

EN01 Professional Indemnity Insurance for Consulting Engineers

This is a brief summary of the cover we provide under our Professional Indemnity Certificate for Consulting Engineers. Full details of the cover, terms and conditions are found in the Certificate wording which we have provided to your insurance broker or agent.

Certificate Reference: EN01
Insurance Type: Professional Indemnity

Section 1 Type of insurance and cover

The Certificate provides cover for third party claims made against you as a result of a breach of your professional duty.

We will insure you up to the Limits of Indemnity specified on the Certificate schedule.

There are a number of areas for which we exclude or limit cover - these are listed as Certificate Exclusions in this summary.

Professional Indemnity is underwritten on a claims-made basis. This means that we will only handle and settle claims that are first made during the period of insurance and notified within 14 days of any claim or intimation of a claim against you or of your becoming aware of circumstances that may result in a claim being made against you.

The payment of the costs of defending a claim against you is detailed in the Certificate schedule.

Where this states that such costs are payable in addition to the Limit of Indemnity, we will also reimburse you (in addition to the amount we pay to third parties) up to the Limits of Indemnity provided by your Certificate for the costs incurred in the defence or settlement of claims under the insurance. Where such costs are shown as being included in the Limit of Indemnity, this becomes the limit of our total liability under the Certificate.

Cover is provided for the following

- **Full Civil Liability**
- Economic loss, accidental injury and property damage resulting from your negligence, error or omission
- Breach of third party intellectual property rights (other than patents)
- Loss of third party documents or data in your custody or control
- Dishonesty of your employees (other than that which you knew about) but please note that we do not provide indemnity for the dishonest persons themselves
- Defamation
- Breach of confidential third party information
- Computer virus or other malware transmission (provided this is not written by you or your employee or contractor)
- Liability arising from an adjudication under the Housing Grants Construction and Regeneration Act 1996
- Liability for breach of a collateral warranty
- Any costs incurred in relation to any claim under the Certificate (including costs incurred in the defence of any proceedings brought against you under The Health & Safety at Work & Act 1974 The Health & Safety at Work (Northern Ireland) Order 1978 the Construction (Design & Management) Regulations 1994)

Section 2 Certificate Exclusions

The following exclusions will apply to your Certificate

- Any Survey or Valuation unless undertaken by a qualified person
- Claims that arise solely because you have extended your liability in a contract with another party
- Claims where you contract to construct manufacture erect install or supply materials or equipment
- Claims for bodily injury or property damage unless arising from a design specification feasibility study technical information calculation or survey
- Claims arising from the actions of any subcontractor where you have waived or limited your rights of subrogation against such subcontractor
- Pollution
- Claims arising from Products supplied by you
- Claims covered by other policies or certificates of insurance
- Fines, penalties and liquidated damages and punitive or exemplary damages
- Claims made by related entities (i.e. where your principals have a controlling interest) unless the claim results from a totally independent third party

Certificate Exclusions (Cont')

- Your participation in partnerships or joint ventures that are not insured under this Certificate
- Your failure to obtain and/or maintain adequate insurance or contract finance
- Employers Liability claims
- Your insolvency or trading losses
- The use or ownership of animals, aircraft, watercraft or vehicles licensed for road use
- Loss of or damage to property in your custody or control (other than third party documents or data)
- Your directors' and officers' fiduciary duties to manage your business
- Pension or Trustee Liability claims
- Claims that should have been notified to a previous insurer under their policy or certificate
- Claims made in the United States of America or Canada
- Claims for war, government action, terrorism, radioactive contamination and sonic bangs
- Claims arising from asbestos
- Claims resulting from deliberate acts or known defects in your services or products provided

Section 3 General Conditions

The Certificate is voidable

- if you misrepresent any fact to us or make any claim, knowing it to be false as regards any amount claimed or otherwise
- if your interest ceases, the business is wound up, liquidated, in receivership or otherwise discontinued

Conditions Precedent

These are conditions with which you must comply and failure to do so will invalidate your right to indemnity under this Certificate. You must

- take all reasonable precautions to prevent or minimise loss
- maintain the premises and all machinery in a good state of repair
- exercise reasonable care in the selection of competent employees
- comply with relevant statutory requirements, manufacturer's instructions or other regulations regarding the safety of property and persons
- pay the premium within the period specified by your insurance broker or advisor
- not admit liability or settle any claim made against you

Section 4 Claims Conditions

- Claims must be notified within 14 days
- We can conduct the defence of any claim in your name
- It is a condition precedent that you do not admit liability or settle any claim made against you
- You must provide us with all information and assistance we require within 7 days of request and at your own cost
- Neither of us shall be required to contest any claim unless a Queen's Counsel advises that there is the reasonable prospect of success
- We may pay you the Limit of Indemnity at any time in the handling of a claim and have no further liability under the Certificate
- Where you have prejudiced the settlement or cost of a claim, our liability shall be reduced proportionately
- No cover shall apply where you breach a Certificate warranty
- If we disagree only in respect of how much should be paid for a particular claim, such dispute shall be referred to an arbitrator

Section 5 Further information about your Certificate

Period Territorial Limits & Jurisdiction

Your Certificate covers you for work you undertake anywhere in the world (unless stated otherwise on the Certificate schedule) and the Certificate period is set out in the Certificate schedule but will usually be for a period of 12 months from the date on which we agree to commence cover.

Any dispute between us concerning the cover provided will be settled using the law of England and Wales unless we have agreed otherwise.

keyfacts



Cancelling your Professional Liability Insurance

If you have not made a claim under the Certificate, you may cancel it at any time by returning the Certificate, schedule and any endorsements to your broker or agent with written instructions to cancel. You will be entitled to a proportionate refund of the premium for the outstanding period to the expiry date of the Certificate unless this would produce a premium less than the minimum amount at which we would have underwritten the cover. Full details of our minimum premiums are available from us.

If you have made a claim under the Certificate during the period of insurance in question, no refund of premium will be provided.

We may cancel your Certificate by giving 30 days notice by registered post to your last known address. In the event of us doing this, you will be entitled to a proportionate refund of the premium for the outstanding period to the expiry date of the Certificate unless this would produce a premium less than the minimum amount at which we would have underwritten the cover.

Claiming under your Professional Liability Insurance

All claims made under this Certificate are handled in the first instance by our partners, Devonshire Claims Services. If you believe that you have a claim under your Certificate you should therefore contact

Devonshire Claims Services
5th Floor Minster House
42 Mincing Lane
London, EC3R 7AE

Your rights if things go wrong

If you have a complaint about your Certificate you should write to The Managing Director of Glemham Underwriting Limited at the following address who will investigate the matter for you. Please remember to quote your Certificate or claim number.

1 Pound Farm Cottages
Great Glemham
Saxmundham
Suffolk, IP17 2DQ

In the event that you remain dissatisfied, you can refer the matter to the Complaints Department at Lloyd's.

Complaints Department
Lloyd's
One Lime Street
London EC3M 7HA
Tel No: 020 7327 5693 Fax: 020 7327 5225 E-mail: Complaints@Lloyds.com.

You are also entitled to refer the dispute to The Financial Services Authority at

The Financial Services Authority
25 The North Colonnade
Canary Wharf
London, E14 5HS

Please note that following any of these procedures will not affect your right to take legal action.

About your Insurer

Your Certificate is underwritten by Underwriters at Lloyd's and arranged, under a binding authority from the Underwriters, by Glemham Underwriting Limited. Glemham Underwriting is authorised and regulated by the Financial Services Authority and is a Lloyd's Coverholder.

Glemham Underwriting Limited may be contacted at 1, Pound Farm Cottages, Great Glemham, Saxmundham, Suffolk, IP17 2DQ. Tel No 01728 664196. Fax 01728 664197.
