

Professional Indemnity - Building and/or Engineering Contractors

Policy Schedule

Insurance is provided by this **policy** during the **policy** period stated below where a limit of indemnity is shown. This Schedule should be read in conjunction with the Euna Underwriting **policy** wording referenced below.

Reason for Issue:	Renewal Business
Wording:	Building Engineering Contractors 1266 July 22 Version 7
Policy Number:	10177/22/E9
Period:	From 6th September 2022 to 5th September 2023 both days inclusive
Retroactive Date:	6th Sep 2016

Insured Details

Insured:	CTS Solutions Ltd t/as Asset Lofts
Business:	Design and Construct

Limit	Basis	Excess
£1,000,000	In the Aggregate - including costs and expenses	£1,000 Each and every claim including costs & expenses

Jurisdiction:	Worldwide excluding North America
Territorial limits:	Worldwide excluding North America
Endorsements:	Fire Safety Exclusion Virus, Disease and Pandemic Exclusion Basement Contracts Exclusion TOTAL CYBER EXCLUSION

Premium Details

Policy Premium:	£850.00
Insurance Premium Tax (IPT):	£102.00
Total Premium:	£952.00
Underwriting Fee charged by	
Euna Underwriting:	£50.00
Total Payable:	£1,002.00

SECURITY: Euna Underwriting Limited acting as Agent on behalf of Accelerant Insurance Europe SA (100%)

Signed on behalf of Euna Underwriting Ltd



Peter Newson
Head of Underwriting
Euna Underwriting Ltd

Euna Underwriting Limited. Company number 09154730. Registered office address 5th Floor Minorities House, 2-5 Minorities, London EC3N 1BJ
Euna Underwriting Limited (FRN 655006) is an appointed representative of ES Risks Limited (FRN 565023), authorised and regulated by the Financial Conduct Authority.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Attaching Policy Endorsements that form part of the terms and condition of this policy;

Insured : CTS Solutions Ltd t/as Asset Lofts
Policy No : 10177/22/E9

Fire Safety Exclusion

It is hereby noted and agreed that this **Policy** shall exclude any **Claim** arising out of any **Fire Safety Notification**

A Fire Safety Notification is defined as

Any **Claim(s)**, losses, liability, costs, expenses or defence costs directly or indirectly arising out of or connected to:-

- i) the combustibility, fire protection performance, fire resistance/fire retardant characteristics of any external cladding or roofing systems
- ii) any internal fire protection systems
- iii) any aspect of the fire safety or fire performance of a building or structure

All other terms and conditions remain unchanged

Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this **policy**, within any endorsement to this **policy** or within any extension to this **policy**, this **policy** and its endorsements (if any) and its extensions (if any) exclude any loss, damage, liability, **claim**, cost or expense (whether such loss, damage, liability, **claim**, cost or expense has been suffered by an insured or a third party) of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
 - b) Coronavirus disease (COVID-19); and
 - c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
 - d) any mutation of or variation of a), b) or c) above; and
 - e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
 - f) any fear or anticipation of a), b), c), d) or e) above,
- regardless of any other cause or event contributing concurrently or in any other sequence thereto.

All other terms and conditions remain unchanged

Basement Contracts Exclusion

It is hereby noted and agreed that no cover will be provided in respect of any basement contracts. This exclusion also applies to the failure in obtaining and/or maintaining planning permission.

A basement contract is defined as

Any work pertaining to the structural integrity, waterproofing, tanking and/or specification of materials utilised in any basement and/or cellar structure.

All other terms and conditions remain unchanged

TOTAL CYBER EXCLUSION

The Insurer shall not be liable to make any payment in respect of any Claim or Circumstance or Loss or other matter directly arising out of:

- a) **Computer Viruses;**
- b) **Security Breaches;**
- c) **Cyber Extortion;**
- d) **Cyber Terrorism;**

e) loss or damage of or to computer software or computer hardware or any **Digital Assets**;

f) a **Denial of Service Attack**;

For the purpose of this exclusion the following definitions are applicable:

Computer System means interconnected electronic, wireless, web or similar systems used to process and store electronic data

Computer Viruses shall include (but not be limited to) a virus, malicious code or worm which either damages the Insured's Network or allows unauthorised use of or access to any **Digital Asset**.

Cyber Extortion shall mean any threat, including a demand for funds, directed to an Insured to avoid corruption, damage or introduction of a **Computer Virus** or a **Denial of Service Attack**.

Cyber Terrorism shall mean an act or series of acts of any natural person or group(s) of persons, whether acting alone or on behalf of or in connection with any third party organisations, committed for political, religious, personal or ideological purposes including but not limited to the intention to influence any government and/or put the general public in fear for such purposes by using activities perpetrated electronically or otherwise that are directed towards the destruction, disruption or subversion of communications and information systems, infrastructure computers, **Digital Assets**, the internet, telecommunications or electronic networks and/or its content or sabotage and/or threat there from.

Denial of Service Attack shall mean any unlawful attempt by a party to temporarily or indefinitely interrupt or suspend service to a **Digital Asset**.

Digital Assets shall mean any of the Insured's computer or mobile devices or other electronic data processing device, equipment or system, any hardware, software, programme, instruction, data or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing. **Digital Assets** shall also include the Insured's Computer System.

Security Breaches shall mean any unauthorised access or unauthorised use of **Digital Assets**.

All other terms and conditions remain unchanged

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SCHEDULE & STATEMENT OF FACT

In making this offer of insurance **we** have relied upon the information provided by or on behalf of the **Insured** and which is set out in the Statement of Facts below. The **Insured** has a duty to make a fair presentation of the risk as defined in the Insurance Act 2015. The **Insured** should therefore ensure that it has made proper enquiries, checked the Statement of Fact carefully and let **us** know immediately if it does not contain all information required to provide a fair presentation of the risk and/or if any information provided to us has changed prior to inception of the **Policy**. A failure by the **Insured** to make a fair presentation of the risk may result in us having no liability to provide an indemnity to the **Insured** in respect of a claim made by the **Insured** under the **Policy** or, in certain circumstances, **us** being entitled to avoid the **Policy** (and in certain circumstances to retain the premium even if the **Policy** is avoided).

Policy Number 10177/22/E9

DETAILS

Full Legal Trading Title	CTS Solutions Ltd t/as Asset Lofts
In which country is the business domiciled?	United Kingdom
Claims in the last 10 years	No

EXPOSURE DETAILS AND QUESTIONS

Please confirm total turnover for the last 12 months of trading	£1,700,000.00
Do all partners/directors have at least five years' experience or the relevant professional qualifications ?	Yes
Largest Contract Values?	Below £1m
Do they also do any work in the following areas: railways (trackside / safety critical), airports (airside), swimming pools 'clean rooms' or operating theatres?	No
Do they do any work in the following industries - Sport, Amusement rides or Leisure (other than Pubs and Hotels)?	No
Have they ever designed and/or had responsibility for Basement related work?	No
Is more than 15% of their work from any one of the following contract types? Cladding, Curtain Walling, Roofing, Glazing, Hospital &/or Foundation / Underpinning / Piling?	No
Have they ever been involved in / responsible for the specification, selection, design, installation, certification of cladding / cladding systems or the project management of work that included cladding / cladding systems specified, designed, installed or certified by a third party?	No
Do they directly appoint professional sub-consultants (i.e. surveyors, engineers, architects etc)?	Yes

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Registered in England and Wales

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SCHEDULE & STATEMENT OF FACT

Do they use their best endeavours to ensure they carry Professional Indemnity Insurance?	Yes
Have you carried out and/or been responsible for any External Wall Systems 1 (ESW1) Fire Safety reviews?	No
Is any work undertaken outside of the United Kingdom and the Channel Islands and the Isle of Man?	No

TURNOVER

Turnover split

Turnover where the Proposer designs and constructs from their own design and provides full technical supervision	£100,000.00
Fees where the Proposer provide design and technical supervision only, i.e. no construction is performed by the Proposer	£0.00
Turnover where the Proposer constructs from others' design performed on behalf of the Proposer, e.g. design is subcontracted to architects or consulting engineers (whether or not technical supervision is subcontracted)	£600,000.00
Turnover where the Proposer is responsible for construction but has no responsibility for design or technical supervision	£1,000,000.00

BUSINESS ACTIVITIES

Please provide a % split of all the Business Activities below.

Architecture / General Building	100%
Mech-Elec HVAC Services	0%
Structural Engineering	0%
Civil Engineering	0%
Project Management	0%
Foundation / Underpinning and/or Piling	0%

ADDITIONAL IMPORTANT INFORMATION FOR THE POLICY HOLDER

If it later transpires that:

1. any of the information contained in the Statement of Facts was known or ought reasonably to have been known to be incorrect or has been misrepresented; or
2. any information which was required by us was not disclosed
3. a fair presentation of the risk was not given

then **we** reserve the right to modify the **Policy** terms and conditions, charge an extra premium, refuse an indemnity under the **Policy**, and/or avoid the **Policy** from inception (whether or not the premium is returned) to the full extent permitted in law.



SCHEDULE & STATEMENT OF FACT

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.