

Architects & Engineers Professional Indemnity Insurance

Key features, benefits and exclusions

This is a summary of the key features, benefits and exclusions and does not contain the full terms and conditions of the cover, which can be found in the policy document. It is important that you read the policy document when you receive it.

The policy is on a “claims made” basis; the claims and proceedings protected against are those that are first made in the policy period.

About the Insurers

Maven Underwriters underwrite this policy on behalf of certain Insurer's and Underwriters at Lloyds ('the insurers').

The lead insurer is Lloyd's Syndicate 1200, address Argo Syndicate 1200, Exchequer Court, 33 St Mary's Axe, London EC3A 8AA, United Kingdom.

What's covered?

Professional Indemnity insurance protects you and your business from claims by dissatisfied clients.

It will cover the cost of defending a claim as well as settling any damages payable. The limit of indemnity you purchase will cover any damages and/or awards made against you and in addition will cover the legal defence costs.

The limit of indemnity is on an any one claim basis which means that each claim or circumstance has the full limit of indemnity subject to the terms and conditions of the policy.

This summary document is superseded by the policy terms and conditions.

Main cover:

- Civil liability is provided on an any one claim basis. Defence costs are payable in addition to the limit of indemnity
- The policy excess is not applicable to defence costs
- Criminal prosecution defence costs for Building Regulation/ Health and Safety legislation (including the CDM regulations) is included up to £1,000,000 in the aggregate
- **Additional extensions of:**
 - Defamation, libel and slander
 - Infringement of copyright or patents (pursuit & defence)
 - Loss of or damage to documents/data
 - Compensation costs for court attendance
 - Cyber liability
 - Mitigation and Investigation costs
 - Representation costs for disciplinary hearings, including Ombudsman and Regulatory awards

- Awards under the Housing Grants, Construction and Regeneration Act 1996
- Dishonesty
- Public Relations expenses
- Secondments to another firm or company
- Aon's reasonable costs of preparing a claim or providing advocacy – a sub-limit applies
- 60 days' automatic acquisitions cover for any firm acquired or created during the policy period, subject to certain conditions
- Asbestos cover is included up to £1,000,000 in the aggregate including all costs
- Innocent non-disclosure protection
- Waiver of subrogation rights against employees/consultants/self-employed staff
- The territorial/jurisdiction limits are Worldwide ex USA/Canada
- Joint Venture/Consortium protection
- No exclusions in respect of pollution/contamination or toxic mould
- Cover includes claims arising from independent third parties where there is a controlling, financial or executive interest by you
- Cover for previous firms and retired principals as declared

Principal exclusions

- Claims or circumstances already reported and known prior to inception of the policy
- Employers Liability and Employment Practices Liability
- Fines, penalties and punitive damages
- Supply of goods/trading losses
- War and terrorism/nuclear risks
- Claims brought in the courts of the USA, US Virgin Islands and Canada

Additional benefits

- Contract Review Service
- Free legal advice helpline

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Notification of Claims and Circumstances

We know how important it is to have access to people who have a thorough understanding of claims and the complex situations that can arise.

In the event that a client expresses any dissatisfaction (either orally or in writing) even if you disagree with them please notify Aon Claims Solutions (ACS) as soon as possible. Never make any admissions of liability until you speak with us or ACS no matter how minimal the claim may be.

Any notification must be made to:

Aon Claims Solutions
PO Box 730
Redhill RH1 9FH

t 020 7086 4099

e acs@aon.co.uk

Should you elect to e-mail claim notifications to ACS, it is the sender's responsibility to ensure the message is received safely.

What we expect from you

The information provided by you on the proposal form or statement of fact is considered to be material information. Material information is information that would influence an Insurer in deciding whether a risk is acceptable and, if so, the premium, terms and conditions to be applied. In addition, the Insurance Act 2015 sets out whose knowledge of material information you must disclose. As an organisation you will be deemed to know all material information that is known to your senior management and those responsible for arranging your insurance, and which should have been revealed by a reasonable search. Your search will need to include information which is held by other persons such as your agents, outside advisers (including lawyers and consultants), suppliers/service providers etc. There are clearly limits to the search you, and we, can carry out. Please talk to your usual Aon adviser if you are in any doubt about what information needs to be disclosed.

You must tell us about any changes in material information as soon as possible.

We would ask that you read all the insurance documentation and understand the cover, exclusions and conditions associated with the policy and comply with the conditions as failure to do so could compromise the cover provided by this insurance policy.

Scope of Service

Aon Professional Services Group acts as your agent for the sourcing, placing of risk and claims administration. In arranging this insurance we are acting as agent of the insurer under limited delegated authority.

Maven Underwriters is a Managing General Agent ('MGA') which is a division and trading name of Aon UK Limited operating under a delegated underwriting and claims authority on behalf of insurers.

Complaints procedure

We take customers' complaints very seriously and we aim to ensure that complaints are handled fairly, effectively and promptly and are resolved at the earliest possible opportunity. In the event that you are unhappy please send your complaint in writing to:

Maven Underwriters
The Aon Centre
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AN

In the event you wish to pursue the matters further you may be able to refer the matter to The Financial Ombudsman Service.

The Financial Ombudsman Service can normally deal with complaints from private individuals and small organisations; further information is available from:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

www.financial-ombudsman.org.uk

t: 0800 023 467 or 0300 123 9123

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

Financial Services Compensation Scheme

Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if insurers are unable to meet their obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim.

Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, Gloucestershire, GL17 1DY. or from their website (www.fscs.org.uk).

t: 0800 678 1100

t: 020 7741 4100