



BUILDING ENGINEERING CONTRACTORS
PROFESSIONAL INDEMNITY INSURANCE
POLICY WORDING



THANK YOU FOR CHOOSING EUNA UNDERWRITING

Important

This document provides details of *your* Policy and the terms, conditions, limitations and exclusions that apply. This Policy is a legal contract. Please read it carefully to ensure that it is in accordance with *your* requirements and that *you* understand its terms, conditions, limitations and exclusions and any endorsements.

Your insurance intermediary who arranged this Policy should be contacted immediately if there are any errors in the Policy or *you* do not understand any part of this contract.

Please keep this document in a safe place

This Policy document consists of individual insurance sections. These should be read in conjunction with The Schedule pages which gives the precise details of the extent of *your* insurance protection.

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BUILDING & ENGINEERING CONTRACTORS CERTIFICATE OF INSURANCE

Introduction

Thank *you* for choosing to take this Policy through Euna Underwriting Limited.

This is *your* Policy setting out *your* insurance protection in detail.

The premium(s) has been based upon the information shown within The Schedule(s) and recorded in the written Proposal Form *you* have signed and dated or declarations *you* have made to *us*.

Please read *your* Policy documentation carefully to make sure that it meets with *your* requirements and that the details on The Schedule(s) are correct.

If after reading *your* Policy documentation *you* have any questions please contact *your* insurance broker / consultant.

Our commitment to *you*

We aim to provide a consistently excellent service to all *our* customers. *We* therefore take all complaints *we* receive very seriously and aim to resolve all of *our* **customers' problems promptly** and to their satisfaction. To ensure that *we* provide the kind of service *you* expect *we* welcome *your* feedback. *We* will record and then analyse *your* feedback to make sure *we* are able to continually improve the services *we* provide.

Signed on Behalf of
Euna Underwriting Limited



Peter Newson
Underwriting Manager – Professional Risks
Euna Underwriting Limited

DEFINITIONS

1. Agent means
any person or firm including specialist designers consultants or sub-contractors of *yours* or *your* Predecessors engaged in the performance of the Professional Activities and Duties provided that the rights of recourse against such specialist designers consultants or sub-contractors are not waived or otherwise impaired
2. Asbestos means
Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
3. Asbestos Containing Materials means
any material containing Asbestos or Asbestos Dust
4. Asbestos Dust means
fibres or particles of Asbestos
5. Asbestos Risk Exposure means
 - a) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials
 - b) the release of Asbestos Dust
 - c) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials
6. Bodily Injury means
Death disease illness bodily or mental injury
7. Claim means
 - a) service of a Claim Form counterclaim other additional Claim application notice notice of appeal witness summons or similar legal document including an application for any related injunction or
 - b) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
 - c) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on *your* part or
 - d) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules
8. Defence Costs means
all costs and expenses (other than costs incurred in connection with Claims Condition 3b Dishonesty and Fraud) which are incurred by *us* or by *you* with *our* written consent in connection with the defence investigation or settlement of any Claim made against *you* and notified under this Insurance and in connection with any circumstances which might give rise to a Claim. *We* shall not unreasonably withhold *our* consent to the incurring of Defence Costs
9. Documents means
all
 - a) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
 - b) computer systems records *Your* Property for which *you* are responsible
10. Employee means
any person including any trainee or consultant or labour master or labour only sub-contractor or person supplied by any of them under a contract of service with *you* or *your* predecessors in respect of *your* **Professional Activities and Duties** at the time of any conduct giving rise to a Claim against *you* or at the time of any other occurrence which may be the subject of indemnity under this Insurance
11. Endorsement means
an amendment to the Policy Terms and Conditions including amendments described as Endorsements in The Schedule
12. Goods and Products means
any goods or products (including containers labelling instructions or advice provided in connection therewith) which are sold supplied erected repaired altered treated or installed by *you* in the course of *your* **Professional Activities and Duties**

13. *Insured / You / Your / Policyholder*

means

the *Insured* as named in the Schedule. Each of the following parties will in addition be deemed the *Insured* in respect of Claims arising out of the conduct of the **Professional Activities and Duties** provided that each shall be subject to the terms of this insurance to the extent such terms can apply

- a) any current partner director or Member or former partner director or Member of the *Insured* or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or Member or former partner director or Member
- b) any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee
- c) any subsidiary company of the first named party and which is named in The Schedule operating in or from premises in the United Kingdom.

14. Member means

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

15. Microchip means

a unit of packaged computer circuitry manufactured in small scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers

16. North America means

the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof

17. North American Claim means

each and every Claim brought against *you* in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply

18. Offshore means

from the time of embarkation by an Employee onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that Employee from a conveyance onto land upon return from an offshore rig or offshore platform

19. Policy means

- a) the scope of cover, exclusions, conditions, definitions, Schedule and other terms contained herein;
- b) any endorsement to this Policy whether issued at the inception of the Policy or during the period of insurance; and
- c) the Proposal.

20. Pollution means

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

21. Predecessors means

any person practice or other firm to which *you* have succeeded

22. Professional **Activities and Duties** means the performance by *you* or *your* predecessors or on *your* behalf of any professional
- a) design or specification
 - b) supervision of construction
 - c) feasibility study including work in relation to applications for planning consent
 - d) technical information calculation
 - e) surveying
 - f) CDM co-ordination services or planning supervisory services in connection with the Business undertaken only by or under the direction and direct control of a qualified architect engineer surveyor quantity surveyor or other person having other relevant professional qualifications appropriate to the work undertaken or having a minimum level of experience of five years in undertaking such work

For the avoidance of doubt **Professional Activities and Duties** does not include supervision by *you* of *your* own or *your* **subcontractors' work** where such supervision is undertaken in *your* capacity as building or engineering contractor and *you* have no responsibility under the contract for provision of design. Such supervision will however be included within the **Professional Activities and Duties** whenever *you* have provided all of the design element of *your* building or engineering contracts or sub-contractors

23. Proposal Form means the proposal form or Statement of Fact along with any declaration completed in respect of this Insurance including any renewal declaration and any information supplied by or on *your* behalf in addition to or in substitution for these documents
24. Statement of Fact means The document which provides details of;
- a) *you* and all material information relevant to this Insurance
 - b) assumptions made by *us* about material information
- If this information or these assumptions are incorrect *you* must inform *us* as soon as possible

25. System means computers other computing and electronic equipment linked to computer hardware electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation
26. Terrorism means an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or **violence of Her Majesty's government in the United Kingdom** or any government whether legally established or not
27. Virus means programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a system transmitted between systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not
28. War Risks means war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
29. *We / Us / Our / Euna* means *Euna* Underwriting Limited acting as an Agent on behalf of Insurers whose identity and proportionate liability are stated in The Schedule
30. *Your* Contribution means the amount for which the *Insured* is responsible under Insurance Clauses 1 (Negligence Breach of Confidentiality and Infringement of Intellectual Property Rights) 2 (Dishonesty) 3 (Libel and Slander) 4A) (Loss of or Damage to Documents - Liability at law) 5 (Migration of Losses) 6 (Joint Venture or Consortium) and 7 (Defence Costs) of this Insurance in respect of any one Claim

INTERPRETATION

In this Insurance:

1. the singular includes the plural and vice versa
2. the male gender includes the female and neutral genders
3. references to any act or law include any rule order regulation or other similar instrument made thereunder and shall include any amendment replacement consolidation or re-enactment of such act or law
4. any legal references within this Insurance shall include any equivalent legal provision in the jurisdiction of ordinary residence of the *Insured* or location of the risk *Insured* provided that such jurisdiction falls within the territorial scope of this insurance
5. the use of headings and subheadings is for ease of reference only and is not intended to be construed as an aid to interpretation
6. any sentence commencing with the terms **"including" or "includes" or any similar** expression is only intended to be construed as illustrative and not as exhaustive

The Limits of Indemnity

7. *Our* liability shall not exceed the Limit of Indemnity specified in The Schedule
8. Where *we* are liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity stated in The Schedule
9. All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

1.1 The Contract of Insurance

This is a "Claims made" insurance Policy

This insurance covers only Claims or losses made and notified to *us* during the stated period of insurance (please refer to The Schedule)

The Policy and The Schedule should be read together and form the contract of insurance between *you* the *Policyholder* and *us*.

In return for *your* premium for the stated period of Insurance *we* will provide the insurance(s) described in this Policy document subject to the terms and conditions for the Period of Insurance shown in The Schedule and any subsequent period for which *you* shall pay and *we* shall agree to accept the premium

Important note:-

OUR REMEDIES FOR THE INSURED'S BREACH OF THE DUTY OF FAIR PRESENTATION:

If prior to entering into this Policy the *Insured* shall breach the duty of fair presentation the remedies available *us* are set out below.

If the ***Insured's*** breach of the duty of fair presentation is deliberate or reckless, *we* may avoid the contract and refuse to pay all claims; and need not return any of the premiums paid.

If the ***Insured's*** breach of the duty of fair presentation is not deliberate or reckless *our* remedy shall depend upon what *we* would have done if the *Insured* had complied with the duty of fair presentation:

(a) If *we* would not have entered into the contract at all *we* may avoid the contract and refuse all claims but must return the premiums paid.

(b) If *we* would have entered into the contract but on different terms (other than terms relating to the premium) the contract is to be treated as if it had been entered into on those different terms from the outset if *we* so require.

In addition if *we* would have entered into the contract but would have charged a higher premium *we* may reduce proportionately the amount to be paid on a claim (and if applicable the amount already paid on prior claims). In those circumstances, Underwriters shall pay only X% of what it would otherwise have been required to pay where $X = (\text{premium actually charged/higher premium}) \times 100$

Law applicable to the Policy

The law which applies to this contract maybe agreed between *you* and *us*. However unless specifically agreed otherwise the law which applies is the law applicable in the part of the United Kingdom Channel Islands or the Isle of Man. The full details will be provided within *your* Policy documentation.

This Policy (and The Schedule which forms an integral part of the Policy) is a legal contract. Please review it thoroughly to ensure it meets with *your* requirements. If it does not please advise *your* insurance broker / consultant immediately.

1.2 Scope of Cover

We will indemnify *you* against liability at law for damages and Claimant's costs and expenses in respect of Claims arising out of the conduct and execution of the **Professional Activities and Duties** first made against *you* and notified to *us* during the Period of Insurance for

1. a) Negligence
- b) Breach of Confidentiality
- c) Infringement of Intellectual Property Rights including patents copyrights or the unauthorised use of systems or designs occurring or committed in good faith by *you* or any Employee any Agent the Predecessors or any other person firm or company acting jointly with *you*

The foregoing indemnity extends to include liability which *you* may incur in respect of any Claim or Claims first made against *you* during the Period of Insurance as a result of any

1. decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 or an adjudication clause or rules contained in a contract
2. award by an arbitrator or tribunal of arbitrators

2. Asbestos Risks Exposure

We will indemnify *you* against any Claim made against *you* and notified during the Policy Period directly or indirectly arising out of or connected with the presence of or any form of release of asbestos in any form or any material containing asbestos but only where the Claim arises directly from a negligent act, negligent error, negligent omission or breach of statutory duty by *you* in the performance of its contractual obligations. *Our* liability during any one Policy Period in respect of this clause shall not exceed GBP 1,000,000 or the Limit of Indemnity shown in the Schedule whichever is the lesser. We shall not be liable to indemnify *you* for any loss arising out of Bodily Injury or fear of suffering Bodily Injury. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule.

3. Dishonesty

We will indemnify *you* for any Claim arising out of any dishonest or fraudulent act or omission on the part of any Employee or Agent provided that

- a) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- b) We shall not be liable for any Claim arising from any dishonest or fraudulent act or omission committed by
 - 1) any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person
 - 2) any director of *yours*
4. Libel and Slander committed by any partner Member former partner Member or principal of *yours* or any Agent Employee or the Predecessors provided that *we* shall not be liable for any Claim arising from personal spite or ill will towards any Claimant
5. Loss of or Damage to Documents

Notwithstanding Exclusion 4 *we* will in the event of loss of or damage to Documents occurring in the course of the conduct of the Business and advised to *us* during the Period of Insurance indemnify *you* in respect of

- a) all sums which *you* shall become liable at law to pay in consequence of such loss or damage
- b) all costs and expenses reasonably incurred by *you* in replacing or restoring such Documents up to a maximum of GBP250,000 during the Period of Insurance Provided that
 - 1) such loss or damage is sustained while the Documents are either in transit or in *your* the custody or of any person to whom *you* have entrusted them
 - 2) where Documents are in electronic format *you* can demonstrate to *our* reasonable satisfaction that *you* had in place sufficient and proper procedures for the security and the daily back-up of Documents
 - 3) We shall not be liable under Insurance Clause 4 for any costs or expenses in respect of loss of or damage to Documents arising directly or indirectly from
 - a) the transmission or impact of any Virus
 - b) unauthorised access to a System

6. Mitigation of Losses

We will indemnify *you* against costs and expenses necessarily incurred with *our* prior written consent in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a Claim under this insurance. The onus of providing a loss or potential loss under this Insurance shall be upon *you* who will be obliged to give prior written notice to *us* during the Period of Insurance of the intention to take action that will incur such costs and expenses

7. Joint Venture and/or Consortium Clause

We will indemnify *you* in respect of any liability for work undertaken by any firm company or individual with whom *you* are operating jointly and any joint venture and/or consortium which includes *you* but in respect of *your* liability only and in so far as an indemnity is provided under Insurance Clauses 1- 6

8. Defence Costs

We will pay Defence Costs incurred by *us* or by *you* with *our* written consent in connection with any Claim under Insurance Clauses 1-7

9. Prosecution Defence Costs

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

- a) such alleged breach arises out of the conduct of the Professional Activities and Duties and
- b) the circumstances giving rise to the legal proceedings could otherwise be the subject of a Claim in relation to liability at law under this Insurance and
- c) in *our* reasonable opinion the defence of such legal proceedings would assist in the defence of any subsequent or concurrent civil liability Claim against *you* arising from such circumstances and
- d) *Our* liability shall not exceed GBP100,000 in the aggregate in any Period of Insurance and
- e) We shall not be liable in respect of the first GBP1,000 of costs and expenses incurred in respect of each prosecution

10. Legal Representation Costs (official investigation or other proceedings)

We will pay 80 per cent of costs charges and expenses which are not indemnified as Defence Costs under Insurance Clause 8 incurred by *you* with *our* prior written consent for representation at any official proceedings investigation examination enquiry or other proceedings first instigated against the *Insured* and notified to *us* during the Period of Insurance in respect of any occurrence which may be the subject of indemnity under this Insurance Provided that the *our* liability shall not exceed GBP100,000 during the Period of Insurance

11. Compensation for Court Attendance

In the event of

- a) the legal advisers acting on *your* behalf with *our* consent requiring any principal partner Member director or Employee of the *Insured* to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- b) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation in connection with a Claim made against *you* and notified under this Insurance we will provide compensation to *you* at the following rates for each day on which attendance is Required
 - a) Any principal partner Member or director of the *Insured* GBP500
 - b) Any Employee GBP250
 - c) other relevant party up to GBP200.

1.3 Exclusions

This section excludes and does not cover;

1. Adjudication and Arbitration

Any Claim arising out of or related to any;

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

2. Bodily Injury to Employees

Any liability arising out of bodily injury to an Employee arising out of and in the course of their employment for *you* or on *your* behalf.

3. Bodily Injury to Others or Damage to Property

Any liability arising out of bodily injury to any other person or loss of or damage to property unless arising advice design specification or omission to perform a professional duty.

4. Contractual Liabilities and Guarantees

Any Claim arising from any contractual agreement in respect of

- a) any express guarantee given by *you* or
- b) any express contractual penalty made between *you* and a third party or
- c) any acceptance by *you* of liability for liquidated damages

In so far as liability assumed by *you* exceeds the amount of *your* liability in the absence of such agreement.

5. Controlling Interest

Any Claim made against *you* by;

- a) any entity in which *you* or any partner Member or director or any combination of partners Members or directors of *yours* exercises or has exercised a controlling interest
- b) any entity exercising a controlling interest over *you* by virtue of their having a financial or executive interest in *your* operation

unless such Claim emanates from an independent third party

6. Defective workmanship

Any Claim arising out of defective workmanship or defective materials or the failure to supervise or inspect work carried out

7. **Directors' and Officers' Liability**

any Claim against *you* in *your* capacity as a director officer or trustee in respect of the performance or non-performance of *your* duties as a director officer or trustee

8. Dishonesty

Any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person.

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature.

9. Effecting insurance

Any Claim arising out of the effecting or maintenance of insurance

10. Employment

Any Claim arising from any liability to any Employee former Employee or prospective Employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct.

11. Estimates

Any Claim arising in connection with the estimate of construction costs where such estimates are undertaken in *your* capacity as building or engineering contractor

12. Finance

Any Claim arising out of the provision of finance or advice on financial matters

13. Fines Penalties and Punitive Damages etc.

Any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award.

14. Goods and Products

- a) any Claim arising out of the supply of any goods by *you* or on behalf of *you* or products manufactured constructed altered repaired treated sold supplied or distributed by *you* or on *your* behalf
- b) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by *you* of goods or products.

15. Insolvency of the *Insured*

Any Claim arising out of or relating to *your* insolvency or bankruptcy provided that this Exclusion shall not apply to any Claim;

- a) in respect of monies held on behalf of third parties or
- b) for which *you* would otherwise be indemnified by this Insurance but for *your* insolvency or bankruptcy.

16. Nuclear

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

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

17. Other Policies

Circumstances where *you* are entitled to indemnity under any other Policy of insurance

18. Pollution

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

Activities and Duties

Provided that *our* liability for civil liability and Defence Costs arising out of all such Claims notified during the Period of Insurance shall be the amount stated as the Limit of Indemnity in the Schedule but shall apply in the aggregate and not any one Claim

19. Previous Claims or Circumstances

- a) the consequence of any circumstance
 - 1) notified under any insurance which was in force prior to the inception of this Insurance
 - 2) known to *you* or which should have been known to *you* at the inception of this Insurance which might reasonably be expected to produce a Claim
- b) any Claim made against *you* prior to the Period of Insurance.

20. Sanction Limitation and Exclusion Clause

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover payment of such Claim or provision of such benefit would expose that insurer to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

21. Retroactive Date

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

22. Trading Losses

Any Claim arising out of or in connection with any trading losses or liabilities incurred by *you* or any business managed by or carried on by *you*

23. Transportation or Property

The ownership use occupation or leasing of mobile or immobile goods or property by *you* or on *your* behalf.

24. War and Terrorism

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

25. *Your* Contribution

Your Contribution

1.4 General Conditions

1. Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws. Unless the parties agree otherwise in writing *we* have agreed with *you* that the law which applies to this contract is the law which applies to the part of the United Kingdom in which *you* are based or if *you* are based in the Channel Islands or the Isle of Man the law of whichever of those two places in which *you* are based. The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which *you* are based or if *you* are based in either the Channel Islands or the Isle of man the courts of whichever of those two places in which *you* are based.

2. Consumer Credit Termination Clause

We reserve the right to terminate the Policy in the event that there is a default in instalment payments under any linked loan agreement.

3. Other Insurance

If at the time any Claim arises under this Insurance *you* are or would but for the existence of this Insurance be entitled to indemnity under any other Policy or policies *we* shall not be liable except in respect of any excess beyond the amount which would have been payable under such other Policy or policies had this Insurance not been effected.

4. Rights of Third Parties

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

1.5 Claims Conditions

1. Claims Notification

If *you* receive any claim during the Period of Insurance *you* must give written notice of such claim to the following address as soon as reasonably possible: -

Reynolds Colman Bradley LLP
Bury House, Bury Street
London EC3A SAR
Telephone: 020 7220 4700
Facsimile: 020 7220 4710
Email: eunaclaims@rcbllp.com

All claims must be notified to the above address prior to the expiry of the Period of Insurance.

If during the Period of Insurance *you* become aware of any circumstance which might reasonably be expected to lead to a Claim against *you* *you* must give written notice of such circumstance to *us* as soon as reasonably possible irrespective of either *your* views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed *your* Contribution. All circumstances must be notified to *us* prior to the expiry of the Period of Insurance. Any Claim that materialises from any circumstance notified to *us* in accordance with this Condition shall be deemed to have been made in the Period of Insurance.

2. Conduct of Claims

You will provide all such assistance as *we* may require in the handling of *your* Claim. *We* will be entitled to take over and conduct in *your* name the defence or settlement of any Claim or to prosecute in *your* name for *your* own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

However *we* shall not exercise any right of recovery in *your* name against any other party deemed the *Insured* except

- a) against any person who has committed or condoned any dishonest or fraudulent act or omission

Compliance by the *Insured* with any rules requirements directions or guidance of any Ombudsmen appointed pursuant to the provisions of the Financial Services and Market Act 2000 or the Central Bank and Financial Services Authority of Ireland Act

2004 will not constitute a breach of any Condition of this Policy

3. Dishonesty and Fraud

In respect of any Claim made in accordance with this Policy arising out of any dishonest or fraudulent act or omission;

- b) *you* must immediately take all reasonable steps to prevent further loss
- c) if requested *you* will take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- d) any monies recovered following action as described in 3b) above will be deducted from any amount payable under this Insurance.

4. Disposal of Claims

In connection with any Claim made against *you* *we* may at any time pay to *you* 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 less amount for which 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 Defence Costs for which *we* may be responsible under this Insurance in respect of matters prior to the date of such payment

5. Fraudulent Claims

If *you* make a fraudulent claim under this Policy, *we* shall not be liable to pay *you* any sums in respect of the fraudulent claim. *We* may recover from *you* any sums that *we* have already paid to *you* in respect of the fraudulent claim. *We* may by notice to *you* treat this Policy as terminated with effect from the date of the fraudulent act and need not return any of the premium paid.

6. Notification of Adjudications

You shall as a condition precedent to *your* right to indemnity in respect of any adjudication for which indemnity is available under 1.2 Scope of Cover (1. a, b and c)

- a) notify *us* within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract
- b) not serve any of the notices referred to in Claims Condition 2a) above without *our* prior written consent unless in *your* considered opinion service of those notices would not reasonably be expected to give rise to a Claim against *you*

We will have no liability under 1.2 Scope of Cover (1. a, b and c) in respect of any matter which *you* do not notify to *us* in accordance with the requirements of this Condition.

7. **Queen's Counsel Clause**

You will not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between *you* and *us* a similar authority) advise that such proceedings could be contested with the probability of success.

8. Supporting Documentation and Admissions

All documentation supporting any Claim must be forwarded to *us* immediately upon receipt.

No admission offer promise of payment or indemnity shall be made or given by or on *our* behalf without *our* written consent.

CLAIMS

Conditions that apply to the Policy and in the event of a Claim are set out in this Policy wording. It is important that *you* comply with all Policy conditions and *you* should familiarise yourself with any requirements.

Directions for Claim notification are included under Claims Conditions. Please be aware that Claims and circumstances that might reasonably be expected to produce a Claim against *you* must be notified to *us* as soon as possible to the following address:

Reynolds Colman Bradley LLP

Bury House, Bury Street

London EC3A SAR

Telephone: 020 7220 4700

Facsimile: 020 7220 4710

Email: eunaclaims@rcblip.com

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

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

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

For more detailed claim notification processes please refer to the Claims Condition section 1.5 of the Policy wording contained herein.

COMPLAINTS PROCEDURE

Any complaint *you* may have regarding this insurance Policy should be addressed to *Euna* Underwriting Professional Risks at the address shown below.

Please ensure that *you* provide details of *Your* Insurance Policy and in particular *your* Insurance Policy number to help *us* deal with *your* complaint efficiently and promptly.

Please address *your* complaint to:

Euna Underwriting Limited

2 America Square

London EC3N 2LU

Telephone: 020 3858 9885

Email: info@euna.com

If *you* are still unhappy following receipt of the final response *you* may be able to refer the dispute to the Financial Ombudsman Service who will review *your* case. The address is:

The Financial Ombudsman Service
Exchange Tower
1 Harbour Exchange Square
London E14 9SR

T: 0800 023 4567

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

www.financial-ombudsman.org

Please note that not all businesses are eligible for the Services of the Financial Ombudsman Service please refer to them for specific information.

COMPENSATION SCHEME

Euna Underwriting Limited and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS). If *we* are unable to meet *our* obligations *you* may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the Claim. Further information is available from the FSCS at www.fscs.org.uk.

SHORT FORM PRIVACY NOTICE

In order for *us* and the insurers to provide *you* with *your* insurance cover, *we* collect and process information about *you*. This information includes details such as *your* name, address and contact details and any other information that *we* collect about *you* in connection with the insurance cover from which *you* benefit. This information may include more sensitive details such as information about *your* health or any criminal convictions *you* may have. In certain circumstances, *we* may need *your* consent to process certain categories of information about *you*, including any sensitive information (health information or information relating to any criminal convictions). Where *your* consent is required, unless another ground applies, *your* consent to this processing is necessary for *us* to provide our services and *we* will ask *you* for *your* consent separately. *You* may withdraw *your* consent at any time.

However, should *you* exercise this right, *we* may not be able to fulfil the insurance services requested by *you*, *your* policy may terminate, or *you* may be unable to make a claim. The way insurance works means *we* may need to disclose *your* personal information to third parties in the insurance market for example, insurers or other insurance market participants or credit reference agencies and to third parties including loss adjusters, claims handlers and solicitors. More information about *our* use of personal data is set out in *our* Privacy Notice on *our* website, www.euna.com. *We* recommend that *you* review this notice.

You have rights in relation to the information held about *you*, including the right to access *your* information. If *you* wish to exercise *your* rights, obtain contact details for the insurers, discuss how *we* use *your* information or request a copy of *our* full privacy notice(s), please contact *us* at: EUNAPI@euna.com

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London EC3N 2LU
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Email: info@euna.com
Euna.com

Authorised and Regulated by the
Financial Conduct Authority FRN 655006

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Euna Underwriting Limited are an
Appointed Representative of
ES Risks Limited
FRN 565023

1266 July 22 Version 7