **Insurers** for the enforcement of a term of this Policy the **Insurers** shall have available to them by way of defence and set-off any matter which would have been available by way of defence and set-off if the proceedings had been brought by the **Insured**.

14 Several Liability

The subscribing **Insurers'** obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurers** are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations hereunder.

15 Waiver or Amendment

The terms of this Policy can only be waived or changed by endorsement issued by **Insurers** or intended to be issued by **Insurers** to form part of this Policy. No other act, omission, course of dealing, forbearance, delay, or indulgence of any kind whatsoever by **Insurers**, whether by their officers, employees, servants, agents or otherwise, can be treated or relied upon as a waiver or change of any of the terms of this Policy.

Endorsements

The endorsements shown below, only apply to your policy if the endorsement number is specified in your policy schedule and they are subject to the terms, conditions and limitations of this policy.

NV1 - INEFFECTACY CLAUSE

This Policy will not indemnify the **Insured** for any sum or sums which the **Insured** may become legally liable to pay arising from the failure of a Product (or any part thereof) to fulfil the purpose for which it was designed or to perform as specified, warranted or guaranteed.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV2 - POLLUTION EXCLUSION

This Policy will not indemnify the **Insured** for any sum or sums which the **Insured** may become legally liable to pay arising from any **Claim** or **Claims** made against the **Insured** based upon or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV3 - FAILURE TO MAINTAIN INSURANCES EXCLUSION

This Policy will not indemnify the **Insured** for any sum or sums which the **Insured** may become legally liable to pay arising from their failure to effect or maintain insurances.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV4 - LIBEL AND SLANDER EXCLUSION

This Policy will not indemnify the **Insured** for any sum or sums which the **Insured** may become legally liable to pay arising from any **Claim** or **Claims** made against the **Insured** arising from any actual or alleged Libel or Slander.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV5 - LEGAL ADVICE EXCLUSION

This Policy will not indemnify the **Insured** for any sum or sums which the **Insured** may become legally liable to pay arising from any **Claim** or **Claims** made against the **Insured** arising directly or indirectly from any legal advice.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV6 - SEXUAL CONDUCT ENDORSEMENT

Underwriters shall not be liable for:

any **Claim** arising from actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not.

However, if a **Claim** has been notified in accordance with Policy Terms and Conditions, this Exclusion shall not apply to Civil Actions following which the **Insured** is found not to be guilty when Underwriters will indemnify the **Insured** for **Defence Costs**.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV7 - MEDICAL SERVICES EXCLUSION

Underwriters shall not have any liability under this Policy for, or directly or indirectly arising out of, or in any way involving the provision of healthcare services by any healthcare professional (including but not limited to surgical, medical and dental practitioners, nurses and midwives, professions allied to medicine, ambulance personnel and paramedics, laboratory staff and relevant technicians) or others acting under the control of or supervision of such persons.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV8 - SURVEYING AND/OR VALUATION EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving surveying and/or valuation work.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV9 - VICARIOUS LIABILITY EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving the **Insured's** vicarious liability for acts, errors or omissions of persons introduced, recommended, recruited or supplied by the **Insured**.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV10 - FINANCIAL SERVICES EXCLUSION – ABSOLUTE

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any Regulated Business.

For the purpose of this endorsement, "Regulated Business" means all activities regulated under the Financial Services and Markets Act 2000 as set out in Section 22 of the Financial Services and Markets

Endorsements (continued)

Act 2000 and regulations made thereunder.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV11 - FINANCIAL SERVICES EXCLUSION – ABSOLUTE (OVERSEAS)

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any financial advice or investment advice.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV12 - CONSEQUENTIAL LOSS EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving:

Any damages, loss or expense whatsoever except for Rectification Costs, including but not limited to business interruption and interference.

For the purposes of this endorsement 'Rectification Costs' shall mean the costs necessarily incurred to correct any negligent design or specification, but not any other damage or loss resulting directly from the negligent design or specification. Any profit element of any professional fee incurred by the **Insured** is excluded. Where professional fees are incurred by the **Insured**, the **Insurer's** prior and continuing consent must be obtained.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV13 - ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION

It is hereby understood and agreed that this Policy shall not provide any indemnity for any loss or losses directly or indirectly arising out of, or in any way involving Death, Bodily Injury or Property Damage.

For the avoidance of doubt, the following definitions shall apply:

Death or Bodily Injury shall include but not be limited to: bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person.

Property Damage shall include:

any damage to or destruction or loss of any property including loss of use.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV14 - PRODUCTS LIABILITY EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any

goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the Insured or any breach of any contract for the provision of any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **Insured**.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV15 - SAFETY CRITICAL SYSTEMS AND PRODUCTS LIABILITY EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any safety critical system or any safety critical goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **Insured** or any breach of any contract for the provision of any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **Insured**.

A Safety-Critical System or product may include but is not limited to a system or product whose failure or malfunction may result in:

- death or serious injury to people, or
- loss or severe damage to equipment or property
- environmental harm.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV16 - LOSS OF DOCUMENTS

Underwriters shall indemnify the **Insured** for reasonable and necessary costs, incurred with the **Insurer's** prior written consent, of repair, replacement or reconstitution of any **Document** which has been unintentionally destroyed, damaged, lost or mislaid (and which after diligent search cannot be found) the occurrence of which has been discovered and Notified during the **Period of Insurance**. However, the **Insured** will not be indemnified-in relation to any **Document** which is kept in magnetic or electronic form unless such **Document** is duplicated and the duplicate is stored separately as a back-up, off site or in a secure fire proof safe.

"**Document**" means all records arising from the **Insured's** Business, whether kept in paper (excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities and the like), magnetic or electronic form, belonging to the Insured or for which the Insured is legally responsible, whilst in the custody of the Insured, or in the custody of any person other than the owner to or with whom they have been entrusted, lodged or deposited by the Insured in the ordinary course of the **Insured's** Business.

Endorsements (continued)

Underwriters' total liability under this clause shall not exceed GBP 250,000 in the aggregate including costs and expenses whether or not the **Claim** or loss also arises under any other insuring clause.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV17 - TOUR OPERATORS LIABILITY EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving the operation or arrangement by or on behalf of the **Insured** of travel, accommodation or leisure facilities. Furthermore, the **Insurer** shall have no liability arising directly or indirectly from the insolvency or bankruptcy of any tour operator or any travel agent or any supplier of services.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV18 - SOIL SAMPLING FOR THE PURPOSES OF CONSTRUCTION

Underwriters shall not have liability under this policy for any loss or losses arising directly or indirectly from the removal of soil samples which are then used to determine if the ground is suitable for construction

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV19 - CLIENT SIGN-OFF CLAUSE

It is hereby warranted and agreed that the **Insured** will receive sign-off and agreement from the appropriate client prior to the release of any advertising, marketing or promotional material.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV20 - COMPETITION WORK EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving, any work relating to competitions.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV21 - CELEBRITY WORK EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving, any work for on behalf of or featuring celebrities.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV22 - RESTORATION AND VALUATION EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving restoration and/or valuation work.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV23 - INVESTMENT ADVICE EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving financial or investment advice.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV24 - PRINTERS ERRORS AND OMISSIONS EXCLUSION

Underwriters shall not have any liability under this Policy for, or directly or indirectly arising out of, or in any way involving:

- a) printing errors and/or omissions
- b) the cost of reprinting any publication
- c) any costs and/or **Defence Costs** and expenses incurred by the **Insured** as a consequence of the destruction or withdrawal of, or amendment or alteration to, any publication.

All other terms, conditions, exclusions and limitations in this Policy remain unaltered.

NV25 - PRODUCTION LINE EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving production or assembly line work.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV26 - INSTRUCTION MANUALS EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving Instruction manuals.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV27 - LENDING EXCLUSION

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving work relating to the lending of money.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Endorsements (continued)

NV28 - EXCLUDING POLITICAL ACTIVITIES

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any political activities, lobbying, protests or demonstrations of any kind.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV29 - EXCLUDING WORK PERFORMED FOR BANKS OR FINANCIAL INSTITUTIONS

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving work on behalf of banks or financial institutions.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV30 - PROJECT MANAGERS EXTENSION

The definition of **Insured's** Business shall include the **Insured's** activities as manager of a project where the **Insured** is remunerated with a fee for its services as project manager provided always that this extension shall only apply to the **Insured's** liability for negligent acts, negligent errors or negligent omissions committed by the Insured and/or any **Employee** and only to the extent that such liability arises from the **Insured's** control and/or supervision of the contract.

The **Insurer** shall not have any liability under this endorsement for, or directly or indirectly arising out of, or in any way involving:-

- 1) any **Claim** resulting from failure for whatever cause to procure or maintain any financing for the payment of contract work or services;
- 2) any **Claim** which would normally be the responsibility of the building or engineering contractor if a separate project manager had not been appointed;
- 3) any **Claim** as a result of failure to effect and/or maintain insurance;
- 4) the insolvency of any of the parties involved in the project;
- 5) any liability assumed by the **Insured** under contract unless the liability of the **Insured** would have existed to the same extent in the same amount and to the same persons in the absence of such contract;
- 6) any error or omission by the **Insured** arising from estimating probable construction cost or from cost estimates being exceeded, but this exclusion shall not apply to any liability arising out of the activities and duties normally undertaken by quantity surveyors.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV31 – INTERNET SERVICES EXCLUSION

The **Insurer** shall not be liable in respect of any **Claim** where:

- a) Where the **Insured** acts as manager of the means of payment in relation to services or goods sold on the internet.
- b) Arising from obscene, blasphemous or pornographic material.
- c) Arising from any third party material contributed to bulletin boards interactive forums or news groups.

NV32 – STRUCTURAL DESIGN EXCLUSION

The **Insurer** shall not be liable in respect of any **Claim** arising from the design of structures.

Subject otherwise to all terms exclusions and conditions of this insurance.

NV36 – UNDERWRITING LOSSES EXCLUSION

This Policy will not indemnify the **Insured** for any of the following:

- a) Underwriting losses of the insured; and/or
- b) Disputes over **Claims**, brought, or attempted to be brought under any contract of insurance or assurance policy or contract of reinsurance or reassurance or bond or self-insurance programme provided by, or on behalf of the **insured**; and/or
- c) Any intentional breach of any underwriting authority granted to the **insured**

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

NV37 - ABSOLUTE BODILY INJURY EXCLUSION:

It is hereby understood and agreed that this Policy shall not provide any indemnity for any loss or losses directly or indirectly arising out of, or in any way involving Death or Bodily.

For the avoidance of doubt, the following definitions shall apply:

Death or Bodily Injury shall include but not be limited to: bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Endorsements (continued)

NV38 - TAX ADVICE EXCLUSION:

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any tax advice.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Complaints Procedure

HOW TO MAKE A COMPLAINT

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact:

Intasure
AMP House
Dingwall Road
Croydon
Surrey
CR0 2LX
United Kingdom

Tel No: +44(0)208 274 6777

Policy Queries Email: admin@intasure.com

Claims Email: claims@intasure.com

Any complaints should be reported to **Insurers** at the following address and **Insurers** will deal with the complaint quickly and efficiently and attempt to resolve it as soon as possible.

The Channel Syndicate
10 Lime Street
London
EC3M 7AA

Tel: +44 (0)20 3535 5070

E-mail: Complaints@channel2015.com

In the event that you remain dissatisfied with us then you may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:
Complaints
Lloyd's
One Lime Street
London EC3M 7HA

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: complaints@lloyds.com

Website: www.lloyds.com/complaints

In the event that **Insurers** are unable to resolve the complaint to the **Insured's** satisfaction, then the **Insured** may be able to refer the matter to the Financial Ombudsman Service if the **Insured** is an eligible complainant. They can be contacted at:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Tel: +44 (0)800 023 4567

<http://www.financial-ombudsman.org.uk/>

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

Making a complaint does not affect your right to take legal action.

DEFINITION OF AN ELIGIBLE COMPLAINANT

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed GBP/€2 million, a charity with an annual income of less than GBP/€1 million or a trustee of a trust with a net asset value of less than GBP/€1 million at the time of the complaint. The FOS will only consider your complaint if you have given Intasure or the underwriter the opportunity to resolve it.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Channel Syndicate 2015 at Lloyd's, 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 website: www.fscs.org.uk.

ENQUIRIES: +44 (0)208 253 0842

+44 (0)345 303 2725

Mon - Fri 9am - 5.30pm

CLAIMS: +44 (0)345 111 0672

(24 Hours)



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+44 (0)345 303 2725

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www.intasure.com/business